

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA

American Executive Centers, Inc.

VS.

Tactical Rabbit, Inc. c/o Everett Stern

:  
:  
:  
:  
:

NO. 2015-04796

**COVER SHEET OF MOVING PARTY**

Date of Filing 6/17/15 Moving Party Plaintiff, American Executive Centers, Inc.

Counsel for Moving Party Scott R. Reidenbach, Esq. & Brian M. Marriott, Esq. I.D. No. 81388 & 82185

Document Filed (Specify) Motion for Alternative Service

Matter is: \_\_\_\_\_ (Appealable) \_\_\_\_\_ (Interlocutory)

Oral Argument: \_\_\_\_\_ (Yes) \_\_\_\_\_ (No) Discovery Needed: \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

**CERTIFICATIONS** - Check **ONLY** if appropriate:

\_\_\_\_\_ Counsel certify that they have conferred in a good faith effort to resolve the subject discovery dispute. **(Required by Local Rule 208.2(e) on motions relating to discovery.)**

\_\_\_\_\_ Counsel for moving party certifies that the subject **civil motion** is **uncontested** by all parties involved in the case. (If checked, skip Rule to Show Cause section below.)

By: \_\_\_\_\_  
Counsel for Moving Party

**RULE TO SHOW CAUSE** - Check **ONE** of the Choices Listed Below:

\_\_\_\_\_ Respondent is directed to show cause why the moving party is not entitled to the relief requested by filing an **answer** in the form of a **written response** at the **Office of the Prothonotary** on or before the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_ Respondent is directed to show cause, in the form of a **written response**, why the attached Family Court Discovery Motion is not entitled to the relief requested. Rule Returnable and Argument the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at **1:00 p.m. at 321 Swede Street, Norristown, Pa.**

\_\_\_\_\_ Respondent is directed to file a **written response** in conformity with the Pennsylvania Rules of Civil Procedure.

\_\_\_\_\_ Rule Returnable at time of trial.

By: \_\_\_\_\_  
Court Administrator

AMERICAN EXECUTIVE CENTERS, INC. :  
*Plaintiff,* :  
v. :  
TACTICAL RABBIT, INC. :  
c/o EVERETT STERN :  
*Defendant.* :

COURT OF COMMON PLEAS  
OF MONTGOMERY COUNTY  
  
CIVIL DIVISION  
  
DOCKET No. 2015-04796

**ORDER**

AND NOW, on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, upon consideration of the Plaintiff's, American Executive Centers, Inc., Motion for Alternative Service Pursuant to Pennsylvania Rule of Civil Procedure 430, and any response thereto, it is hereby **ORDERED** that the Motion is **GRANTED**.

It is further **ORDERED** that Plaintiff may make service of the Complaint upon the Defendant, Tactical Rabbit, Inc. a/o Everett Stern, by one or all of the following methods: (1) First-Class Mail, (2) Posting at the Defendant's last known address and/or (3) Advertisement.

BY THE COURT:

\_\_\_\_\_  
J.

**REIDENBACH & ASSOCIATES, LLC**

By: Scott R. Reidenbach, Esquire  
Brian M. Marriott, Esquire  
Attorney I.D. Nos. 81388 & 82185  
229 W. Wayne Avenue  
Wayne, PA 19087  
(610) 572 - 7075 PHONE  
(610) 771 - 4571 FAX  
scott@reidenbachlaw.com  
brian@reidenbachlaw.com

*Attorneys for Plaintiff,*  
American Executive Centers, Inc.

AMERICAN EXECUTIVE CENTERS, INC.	:	COURT OF COMMON PLEAS
<i>Plaintiff,</i>	:	OF MONTGOMERY COUNTY
v.	:	CIVIL DIVISION
TACTICAL RABBIT, INC.	:	DOCKET No. 2015-04796
c/o EVERETT STERN	:	
<i>Defendant.</i>	:	

**MOTION FOR ALTERNATIVE SERVICE  
PURSUANT TO PENNSYLVANIA RULE OF CIVIL PROCEDURE 430 OF  
PLAINTIFF, AMERICAN EXECUTIVE CENTERS, INC.**

Plaintiff, American Executive Centers, Inc. (herein the "Plaintiff"), by and through its attorneys, Reidenbach & Associates, LLC, hereby submits this Motion for Alternative Service against the Defendant, Tactical Rabbit, Inc. c/o Everett Stern (the "Defendant"), and in support thereof, avers as follows:

1. On or about March 3, 2015, Plaintiff filed a Complaint against Defendant, Tactical Rabbit, Inc. c/o Everett Stern.
2. Plaintiff reinstated the Complaint on April 8, 2015. A true and correct copy of Plaintiff's Praecipe to Reinstate the Complaint is attached hereto as **Exhibit "A."**
3. Upon information and belief, Defendant, Tactical Rabbit, Inc. c/o Everett Stern has a registered office address of 600 W. Germantown Pike, Ste. 400, Plymouth Meeting, PA 19462. A true and correct copy of the Pennsylvania Department of State Business Entity History is attached hereto as **Exhibit "B."**

4. The Registered Office Address listed on the Pennsylvania Department of State Business Entity History is the property which the Defendant leased from AEC.

5. The Second Addendum to the Lease dated January 8, 2014, listed 2615 Dekalb Pike, Suite/Apt. 616, East Norriton, PA 19401 as the mailing address for the Defendant. A true and correct copy of the Second Addendum to the Lease is attached hereto as **Exhibit "C."**

6. On July 22, 2014, a Demand Letter was sent to the Defendant via USPS Certified, Return Receipt and First-Class mail to the address known as 2615 Dekalb Pike, Suite/Apt. 616, East Norriton, PA 19401. A true and correct copy of the July 22, 2014 Demand Letter is attached hereto as **Exhibit "D."**

7. On July 22, 2014, a USPS Address Verification request was sent to the Postmaster regarding the address known as 2615 Dekalb Pike, Suite/Apt. 616, East Norriton, PA 19401. A true and correct copy of the July 22, 2014 Request for Address Verification is attached hereto as **Exhibit "E."**

8. On or about August 25, 2014, the Demand Letter dated July 22, 2014 sent via USPS Certified, Return Receipt was returned as unclaimed. A true and correct copy of the July 22, 2014 Certified, Return Receipt Unclaimed Demand Letter is attached hereto as **Exhibit "F."**

9. In December 19, 2014, Plaintiff requested a Skiptrace from Dennis Richman's Services to locate a valid address for the Defendant.

10. On December 19, 2014, Plaintiff received Skiptrace results from Dennis Richman's Services (the "Skiptrace Results"), noting that the last known address for Everette Stern was 606 Ridge Ave., Kennett Square, PA 19348. A true and correct copy of the Skiptrace Result is attached hereto as **Exhibit "G."**

11. On December 23, 2014, a Demand Letter was sent to the Defendant via USPS Certified, Return Receipt and First-Class mail to the address known as 606 Ridge Ave., Kennett Square, PA 19348. A true and correct copy of the December 23, 2014 Demand Letter is attached hereto as **Exhibit “H.”**

12. On December 27, 2014, the Defendant signed the USPS Certified, Return Receipt acknowledging receipt of the December 23, 2014 Demand Letter. A true and correct copy of the signed USPS Certified, Return Receipt is attached hereto as **Exhibit “I.”**

13. In accordance with the Pennsylvania Rules of Civil Procedure, Plaintiff attempted personal service upon the Defendant using the Montgomery County Sheriff’s Department’s deputized Service upon the Chester County Sheriff’s Department (herein “Sheriff’s Department” or “Sheriff’s Officers”).

