

★ Roll Call Number

Agenda Item Number

55

.....
Date February 13, 2012.....

**PUBLIC HEARING UPON APPLICATION OF
NPI LIMO SERVICE LLC
FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY
TO OPERATE A LIMOUSINE SERVICE IN THE CITY OF DES MOINES**

WHEREAS, Section 126-62 of the Municipal Code of the City of Des Moines, Iowa, forbids the operation of a limousine as defined under the limousine subchapter of the municipal code (Article IV of Chapter 126) as a vehicle for hire upon the streets of Des Moines without obtaining a certificate of public convenience and necessity; and

WHEREAS, NPI Limo Service LLC, 3329 109th Street, Urbandale, Iowa, has filed an application requesting permission of the City Council to operate a limousine service in the City of Des Moines, with a total of 11 vehicles; and

WHEREAS, pursuant to Section 126-64 on January 23, 2012, by Roll Call No. 12-0085, the City Council has fixed this date as the time and place for a public hearing on the matter of the application; and

WHEREAS, Section 126-65(a) provides if this Council finds at the conclusion of such public hearing that limousine, or further limousine, service in the City of Des Moines, or between any point or points in the City and elsewhere, is required by the public convenience and necessity and the applicant is fit, willing, and able to perform such public transportation and to conform to the provisions of the subchapter, then the Council shall direct the City Traffic Engineer to issue a certificate stating the name and address of the applicant, the number of vehicles authorized under said certificate and the date of issuance; otherwise the section provides the application shall be denied; and

WHEREAS, Section 126-65(b) provides that in making the findings of subsection (a) of said section, this Council shall take into consideration the number of limousines already in operation, whether existing transportation is adequate to meet the public need, the probable effect of increased service on local traffic conditions, and the character, experience, and responsibility of the applicant;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Moines, Iowa:

That the hearing is hereby closed and the application is granted or denied, as the case may be, as set out in the next paragraph.

_____ Alternative One: That the application for a certificate of public convenience and necessity to operate a limousine service be approved and hereby granted and the City Traffic

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Engineer is directed to issue a certificate stating the name and address of the applicant, the number of vehicles authorized under the certificate, and the date of issuance, it being the finding of this City Council of the City of Des Moines that such service is required by the public convenience and necessity and that the applicant, NPI Limo Service LLC, is fit, willing, and able to perform such public transportation and to conform to the provisions of the subchapter, all as shown by the evidence brought forth at the public hearing;

or

_____ Alternative Two: That the application for a certificate of public convenience and necessity to operate a limousine service be hereby denied it being the finding of this City Council of the City of Des Moines that such service is not required by the public convenience and necessity, and/or that the applicant is unfit to perform such public transportation and unable to conform to the provisions of the subchapter, all as shown by the evidence brought forth at the public hearing.

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BE IT FURTHER RESOLVED that upon adoption of Alternative One (to grant the certificate), the City Traffic Engineer is hereby directed to issue a certificate to NPI Limo Service LLC stating the name and address of the applicant, the number of vehicles authorized under said certificate, as set out in the application, and the date of issuance.

(Council Communication Number 12-068 Attached)

MOVED BY _____ to adopt.

APPROVED AS TO FORM:



Jeffrey D. Lester
City Attorney

JB

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				
COLEMAN				
GRIESS				
HENSLEY				
MAHAFFEY				
MEYER				
MOORE				
TOTAL				

MOTION CARRIED

APPROVED

Mayor

CERTIFICATE

I, DIANE RAUH, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

City Clerk

Limousine Company Application -

January 09,
2012

STATEMENT: I Michael R. Berry, Traffic Facilities Administrator with the City of Des Moines Engineering Department, Traffic & Transportation Division, certify that I have prepared the preceding "Limousine Company Application Checklist." The attached documents that have had information blocked out, if any, have had that information removed for identity theft protection of the applicant and others referenced by the applicant and to protect confidential records under Iowa Code Chapter 22. The original documents are on file in the City Traffic Engineers Office and the entire document(s) may be reviewed by anyone with the right to know, under provisions of Iowa Code Chapter 22.

**NPI Limo
Service LLC**

Michael R. Berry dated: Jan. 11, 2012
Michael R. Berry, Traffic Facilities Administrator, City of Des Moines

 **MICHELLE SCHOMER**
Commission Number 769606
My Commission Expires
September 9, 2014

Limousine Company Application Checklist

Applicant: NPI Limousine Services, LLC

Marked block w/ initials indicates that the applicant has provided documentation meeting or exceeding the requirements of the Municipal Code of the City of Des Moines. Indicates that these requirements have been met. Indicates item is for information only.

Sec. 126-62.5. Requirements for limousine service.

Each company filing an application for a limousine certificate shall meet the following minimum requirements:

- (1) Maintain a central place of business in a location properly zoned for that business and have a telephone so that any individual may request the services of the limousine company. The business shall have a listed telephone number. If vehicle maintenance and storage is provided separately from the central office, then the vehicle maintenance/storage area must also be in a location properly zoned for such activity. 3329 – 109th St, Urbandale, IA 50322, (515) 274-3978. Maintained @ 8000 University Blvd, Clive, IA 50325. Both properly zoned.
- (2) Provide transportation of passengers in a motor vehicle from or to any point in the city only on a prearranged basis, for a minimum of one hour at an hourly rate as provided in this article. For contracted limousine service the minimum trip rate and prearranged time restriction do not apply. For limousine service which is booked at least 24 hours in advance, the minimum trip rate does not apply.
- (3) Meet all applicable zoning ordinance regulations. Business & storage locations are both properly zoned, (statements attached).

Sec. 126-63. Application for certificate of public convenience and necessity.

Any person seeking a certificate shall file an application with the traffic engineer. The application shall be signed by the applicant or by an officer of the applicant and verified under oath and shall contain the following information:

- (1) The name, address and age of the applicant. If the applicant is a corporation, its name, the address of its principal place of business, and the name and address of its registered agent. If the applicant is a partnership, its name, the names of general and limited partners and the address of its principal place of business. If the place of business is outside the corporate limits of the city, the applicant shall provide a statement from the governing

jurisdiction that the business complies with the appropriate zoning regulations, except that any person lawfully operating a limousine service at the time of adoption of this article shall not be required to provide such a statement. Mark Kirchner, 51 yrs old, 3329 109th St., Urbandale, IA 50322. Zonig statements from Urbandale (business location) and Clive (vehicle service location) are attached.

- (2) The financial status of the applicant, including the amounts of all unpaid judgments against the applicant and the nature of the transaction or acts giving rise to the judgments. If the applicant is a firm, partnership, corporation or any other type of business entity which has been organized for less than five years, prior to the date of application, this information shall be provided for each of the shareholders, partners, officers, or other investors of the business entity. The federal tax identification number (or social security number for an individual) and state sales tax permit number shall also be provided. Financial Statement provided. No judgements. Federal Tax ID 45 3263426. State Sales Tax number applied for 10/5/11.
- (3) The experience of the applicant in the transportation of passengers including a statement of any state or municipality where the applicant has ever been licensed to operate a taxicab or limousine service, whether such license was ever suspended or revoked and the reasons for suspension or revocation, and whether an application for a license or a renewal of a license was denied and the reasons for denial. No prior experience operating limousine company.
- (4) Any facts which the applicant believes tend to prove that public convenience and necessity requires the granting of a certificate. Provided.
- (5) The number of vehicles to be operated or controlled by the applicant. (11)
- (6) The location of proposed vehicle storage. 3329 – 109th St, Urbandale, IA 50322
- (7) A statement of the condition of the vehicles to be operated including the age and type of each vehicle, and the date on which the vehicle passed its most recent safety inspection, if any. Provided
- (8) A statement as to whether the applicant has, within the ten years immediately preceding the date of application, been convicted of, pled guilty to or stipulated to the facts of violating any criminal statute or ordinance, including traffic laws and municipal ordinances. If the applicant has been convicted, a statement as to the date and place of conviction, the nature of the offense and the punishment imposed. Provided -- None
- (9) The number of vehicles proposed for operation during periods of maximum demand and during periods of least demand. (11 max / 2 min)

(10) Where the applicant will operate its central place of business. 3329 – 109th St, Urbandale, IA 50322,

(11) The color scheme or insignia, if used, to designate the vehicles of the applicant.
None

(12) Such further information as the traffic engineer may require of each applicant.
None at this time

Sec. 126-63.5. Investigation of applicant.

The police department shall review each applicant's arrest and traffic records and report the results of the investigation to the city council. Where the applicant is a corporation, the corporate officers' records shall be investigated; where a partnership, each partner's records shall be investigated. Investigation report attached

Sec. 126-66. Liability insurance required. Coverage meets these requirements.

(a) A certificate shall not be issued or continued in effect unless and until the owner of the limousine business furnishes to the traffic engineer for filing with the city clerk an insurance policy or certificate of insurance issued by an insurance company licensed to do business in the state, providing commercial general liability and automobile liability insurance coverage, or the equivalent thereof, for the limousine business with minimum limits of liability equal to any applicable limits required by the Code of Iowa, the United States Code, and/or interstate commerce commission regulation, whichever is greater. The above coverages and limits shall extend to the following on a per occurrence basis: The injury or death of any one person; the injury or death of any number of persons in one accident; damage to property in the care, custody and control of the insured but excluding property of the insured; the bodily injury or death of others resulting from negligent acts of the insured while involved in the furtherance of the limousine business.

(b) The certificate of insurance referred to in this section shall provide that the insurance policy or policies have been endorsed to provide 30 days advance written notice of cancellation, non-renewal, reduction in insurance coverage or limits and ten days written notice for nonpayment by registered mail to the traffic engineer.

(c) The cancellation or other termination of any required insurance policy shall automatically revoke and terminate the certificate and all licenses issued for the limousine business and the vehicles covered by such insurance policy(ies), unless another policy(ies), complying with this section, shall be provided and in

effect at the time of such cancellation or termination. The traffic engineer shall immediately issue written notification of the revocation of said certificate and all licenses for the limousine business and the vehicles covered by such insurance which is cancelled or terminated and shall file a copy of such notice with the city council.

Sec. 126-82. Booking sheets.

- (a) Each holder shall maintain a daily booking sheet upon which are recorded all charters booked by the company each day, showing the date and time the charter was booked, the date and time of the service, place of origin and destination, number of passengers, and the amount of fare. Upon request by any law enforcement officer or any city police cadet, any driver shall present the booking sheet, or a copy thereof, showing the name(s) of the passenger(s) being picked up, and if at the airport, the flight number of the arriving passenger(s).
- (b) Each holder shall retain and preserve all booking sheets in a safe place for at least one month following the date of the making of the record. Booking sheets shall be available to the chief of police or the traffic engineer.
- (c) Each holder shall submit to the traffic engineer a report by January 30 of each year summarizing the activity of the previous year. The report shall contain information on number and types of complaints received including specific information on any discrimination complaints; number of passengers carried; number of trips per vehicle; age, mileage and general condition of each vehicle; tenure and turnover of drivers' and other information as required by the traffic engineer.

Sec. 126-62. Certificate of public convenience and necessity required.

Any person owning, operating or controlling a limousine as a vehicle for hire upon the streets of the city or picking up any passenger for a fare within the corporate limits of the city, shall first obtain a certificate and the required annual limousine license from the traffic engineer. The following motor vehicles are excluded from the requirements of this article:

- (1) Motor vehicles owned and operated by hotels, motels and other boarding places, used for the purpose of transporting patrons, without fee or charge, between said hotel, motel or boarding place and the local station of a common carrier.
- (2) Ambulances and other emergency vehicles.
- (3) Funeral hearses.

5 | **Limousine Company Application Checklist – City of Des Moines**

- (4) Metropolitan Transit Authority buses or other commercial vehicles designed to transport 16 or more persons, including the driver, duly licensed by the state.

Sec. 126-70. Limousine driver's license required.

Every person who operates a limousine for hire upon the streets of the city shall first obtain and shall properly display a limousine driver's license.

Sec. 126-72. Designation.

Each limousine may bear on the outside of the door or on the side glass on each side the name of the company and, in addition, may bear an identifying design. If an identifying name or design is used, the markings shall be painted or affixed by decal in letters or figures at least 1 1/2 inches in height. Any licensed vehicle shall not have a color scheme, identifying design, monogram, or insignia that will conflict with or imitate any existing limousine or any official or emergency vehicle color scheme, identifying design, monogram or insignia in a manner that will mislead or deceive or defraud the public. No design or logo

Sec. 126-81. Limousine service.

Limousine service may be undertaken by the holder of a certificate subject to the following conditions:

- (1) No limousine service shall be booked less than one hour prior to the service, except for contracted limousine service under a written contract or agreement on file with the traffic engineer.
- (2) The holder shall maintain a central place of business in a location properly zoned for that business. 3329 – 109 St. Urbandale, IA 50322 - Properly zoned.
- (3) If vehicle maintenance and storage is provided separately from the central office, then the vehicle maintenance/storage area must also be in a location properly zoned for such activity. 8000 University Blvd, Clive, IA 50325 - Properly zoned
- (4) The holder shall have a listed telephone number. (515) 274-3978
- (5) The service must be booked at a scheduled rate on file with the traffic engineer for a minimum of one hour, even if the trip requires less than one hour, except for contracted limousine service under a written contract or agreement on file with the traffic engineer.

Definitions

Airport means the Des Moines International Airport located in southwest Des Moines on Fleur Drive between McKinley Avenue and Army Post Road.

Aviation director means the director of the airport or an authorized representative.

Booking means an agreement between a limousine company and a passenger, or group of passengers, for limousine service at a specified time not less than one hour after the acceptance of such agreement.

Booking sheet means a record prepared by a limousine company of all charters booked by the company showing the date and time the charter was booked, the date and time of the service, place of origin and destination, number of passengers, and the amount of fare. If service is provided at the airport, the booking sheet shall also include the name(s) of the passenger(s) being picked up and the flight number of the arriving passenger(s).

Certificate means a certificate of public convenience and necessity issued by the city council authorizing the holder to conduct a limousine service in the city.

City clerk means the city clerk or an authorized representative.

Contracted limousine service means a written agreement or contract with a business, for a period of not less than 180 days duration, for limousine service.

Finance director means the finance director of the city or an authorized representative.

Holder means a person to whom a certificate of public convenience and necessity has been issued.

Limousine means a motor vehicle engaged in the transportation of passengers for hire in limousine service.

Limousine license means the license granted annually to a person who holds a certificate to conduct a limousine service in the city.

Limousine service means transportation of passengers in a motor vehicle from or to any point in the city on a prearranged basis, for a minimum of one hour at an hourly rate.

Rate card means a card issued by the holder which contains the rates of fare then in force.

Solicit means to invite another, either by word or deed, to be a passenger in a vehicle for hire. Such deeds may include, but are not limited to, parking in any area where prospective passengers might be found without a booking sheet listing a specific passenger to be picked up.

Traffic Engineer means the city traffic engineer of the city or an authorized representative.

NPI LIMO SERVICE LLC
3329 109th Street
Urbandale, IA 50322
Ph: 515/274-3978
Fax: 515/270-388

Sec. 126-63. – Application for certificate of public convenience and necessity.

1) Corporation Name: NPI Limo Service LLC – 3329 109th Street Urbandale, IA 50322

Registered Agent: Mark E. Kirchner 3329 109th Street Urbandale, IA. 50322

Zoning Regulation Compliance: NPI Security has been located in Urbandale, IA. for a period at or about 15 years. (See attached City of Urbandale Certificate of Compliance)

2) Financial Status of Applicant: Mark E. Kirchner is the registered applicant and there are no unpaid judgments or pending judgments against him or the company.(See attached financial statement)

Federal Tax ID Number: 45-3263426

State Sales Tax Permit Number: Applied For.

3) Experience of Applicant: Mark E. Kirchner has never been licensed to operate as a Taxicab or Limousine service however he currently and has operated a security patrol service with a fleet of 15 vehicles for a period of over 30 years with no incidents of litigation that would cause a revocation of his State of Iowa Private Security Agency License.

4) Granting Public Convenience Certificate: It is our firm belief that there is a growing need for an additional limousine service, as we have been approached by several business executives in the area requesting and encouraging us to get into this type of service. Our research has revealed that with the growing number of senior citizens in the Greater Des Moines area the need for this type of service has and will be expanding. We have had requests to transport political candidates, celebrities, business men, and from many hotel event planners in the area.

5) Number of Vehicles Operated or Controlled by the Applicant: We anticipate 4 vehicles to start.

6) Location of Proposed Vehicle Storage: 3329 109th Street Urbandale< IA. 50322

- 7) Statement of Vehicle Condition: All vehicles were inspected at the time of purchase and each was in excellent condition.

— See Schedule of Insured Vehicles with Certificate of Insurance —

- 8) Applicant Criminal History Statement: The applicant has never been accused, charged, or pled guilty to a felony or misdemeanor.
- 9) Vehicle Demand: We would estimate that our periods of maximum demand would be afternoons and evenings that would peak on the weekend and we would hope to have all vehicles in operation. We would anticipate a lower demand for services Monday through Friday during the day time hours however we would like to have at least two vehicles in service during this time slot.
- 10) Central Place of Business: Our office will be located at 3329 109th street Urbandale, IA. 50322
- 11) Vehicle Color Scheme: We will have three black and one white vehicle and we will not have an insignia.
- 12) Further Information: We will supply further information as required.

Applicant Signature & Date: Mark Kuehn 10-5-11

NPI Limo Service LLC

Rental Agreement

JK
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Thank you for selecting NPI LIMO SERVICE LLC. We hope to make your event a special and memorable occasion.

Rental of limousines and or other vehicles from NPI LIMO SERVICE LLC is subject to the following **terms and conditions:**

- 1.) Client and renter are responsible for his/her guests. The Client will repair/replace any damage to the interior and/or equipment of the vehicle.
- 2.) No one under the age of 21 is permitted to consume alcohol. Violation will result in early termination of service – no refunds.
- 3.) No possession, sale or consumption of any type of narcotics or illegal drugs is permitted. Violation will result in early termination of service – no refunds.
- 4.) No smoking in the vehicles. Violation will result in \$100 fine per incident, no exceptions.
*Unless permitted in designated vehicle.
- 5.) There will be a \$150 cleaning surcharge for vomit incidents.
- 6.) Persons who are unruly or disruptive or conduct illegal activities will be removed from the vehicles at the discretion of the driver and no refunds will be issued.
- 7.) We are not responsible for lost, damaged, or stolen property.
- 8.) There is a 3 hour minimum and a 24 hour cancellation policy.
- 9.) Unless otherwise specified, all reservations require a major credit card. Reservations are finalized upon receipt of a signed contract/agreement.

Contract Obligations: I understand and agree to the length and usage along with any charges and further agree to pay for any and all damages my party may cause during the rental periods. I also agree to the Limousine Terms and Conditions. All damages are the sole discretion of the driver. I understand and agree to pay the entire contract price if cancellation policy is not followed. I understand the number of hours listed on this contract is the minimum hours I am agreeing to pay and that I am responsible for any overtime incurred. I understand that by signing this contract, I'm agreeing to all the terms and conditions of the contract and authorizing NPI Limo Service LLC to charge my credit card for the agreed contract price.

If the limousine rental is for a minor under age of (18) this agreement must be signed by either a parent or legal guardian over the age of (18).

Customer Name (Print)

Customer Signature

Date

Date of Event:

Pick Up Time:

Drop Off Time:

Type of Limo:

Number of Passengers:

Contract Price:

/Hour

*******Gratuuity is not included in the hourly price.**

**A COPY OF YOUR CREDIT CARD
IS REQUIRED TO SECURE YOUR RESERVATION**

**NPI LIMO SERVICE LLC
CHECK LIST**

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Client Name: _____ **Driver Name:** _____

Date: _____ **Start Time:** _____ **End Time:** _____

Outgoing Vehicle --

Initials

- Vehicle Inspection:
 - _____ Interior
 - _____ Exterior
 - _____ Check Electronics (Radio, Lights, etc)
 - _____ Climate Control - Set Temp Accordingly

- _____ Check the **Occasion:** (Check for Special Instructions Sheet)
- _____ Prepare accordingly (Wedding/Sporting Event, etc.)
- _____ Red Carpet?
- _____ Wedding - Bottle of Champagne

- _____ Glassware (Verify if Clean)
- _____ Put colored napkins in glassware

- _____ Fill coolers in vehicle with Ice
- _____ Stock with Water
- _____ Basket with Treats (chips, peanuts, candy)
- _____ *Breakfast (coffee, orange juice, breakfast bars, doughnuts)
- _____ Is an additional cooler in trunk necessary?

***If Vehicle is not 100% capable to go into service, notify a manager.**

Returning Vehicle --

- _____ Fuel
- _____ Clean Interior - vacuum, etc.
- _____ Put glassware in dishwasher
- _____ Inspect Vehicle
- _____ *Note - report any necessary repairs

Comments: For future reference, describe the clients overall experience and your observations.

12-0085 ~~JK~~

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Personal Financial Statement for Mark E. Kirchner on file with
the Office of Traffic & Transportation –

Liabilities = \$266,000

Assets = \$665, 620

Net Worth = \$399,620

AK
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Department of IOWA REVENUE

Search

Revenue Home

Your Iowa Business Tax Registration has been successfully submitted. Please print this page for your records.

Within 4-6 weeks, you will receive in the mail:

- Your Business eFile Number (BEN) letter, which gives you access to file through eFile & Pay
- Sales Tax: A postcard with your permit number
- Retailer's Use or Consumer's Use Tax: A letter with your permit number

A tax return must be filed even if you had no activity or no tax due.

Press Ctrl + P to print

IOWA BUSINESS TAX REGISTRATION FOR

BUSINESS INFORMATION

Legal Name: NPI Limo Service, L.L.C.
 Trade Name: NPI Limo Service
 Location: 3329 109th Street, Urbandale, IA 50322
 County: Polk - 77
 Phone1: 515 274 3978
 Phone2:
 Fax: 515 270 3888
 Activity: Limo Service
 Prev Owner:

BUSINESS OWNERSHIP

Ownership: Limited Liability Company

BUSINESS DETAILS

Fed ID: ~~XXXXXXXXXX~~
 Established On: 09/08/11

SALES DEPENDENT TAXES

HOTEL /MOTEL TAX
 Permit? Not Needed
AUTOMOBILE RENTAL TAX
 Permit? Not Needed
HOUSEHOLD HAZARDOUS MATERIAL
 Permit? Not Needed

CONSUMER'S USE TAX

Permit? Not Needed

WITHHOLDING TAX

Permit? Not Needed

CORPORATION/PARTNERSHIP INCOME TAX

Permit? Corporation
 Start: 09/26/11
 Year Ends: Dec
 Address: NPI Limo Service

55

Established IA In: _____

Same as Location

Owners, Partners, Officers and/or Responsible Parties

1. Name: Mark Kirchner
SSN: _____

2. Name: _____
SSN: _____

3. Name: _____
SSN: _____

4. Name: _____
SSN: _____

5. Name: _____
SSN: _____

Address: NPI Limo Service
Same as Location

Email: blife@bradjohnsoninvestments.com

SALES TAX

Permit? Needed

Start: 09/26/11

Consolidated?

Consolidate#:

Estimated Tax: \$10-\$500 tax/month (File Quarterly)

Payment: Check

Agent Name: Mark Kirchner

SSN: _____

Address: NPI Limo Service
Same as Location

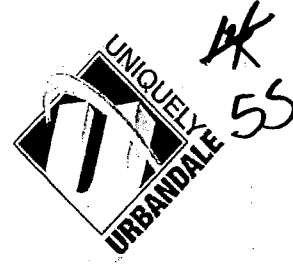
SIGNATURE

Full Name: Mark Kirchner

SSN: _____

Date: 10/5/2011

CONTINUED



City of
Urbandale

November 28, 2011

Mr. Mark E. Kirchner
Registered Agent
NPI Limo Services LLC
3329 109th Street
Urbandale, Iowa 50322

Re: Certificate of Compliance for office use and limo storage

Dear Mr. Kirchner,

Please be advised that the above property, which is legally described as:

Lots 8 and 9, Walnut Ridge Business Park Plat 3, an Official Plat now included in and forming a part of the City of Urbandale, Polk County, Iowa,

is zoned "M-1" Light Industrial District as set forth in the Zoning Ordinance of the City of Urbandale. Please be advised that offices for the approximately 15 employees and storage only of approximately 10 limos are permitted within the "M-1" zoned district.