14. The Sheriff’s Department *Order for Service* form (herein “Service form”) dated April 27, 2015 details that the property known as 606 Ridge Ave., Kennett Square, PA 19348 was vacant. A true and correct copy of the Chester County Sheriff’s Department Order for Service form completed by the Montgomery County deputized Sheriff’s Department is attached hereto as **Exhibit “J.”**

15. On May 13, 2015, a USPS Address Verification request was sent to the Postmaster regarding the address known as 606 Ridge Ave., Kennett Square, PA 19348. A true and correct copy of the May 13, 2015 Request for Address Verification is attached hereto as **Exhibit “K.”**

16. The Pennsylvania Rules of Civil Procedure provide means for alternative methods of service where service cannot be made under the applicable rule(s): **“If service cannot be made under the applicable rule the plaintiff may move the court for a special order**

**directing the method of service.** The motion shall be accompanied by an affidavit stating the nature and extent of the investigation which has been made to determine the whereabouts of the defendant and the reasons why service cannot be made.” Pa.R.C.P. 430 (emphasis added).

17. An Affidavit pursuant to Pa. R.C.P. 430 is attached hereto as **Exhibit “L.”**

18. As of June 16, 2015, the Defendant has not accepted personal service at any time.

19. Plaintiff has attempted to serve the Defendant in good faith.

20. Defendant’s failure to accept personal service has significantly disrupted and delayed Plaintiff’s ability to move forward with this matter.


21. Plaintiff therefore respectfully requests the use of alternative service upon the Defendant either by: (1) First-Class Mail, (2) posting at the Defendant’s address and/or (3) advertisement.

**WHEREFORE**, Plaintiff, American Executive Centers, Inc., respectfully requests that this Honorable Court enter an Order allowing Plaintiff to serve the Complaint upon Defendant, Tactical Rabbit, Inc. c/o Everett Stern, by one or all of the following methods: (1) First-Class Mail, (2) posting at the Defendant’s address and/or (3) advertisement, together with all fees and costs in the form of the Order attached hereto.

Respectfully submitted,

**REIDENBACH & ASSOCIATES, LLC**

Dated: June 16, 2015


By:   
\_\_\_\_\_  
Brian M. Marriott, Esquire  
*Attorney for Plaintiff,*  
American Executive Centers, Inc.

**VERIFICATION**

I, BRIAN M. MARRIOTT, Esquire, subject to the penalties of 18 PA.C.S.A. §4904, relating to unsworn falsification to authorities, state that the facts set forth in the foregoing Plaintiff's Motion for Alternative Service pursuant to Pennsylvania Rule of Civil Procedure 430, are true to the best of my knowledge, information and belief.

**REIDENBACH & ASSOCIATES, LLC**

Dated: June 16, 2015

By:   
\_\_\_\_\_  
Brian M. Marriott, Esquire  
*Attorney for Plaintiff,*  
American Executive Centers, Inc.,

**REIDENBACH & ASSOCIATES, LLC**

By: Scott R. Reidenbach, Esquire  
Brian M. Marriott, Esquire  
Attorney I.D. Nos. 81388 & 82185  
229 W. Wayne Avenue  
Wayne, PA 19087  
(610) 572 - 7075 PHONE  
(610) 771 - 4571 FAX  
scott@reidenbachlaw.com  
brian@reidenbachlaw.com

*Attorneys for Plaintiff,*  
American Executive Centers, Inc.

AMERICAN EXECUTIVE CENTERS, INC. :  
*Plaintiff,* :  
v. :  
TACTICAL RABBIT, INC. :  
c/o EVERETT STERN :  
*Defendant.* :

COURT OF COMMON PLEAS  
OF MONTGOMERY COUNTY  
  
CIVIL DIVISION  
  
DOCKET No. 2015-04796


**CERTIFICATE OF SERVICE**

I, BRIAN M. MARRIOTT, ESQUIRE, hereby certify that I caused a true and correct copy of the foregoing Motion for Alternative Service to be served via United States First-Class mail, upon the following:

Tactical Rabbit, Inc.  
c/o Everett Stern  
606 Ridge Avenue  
Kennett Square, PA 19348

**REIDENBACH & ASSOCIATES, LLC**

Dated: June 19, 2015

By:   
Brian M. Marriott, Esquire  
*Attorney for Plaintiff,*  
American Executive Centers, Inc.



**REIDENBACH & ASSOCIATES, LLC**

By: Scott R. Reidenbach, Esquire  
Brian M. Marriott, Esquire  
Attorney I.D. Nos. 81388 & 82185  
229 W. Wayne Avenue  
Wayne, PA 19087  
(610) 572 - 7075 PHONE  
(610) 771 - 4571 FAX  
scott@reidenbachlaw.com  
brian@reidenbachlaw.com

*Attorneys for Plaintiff,*  
American Executive Centers, Inc.

<u>AMERICAN EXECUTIVE CENTERS, INC.</u>	:	<b>COURT OF COMMON PLEAS</b>
<i>Plaintiff,</i>	:	<b>OF MONTGOMERY COUNTY</b>
v.	:	
	:	<b>CIVIL DIVISION</b>
<u>TACTICAL RABBIT, INC.</u>	:	
c/o EVERETT STERN	:	<b>DOCKET No. 2015-04796</b>
<i>Defendant.</i>	:	

**MEMORANDUM OF LAW OF PLAINTIFF, AMERICAN EXECUTIVE CENTERS, INC., IN SUPPORT OF THEIR MOTION FOR ALTERNATIVE SERVICE**

Plaintiff, American Executive Centers, Inc. ("Plaintiff"), by and through her undersigned counsel, submits this Memorandum of Law in support of Plaintiff's Motion for Alternative Service pursuant to Pennsylvania Rule of Civil Procedure 430.

**I. MATTER BEFORE THE COURT**

Plaintiff seeks alternative service pursuant to Pennsylvania Rule of Civil Procedure 430 as Defendant, Tactical Rabbit, Inc. c/o Everett Stern.

**II. STATEMENT OF QUESTIONS PRESENTED**

1. Should the Court grant an Order of Alternative Service, pursuant to the Plaintiff's Motion for Alternative Service Pursuant to Pa.R.C.P. 430, due to the fact that the Defendant cannot be located?

*Suggested Answer: Yes.*

### **III. FACTUAL AND PROCEDURAL BACKGROUND**

On or about March 3, 2015, Plaintiff filed a Complaint against Defendant, Tactical Rabbit, Inc. c/o Everett Stern. Plaintiff reinstated the Complaint on April 8, 2015. Defendant, Tactical Rabbit, Inc. c/o Everett Stern listed the registered office address as 600 W. Germantown Pike, Ste. 400, Plymouth Meeting, PA 19462. The Registered Office Address registered with the Pennsylvania Department of State is the property which the Defendant leased from Plaintiff. The Second Addendum to the Lease dated January 8, 2014, listed 2615 Dekalb Pike, Suite/Apt. 616, East Norriton, PA 19401 as the mailing address for the Defendant. On July 22, 2014, a Demand Letter was sent to the Defendant via USPS Certified, Return Receipt and First-Class mail to the address known as 2615 Dekalb Pike, Suite/Apt. 616, East Norriton, PA 19401. On July 22, 2014, a USPS Address Verification request was sent to the USPS Postmaster regarding the address known as 2615 Dekalb Pike, Suite/Apt. 616, East Norriton, PA 19401. On July 22, 2014, a USPS Address Verification request was sent to the USPS Postmaster regarding the address known as 600 W. Germantown Pike, Ste. 400, Plymouth Meeting, PA 19462. On or about August 1, 2014, this firm received a response from the Postmaster noting that no change of address is on file. On or about August 25, 2014, the Demand Letter dated July 22, 2014 sent via USPS Certified, Return Receipt was returned as unclaimed. In December 19, 2014, Plaintiff requested a Skiptrace from Dennis Richman's Services to locate a valid address for the Defendant. On December 19, 2014, Plaintiff received the Skiptrace results from Dennis Richman's Services (the "Skiptrace Results"), noting that the last known address for Everett Stern was 606 Ridge Ave., Kennett Square, PA 19348. On December 23, 2014, a Demand Letter was sent to the Defendant via USPS Certified, Return Receipt and First-Class mail to the address known as 606 Ridge Ave., Kennett Square, PA 19348. On December 27, 2014, the Defendant

signed the USPS Certified, Return Receipt acknowledging receipt of the December 23, 2014 Demand Letter.