Please be advised that all oil changes, tire service and all other repairs and maintenance are not permitted and must be performed off site.

Please contact me if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'S.S. Franklin', is written over a faint, larger version of the same signature.

Steven S. Franklin, APA, PLA
Community Development Manager/Chief Planner

AK
SS



Community Development
1900 NW 114th ST
Clive, IA 50325
(515)223-6221
(515)457-3091 Fax
www.cityofclive.com

January 6, 2012

To whom it may concern:

Acheson Auto, located at 8000 University BLVD, is currently zoned M-1 (Light Industrial District); auto service is allowed within this zoning district.

If you have further questions, please contact me at (515)223-6221 or krivera@cityofclive.com.

Sincerely,

Kelly Rivera
Administrative Assistant

12-0085 AK



Berry, Mike <mrberry@dmgov.org> 55

Fwd: Statement of Service -Repair NPI LIMO SERVICE - ACHESON AUTO WORKS

1 message

Liz Winker <lwinker@npisecurity.com>
To: mrberry@dmgov.com

Mon, Jan 9, 2012 at 6:37 PM

Sent from my iPhone

Begin forwarded message:

From: Sam Acheson <sama@achesonautoworks.net>
Date: January 9, 2012 5:19:57 PM CST
To: "mkirchner@npisecurity.com" <mkirchner@npisecurity.com>, "lwinker@npisecurity.com" <lwinker@npisecurity.com>
Cc: George Garwood <georgeg@achesonautoworks.net>, Kim Helland <kimh@achesonautoworks.net>, Brady Acheson <bradya@achesonautoworks.net>
Subject: Statement of Service -Repair NPI LIMO SERVICE - ACHESON AUTO WORKS

ACHESON AUTO WORKS
8000 UNIVERSITY BOULEVARD
CLIVE, IOWA 50325-1118

January 9, 2012

RE: Statement of Service, Repair and Maintenance – NPI Limo Service

To Whom It May Concern:

Per your request, please consider this statement as official

notification that Acheson Auto Works has been retained by **Brad Johnson** and **Mark Kirchner** to become the primary repair and maintenance facility for their company, **NPI Limo Service**.

To serve in this role, Acheson Auto Works clearly understands that we are required to closely inspect all systems, in each limo, every time to ensure that the highest standards in safety, quality, dependability, reliability and comfort are met for the Patrons of **NPI Limo Service**. Additionally our ASE Certified Automotive Technicians will be performing preventive maintenance, regular service and general repairs as needed.

Should anyone have questions regarding this matter feel free to contact me by the information listed below.

Yours truly,

Sam Acheson, Jr.

Proudly Serving Our Clients Since 1947

Sam Acheson

President, Acheson Auto Works

8000 University Blvd.

Clive, IA 50325-1118

www.achesonautoworks.com

sama@achesonautoworks.net

Office: [515-223-4300](tel:515-223-4300)

Fax: [515-223-6408](tel:515-223-6408)

AK 55

Client#: 91971

NPILI

DATE (MM/DD/YYYY)
12/22/2011

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Associates a Division of INSPRO, Inc. 2501 Westown Parkway, Suite 1104 West Des Moines, IA 50266	CONTACT NAME: Cori Beaman
	PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____
	E-MAIL ADDRESS: cbeaman@insproins.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: First Comp
	INSURER B: National Indemnity
INSURED NPI Limo Service PO Box 13375 Urbandale, IA 50310	NAIC # 27626
INSURER C: _____	
INSURER D: _____	
INSURER E: _____	
INSURER F: _____	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			75APS032271	09/23/2011	09/23/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC0128927	09/26/2011	09/26/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER City of Des Moines Engineering Department Traffic & Transportation Division 400 Robert D Ray Dr Des Moines, IA 50309	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Neil Trout</i>
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M-2904 (11/80)

Endorsement # 14

GENERAL CHANGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy on the inception date of the policy or on the date shown below.

It is agreed that the policy is changed as follows:

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS HEREBY UNDERSTOOD AND AGREED THAT PROVISION OF EXTENDED NOTICE OF CANCELLATION #M5526 (09/2010) IS ATTACHED AND BECOMES A PART OF THE POLICY.

Additional Premium \$ _____

Return Premium \$ _____

All other terms, conditions and agreements remain unchanged.

Company Name	Policy Number 75APS032271
National Indemnity Company of Mid-America	Endorsement Effective 12/29/2011 11:24 AM
Named Insured	Countersigned at
NPI LIMO SERVICE	by _____ (Authorized Representative)

01/03/2012 08:55 65931C4A-0257-4B86-98C9-E60125CCC62A

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

M-2904 (11/80)

AK
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M-5526 (09/2010)

THIS ENDORSEMENT MODIFIES THE POLICY. PLEASE READ IT CAREFULLY.

PROVISION OF EXTENDED NOTICE OF CANCELLATION

If this policy is canceled, we will mail notice of cancellation to the persons or organizations named in the Schedule. We will give the number of days' notice indicated in the Schedule plus three calendar days for mail time.

SCHEDULE	
Name of Person(s) or Organization(s) Address	Number of Days' Notice
CITY OF DES MOINES ENGINEERING DEPARTMENT TRAFFIC & TRANSPORTATION DIVISION 400 ROBERT D. RAY DRIVE DES MOINES, IA 50309	30

All other terms, conditions, and exclusions remain unchanged.

Company Name	Policy Number 75APS032271
NATIONAL INDEMNITY COMPANY OF MID-AMERICA	Endorsement Effective 12/29/11 11:24 AM
Named Insured	Countersigned by
NPI LIMO SERVICE	

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

ENDORSEMENT #14 MS 1/3/12

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Schedule of Commercial Vehicles

Print Date: 01/11/12

Client Name and Address
 NPI Limo Service
 PO Box 13375
 Urbandale, IA 50310

Company
 National Indemnity
Policy Number
 75APSO32271
Effective Date
 09/23/11
Expiration Date
 09/23/12

Agency Name and Address
 Insurance Associates
 a Division of INSPRO, Inc.
 2501 Westown Parkway, Suite 1104
 West Des Moines, IA 50266

Veh. #	Cit. #	Vehicle Description Garage Location	Body Type	GVW / GCW Cost New	Comp Ded	Vehicle I. D. Number Coll Ded	ST	Date On Class Code	Date Off Premium
1		1997 Cadillac Limo	L			1GEEH90Y1YU700383	IA	09/23/11	
2		2003 Lincoln Towncar	L		\$1,000	1L1FM81W53Y621351	IA	09/23/11	
3		2004 Lincoln Towncar	L		\$1,000	1L1FM81W74Y658984	IA	09/23/11	
4		2004 Lincoln Sedan	SEDAN		\$1,000	1LNHM81W14Y625504	IA	09/23/11	
5		2008 Ford Expedition	L		\$1,000	1FMFU165X81A19751	IA	10/11/11	
6		2002 Cadillac Escalade St L	L		\$1,000	1GYEG63T32R203723	IA	10/21/11	
7		1999 Lincoln Limo	L		\$1,000	1L1FM81WSXX689963	IA	11/04/11	
8		2006 Hummer H2 Limo	L		\$1,000	5GRGN23U36H102198	IA	11/08/11	
9		1998 Lincoln Navigator	L		\$1,000	5LMRU27L4WLJ38759	IA	11/30/11	
10		2001 Lincoln Town Car St L	L			1L1FM81W71Y629531	IA	12/07/11	
11		1995 Lincoln Town Car Ex L	L		\$1,000	1LN1M81W6SY7117263	IA	01/11/12	

NPI clearly understands and shall comply with the requirements of section 126-81. It is our intent to operate a limo service only, not a taxi service. We have enclosed a copy of our Trip Log and a brochure detailing our associated rates.

#K
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City of Des Moines, Iowa
Office of
Des Moines Police Department
Community Outreach and Protective Services Section
Traffic Unit

To: Gary Fox
Traffic and Transportation

Date: 07November2011

From: Michael West
Senior Police Officer
Traffic Unit

Subject: Limo License
Mark Kirchner

When reviewing the applicants arrest and traffic records I could find nothing that would deny his application for a Certificate of Public Necessity.

The applicant currently has a valid Iowa Class "C" driver's license, which does not meet the requirements to operate a limo. If the applicant obtains a valid Iowa chauffeurs license, this applicant could be approved to operate a limo.

Michael West 4810

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November 3, 2011

TO: SPO Mike West
Traffic Unit, DMPD

FROM: Michael R. Berry
Engineering Department
Traffic & Transportation Division

SUBJECT: Investigation Requirement; Sec.126-184

SPO West,

As an attachment to this document I am enclosing a copy of the NPI Limo Service LLC application for Certificate of Public Necessity to operate a Limousine Company.

The corporate officer responsible is Mark E. Kirchner.

As indicated, the NPI Limo Service is applying for a Certificate of Public Necessity to operate a Limousine Company within the corporate limits of the City of the City of Des Moines.

As a part of that process "The police department shall review each applicants arrest and traffic records and report the results of the investigation to the City Council."

In the past, I have provided a report to this effect, to me from the Des Moines Police Department, for inclusion with the packet provided to the City Council for consideration.

Please review that attached documents. If you require more information, please advise. I believe the company contact information for NPI Limo Service LLC is a part of the packet.

There is no specific format for the report that is provided to Council, with this information. In the past it has been a one page statement to the effect that the applicant met (or did not meet) the requirements of this section of the municipal code.

Thanks,



ENGINEERING DEPARTMENT
TRAFFIC & TRANSPORTATION
DIVISION—City Hall; Lower level
400 Robert D. Ray Drive
DES MOINES, IOWA 50309
(515) 283-4973
FAX (515) 237-1640

ALL-AMERICA CITY
1949, 1976, 1981, 2003
2010

**OPERATING AGREEMENT
BY THE MEMBERS OF
NPI LIMO SERVICE, L.L.C.**

**ARTICLE I
ORGANIZATION OF THE COMPANY**

1.01 Formation. The parties to this Agreement have agreed to the formation and are Members of NPI Limó Service, L.L.C., a limited liability company organized under the provisions of the Iowa Act. A Certificate of Organization has been filed with the Iowa Secretary of State. The Managers may take such further actions as they deem necessary to permit the Company to conduct business as a limited liability company in any other jurisdiction.

1.02 Principal Office. The principal office of the Company shall be at 3329 - 109th Street, Urbandale, IA 50322, or such place as may be designated from time to time by the Managers. The Managers may establish additional places of business for the Company.

1.03 Business of the Company. The Company may engage in any business permitted by Iowa law.

**ARTICLE II
MEMBERS**

2.01 Initial Members. The names and addresses of the Members, their Capital Contribution, and their share of the Net Profits and Net Losses of the Company are as follows:

<u>Member & Address</u>	<u>Capital Contribution</u>	<u>Share of Net Profits and Losses</u>	<u>Membership Interests</u>
Mark Kirchner # 3329 - 109th Street Urbandale, IA 50322	\$500.00	100%	500

2.02 Additional Members.

- (a) A person other than a Transferee shall become a Member of the Company upon (i) the unanimous consent of the Members; (ii) payment of the agreed upon Capital Contribution to the Company by the person; and (iii) the person signing an addendum to this Agreement agreeing to be bound to its terms.

- (b) A Transferee becomes a Member upon the (i) unanimous consent of the Members other than the transferor-Member and (ii) the Transferee signing an addendum to this Agreement agreeing to be bound to its terms.
- (c) A Member who has transferred his or her entire Transferable Interest ceases to be a Member once the Transferees of his or her entire Transferable Interest become Members.
- (d) Changes to the names and addresses of the Members and the names and addresses of new Members shall be identified by an addendum to this Operating Agreement.
- (e) If, within ninety consecutive days after the Company ceases to have any Members and all of the following occur:
 - (1) The last person to have been a Member, or the legal representative of that person, designates a person to become a Member and
 - (2) The designated person consents to become a Member.

2.03 Liability for Required Contributions. A Member is liable to the Company for his or her Capital Contribution. In addition, any Member who fails to make a required Capital Contribution may have his or her Transferable Interest forfeited and he or she may be expelled as a Member of the Company pursuant to Section 7.04.

A person's obligation to make a contribution to the Company is not excused by the person's death, disability, or other inability to perform personally. If a person does not make a required contribution, the person or the person's estate is obligated to contribute money equal to the value of the part of the contribution which has not been made, at the option of the Company.

2.04 Additional Capital; Limitation. Other than the contributions of the Members set forth in Section 2.01 and new Members as provided in Section 2.02, no Member shall be required to make any additional contributions to the capital of the Company nor be obligated to restore any negative Capital Account as defined in Section 4.01. No Member shall have any liability to the Company, to the other Members, or to the creditors of the Company on account of any deficit balance in such Member's Capital Account except to the extent such deficit arises from the failure of the Member to contribute the full amount of his or her Capital Contribution which he or she was obligated to contribute. No Member shall be entitled to interest on any Capital Contribution or on such Member's Capital Account.

2.05 Member Authority Limited. A Member is not an agent of the Company solely by reason of being a Member. Unless expressly authorized to do so by the Managers, no Member shall have any power or authority to bind the Company in any way or to render it financially liable for any purpose.

2.06 Liability of Members. The debts, obligations, or other liabilities of the Company, whether arising in contract, tort, or otherwise, belong solely to the Company and do not become the debts, obligations, or liabilities of a Member solely by reason of the Member acting as a Member.

ARTICLE III MANAGEMENT OF THE COMPANY

3.01 Management by Managers.

- (a) The Company is manager-managed by one or more Managers appointed by the majority vote of the Members. The conduct of the Company's business and the management of its affairs will be exercised and conducted solely by the Managers and those persons designated by them in accordance with this Agreement.

Each Manager has equal rights in the management and conduct of the activities of the Company. A difference arising among Managers as to a matter in the ordinary course of the activities of the Company may be decided by a majority of the Managers. However, the Managers must receive the prior unanimous consent of the Members to do any of the following:

- (1) Sell, lease, exchange, or otherwise dispose of all, or substantially all, of the Company's property, with or without the goodwill, outside the ordinary course of the Company's business;
 - (2) Approve a merger, conversion, or domestication involving the Company;
 - (3) Undertake any other act outside the ordinary course of the Company's business; or
 - (4) Amend this Agreement.
- (b) Each Manager shall hold office until his or her death, resignation, or removal. A person need not be a Member to be a Manager, but the dissociation of a Member who is also a Manager removes the person as a Manager. If a person who is both a Manager and a Member ceases to be a Manager, that cessation does not by itself dissociate the person as a Member.

A Manager may resign upon thirty (30) days prior written notice to the other Managers. The Members may elect a new Manager to replace the resigning Manager at a meeting called for that purpose within thirty (30) days of delivery of the notice of resignation of such Manager.

A Manager may be removed as a Manager at any time with or without cause by a majority vote of the Members.

(c) The Initial Manager shall be: **Mark Kirchner**

3.02 Fiduciary Duties. The Managers owe to the Company and the Members the fiduciary duties of loyalty and care stated in subsections (a) and (b).

- (a) The duty of loyalty of a Manager includes all of the following duties:
- (1) To account to the Company and to hold as trustee for it any property, profit, or benefit derived by the Manager regarding any of the following:
 - (A) In the conduct or winding up of the Company's activities;
 - (B) From a use by the Manager or officer of the Company's property;
 - (C) From the appropriation of a Company opportunity.
 - (2) To refrain from dealing with the Company in the conduct or winding up of the Company's activities as or on behalf of a person having an interest adverse to the Company.
 - (3) To refrain from competing with the Company in the conduct of the Company's activities before the dissolution of the Company.
- (b) Subject to the business judgment rule as stated in subsection (e), the duty of care of a Manager in the conduct and winding up of the Company's activities is to act with the care that a person in a like position would reasonably exercise under similar circumstances and in a manner the Manager reasonably believes to be in the best interests of the Company.
- (c) A Manager shall discharge his or her duties under this Agreement and exercise any rights consistently with the contractual obligation of good faith and fair dealing.
- (d) All of the Members may authorize or ratify, after full disclosure of all material facts, a specific act or transaction that otherwise would violate the duty of loyalty.
- (e) A Manager satisfies the duty of care in subsection (b) if all of the following apply:
- (1) The Manager is not interested in the subject matter of the business judgment;
 - (2) The Manager is informed with respect to the subject of the business judgment to the extent the Manager reasonably believes to be appropriate in the circumstances; and

- (3) The Manager has a rational basis for believing that the business judgment is in the best interests of the Company.
- (f) A Member does not have any fiduciary duty to the Company or to any other Member solely by reason of being a Member.

3.03 Managers Have No Exclusive Duty to Company. So long as he or she does not violate 3.02(a) above, a Manager, solely by reason of being a Manager, shall not be required to manage the Company as his or her sole and exclusive function, and a Manager may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities of any Manager or to the income or proceeds derived therefrom.

3.04 Statements of Authority. The Managers are authorized on behalf of the Company to deliver to the Iowa Secretary of State for filing a statement of authority. The Statement may provide with respect to any Manager the authority, or limitations on the authority, of all persons holding the position to do any of the following:

- (a) Execute an instrument transferring real property held in the name of the Company; and
- (b) Enter into other transactions on behalf of, or otherwise act for or bind, the Company.

3.05 Use of Professionals. In exercising their powers, the Managers may rely upon and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, or document believed by them to be genuine and to have been signed or prepared by another Manager, Member, officer or employee of the Company, or by any other person (including legal counsel, accountants, and other experts), as to matters the Managers reasonably believe such person is a competent and reliable source for the information. Reliance on any opinion of an independent counsel, accountant or expert whom the Managers reasonably believe is a competent and reliable source for the information shall be full and complete authorization and protection in respect of any action taken or suffered or omitted by the Managers in good faith and in accordance with such opinion.

3.06 Meeting of Managers.

- (a) Quorum. A quorum for a meeting of Managers shall consist of a majority of the number of Managers.
- (b) Regular Meeting. Regular meetings of the Managers shall be held at such place and at such times as the Managers may, from time to time, decide. No notice shall be required for any regular meeting of the Managers.

- (c) Special Meetings. Special meetings of the Managers, for any purpose, may be called from time to time by the Managers or by a majority vote of the Members. Written notice indicating the date, time, place, and purpose of any special meeting shall be delivered to each Member and Manager not less than two (2) days before the date of the meeting.
- (d) Place of Meetings. The Managers may designate any place as the place of any Manager meeting. If the Managers do not designate the place for any Manager meeting, such Manager meeting shall be held at the Company's principal office.
- (e) Meeting of All Managers. Subject to subsection (f), if every Manager is present at any meeting, even without notice, the meeting shall be valid and Managers may take any lawful action at such meeting.
- (f) Waiver.
- (1) A Manager may waive any notice required by this Agreement before or after the date and time stated in the notice. The waiver must be in writing, be signed by the Manager entitled to the notice, and be delivered to the other Managers.
- (2) A Manager's attendance at a meeting:
- (A) Waives objection to lack of notice or defective notice of the meeting, unless the Manager at the beginning of the meeting or promptly upon the Manager's arrival objects to holding the meeting or transacting business at the meeting; and
- (B) Waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Manager objects to considering the matter when it is presented.
- (g) Action by Managers Without a Meeting. Any action required or permitted to be taken at a Manager meeting may be taken without a meeting and without notice of the action is taken by all Managers and if each Manager signs a written consent describing the action to be taken and files such consent with the Company records. Action taken under this subsection shall be effective when all Managers entitled to vote have signed the consent, unless the consent specifies a different effective date.
- (h) Participation By Other Means. Managers may participate in any Manager meeting by any means of communication that allows all Managers participating therein to simultaneously hear each other. Participating in such a meeting shall constitute attendance at such meeting.

3.07 Expenses and Salary. The Managers shall be reimbursed by the Company for their reasonable expenses incurred in connection with the performance of their duties and may receive such other compensation as determined by the Members from time to time.

3.08 Liability Limitation and Indemnification of the Managers.

- (a) A Manager shall not be personally liable to the Company or the Members for money damages for any action taken, or any failure to take any action, except liability for any of the following:
 - (1) A breach of the duty of loyalty;
 - (2) A financial benefit received by the Manager to which the Manager is not entitled;
 - (3) An improper distribution under Section 4.05(b) of this Agreement;
 - (4) Intentional infliction of harm on the Company or a Member; or
 - (5) An intentional violation of criminal law.

- (b) Any Manager shall be defended, indemnified, and held harmless by the Company from and against any and all losses, claims, damages, liabilities, settlements and other amounts arising from any and all claims (including reasonable legal fees and expenses), demands, actions, suits or proceedings (civil, criminal, administrative or investigative), in which he or she may be involved, as a party or otherwise, by reason of his or her management of the Company, whether or not he or she continues to be Manager at the time any such liability or expense is paid or incurred; provided that the Manager shall be entitled to the foregoing indemnification if a court of competent jurisdiction determined that such losses, claims, damages, liabilities, expenses, or such other amounts resulted primarily from either his or her (1) gross negligence or willful misconduct or (2) a breach of his or her fiduciary duties set forth in §3.03 of this Agreement. The termination of a proceeding by judgment, order, settlement or conviction upon a plea of *nolo contendere*, or its equivalent, shall not, of itself, create any presumption that such losses, claims, damages, liabilities, expenses, or such other amounts resulted primarily from the gross negligence or willful misconduct of the Manager, or that the conduct giving rise to such liability was not in the best interest of the Company. The Company shall indemnify any Manager who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by or in the right of the Company to procure a judgment in its favor by reason of the fact that such Manager is or was an agent of the Company, against any losses, claims, damages, liabilities, settlements, expenses, legal fees or any other amounts incurred by such Manager in connection with the

defense or settlement of such action; provided that the Manager shall not be entitled to the foregoing indemnification if a court of competent jurisdiction shall have determined that any such losses, claims, damages, liabilities, expenses or such other amounts resulted primarily from (1) the gross negligence or willful misconduct or (2) a breach of his or her fiduciary duties set forth in Section 3.02 of this Agreement. The Company shall advance a Manager any expenses (including, without limitation, reasonable legal fees and expenses) incurred as a result of any claim, demand, action, suit or proceeding referred to in this paragraph (b) provided that (1) the legal action, suit, etc., relates to the performance of duties or services by the Manager or officer on behalf of the Company; and (2) the Manager or officer gives a full recourse promissory note to the Company for the amounts of such advances payable in the event that the Manager is determined to be not entitled to indemnification under this Agreement.

- (c) The indemnification provided by paragraph (b) of this Section 3.08 shall not be deemed to be exclusive of any other rights to which the Managers may be entitled under any agreement, as a matter of law, in equity or otherwise, and shall continue as to the Managers who have ceased to have an official capacity and shall inure to the benefit of the heirs, personal administrators, executors, successors and assigns of the Managers.
- (d) Any indemnification pursuant to this section will be payable only from the assets of the Company.
- (e) The Company may purchase and maintain insurance on behalf of a Member or a Manager against liability asserted against or incurred by the Member or Manager in that capacity or arising from that status.

**ARTICLE IV
ALLOCATION AND DISTRIBUTIONS**

4.01 Capital Accounts.

- (a) A capital account (a "Capital Account") shall be established for each Member. Each Capital Account will be increased by (i) the amount of money contributed by such Member to the Company; (ii) the Gross Asset Value of property contributed by such Member to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under Section 752 of the Code); and (iii) the Net Profits allocated to the Member. Each Capital Account will be decreased by (i) the amount of money or, to the extent permissible under Treasury Regulations §1.704-1(b)2(iv)(e)(2), notes distributed to such Member by the Company; (ii) the Gross Asset Value of property distributed to such Member by the Company (net of liabilities secured by such distributed property that such member

is considered to assume or take subject to under §752 of the Code); and (iii) the amount of Net Losses allocated to such Member.