In accordance with the Pennsylvania Rules of Civil Procedure, Plaintiff attempted personal service upon the Defendant using the Montgomery County Sheriff's Department's deputized Service upon the Chester County Sheriff's Department (herein "Sheriff's Department" or "Sheriff's Officers"). The Sheriff's Department *Order for Service* form (herein "Service form") dated April 27, 2015 details that the property known as 606 Ridge Ave., Kennett Square, PA 19348 was vacant. On May 13, 2015, a USPS Address Verification request was sent to the Postmaster regarding the address known as 606 Ridge Ave., Kennett Square, PA 19348.

As of June 16, 2015, the Defendant has not accepted personal service at any time. Plaintiff has attempted to serve the Defendant in good faith. Defendant's failure to accept personal service has significantly disrupted and delayed Plaintiff's ability to move forward with this matter.

#### IV. ARGUMENT

It is well-established under Rule 430 of the Pennsylvania Rules of Civil Procedure that a Court may grant an order for alternative service. Rule 430 (a) states:

If service cannot be made under the applicable rule the plaintiff may move the court for a special order directing the method of service. The motion shall be accompanied by an affidavit stating the nature and extent of the investigation which has been made to determine the whereabouts of the defendant and the reasons why service cannot be made.

Pa.R.Civ.P. 430 (a).

In the present case, after investigation, the Registered Office Address registered with the Pennsylvania Department of State is the property which the Defendant leased from Plaintiff.

The Defendant has requested many Address Verifications regarding known addresses for the

Defendant. Furthermore, Plaintiff has obtained a Skiptrace to locate the Defendant.

Furthermore, Rule 430 (a) states:

Notice of intended adoption mailed to last known address requires a “good faith effort” to discover the correct address.

Pa.R.Civ.P. 430(a).

In the present case, Plaintiff has put forth many “good faith efforts” as outlined above to discover the correct address for the Defendant.

Accordingly, Plaintiff respectfully requests that her motion for alternative service be granted.

**V. RELIEF REQUESTED**


Defendant, Tactical Rabbit, Inc. c/o Everett Stern, cannot be located. As a result, Plaintiff respectfully requests this Court to enter an Order for Alternative Service pursuant to Pennsylvania Rule of Civil Procedure 430.

For the foregoing reasons, Plaintiff requests that this Court grant Plaintiff’s Motion for Alternative Service.

Respectfully submitted,

**REIDENBACH & ASSOCIATES, LLC**

Dated: June 19, 2015

By:   
\_\_\_\_\_  
Brian M. Marriott, Esquire  
*Attorney for Plaintiff,*  
American Executive Centers, Inc.

**EXHIBIT “A”**

*Time-Stamped Praecipe to Reinstate Complaint*

OffshoreAlert A

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA

AMERICAN EXECUTIVE CENTERS INC

vs.

TACTICAL RABBIT INC

NO. 2015-04796

PRAECIPE TO REINSTATE / REISSUE

TO THE PROTHONOTARY:

- ( ) REISSUE WRIT  
( ) REINSTATE COMPLAINT

ORIGINAL SIGNATURE RETAINED  
BY THE FILING PARTY

Signature/ID Number

SCOTT R. REIDENBACH, ESQUIRE

Print Name

229 W. WAYNE AVE.

Address

WAYNE, PA 19087

6105727075

Phone

**EXHIBIT “B”**

*Pennsylvania Department of State Business Entity History*

OffshoreAlert A



## Corporations

[Online Services](#) | [Corporations](#) | [Forms](#) | [Contact Corporations](#) | [Business Services](#)

### Business Entity Filing History

**Date:** 7/2/2014

(Select the link above to view the Business Entity's Filing History)

#### Business Name History

Name	Name Type
Tactical Rabbit Inc.	Current Name

#### Business Corporation - Domestic - Information

**Entity Number:** 4125140  
**Status:** Active  
**Entity Creation Date:** 8/1/2012  
**State of Business.:** PA  
**Registered Office Address:** 600 W Germantown Pike Ste 400  
Plymouth Meeting PA 19462  
Montgomery  
**Mailing Address:** No Address



- Search
- By Business Name
- By Business Entity ID
- Verify
- Verify Certification
- Online Orders
- Register for Online Orders
- Order Good Standing
- Order Certified Documents
- Order Business List
- My Images
- Search for Images



**EXHIBIT “C”**

*Second Addendum to the Lease*

OffshoreAlert A



**2nd ADDENDUM TO THE LEASE AND SERVICE AGREEMENT  
ENTERED INTO ON THE 8th of January, 2014,  
BETWEEN THE PARTIES NAMED BELOW**

**American Executive Centers, Inc.**  
("We", "Us" or "Our")



600 West Germantown Pike  
Suite 400  
Plymouth Meeting, PA, 19462  
info@americanexecutivecenters.com  
610-940-1600

**Tactical Rabbit Inc.**  
("You", "Your" or "Yours")

2815 Dekalb Pike  
East Norriton, PA, 19401, US  
stern@tacticalrabbit.com  
215-704-2992

**1. Leased Premises:**

The grid below replaces the Leased Premises Grid on the Original Lease

Office Number	Usage	Move In Date	Lease Start Date	Lease Stop Date	Lease Term	Monthly Rental	Security Deposit
1049	Exclusive	6/1/2014	6/1/2014	6/30/2014	MM	\$900.00	\$900.00
1001	Exclusive	2/1/2014	2/1/2014	1/31/2015	12	\$1,300.00	\$1,950.00
1050	Exclusive	6/1/2014	6/1/2014	6/30/2014	MM	\$1,000.00	\$1,000.00
<b>Totals</b>						<b>\$3,200.00</b>	<b>\$3,850.00</b>

**2. Rent and Additional Rent:**

In consideration of our covenants:

- a. You agree to pay Us base rent in the amount of \$3,200.00, per month on or before the first day of the month.

All other terms and conditions of the referenced lease apply. In witness thereof, the parties, intending to be legally bound and having authority to do so have caused this Lease to be duly executed on the year and day first written above

Case# 2015-04796-3 Docketed at Montgomery County Prothonotary on 06/19/2015 12:07 PM, Fee = \$0.00



3. Additional Terms.

Notwithstanding paragraph "3.Term.", the prior written notice requirement for office #1049 and office #1050 will be 30 days.

**LESSEE:**

**LESSOR:**

Signature: Everett Stern  
Everett Stern (Mr, 06/30/2015)  
Email: stern@tacticalrabbit.com  
Title: Ceo

Signature: G. Michael Howard  
G. Michael Howard (Mr, 06/30/2015)  
Email: leasing@americanexecutivecenters.com  
Title: President

Note: this lease is only valid if signed by both parties through the Echosign electronic signature service.

Case# 2015-04796-3 Docketed at Montgomery County Prothonotary on 06/19/2015 12:07 PM, Fee = \$0.00

## Exhibit B - 2

A. We at American Executive Centers are truly committed to providing Our clients with exceptional Business Support service by creating a better environment for Your success. Our highly professional team, equipped with a wide range of expertise, will take care of Your IT and Business Support needs on an as needed basis, so that You can focus on what You do best. American Executive Centers guarantees to work days, nights and weekends to complete Your projects in a timely matter.