- (b) In the event a Member transfers a Transferable Interest, the Capital Account associated with such transfer shall become the Capital Account of the Transferee to the extent it relates to the Transferable Interest.
- (c) The manner in which Capital Accounts are to be maintained pursuant to this Section 4.01 is intended, and shall be construed, so as to comply with the requirements of §704(b) of the Code and the Treasury Regulations, and in the event there exists any inconsistency, the Code and the Treasury Regulations shall control.

4.02 Allocation of Net Profits and Net Losses. Except as provided in Section 4.03, the Net Profits and Net Losses of the Company for each Fiscal Year shall be allocated among the Members in accordance with Section 2.01 of this Agreement and among new Members as provided in relevant addendum to this Agreement.

4.03 Regulatory Allocations. The Capital Accounts of the Members are to be maintained in accordance with the Code and the Treasury Regulations, including without limitation the alternative test for economic effect set forth in Treasury Regulations §1.704-1(b)(2)(ii)(d) and the minimum gain chargeback provisions of Treasury Regulations §1.704-2, but nothing in this Agreement is intended to create a deficit restoration obligation or otherwise impose personally liability on a Member for a deficit in his or her Capital Account. Without limiting the generality of the foregoing:

- (a) If any member unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulations §1.704-1(b)(2)(ii)(d)(4), (5), or (6), which create or increase a deficit in its Adjusted Capital Account, then items of the Company's income and gain for such year and, if necessary, for subsequent years shall be specially credited to the Adjusted Capital Account of the Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the deficit in the Adjusted Capital Account as quickly as possible, provided that an allocation pursuant to this Section 4.03(a) shall be made only if and to the extent that such Member would have a deficit Adjusted Capital Account after all other allocations provided for in this Section 4.03 have been made as if Section 4.03(a) were not in this Agreement. It is the intent that this section be interpreted to comply with the alternative test for economic effect set forth in Treasury Regulations §1.704-1(b)(2)(ii)(d).
- (b) In the event any Member has a deficit Capital Account at the end of any Fiscal Year which is in excess of the sum of (i) the amount such Member is obligated to restore pursuant to any provision of this Agreement, if any, and (ii) the amount such Member is deemed to be obligated to restore pursuant to the penultimate sentences of §1.704-2(g)(1) and §1.704-2(i)(5) of the Treasury Regulations, each such Member

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shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 4.05(b) shall be made only if and to the extent that such Member would have a deficit Adjusted Capital Account in excess of such sum after all other allocations provided for in this Section 4.05 have been made as if Section 4.05(a) and this Section 4.05(b) were not in this Agreement.

- (c) Except as otherwise provided in §1.704-2(f) of the Treasury Regulations, and notwithstanding any other provision of this subsection, if there is a net decrease in partnership minimum gain during any Fiscal Year, each Member shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in partnership minimum gain, determined in accordance with Treasury Regulations §1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with §1.704-2(f)(6) and §1.704-2(j)(2) of the Treasury Regulations. This subsection is intended to comply with the minimum gain chargeback requirements in §1.704-2(f) of the Treasury Regulations and shall be interpreted consistently therewith.
- (d) Except as otherwise provided in §1.704-2(i)(4) of the Treasury Regulations, and notwithstanding any other provision of this subsection, if there is a net decrease in partner nonrecourse debt minimum gain attributable to a partner nonrecourse debt during any Fiscal Year, each member who has a share of the partner nonrecourse debt minimum gain attributable to such partner nonrecourse debt, determined in accordance with §1.704-2(i)(5) of the Treasury Regulations, shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in partner nonrecourse debt minimum gain attributable to such partner nonrecourse debt, determined in accordance with Treasury Regulation §1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with §1.704-2(i)(4) and §1.704-2(j)(2) of the Treasury Regulations. This Section is intended to comply with the minimum gain chargeback requirement in §1.704-2(i)(4) of the Treasury Regulations and shall be interpreted consistently therewith.
- (e) Nonrecourse deductions for any Fiscal Year shall be specially allocated among the Members in proportion to their respective interest in the Company.
- (f) Any partner nonrecourse deductions for any Fiscal Year shall be specially allocated to the Member who bears the economic risk of loss with respect to the partner

nonrecourse debt to which such partner nonrecourse deductions are attributable in accordance with Treasury Regulation §1.704-2(i)(1).

- (g) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code §734(b) or Code §743(b) is required, pursuant to Treasury Regulation §1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Member in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Treasury Regulations.
- (h) Notwithstanding the provisions of Section 4.02, the Regulatory Allocations shall be taken into account in allocating other items of income, gain, loss and deduction among the Members so that, to the extent possible, without violating the requirements giving rise to the Regulatory Allocations, the net amount of such allocations of other items and the Regulatory Allocations to each member shall be equal to the net amount that would have been allocated to each such member if the Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence, allocations pursuant to this subsection (h) shall only be made with respect to allocations pursuant to subsection (g) hereof to the extent the Managers reasonably determine that such allocations will otherwise be inconsistent with the economic agreement among the Members.
- (i) The Managers shall have reasonable discretion, with respect to each Fiscal Year, to (i) apply the provisions of subsection (h) hereof in whatever order is likely to minimize the economic distortions that might otherwise result from the Regulatory Allocations, and (ii) divide all allocations pursuant to subsection (h) hereof among the Members in a manner that is likely to minimize such economic distortions.
- (j) In the event that any debt of the Company is properly characterized as equity for U.S. federal income tax purposes, the holder of such debt shall be treated for purposes of maintaining Capital Accounts and for U.S. federal income tax purposes as a "partner"; Net Profit and Net Loss shall be computed without deducting any amount that would have been treated as interest if the debt had been properly classified as "debt" for U.S. federal income tax purposes; and the amount that otherwise would have been so deducted shall instead be specially allocated to holder of such recharacterized debt.

4.04 Tax Allocations. The Company's net taxable income or loss (and each item of income, gain, loss or deduction comprising such net taxable income or loss), as determined for federal income tax purposes, shall be allocated among the Members in the same proportions as the corresponding items of "book" income, gain, loss and deduction are allocated pursuant to Sections 4.02 and 4.03 hereof. Notwithstanding the foregoing sentence, federal income tax items relating to

(a) any property contributed to the Company if there was as of immediately following the contribution a difference between the Gross Asset Value of such property and the Company's adjusted tax basis in such property and (b) any property revalued pursuant to Section 10.09(d) of this Agreement if as of immediately following such revaluation there was a difference between the Gross Asset Value of such property and the Company's adjusted tax basis in such property, shall be allocated among the Members in accordance with §704(c) of the Code and Treasury Regulations §1.704-1(b)(2)(iv)(f) and (g), §1.704-1(b)(4)(i) and §1.704-3 to take into account the difference between the Gross Asset Value and the adjusted tax basis of such property.

4.05 Distribution of Cash and Other Property.

- (a) **Nonliquidating Distributions.** After establishing reserves for current and future Company obligations (as determined in the reasonable discretion of the Managers), and such other Company investments and expenditures as determined by the Managers, money and other property available for distribution may, as determined by the Managers, be distributed from time to time to the Members. Any such distributions made by the Company before its dissolution and winding up must be in equal shares among any person owning a Transferable Interest, except to the extent necessary to comply with any charging order in effect under Iowa Code §489.503.

Other than as provided above, a person does not have a right to a distribution. A Member's dissociation does not entitle the Member to a distribution

A Member does not have a right to demand or receive a distribution from the Company in any form other than money. The Company may distribute an asset in kind if each part of the asset is fungible with each other part and each Member receives a percentage of the asset equal in value to the Member's share of distributions. Distributed assets shall be valued at their Gross Asset Value for purposes of the distribution and shall be treated for financial accounting purposes as if sold at their Gross Asset Value immediately prior to the distribution, with any resulting profits or losses allocated among the Members per their interests in such profits or losses.

If a Member or Transferee becomes entitled to receive a distribution, the Member or Transferee has the status of, and is entitled to all remedies available to, a creditor of the Company with respect to the distribution. The Company's indebtedness to a Member incurred by reason of a distribution made in accordance with this section is at parity with the Company's indebtedness to its general, unsecured creditors.

No Member shall be distributed an amount greater than his or her Capital Account balance (it being understood that a distribution that would otherwise cause a Member to have a negative Capital Account shall be distributed instead to such other Members as have positive Capital Account balances, pro rata to such Members).

- (b) Limitation Upon Distributions. The Company shall not make a distribution if after the distribution any of the following applies:
- (1) The Company would not be able to pay its debts as they become due in the ordinary course of the Company's activities;
 - (2) The Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved, wound up, and terminated at the time of the distribution, to satisfy the preferential rights upon dissolution, winding up, and termination of Members whose preferential rights are superior to those of persons receiving the distribution; or
 - (3) The payment of the distribution would be a default by the Company under any agreement for borrowed money by the Company, whether after notice, lapse of time or otherwise.
- (c) The Company may base a determination that a distribution is not prohibited under subsection (b) on financial statements prepared on the basis of accounting practices and principles that are reasonable in the circumstances or on a fair valuation or other method that is reasonable under the circumstances.
- (d) Except as otherwise provided in subsection (f), the effect of a distribution under subsection (b) is measured as follows:
- (1) In the case of a distribution by purchase, redemption, or other acquisition of a Transferable Interest in the Company, as of the date money or other property is transferred or debt incurred by the Company.
 - (2) In all other cases, as follows:
 - (A) The date that distribution is authorized, if the payment occurs within one hundred twenty days after that date.
 - (B) The date that payment is made, if the payment occurs more than one hundred twenty days after the distribution is authorized.
- (e) The Company's indebtedness, including indebtedness issued in connection with or as part of a distribution, is not a liability for purposes of subsection (b) if the terms of the indebtedness provide that payment of principal and interest are made only to the extent that a distribution could be made to Members under this section. If indebtedness is issued as a distribution, each payment of principal or interest on the indebtedness is treated as a distribution, the effect of which is measured on the date the payment is made.

- (f) In subsection (b) "distribution" does not include amounts constituting reasonable compensation for present or past services or reasonable payments made in the ordinary course of business under a bona fide retirement plan or other benefits program.

ARTICLE V
TRANSFER OF TRANSFERABLE INTERESTS; NEW MEMBERS

5.01 Restrictions on Transfer of Interests

- (a) No Member (or Successor) may, without the prior consent of all of the Members not then in default hereunder, effect a Transfer of all or any part of his or her interest unless such Transfer (1) is authorized or required under Section 5.02.
- (b) If any voluntary Transfer (other than a Transfer authorized under Paragraph (A) above) is purported to be made or suffered without complying with the applicable provisions in this Article 5.01, such purported Transfer shall be void *ab initio*. A Member who has attempted a Transfer in violation of the terms of this Agreement shall automatically be deemed to be a "Successor" for all purposes of this Agreement as of the date the Company first learns of such purported Transfer.
- (c) Members who have effected Transfers of all of their Interests shall have no further right, authority, and/or responsibility to participate in the management of the business and affairs of the Company.
- (d) Each party hereto acknowledges the reasonableness of the restrictions of Transfer imposed by this Agreement in view of the Company purposes and the relationship of the Members. Accordingly, the restrictions on Transfer contained herein shall be specifically enforceable. Each party hereto hereby further agrees to hold the Company and each Member (and such Member's Successors) wholly and completely harmless from any cost, liability, or damage (including reasonable attorney's fees, liabilities for income taxes, and the cost of enforcing this indemnity) incurred by any of such indemnified Persons as a result of a Transfer or an attempted Transfer by such party in violation of this Agreement. In enforcing this Article 5.01, the Company may refuse to transfer any Interest or recognize any claim thereto in addition, and without prejudice, to any and all other rights or remedies which may be available to it and/or the other Members.