Available to You at reasonable charges are the following services:

1. Business Support Services:

Database Management	Tradeshaw Support and Follow-Up
Sales Support	Creating Presentations
Graphic Design	High Speed Printing and Binding
Spreadsheets	Telemarketing
Administrative Assistance	Bookkeeping
Website Design	Shipping and Expediting
IT Assistance	Paralegal Services
Appointment Scheduling and Confirmation	

2. Photocopy Facilities

3. Fax Transmission and Receipt

4. Communication Services (See Exhibit B-4 for a detailed description)

Enhanced Telephone Package	Voicemail Box
Other Advanced Features	Outbound Notification
50 / 20 Mbps Internet Access Package	Video Conferencing
Digital Telephone Sets	Answering In Excess of 250 calls per Month per Office
Telephone Lines (Speech Paths)	Call Patching
Data Lines	Yellow Page Advertsing
Directory Assistance	Initial Installation of Telephone Services
Call Forwarding	Telephone Service Adds, Moves, Changes

5. Postage Metering

6. Concierge Service (Florist, Limousine arrangements, etc.)

7. Office Supplies

8. Audio/Visual Conference Room equipment

9. Conference Room usage

10. Additional Furniture

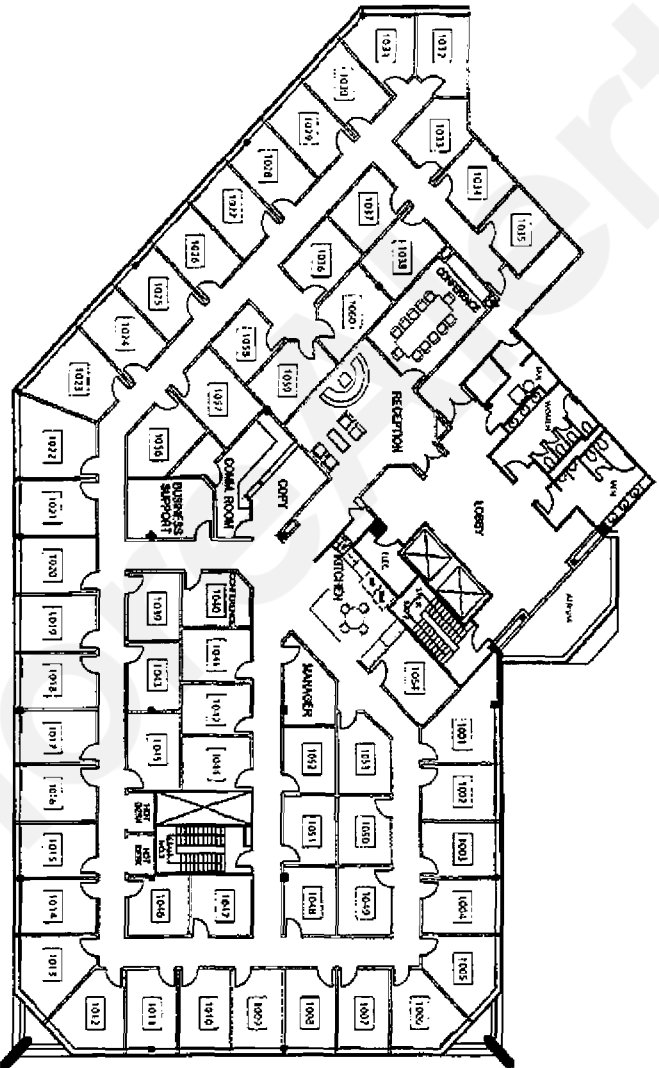
11. Directory Listing on the building directory, an office nameplate, office preparation and initial staff orientation.

B. A complete list of Exhibit B-2 Services and Prices available upon request.

C. We may at any time and from time to time add, delete or make substitutions for the services described herein.



Exhibit B - 3



American Executive Centers, Inc.

Plymouth Meeting, PA



## Exhibit B - 4 Telecommunications Package

The American Executive Centers business-ready telecommunications package provides clients with an enterprise-grade telephone system and reception services, at a price that makes business sense. The package includes five components: (1) Telephone Reception Services, (2) Multi-Functional Digital Telephone Instrument, (3) On-Site, No-Fault Maintenance Agreement, (4) Free Talk Calling Plan, (5) Global Crossing Audio and Web Conferencing Services

**(1) Telephone Reception Services:**

Each of our receptionists has earned a Receptionist Certification by completing a rigorous three-level training course. Their focus in telephone answering is on customer service, their goal is representing your organization intelligently and reliably. You will grow to consider them as an extension of your business.

**(2) Multi-Functional Digital Telephone Instrument:**

Our team has set up thousands of companies over the years. We know what businesses require to be up and running seamlessly. Every feature you could want or need is built into your phone and packaged for you at a competitive rate.

User-friendly interface with an LCD menu that will guide the entire process

- 100% digital, multi-line telephone
- Speaker phone
- Call stacking, transferring and forwarding
- Attendant Console
- Voicemail with outbound notification of calls to a cell phone and Unified Messaging
- Hold button with "music on hold"
- Inbound Caller ID
- Redial and speed dial
- Conference calling with multiple parties
- Four 100% digital T-1 lines; the highest voice grade line available.

**(3) On-Site, No-Fault Maintenance Agreement:**

Your phone system and office wiring are covered under our on-site, no-fault maintenance agreement. While phone companies charge a monthly fee plus a fee for fixing a problem, we are committed to keeping your phone handset and lines up and running with no extra fee.

- Free, on-site diagnostics
- No fault maintenance agreement on both the telephone and all office wiring

**(4) Free Talk Calling Plan:**

Our monthly phone calling programs are all inclusive for all local and long distance calling. We also pass our savings onto you for international calls only charging you our cost – no markup

- Negotiated volume rate provides significant savings for our clients
- Package pricing allows for easier budgeting
- Short-term agreements
- No early termination penalties
- Superior line quality

**(5) Global Crossing Audio and Web Conferencing Services:**

Remote meetings whether via audio or web conferencing are a must-have. Our service includes free access to Global Crossings new easy-to-use audio and web conferencing services.

**Audio Conferencing**

- Use your toll free 800 number to have a teleconference at anytime with any number of people.
- No reservation required.

**Web Conferencing:**

- Desktop sharing
- Recording and archiving of meetings.
- 24/7 access. No reservation. No restrictions.

**Program Price**

Call plan including telephone reception, instrument, maintenance, Free Talk calling plan and Telephone Answering Services: \$165 per month.

**Additional Communication Services**

•Facsimile or modem line (analog)	\$40.00 per month, per line*	•Additional Voice Mail Box	\$25.00 per month, per voicemail box *
•Business Class Internet Access	\$95.00 per month, per line*	•System Program Changes	\$50.00 per hour, plus tax
•Public IP Address	\$5.00 per month, per IP*	•IT Equipment Storage	\$25.00 per month, per piece

\*plus installation charges

**EXHIBIT "D"**

*July 22, 2014 Demand Letter*

OffshoreAlert 

**Reidenbach**  
& Associates, LLC | Attorneys

1008 Upper Gulph Rd., Ste. 300  
Wayne, PA 19087  
800.969.7032 TEL  
800.963.9133 FAX  
reidenbachlaw.com

Brian M. Marriott, Esquire  
E-mail: brian@reidenbachlaw.com

July 22, 2014

Tactical Rabbit, Inc.  
ATTN: Everett A. Stern, CEO  
2615 Dekalb Pike, Suite/Apt. 616  
East Norriton, PA 19401

RE: American Executive Centers, Inc. v. Tactical Rabbit, Inc.

Dear Mr. Stern:

This firm serves as counsel to American Executive Centers, Inc. (herein "AEC"). As you are aware, on January 8, 2014, you entered into a Lease and Service Agreement (the "Lease") with AEC for a one year term beginning on February 2, 2014 and ending on January 31, 2015. A true and correct copy of the Lease is attached hereto for your convenience. As of today's date, your account is in arrears in the amount of \$11,391.49 (after the application of your Service Retainer amount) for failure to remit the appropriate monthly payments to AEC since July 1, 2013.