5.02 Right of First Refusal.

- (a) Subject to Paragraph (b) below, each time a Member or Successor proposes to make or suffer any transfer of all or any portion of his or her Interest, such Member or Successor (the "Selling Party Selling Party") shall give written notice thereof to all of the other Members (the "Disposition Notice"), which sets forth the portion (or all)

of Selling Party's Interest that is the subject of such proposed Transfer (the "Offered Interest Offered Interest"), the identity of the proposed transferee, and the other terms and conditions of such proposed transfer, including (a) a description of the consideration, if any, proposed to be received for the Offered Interest (and, if the proposed Transfer is to be wholly or partly for consideration other than money, the Disposition Notice shall state the amount of the monetary consideration, if any, and shall describe all nonmonetary consideration and state the fair market value thereof and the manner in which such fair market value was determined) (the "Purchase Price") and (b) a copy of the letter of intent (which may be nonbinding), if any, with the proposed transferee. By giving the Disposition Notice, the Selling Party shall be deemed to have granted to the other Members an option to purchase, in the aggregate, all (but not less than all) of the Offered Interest on the terms set forth in this Section.

- (1) Within forty-five (45) business days after receipt of the Disposition Notice, the Members shall notify, in writing, all Members (other than the Selling Party) of the portion (or all) of the Offered Interest that such Member(s) desires to purchase pursuant to this Section (the "Election").
- (2) If more than one Member elects to exercise the purchase option set forth in this Section (the "Electing Members Electing Members"), then unless they agree otherwise in writing, the Electing Members shall acquire portions of the Selling Party's Interest *pro rata* in the ratios in which each such Electing Member's Distribution Percentage bears to the aggregate Distribution Percentages owned by all of the Electing Members.
- (3) The failure of a Member to submit, the Election within the time period specified above shall constitute an election by such Member not to purchase any of the Offered Interest. Notwithstanding any provision in this Agreement to the contrary, any Disposition Notice given with respect to a deceased Member's Interest shall not become effective for purposes of instituting the provisions in this Section until such date as the personal representative of such deceased Member is appointed and qualified to act on behalf of the deceased Member.
- (4) Upon the determination of the portion of the Offered Interest that the Electing Members will purchase, the Administrative Member as the agent of the Electing Members shall give notice of the exercise to the Selling Party no later than five (5) business days after the Exercise Date. Such notice shall fix a closing date (the "Closing Date") for the purchase, which shall not be earlier than ten (10) or more than thirty (30) days after the Exercise Date.
- (5) Notwithstanding the foregoing, if the Electing Member(s) elect to purchase in the aggregate less than all of the Offered Interest within the applicable

periods specified in this Section, the Selling Party shall not be required to sell any part of such Offered Interest to any Electing Member and may conclude a sale of the entire Offered Interest to the Proposed Purchaser or, at his or her option, may sell so much of the Offered Interest to the Electing Members (at any time(s) specified by the Selling Party, which shall not be earlier than ten (10) or more than thirty (30) days after the Exercise Date) as they have elected to purchase, and conclude a sale of the remainder of such Offered Interest to the Proposed Purchaser for the price and on the terms and conditions set forth in the Disposition Notice, in any case, at any time within forty-five (45) business days after the Exercise Date.

- (6) The portion of the Purchase Price payable by an Electing Member Purchase Price shall be an amount equal to that percentage of the Offered Interest to be purchased by that Electing Member *multiplied by* the Purchase Price and shall be paid, by immediately available funds, on the Closing Date.
 - (7) The rights of first refusal set forth above shall be applicable to each attempted sale of an Offered Interest. Any Electing Member may assign all or a portion of his or her rights to acquire a portion (or all) of an Offered Interest to any person who would be a "Permitted Transferee" of such Member.
- (b) Any Member or Successor may, without making the offer provided for in Paragraph (a) above, transfer his or her Interest in the Company or any part thereof if such Transfer is made:
- (1) To any "Family Member" or in the case of a revocable *inter vivos* trust which is a Member, to the grantor and/or to any "Family Member" with respect to the grantor;
 - (2) To a trust which has as its beneficiaries only a Member who is in the Transferring Member's Class or Family Member(s) of such a Member;
 - (3) To any other Member who is in the Transferring Member's Class or Family Member of such other Member;
 - (4) If such Member is a trust, to the beneficiaries of such trust by operation or under authority of its governing instrument or by a Transfer from the trust to a Permitted Transferee; and/or
 - (5) If such Member is a corporation, limited liability company, or partnership, to effect the distribution of its Interest to its shareholders, members, or partners (as the case may be) or to effect a Transfer to a Permitted Transferee.

For purposes of this Section, the term "Permitted Transferees" shall mean any of the Persons described in (1), (2), or (3) above, and the term "Member of His Family Member" shall mean a spouse, child, spouse of a child, grandchild, sister, brother, or parent (each a "Close Relative") of the Person in question or a lineal descendant of any such Close Relative.

5.03 Transfer Defined. Transfer shall mean, for purposes of this agreement, any actual or purported sale, pledge, hypothecation, assignment, gift, transfer, mortgage, conveyance or other disposition or encumbrance of any member interest.

ARTICLE VI VOTING, QUORUM, AND MEETING OF MEMBERS

6.01 Voting Rights. Each Member shall have one vote.

6.02 Meetings. Meetings of the Members may be called from time to time by the Managers or by a majority of the Members. A difference arising among Members as to matters upon which the Members are required or permitted to take action shall be decided by a majority of the Members.

6.03 Place of Meetings. The Managers may designate any place as the place of any Member meeting. If the Managers do not designate the place for a Member meeting, the Member meeting shall be held at the Company's principal office.

6.04 Notice. Written notice indicating the date, time, place, and purpose of all Member meetings shall be delivered to each Member not less than ten (10) days before the date of the meeting.

6.05 Meeting of All Members. Subject to Section 6.13, if every Member is present at any meeting, even without notice, such meeting shall be valid and Members may take any action required or permitted to be taken at a Member meeting.

6.06 Record Date. The record date for purposes of determining the Members entitled to notice of or vote at any Member meeting shall be the date on which the notice is mailed.

6.07 Quorum. A majority of the outstanding Membership interests of the Company entitled to vote represented in person or by proxy, shall constitute a quorum at a meeting of the Members. Each Member shall be entitled to one vote for each Membership interest held by such Member upon each matter submitted to a vote at a meeting of the Members.

6.08 Amending this Agreement. The unanimous consent of the Members is required in order to amend this Agreement.

6.09 Proxies. A Member may vote in person or by proxy, provided any proxy is executed in writing by the Member. Any such proxy must be filed with the Managers before or at the time of the meeting. No proxy shall be valid after six months of its execution.

6.10 Action by Members Without a Meeting. Any action required or permitted to be taken at a Member meeting may be taken without a meeting and without notice if the action is taken by all Members and if each Member signs a written consent describing the action to be taken and delivered to the Managers for filing with the Company records. The record date for determining which members may take action without a meeting shall be the date the first Member signs a written consent. Action taken under this Section shall be effective when all Members entitled to vote have signed the consent, unless the consent specifies a different effective date.

6.11 Participation By Other Means. Members may participate in any Member meeting by any means of communication method that allows all Members participating therein to simultaneously hear each other. Participating in such a meeting shall constitute attendance at such meeting.

6.12 Member Representative. Any non-individual Member shall designate one individual to act as the exclusive representative of the Member for all purposes related to the Company, including, without limitation, for purposes of participating of the Member in all Member meetings, the voting by the Member and the execution of any written consent evidencing action of the Members taken without a meeting. A Member may change the identity of the Member's representative at any time and from time to time, in the Member's sole discretion, but shall provide written notice thereof to the Managers.

6.13 Waiver.

- (a) A Member may waive any notice required by this Agreement before or after the date and time stated in the notice. The waiver must be in writing, be signed by the Member entitled to the notice, and be delivered to the Managers.
- (b) A Member's attendance at a meeting: (i) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting or promptly upon the Member's arrival objects to holding the meeting or transacting business at the meeting, and (ii) waives objection to consideration of a particular matter at the meeting that is not within the purpose of purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

**ARTICLE VII
DISSOCIATION / EXPULSION**

7.01 Dissociation Events. A Member is dissociated from the Company when one or more of the following events occur:

- (a) The Company has actual notice of the Member's express will to dissociate, but, if the Member specified a withdrawal date later than the date the company received actual notice, on that later date;
- (b) The Member is expelled from the Company pursuant to Section 7.04;
- (c) On application by the Company, the Member is expelled as a Member by judicial order because the Member:
 - (1) Has engaged, or is engaging in, wrongful conduct that has adversely and materially affected, or will adversely and materially affect, the Company's activities;
 - (2) Has willfully or persistently committed, or is willfully and persistently committing, a material breach of this Agreement; or
 - (3) Has engaged in, or is engaging, in conduct relating to Company's activities which makes it not reasonably practicable to carry on the activities with the Member associated with Company;
- (d) In the case of a Member who is an individual, the person dies;
- (e) In the case of a person who is a trust or is acting as a Member by virtue of being a trustee of a trust, the trust's entire Transferable Interest in the Company is distributed;
- (f) In the case of a person who is an estate or is acting as a Member by virtue of being a personal representative of an estate, the estate's entire Transferable Interest in the Company is distributed;
- (g) In the case of a Member who is not an individual, partnership, limited liability company, corporation, trust or estate, the termination of the Member;
- (h) The Company participates in a merger and the Company is not the surviving entity or as a result of the merger the Member ceases to be a Member;
- (i) The Company participates in a conversion under the Iowa Act;
- (j) The Company participates in a domestication under the Iowa Act, if, as a result of the domestication, the person ceases to be a Member; or
- (k) The company terminates.

7.02 Wrongful Dissociation. A Member who wrongfully dissociates from the Company is liable to the Company and, subject to Iowa Code §489.901, to the other Members for damages caused by the dissociation. The liability is in addition to any other debt, obligation, or other liability of the Member to the Company or other Members. The Member's dissociation from the Company is wrongful if the dissociation occurs before the termination of Company and any of the following apply:

- (a) The Member withdraws by express will;
- (b) The Member is expelled by judicial order pursuant to Section 7.01(c); or
- (c) In the case of a Member who is not a trust other than a business trust, an estate, or an individual, the Member is expelled or otherwise dissociated as a Member because it willfully dissolved or terminated.

7.03 Effect of Dissociation. A Member's dissociation from the Company does not of itself discharge the person from any debt, obligation, or other liability to the Company or other Members which the dissociated Member incurred while a Member. When a Member dissociates from Company:

- (a) The person's right to participate as a Member in the management and conduct of Company's activities terminates; and
- (b) Subject to Iowa Code §489.504 and the terms of any merger, conversion or domestication to which the Company is a party, any Transferable Interest owned by the person immediately before dissociation in the person's capacity as Member is owned by the person solely as a Transferee.

7.04 Expulsion of a Member. A Member may be expelled by the unanimous consent of the other Members if:

- (a) Any Member may be immediately expelled for cause upon a determination by the Members (other than the Member subject to the expulsion vote) by Major Decision Approval. In the event a Member is expelled, such Member (the "Expelled Member") shall have been deemed to have granted the Company an option (the "Expulsion Option") to purchase such Expelled Member's Interest pursuant to this Section as of the date written notice of such vote to expel is given to the Expelled Member (the "Expulsion Date") for an amount equal to the "Withdrawal Value" (as hereinafter defined) of such Member's Interest. Unless otherwise expressly determined at the vote to expel such Member, the Company shall not dissolve and liquidate as a result of such expulsion. The Expelled Member shall automatically become a Successor as of the Expulsion Date and shall thereafter have no further right to participate in the business and affairs of the Company or to exercise any other rights of a Member hereunder.