Not including attorneys' fees (which will be calculated and posted to your account), the amount now due to AEC is therefore *Eleven Thousand, Three Hundred and Ninety-One Dollars & Forty-One Cents (\$11,391.49)*. This debt includes unpaid Rent, service charges and late fees. Pursuant to paragraph No. 9 of the Lease, AEC has the authority to seek payment for collection expenses up to 15% of the amount due in an additional amount of \$56.25, which may be immediately assessed to your account.

Should you wish to resolve this matter amicably, please contact me within thirty (30) days of the date of this correspondence, which is by no later than **Friday, August 22, 2014.**

Please be guided accordingly.

Very truly yours,



Brian M. Marriott

BMM/res

Enclosure

**VIA E-MAIL, FIRST-CLASS MAIL & CERTIFIED MAIL, R.R.R.** (stern@tacticalrabbit.com)

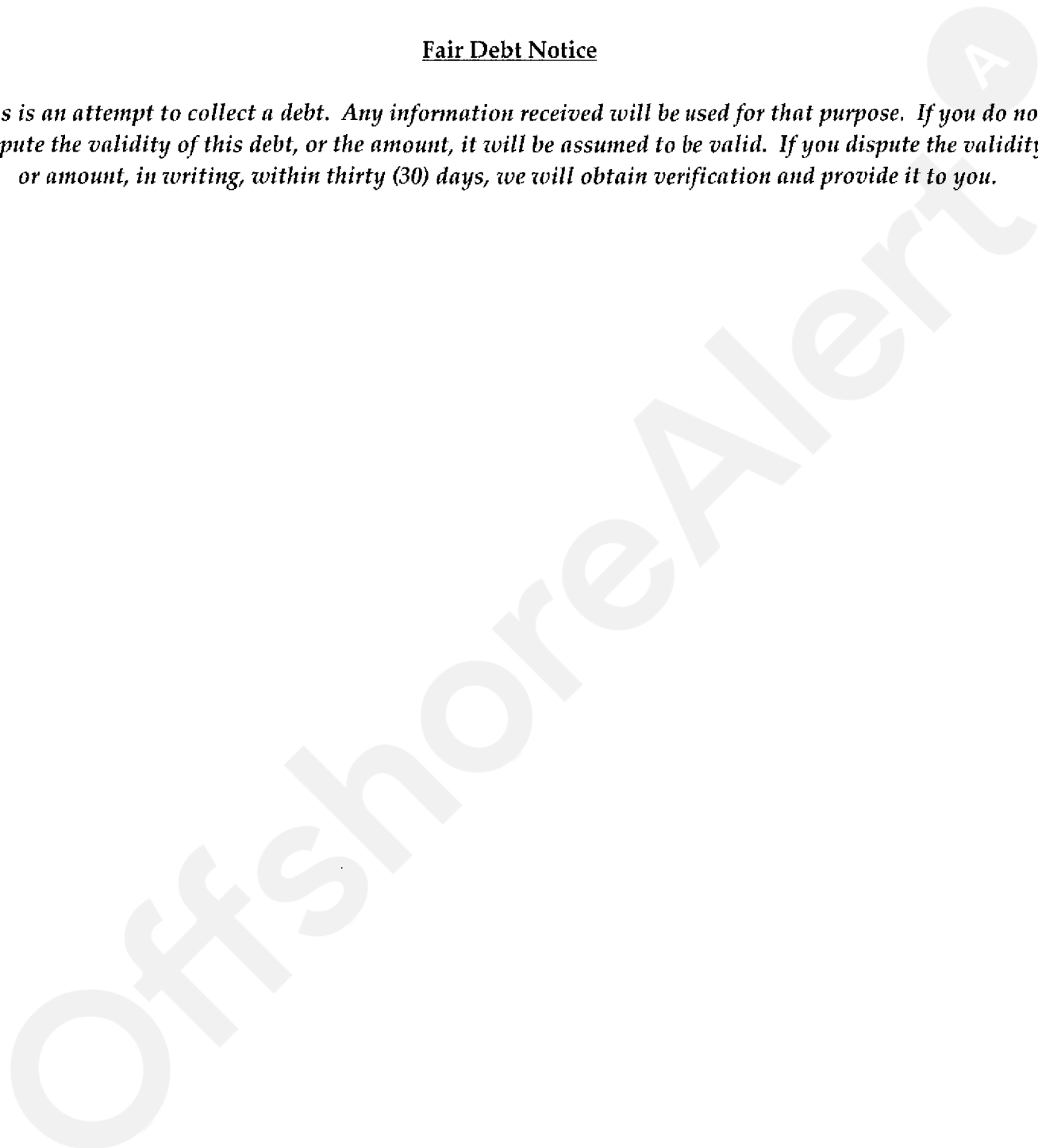


Tactical Rabbit, Inc.  
ATTN: Everett A. Stern, CEO  
July 22, 2014  
Page 2

cc: Anne Senski, Vice President, American Executive Centers, Inc. VIA E-MAIL, ONLY

**Fair Debt Notice**

*This is an attempt to collect a debt. Any information received will be used for that purpose. If you do not dispute the validity of this debt, or the amount, it will be assumed to be valid. If you dispute the validity or amount, in writing, within thirty (30) days, we will obtain verification and provide it to you.*





## LEASE AND SERVICE AGREEMENT

This Lease and Services Agreement (lease) is entered into this day, the 8th of January, 2014, between the parties named below.

**American Executive Centers, Inc.**  
 ("We", "Us" or "Our")



600 West Germantown Pike  
 Suite 400  
 Plymouth Meeting, PA, 19462  
 info@americanexecutivecenters.com  
 610-940-1600

**Tactical Rabbit Inc.**  
 ("You", "Your" or "Yours")

2615 Dekalb Pike  
 East Norriton, PA, 19401, US  
 stern@tacticalrabbit.com  
 215-704-2992

Intending to be legally bound, the parties agree as follows:

**1. Leased Premises:**

A floor plan of our leased premises at 600 West Germantown Pike, Suite 400, Plymouth Meeting, PA, 19462 is attached as Exhibit B-3. Subject to the terms and conditions set forth in the Lease, we agree to lease to You and You agree to rent.

Office Number	Usage	Move In Date	Lease Start Date	Lease Stop Date	Lease Term	Monthly Rental	Security Deposit
1001	Exclusive	2/1/2014	2/1/2014	1/31/2015	12	\$1,300.00	\$1,950.00
<b>Totals</b>						<b>\$1,300.00</b>	<b>\$1,950.00</b>

On a shared basis, We will provide:

- a. Common use of reception area, copier, kitchen, hallways and bathrooms.
- b. Mail and package receipt in Your absence.
- c. Personalized telephone answering during business hours between 8:30 am and 5:30 pm (includes answering up to 250 calls per month, Monday through Friday, except for Our Holidays).
- d. Complimentary coffee and tea throughout the business day.
- e. Daily janitorial service.
- f. 24-hour access to facilities and Your office.
- g. Access to all seven (7) of Our locations
- h. Access to services listed in Exhibit B-2.
- i. Office furniture: one executive set per office.
- j. Supporting documentation for a 90 day period, for all B-2 services incurred

**2. Use:**

You acknowledge that We lease the leased premises from Our landlord and that You agree to comply with all rules and regulations set forth in that Lease. You agree not to offer any service to Our other customers which We offer. We have the right to modify the non-exclusive areas of the leased premises. You will not make any alterations to the leased premises without Our prior written consent.

**3. Term:**

- a. If We cannot deliver possession of the leased premises to You on the commencement date, rent will be abated until possession is delivered. At Your option You may void this lease, but We will not be liable for any losses resulting.
- b. Rent will be prorated for early occupancy
- c. Either party may terminate this Lease at the expiration of the stated term with sixty days prior written notice via E-mail, (termination notice period commences on the first day of the following month after termination notice is received), otherwise this Lease will continue to renew for the same period of time as the original term under the then current terms and conditions at the then current rate being charged for like space.



**4. Rent and Additional Rent:**

In consideration of our covenants:

- a. You agree to pay opening charges in the amount of \$3,250.00, detailed in Exhibit B-1 upon your executing this lease. Failure to do so renders the lease voidable at our option.
- b. Thereafter, You agree to pay Us the Monthly Rent Rate of \$1,300.00, on or before the first day of the month.
- c. You agree to pay as additional rent, the amount due for Exhibit B-2 services utilized.
- d. Time is of the essence in the payment of all rents. In the event that You fail to pay any rent within five (5) days of the due date, We may:
  - i. Charge You a late fee of \$75.00 per office for each month in which You are delinquent until the balance is paid and,
  - ii. If rent is ten (10) days past due, We will suspend all services contained in paragraph 1. a 1. b. and Exhibit B-2 services.
- e. You agree to compensate Us \$75.00 for each occasion that a check is returned by Your bank for insufficient funds.
- f. Rents and bills for services shall be paid to:

American Executive Centers, Inc  
P O Box 822250  
Philadelphia, PA 19182-2250
- g. Or other address that We designate in writing.

**5. Services Retainer and Security Deposit:**

Concurrent with the execution of this Lease, You agree to pay \$1,950.00 as an Exhibit B-1 services retainer which enables us to provide You with Exhibit B-2 services, on account, with only periodic billing. The services retainer is computed at 1 ¼ times the base rent amount and includes the average amount of Exhibit B-2 services incurred on account by a customer over a 60 day period before they are tabulated, billed and due. Further, You agree to increase the services retainer if rent plus unbilled Exhibit B-2 services exceeds the services retainer or e.g. the base rent changes due to increased office size, or increased number of offices. You are responsible for leaving the leased premises in the same condition in which You found them. The services retainer amount will be returned approximately 60 days after You have moved out, net of any amount due under the lease.

**6. Hold Harmless:**

We are not obligated to carry insurance on Your personal or business property, but We encourage You to do so. We will not be liable to You or any other person for any damages on account of loss, damage or theft of any personal or business property of Yours, Your employees, agents or invitees unless We acted deliberately to cause them.

**7. Hiring of Employees:**

You will not hire one of Our employees and We will not hire an employee of Yours, met on the premises, during the Lease term or extension or renewal hereof and 180 days thereafter. Each party agrees to pay the other party \$15,000 for each breach of this provision.

**8. Default:**

The following constitutes a default under Your lease

- a. If You fail to perform any requirement of this Lease or fail to pay any sum of money when due and such failure shall continue for ten (10) days after the date of written notice.
- b. Any removal or attempt to remove any of Your property from the leased premises, other than in the ordinary course of business, without having first paid all amounts due, or amounts that will become due under this Lease.
- c. A declaration of bankruptcy, insolvency, or other reorganization or filing for protection from creditors.

**9. Remedies:**

- a. We may terminate this Lease and You will have no further right to avoid termination by payment of any sum due. Nevertheless, the rent for the unexpired term of the Lease, including collection expenses up to 15% of the amount due, shall be immediately due and payable.
- b. We may re-enter and take possession of the leased premises, remove all persons and impound all property, and re-lease the premises.

**10. Miscellaneous:**

- a. You agree not to use the Services Retainer and Security Deposit to pay the last months' rent.
- b. We will have the right at any time during the lease term, upon giving You 30 day's written notice, to relocate You at Our expense, to space of comparable square footage within the suite.
- c. This agreement is personal to You and cannot be transferred to anyone else.
- d. You agree that repeated events of abusive or unprofessional behavior, to Our employees or other clients are unacceptable. We will provide You with written notice if such an event occurs. If there is a second event, We may, at Our option, terminate this agreement.
- e. Any holdover tenancy period which exists after receipt of a valid termination notice will be billed on a month to month basis at 150% of current Rent.
- f. If You have power requirements in addition to a standard office computer and printer, We reserve the right to separately meter and charge for electrical installation and consumption.
- g. You acknowledge that We, as part of maintaining a high quality professional business environment, provide a standard uniform furniture package in each office. Any additional requirements excluding electronic equipment must be pre-approved by Us, to maintain the integrity of the décor of Our suite and business environment.
- h. You agree that our internet access is for casual use and not to be relied upon to support a critical element of your business. In addition you agree to abide by the Internet Access Rules, a copy of which can be obtained from your Center Manager.



11. Additional Terms.

Notwithstanding the above:

- This lease includes Executive Telephone Reception and High Speed Internet for the first term of the Agreement
- This lease includes 5 hours per month complimentary meeting room time good at all 7 Philadelphia area locations.

**LESSEE:**

Signature: *Everett Stern*  
Everett Stern (E) (S) (2015)

Email: [stern@tacticalrabbit.com](mailto:stern@tacticalrabbit.com)

Title: CEO

**LESSOR:**

Signature: *G. Michael Howard*  
G. Michael Howard (G) (M) (H) (S) (2015)

Email: [leasing@americanexecutivecenters.com](mailto:leasing@americanexecutivecenters.com)

Title: President

Note: this Lease is only valid if signed by both parties through the Echosign electronic signature service.



## Exhibit B - 1 Opening Charges

Center: Plymouth Meeting  
 Contact Name: Everett A. Stern, M.B.A.  
 Company Name: Tactical Rabbit Inc.  
 Address: 2615 Dekalb Pike  
 Address 2: \_\_\_\_\_  
 Address 3: \_\_\_\_\_  
 Address 4: East Norriton, PA, 19401  
 Country: United States

MONTHLY CHARGES		AMOUNT
Net Rent Due:		\$1,300.00
Office(s):	1001	
Charge(s)	<u>1 No Phones or Internet</u>	\$0.00
SubTotal		\$0.00
Sales Tax	6%	\$0.00
<b>Total Monthly Charges</b>		<b>\$1,300.00</b>

ONE TIME CHARGES		AMOUNT
Proration of Total Monthly Charges for Early Move in:		\$0.00
Refundable Service Retainer, less	\$0.00 on hand	\$1,950.00
Charge(s)		\$0.00
Subtotal		\$1,950.00
Sales Tax	6%	\$0.00
<b>Total One-Time Charges</b>		<b>\$1,950.00</b>

<b>GRAND TOTAL (Check Amount)</b>	<b>\$3,250.00</b>
-----------------------------------	-------------------

(T) Taxable (TP) Partial Taxable  
 \* Directory listing, office nameplate, initial staff orientation meeting, office preparation

Case# 2015-04796-3 Docketed at Montgomery County Prothonotary on 06/19/2015 12:07 PM, Fee = \$0.00



## Exhibit B - 2

A. We at American Executive Centers are truly committed to providing Our clients with exceptional Business Support service by creating a better environment for Your success. Our highly professional team, equipped with a wide range of expertise, will take care of Your IT and Business Support needs on an as needed basis, so that You can focus on what You do best. American Executive Centers guarantees to work days, nights and weekends to complete Your projects in a timely matter.