- (b) The Company may elect to exercise the Expulsion Option by giving written notice of its election to the Expelled Member at any time within thirty (30) after the date of the Expulsion Date. The decision of whether or not the Company will exercise the Expulsion Option shall be made by the Members (other than the Expelled Member) by Major Decision Approval. The Company's notice of its election shall set forth a closing date (the "Closing Date") for the purchase, which shall not be more than thirty (30) days after the date of Company's notice.
- (c) The Company shall be entitled to withhold from the Withdrawal Amount in Closing, and to pay over to the appropriate Person, any sum or amount that the Expelled Member owes the Company and/or any other Member or Successor under or by virtue of this Agreement, and the amount so withheld (the "Amounts In Default") shall be paid or contributed, as the case may be, on behalf of the Expelled Member, over to a Person (i.e., the Member, Successor, or Company) entitled thereto. For purposes of all computations, distributions, and allocations hereunder, any amount so withheld and paid over to another party or Person shall nevertheless be deemed to have been paid or distributed to the Expelled Member.
- (d) At the Closing, the Company shall pay in cash to the appropriate payee(s) all of the Expelled Member's Amounts in Default. The balance of the Withdrawal Amount for the Expelled Member's Interest shall be evidenced by a promissory note executed by the Company (the "Note") and shall be payable in five (5) equal annual installments of principal each due on the anniversary of the Closing. Interest on the unpaid principal balance of the Note shall be payable quarterly, with the first payment due and payable on the last day of the first March, June, September, or December after the Closing, and all accrued but unpaid interest due and payable on the fifth (5th) anniversary of the Closing. Interest on the Note shall be computed at the Applicable Rate. Concurrently with the delivery of the Note, the Expelled Member shall deliver or cause to be delivered to the Company (1) such instruments and documents confirming the liquidation of the Expelled Member's Interest and his or her withdrawal from the Company, as the Company shall request; and (2) any and all Company assets, books, records, plans, and other property which are then in the Expelled Member's possession or control.
- (e) For purposes of this Section, the occurrence of one or more of the following shall constitute cause:
- (1) A Member or Successor defaults under this Agreement in the making of any capital contribution or the payment to or on behalf of the Company or any other Member required of such Member or Successor under the terms of this Agreement (including the obligation to repay and Make-up Contribution, or to repay Payor Loans) and such default continues for 20 days after notice and demand has been given by any other Member;

- (2) A proceeding shall have been instituted in a court seeking a decree or order for relief in respect to a Member or Successor in an involuntary case under any applicable bankruptcy, insolvency, or other similar law now or hereafter in effect, or for the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator, or other similar official of such Member or Successor, or for any substantial part of the property of such Member or Successor, or for the winding up or liquidation of the affairs of such Member or Successor, and such proceedings shall remain undismissed or unstayed and in effect for a period of 30 days, or such court shall enter a decree or order granting any relief sought in such proceeding;
- (3) A Member or Successor shall become insolvent or unable to pay its debts as they mature, shall commence a voluntary case under any applicable bankruptcy, insolvency, or other similar law now or hereafter in effect, or shall consent to the entry of an order for relief in an involuntary case under any such law, or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator, or other similar official of such Member or Successor or shall make a general assignment for the benefit of creditors;
- (4) A Member or Successor pledges its Interest in accordance with Section 5.01 and a creditor of such Member or Successor forecloses or threatens to foreclose on such Interest or such Member or Successor assigns or transfers such Interest to a creditor;
- (5) A Member or Successor commits Misconduct;
- (6) A Member or Successor ceases to provide service to the Company without the express written consent of the other Members; or
- (7) A Member or Successor transfers or attempts to transfer all or any portion of its Interest in violation of Article 5.01.

7.05 Determination of Withdrawal Value.

- (a) The "Withdrawal Value" of the Interest of an Expelled or Disabled Member shall be the amount to which such Member would be entitled under Section 9.02 if the Company had wound up its business and affairs, sold all of the Business Property for its fair market value immediately prior to the Expulsion Date, paid all of its liabilities, and liquidated without provision for any debts and/or liabilities which cannot be reasonably estimated at such time. The parties hereto hereby agree that, in determining the Withdrawal Value of an Expelled Member's Interest, no value shall be placed on any goodwill, going concern value, or similar intangibles.

- (b) The Expelled Member shall notify the Company, in writing, of his or her determination of the Withdrawal Value within forty-five (45) days after the Expulsion Date, the "Disposition Notice" by separately setting forth such amount in writing the Disposition Notice. The Company may either accept the Withdrawal Value as so determined by the Seller or shall appoint an appraiser within seven (7) business days after the date of the Disposition Notice is delivered and shall immediately notify the Seller of the appointment and identity of its appraiser. The appraiser, if any, for the Company shall be chosen by Major Decision Approval of the Members (other than the Sellers) and the failure of the Company to appoint an appraiser within the foregoing time limit shall be deemed to be an acceptance of the Withdrawal Value set forth by the Seller in the Disposition Notice, which shall then be conclusive and binding on all of the parties hereto.
- (c) The appraiser, if any, appointed by the Company shall provide a written determination of the Withdrawal Value of the Seller's Interest to the Seller and the other Members within ten (10) business days of such appraiser's appointment (the "Appraisal Notice"). Within three (3) business days of receipt of the Appraisal Notice, the Seller shall notify the Company and the other Members of whether the Seller agrees to the Withdrawal Value of the Seller's Interest as set forth in the Appraisal Notice. If the Seller does not agree to the Withdrawal Value set forth in the Appraisal Notice, the Seller shall appoint an appraiser within five (5) business days after receipt of the Appraisal Notice. In the event the Seller fails to appoint an appraiser within the foregoing time limit, the Withdrawal Value for the Seller's Interest as set forth in the Appraisal Notice shall be conclusive and binding on all the parties hereto. The appraiser, if any, appointed by the Seller shall provide a written determination of the Withdrawal Value to the Company and the other Members within ten (10) business days of such appraiser's appointment.
- (d) In the event both the Seller and the Company appoint appraisers and the written appraisal of each appraiser is within Five percent (5%) of the numerical average (mean) of both appraisals, then the Withdrawal Value shall be the numerical average (mean) of both appraisals. If each appraisal is not within Five percent (5%) of the numerical average (mean) of both appraisals, then the two appraisers shall mutually select and appoint a similarly qualified third appraiser. Within ten (10) business days after the appointment of the third appraiser, the three appraisers shall submit their appraisals in writing, and the Withdrawal Value of the Seller's Interest shall be conclusively determined by taking the numerical average (mean) of the two appraisal Withdrawal Value figures which are closest together. The Withdrawal Value of the Seller's Interest, as so determined, shall be final and binding upon the parties hereto.
- (e) All appraisers appointed hereunder shall be experienced in making appraisals of real estate. The cost of such appraisals shall be paid by the Company. All of the parties hereto shall cooperate fully with the appraiser(s) appointed hereunder with respect to matters germane to the valuation of the Seller's Interest.

- (f) Notwithstanding anything contained in subparagraphs (a) through (e) above of this Agreement, at each annual meeting of the Company's Members, or more frequently if so desired, the price of each membership interest of the Company, including the value of the Company as a going concern, may be fixed by the decision of the Members then holding units and shall be endorsed on Schedule A attached to the counterpart of this Agreement and delivered to the Company. Each value so endorsed shall be verified by the signatures of the Members. In the event the Members fail to determine a value in any particular year, such value shall then be determined as set forth in paragraphs (a) through (e) above.

**ARTICLE VIII
RECORDS; FINANCIAL AND FISCAL AFFAIRS; TAX REPORTING**

8.01 Records and Accounting.

- (a) The books of account of the Company shall be maintained at the Company's principal office. The Company shall maintain correct and proper books and records, entering fully and properly all Company transactions, as reasonably determined by the Managers.
- (b) Upon request, for any purpose reasonably related to the Member's interest as a Member, the Managers will furnish a copy of such information as is required by the Iowa Act to a Member or his, her, or its representative; provided, however, that the information furnished to the Member will not, in any event, be used for commercial purposes unrelated to the business operations of the Company. Any Member may inspect and copy or obtain from the Managers the financial records of the Company and its tax returns. A Member shall give the Managers at least five (5) business days prior written notice for any inspection and copying permitted pursuant to this subsection by the Member or its authorized attorney or agent.

8.02 Tax Information. The Managers will cause to be delivered, as soon as practical after the end of each Fiscal Year of the Company, to the Members and persons who were Members during such Fiscal Year (as well as to all persons treated as partners for U.S. federal income tax purposes) all information concerning the Company necessary to enable such Member or other person to prepare his, her, or its Federal and state income tax returns for such Fiscal Year, including a statement indicating such person's share of Net Profits, Net Losses, deductions, and credits for such Fiscal Year for Federal and state income tax purposes, and the amount of any distribution made to or for the account of such person during such Fiscal Year pursuant to this Agreement.

8.03 Tax Returns. The Managers shall cause income tax returns for the Company to be prepared and timely filed in accordance with applicable law.

8.04 Elections.

- (a) The Managers may elect to adjust the basis of the Company assets for federal income tax purposes in accordance with §754 of the Code in the event of a distribution of Company property as described in §734 of the Code or a transfer by any Member as described in § 743 of the Code.
- (b) The Managers, in their discretion, at any time and from time to time may also make such other tax elections as they deem necessary or desirable.

8.05 Interim Closing of the Books. There shall be an interim closing of the books of account of the Company (i) at any time a taxable year of the Company shall end pursuant to the Code, and (ii) at any other time determined by the Managers to be required by good accounting practice or otherwise appropriate under the circumstances.

8.06 Tax Matters Partner. The Manager(s) shall be the "Tax Matters Partner" within the meaning of Code §6231(a)(7) and is authorized to exercise the functions of a Tax Matters Partner under the Code. It shall be reimbursed for all reasonable expenses associated with its duties as Tax Matters Partner.

ARTICLE IX DISSOLUTION

9.01 Events Causing Dissolution. The Company is dissolved, and its activities must be wound up, upon the occurrence of any of the following:

- (a) The consent of all the Members;
- (b) The passage of 90 consecutive days during which the Company has no Members;
- (c) On application by a Member, the entry by a district court of an order dissolving the Company on the grounds that the conduct of all or substantially all of the Company's activities is unlawful; or it is not reasonably practicable to carry on the Company's activities in conformity with its Certificate and this Agreement certificate; or
- (d) On application by a Member or Transferee, the entry by a district court of an order dissolving the Company on the grounds that the Managers in control of the Company have acted, are acting, or will act in a manner that is illegal or fraudulent or have acted or are acting in a manner that is oppressive and was, is, or will be directly harmful to the applicant. In a proceeding brought under this subsection (d), the court may order a remedy other than dissolution.

9.02 Distribution of Assets in Winding Up Company.

- (a) In winding up its activities, the Company must apply its assets to discharge its obligations to creditors, including Members who are creditors.

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- (b) After the Company complies with subsection (a), any surplus must be distributed in the following order, subject to any charging order in effect under Iowa Code §489.503:
 - (1) To each person owning a Transferable Interest that reflects Capital Contributions made by a Member and not previously returned, an amount equal to the value of the unreturned Capital Contributions; and
 - (2) In equal shares to each person owning a Transferable Interest.
- (c) If the Company does not have sufficient surplus to comply with subsection (b)(1), any surplus must be distributed among the owners of Transferable Interests in proportion to the value of their respective unreturned Capital Contributions.
- (d) All distributions made under subsections (b) and (c) must be paid in money.

9.03 Business After Dissolution. After dissolution, the Company shall not engage in any business except that necessary to wind up the Company's affairs pursuant to Iowa Code § 489.702 and to protect the value of and distribute the Company's assets.

9.04 Net Profits and Net Losses During Winding Up. Net Profits and Net Losses earned or incurred during the course of the winding up of the Company shall be credited or debited to the Members in the same proportion as before dissolution.

9.05 Management of the Company After Dissolution. The Managers shall continue to manage the Company after dissolution.

9.06 Winding Up. Upon dissolution each member shall look solely to the assets of the Company for the return of its Capital Account. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return to the Capital Account of each Member, such Member shall have no recourse against other Members, in their capacity as such. Further, no Member shall be required to restore any deficit in his, her or its Capital Account and such deficit shall not be treated as an asset of the Company. The winding up of the affairs of the Company and the distribution of its assets shall be conducted exclusively by the Managers, who are hereby authorized to take all actions necessary to accomplish such distribution, including without limitation, selling any Company assets the Managers deem necessary or appropriate to sell.

ARTICLE X DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

10.01 "Adjusted Capital Account" shall mean, with respect to each Member, the Member's Capital Account as adjusted by the items described in §1.704-2(g)(1), §1.704-2(i)(5) and §1.704-1(b)(2)(ii)(d)(4), (5) and (6) of the Treasury Regulations.