Available to You at reasonable charges are the following services:

1. Business Support Services:

- |   |                                 |
|---|---------------------------------|
| Database Management                     | Tradeshaw Support and Follow-Up |
| Sales Support                           | Creating Presentations          |
| Graphic Design                          | High Speed Printing and Binding |
| Spreadsheets                            | Telemarketing                   |
| Administrative Assistance               | Bookkeeping                     |
| Website Design                          | Shipping and Expediting         |
| IT Assistance                           | Paralegal Services              |
| Appointment Scheduling and Confirmation |                                 |

2. Photocopy Facilities

3. Fax Transmission and Receipt

4. Communication Services (See Exhibit B-4 for a detailed description)

- |                                      |   |
|--------------------------------------|---|
| Enhanced Telephone Package           | Voicemail Box   |
| Other Advanced Features              | Outbound Notification                                 |
| 50 / 20 Mbps Internet Access Package | Video Conferencing                                    |
| Digital Telephone Sets               | Answering in Excess of 250 calls per Month per Office |
| Telephone Lines (Speech Paths)       | Call Patching   |
| Data Lines                           | Yellow Page Advertising                               |
| Directory Assistance                 | Initial Installation of Telephone Services            |
| Call Forwarding                      | Telephone Service Adds, Moves, Changes                |

5. Postage Metering

6. Concierge Service (Florist, Limousine arrangements, etc.)

7. Office Supplies

8. Audio/Visual Conference Room equipment

9. Conference Room usage

10. Additional Furniture

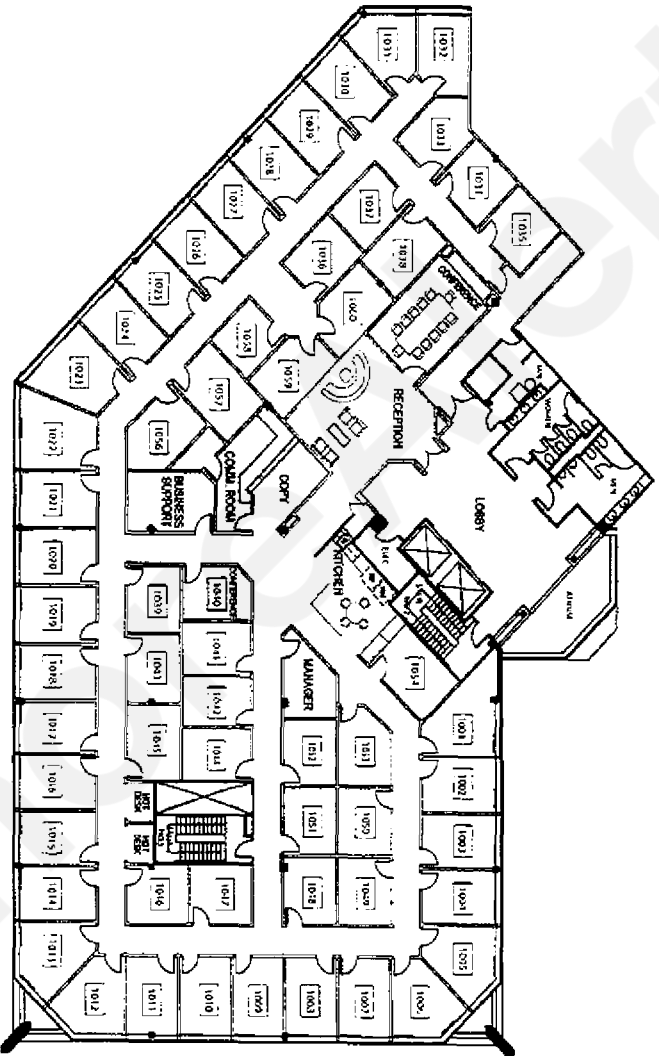
11. Directory Listing on the building directory, an office nameplate, office preparation and initial staff orientation

B. A complete list of Exhibit B-2 Services and Prices available upon request.

C. We may at any time and from time to time add, delete or make substitutions for the services described herein.



Exhibit B - 3



American Executive Centers, Inc.  
Plymouth Meeting, PA



## Exhibit B - 4 Telecommunications Package

The American Executive Centers business-ready telecommunications package provides clients with an enterprise-grade telephone system and reception services, at a price that makes business sense. The package includes five components: (1) Telephone Reception Services, (2) Multi-Functional Digital Telephone Instrument, (3) On-Site, No-Fault Maintenance Agreement, (4) Free Talk Calling Plan, (5) Global Crossing Audio and Web Conferencing Services.

**(1) Telephone Reception Services:**

Each of our receptionists has earned a Receptionist Certification by completing a rigorous three-level training course. Their focus in telephone answering is on customer service, their goal is representing your organization intelligently and reliably. You will grow to consider them as an extension of your business.

**(2) Multi-Functional Digital Telephone Instrument:**

Our team has set up thousands of companies over the years. We know what businesses require to be up and running seamlessly. Every feature you could want or need is built into your phone and packaged for you at a competitive rate.

**User-friendly interface with an LCD menu that will guide the entire process**

- 100% digital, multi-line telephone
- Speaker phone
- Call stacking, transferring and forwarding
- Attendant Console
- Voicemail with outbound notification of calls to a cell phone and Unified Messaging
- Hold button with "music on hold"
- Inbound Caller ID
- Redial and speed dial
- Conference calling with multiple parties
- Four 100% digital J-1 lines; the highest voice grade line available.

**(3) On-Site, No-Fault Maintenance Agreement:**

Your phone system and office wiring are covered under our on-site, no-fault maintenance agreement. While phone companies charge a monthly fee plus a fee for fixing a problem, we are committed to keeping your phone handset and lines up and running with no extra fee.

- Free, on-site diagnostics
- No fault maintenance agreement on both the telephone and all office wiring

**(4) Free Talk Calling Plan:**

Our monthly phone calling programs are all inclusive for all local and long distance calling. We also pass our savings onto you for international calls only charging you our cost – no markup.

- Negotiated volume rate provides significant savings for our clients
- Package pricing allows for easier budgeting
- Short-term agreements
- No early termination penalties
- Superior line quality

**(5) Global Crossing Audio and Web Conferencing Services:**

Remote meetings whether via audio or web conferencing are a must-have. Our service includes free access to Global Crossings new easy-to-use audio and web conferencing services.

**Audio Conferencing**

- Use your toll free 800 number to have a teleconference at anytime with any number of people
- No reservation required.

**Web Conferencing:**

- Desktop sharing
- Recording and archiving of meetings
- 24/7 access. No reservation. No restrictions.

**Program Price**

Call plan including telephone reception, instrument, maintenance, Free Talk calling plan and Telephone Answering Services. \$165 per month

**Additional Communication Services**

• Facsimile or modem line (analog)	\$40.00 per month, per line*	• Additional Voice Mail Box	\$25.00 per month, per voicemail box *
• Business Class Internet Access	\$95.00 per month, per line*	• System Program Changes	\$50.00 per hour, plus tax
• Public IP Address	\$5.00 per month, per IP*	• IT Equipment Storage	\$25.00 per month, per piece

\*plus installation charges



# **EXHIBIT “E”**

*July 22, 2014 Request for Address Verification  
re 2615 Dekalb Pike*

A

**Reidenbach**

**& Associates, LLC | Attorneys**

1008 Upper Gulph Rd., Ste. 300  
Wayne, PA 19087  
800.969.7032 TEL  
800.963.9133 FAX  
reidenbachlaw.com

Nicole R. Howard, Paralegal  
E-mail: nicole@reidenbachlaw.com

July 22, 2014

USPS Postmaster  
East Norriton, PA 19401

RE: American Executive Centers, Inc. v. Tactical Rabbit, Inc., et al.  
Magisterial District Court, Docket No. \_\_\_\_\_

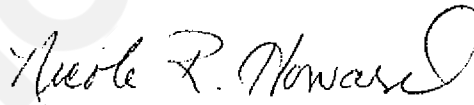
Dear Sir/Madam:

Please be advised that this firm represents Plaintiff, American Executive Centers, Inc., in connection with the above-referenced matter. Enclosed please find a Request for Change of Address or Boxholder Information Needed for Service of Legal Process and a Certification of Address.