10.02 "Agreement" shall mean this Operating Agreement, as originally executed or as amended, modified, supplemented or restated from time to time.

10.03 "Capital Account" shall have the meaning ascribed to it in Section 4.01 of this Agreement.

10.04 "Capital Contribution" shall mean in the case of any Member as of any date of determination, the aggregate amount of cash and fair market value of any non-cash property (net of any liabilities assumed by the Company or secured by such property) that such Member shall be credited with contributing, directly or by assignment, to the Company on or prior to such date.

10.05 "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time and any successor statute or subsequent codification or recodification of the federal income tax laws of the United States.

10.06 "Company" shall mean NPI Limo Service, L.L.C., as such limited liability company may from time to time be constituted.

10.07 "Iowa Act" shall mean the Iowa Revised Uniform Limited Liability Company Act, Chapter 489 of the Iowa Code, as amended.

10.08 "Fiscal Year" shall mean the twelve-month period ending December 31.

10.09 "Gross Asset Value" shall mean, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

- (a) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the Managers;
- (b) The Gross Asset Value of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Managers, as of the following times: (i) the contribution of more than *de minimus* additional capital by any new Member or existing Member; (ii) the distribution by the Company to a Member of more than a *de minimis* amount of property as consideration for the Member's Capital Contribution; and (iii) the liquidation of the Company within the meaning of §1.704-1(b)(2)(ii)(g) of the Treasury Regulations; provided, however, that adjustments pursuant to the preceding clauses (i) and (ii) shall be made only if the Managers determine that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members;

- (c) The Gross Asset Value of any Company asset distributed by any Member shall be adjusted to equal the gross fair market value of such asset on the date of distribution, as determined by the Managers; and
- (d) The Gross Asset Values of Company assets shall be increased or decreased, as the case may be, to reflect any adjustments to the adjusted basis of such assets pursuant to §734(b) or §743(b) of the Code, but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to §1.704-1(b)(2)(iv)(m) of the Treasury Regulations; provided, however, that Gross Asset Values shall not be adjusted pursuant to clause (d) to the extent that the Managers determine that an adjustment pursuant to this clause (d) is not necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this clause.

If the Gross Asset Value of an asset has been determined or adjusted pursuant to of this Agreement, such Gross Asset Value shall thereafter be adjusted by the depreciation taken into account with respect to such asset for purposes of computing Net Profits and Net Losses.

10.10 "Managers" shall mean the persons appointed pursuant to Section 3.01.

10.11 "Member" shall mean a person who at any given time is a Member of the Company.

10.12 "Net Profits" shall mean, for each Fiscal Year, the net taxable income of the Company determined in accordance with the income tax basis method of accounting and as reported, separately and in the aggregate, as appropriate, on the Company's information return filed for United States federal income tax purposes, less any expenditures not deductible in computing the Company's taxable income and not properly chargeable to capital account under §705(a)(2)(B) of the Code plus any tax-exempt income of the Company; adjusted in the event that the Gross Asset Value of any asset differs from its adjusted tax basis to compute gain or loss and depreciation or amortization in respect of such property by reference to such Gross Asset Value; and adjusted, in the event that any asset is revalued pursuant to Section 10.09(b) or (d), to include as gain or loss the net increase or decrease in the Gross Asset Value of the asset.

10.13 "Net Losses" shall mean, for each Fiscal Year, the net taxable loss of the Company determined in accordance with the income tax basis method of accounting and as reported, separately and in the aggregate, as appropriate, on the Company's information return filed for United States federal income tax purposes, plus any expenditures not deductible in computing the Company's taxable income and not properly chargeable to capital account under §705(a)(2)(B) of the Code less any tax-exempt income of the Company; adjusted in the event that the Gross Asset Value of any asset differs from its adjusted tax basis to compute gain or loss and depreciation or amortization in respect of such property by reference to such Gross Asset Value; and adjusted, in the event that any asset is revalued pursuant to Section 10.09(b) or (d), to include as gain or loss the net increase or decrease in the Gross Asset Value of the asset.

10.14 "Regulatory Allocations" shall mean the allocations pursuant to Section 4.03(a) through (i) of this Agreement.

10.15 "Transferable Interest" shall mean the right, as originally associated with a person's capacity as a Member, to receive distributions from the company in accordance with this Agreement, whether or not the person remains a Member or continues to own any part of the right.

10.16 "Transferee" shall mean a person to which all or part of a Transferable Interest has been transferred, whether or not the transferor is a Member.

10.17 "Treasury Regulations" shall mean the regulations of the United States Department of the Treasury pertaining to the income tax, as from time to time in force.

ARTICLE XI MISCELLANEOUS

11.01 Notices. Any notice, offer, consent or other communication required or permitted to be given or made hereunder shall be in writing and will be deemed to have been sufficiently delivered (a) three business days after the date mailed by certified mail, return receipt requested, postage prepaid, or (b) when delivered by a nationally recognized overnight delivery service (receipt requested) or (c) when delivered personally to the party (or an officer of the party) to whom the same is directed, or (d) when the electronic transmission of electronic mail or fax is successfully completed;

If to: Mark Kirchner
3329 - 109th Street
Urbandale, IA 50322

11.02 Possible Restrictions. Notwithstanding anything to the contrary contained in this Agreement, in the event of (a) the enactment (or imminent enactment) of any legislation, (b) the publication of any temporary or final regulation by the United States Department of the Treasury, (c) any ruling by the Internal Revenue Service or (d) any judicial decision that, in any such case, in the opinion of counsel for the Company, would result in the taxation of the Company as an association taxable as a corporation or would otherwise result in the Company being taxed as an entity for federal income tax purposes, then the Managers may impose such restrictions as may be required, in the opinion of counsel, to prevent the Company for Federal income tax purposes from being taxed as an association taxable as a corporation or otherwise as an entity, including, without limitation, making any amendments to this Agreement as the Managers in their sole discretion may determine to be necessary or appropriate to impose such restrictions.

11.03 Governing Law; Successors. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa and, subject to the restrictions on transferability set forth in this Agreement, shall bind and inure to the benefit of the heirs, executors, personal

representatives, successors and assigns of the Members. The rights and liabilities of the Members under this Agreement shall be as provided by Iowa law.

11.04 Entire Agreement. This Agreement is the sole operating agreement of the Company and constitutes the entire agreement among the parties relating to its subject matter; this Agreement supersedes any prior agreements or understandings between the parties, oral or written relating to its subject matter, all of which are hereby canceled. This Agreement may not be modified or amended except in writing with the unanimous consent of the Members.

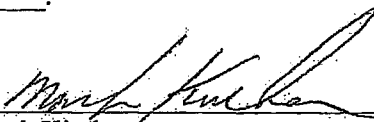
11.05 Headings, etc. The Article and Section headings in this Agreement are inserted for convenience of reference only and shall not affect interpretation of this Agreement. Whenever the context shall require, each term stated in either the singular or plural shall include the singular and the plural, and masculine or neuter pronouns shall include the masculine, the feminine and the neuter.

11.06 No Waiver. No failure or delay on the part of any Member in exercising any rights under this Agreement, or in insisting on strict performance of any covenant or condition contained in this Agreement, shall operate as a waiver of any of such Member's rights hereunder.

11.07 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

11.08 Assignment. Other than Transferable Interests, no assignment of any rights or delegation of any obligations provided for in this Agreement shall be made by any Member without the prior written consent of the other Members.

IN WITNESS WHEREOF, all of the Members have executed this Agreement effective as of the _____ day of _____, 20_____.



Mark Kirchner

CERTIFICATE OF AGREED VALUE

We, the undersigned, NPI Limo Service, L.L.C., an Iowa Limited Liability Company, and the other signers, being all of the Members of the Limited Liability Company, do hereby certify that the value of each membership unit of NPI Limo Service, L.L.C. as of the _____ day of _____, 20____, is \$ _____ per unit.

Dated this _____ day of _____, 20____.

NPI LIMO SERVICE, L.L.C.

By: _____

Mark Kirchner

Member / Manager

**MINUTES OF INFORMAL ACTION OF THE MEMBERS
IN LIEU OF THE FIRST ORGANIZATIONAL MEETING
OF
NPI LIMO SERVICE, L.L.C.**

WHEREAS, the undersigned Members of NPI Limo Service, L.L.C., an Iowa Limited Liability Company (the "Limited Company") desire that the actions expressed in the resolutions hereinafter set forth shall be the actions of the Limited Company;

NOW, THEREFORE, the undersigned, being all of the Members of the Limited Company, and the Organizer, hereby consent to the taking of the action set forth in the following resolutions and hereby adopt the same, all as of the date hereof;

RESOLVED, that the person listed below be elected to the position of Manager until the next annual meeting or until his successors are duly elected and qualified:

Mark Kirchner

RESOLVED FURTHER, that the Operating Agreement for the government of the Limited Company, a copy of which is attached hereto as Exhibit "A," be adopted as the Operating Agreement of the Limited Company and that the Secretary be hereby directed to record the same in the Minute Book of the Limited Company.

RESOLVED FURTHER, that the Manager is authorized and directed to procure the proper company books and that the Manager is authorized to pay all expenses incident to or necessary for the organization of the Limited Company and the transaction of its business.

RESOLVED FURTHER, that the offer received from the company and person designated below to purchase the number of units of the Limited Company set forth opposite their names are acceptable:

<u>NAME</u>	<u>NUMBER OF UNITS</u>	<u>CONSIDERATION</u>
Mark Kirchner	500	\$500.00

RESOLVED FURTHER, that the Members of this Limited Company be, and they hereby are, authorized and directed to do any and all things necessary to carry into effect the foregoing resolutions and to complete all matters necessary to the organization of the Limited Company.

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CERTIFICATE NO. 1

**CERTIFICATE OF OWNERSHIP
IN
NPI LIMO SERVICE, L.L.C.**

KNOW ALL MEN BY THESE PRESENTS: That Mark Kirchner, of 3329 - 109th Street, Urbandale, IA 50322, is vested with a \$500.00 capital contribution in NPI Limo Service, L.L.C., representing a 100% ownership interest. The stated capital contribution and proportionate equity interest is subject to change and is reflected in the books and records of the company which are prepared and kept in accordance with the Articles of Organization and all Operating Agreements as may be in force from time to time.

RESTRICTIONS:

- 1) This Certificate of Ownership does not confer the right to participate in management unless its owner is accepted by the members of the company; and
- 2) This interest is subject to the Articles of Organization and Operating Agreement of the company.

Dated this _____ day of _____, 20__.

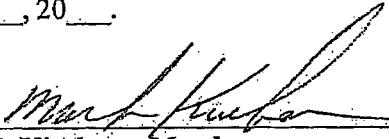
NPI LIMO SERVICE, L.L.C.

By: _____

Mark Kirchner, Member

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Dated this _____ day of _____, 20__.



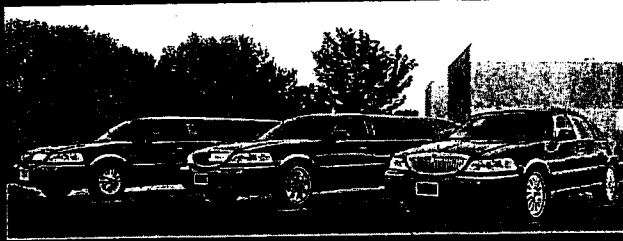
Mark Kirchner, Member

David L. Wetsch, Organizer

3329 109th Street
Urbandale, IA 50322
ph: 515-274-3978
fax: 515-270-3888

NPI Limo Service LLC

Home Services Vehicles



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This means providing transportation that reflects your unique personality and style. Our chauffeurs pride themselves on being professional, courteous and efficient.

Our rates are competitive, with no hidden fees.
Our service is second to none.

Locally owned and operated

Call 515-274-3978 to check for availability and reservations

Business Hours

24 hours a day
7 days a week

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NPI Limo Service LLC © 3329 109th Street, Urbandale, IA 50322

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Contact Information	3329 109th Street Urbandale, IA 50322 515-274-3978	Business Profile	http://business.in.tuit.com/directory/info-npi-limo-service-llc-urbandale-ia
		Rating	