Kindly verify the address of Defendant, *Tactical Rabbit, Inc.*, and return the verification to my attention in the self-addressed, pre-paid envelope that I have enclosed for your convenience.

Thank you for your assistance and please do not hesitate to contact me should you have any questions or comments in this regard.

Very truly yours,



Nicole R. Howard, Paralegal

NRH/tbm  
Enclosure

Change of Address or Boxholder Request Format - Process Servers

Postmaster

Date July 22, 2014

East Norriton, PA 19401

City, State, ZIP Code

REQUEST FOR CHANGE OF ADDRESS OR BOXHOLDER INFORMATION  
NEEDED FOR SERVICE OF LEGAL PROCESS

Please furnish the new address or the name and street address (if a boxholder) for the following:

Name: Tactical Rabbit, Inc.

Address 2615 Dekalb Pike, Ste. 616, East Norriton, PA 19401

Note: Only one request may be made per completed form. The name and last known address are required for change of address information. The name, if known, and Post Office box address are required for boxholder information.

The following information is provided in accordance with 39 CFR 265.6(d)(5)(ii). There is no fee for providing boxholder or change of address information.

- 1. Capacity of requester (e.g., process server, attorney, party representing self) Attorney
- 2. Statute or regulation that empowers me to serve process (not required when requester is an attorney or a party acting pro se -- except a corporation acting pro se must cite statute)

3. The names of all known parties to the litigation: American Executive Centers, Inc. v. Tactical Rabbit, Inc.

4. The court in which the case has been or will be heard: Magisterial District Court

5. The docket or other identifying number (a or b must be completed):

- a. Docket or other identifying number: \_\_\_\_\_
- b. Docket or other identifying number has not been issued.

6. The capacity in which this individual is to be served (e.g., defendant or witness): \_\_\_\_\_

WARNING

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in conjunction with actual or prospective litigation.

Signature

Brian M. Marriott, Esq.

Printed Name

1008 Upper Gulph Rd., Ste. 300

Address

Wayne, PA 19087

City, State, ZIP Code

POST OFFICE USE ONLY

	NEW ADDRESS OR BOXHOLDER'S NAME AND STREET ADDRESS	POSTMARK
<input type="checkbox"/> No change of address order on file.	_____	_____
<input type="checkbox"/> Moved, left no forwarding address	_____	_____
<input type="checkbox"/> No such address	_____	_____

**REIDENBACH & ASSOCIATES, LLC**

By: Scott R. Reidenbach, Esquire  
Brian M. Marriott, Esquire  
Attorney I.D. Nos. 81388 & 82185  
1008 Upper Gulph Road, Ste. 300  
Wayne, PA 19087  
(800) 969-7032 TEL  
(800) 963-9133 FAX  
scott@reidenbachlaw.com  
brian@reidenbachlaw.com

*Attorneys for Plaintiff,*  
American Executive Centers, Inc.

AMERICAN EXECUTIVE CENTERS, INC. :  
*Plaintiff,* :  
v. :  
TACTICAL RABBIT, INC. :  
*Defendant.* :


MAGISTERIAL DISTRICT  
COURT  
NO. 2014-\_\_\_\_\_

**CERTIFICATION OF ADDRESS**

I, BRIAN M. MARRIOTT, ESQUIRE, counsel for Plaintiff, hereby certify that the address verification requested will be used solely for the service of legal process in connection with litigation in the above referenced matter.


**REIDENBACH & ASSOCIATES, LLC**

Dated: July 22, 2014

By:   
Brian M. Marriott, Esquire  
*Attorney for Plaintiff,*  
American Executive Centers, Inc.

# **EXHIBIT “F”**

*July 22, 2014 Request for Address Verification  
re 600 W. Germantown Pike*

OffshoreAlert 

**Reidenbach**  
& Associates, LLC | Attorneys

1008 Upper Gulph Rd., Ste. 300  
Wayne, PA 19087  
800.969.7032 TEL  
800.963.9133 FAX  
reidenbachlaw.com

Nicole R. Howard, Paralegal  
E-mail: nicole@reidenbachlaw.com

July 22, 2014

USPS Postmaster  
Plymouth Meeting, PA 19462

RE: American Executive Centers, Inc. v. Tactical Rabbit, Inc., et al.  
Magisterial District Court, Docket No. \_\_\_\_\_

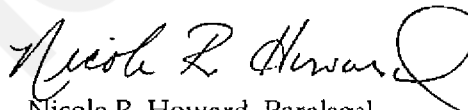
Dear Sir/Madam:

Please be advised that this firm represents Plaintiff, American Executive Centers, Inc., in connection with the above-referenced matter. Enclosed please find a Request for Change of Address or Boxholder Information Needed for Service of Legal Process and a Certification of Address.

Kindly verify the address of Defendant, *Tactical Rabbit, Inc. /Everett Stern*, and return the verification to my attention in the self-addressed, pre-paid envelope that I have enclosed for your convenience.

Thank you for your assistance and please do not hesitate to contact me should you have any questions or comments in this regard.

Very truly yours,

  
Nicole R. Howard, Paralegal

NRH/tbm  
Enclosure

Change of Address or Boxholder Request Format – Process Servers

Postmaster

Date July 22, 2014

Plymouth Meeting, PA 19462

City, State, ZIP Code

**REQUEST FOR CHANGE OF ADDRESS OR BOXHOLDER INFORMATION  
NEEDED FOR SERVICE OF LEGAL PROCESS**

Please furnish the new address or the name and street address (if a boxholder) for the following:

Name: Tactical Rabbit, Inc. / Everett Stern

Address: 600 W. Germantown Pike, Suite 400, Plymouth Meeting, PA 19462

Note: Only one request may be made per completed form. The name and last known address are required for change of address information. The name, if known, and Post Office box address are required for boxholder information.

The following information is provided in accordance with 39 CFR 265.6(d)(5)(ii). There is no fee for providing boxholder or change of address information.

1. Capacity of requester (e.g. process server, attorney, party representing self) Attorney
2. Statute or regulation that empowers me to serve process (not required when requester is an attorney or a party acting pro se — except a corporation acting pro se must cite statute)

3. The names of all known parties to the litigation: American Executive Centers, Inc. v. Tactical Rabbit, Inc.

4. The court in which the case has been or will be heard: Magisterial District Court

5. The docket or other identifying number (a or b must be completed):

a. Docket or other identifying number: \_\_\_\_\_

b. Docket or other identifying number has not been issued.

6. The capacity in which this individual is to be served (e.g., defendant or witness): \_\_\_\_\_

**WARNING**

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in conjunction with actual or prospective litigation.

  
Signature

1008 Upper Gulph Rd., Ste. 300  
Address

Brian M. Marriott, Esq.  
Printed Name

Wayne, PA 19087  
City, State, ZIP Code

**POST OFFICE USE ONLY**

<input type="checkbox"/> No change of address order on file.	NEW ADDRESS OR BOXHOLDER'S NAME	POSTMARK
<input type="checkbox"/> Moved, left no forwarding address	AND STREET ADDRESS	
<input type="checkbox"/> No such address	_____	
	_____	
	_____	

**REIDENBACH & ASSOCIATES, LLC**

By: Scott R. Reidenbach, Esquire  
Brian M. Marriott, Esquire  
Attorney I.D. Nos. 81388 & 82185  
1008 Upper Gulph Road, Ste. 300  
Wayne, PA 19087  
(800) 969-7032 TEL  
(800) 963-9133 FAX  
scott@reidenbachlaw.com  
brian@reidenbachlaw.com

*Attorneys for Plaintiff,*  
American Executive Centers, Inc.

AMERICAN EXECUTIVE CENTERS, INC. :  
*Plaintiff,* :  
v. :  
TACTICAL RABBIT, INC. :  
*Defendant.* :


**MAGISTERIAL DISTRICT  
COURT**  
**NO. 2014-\_\_\_\_\_**

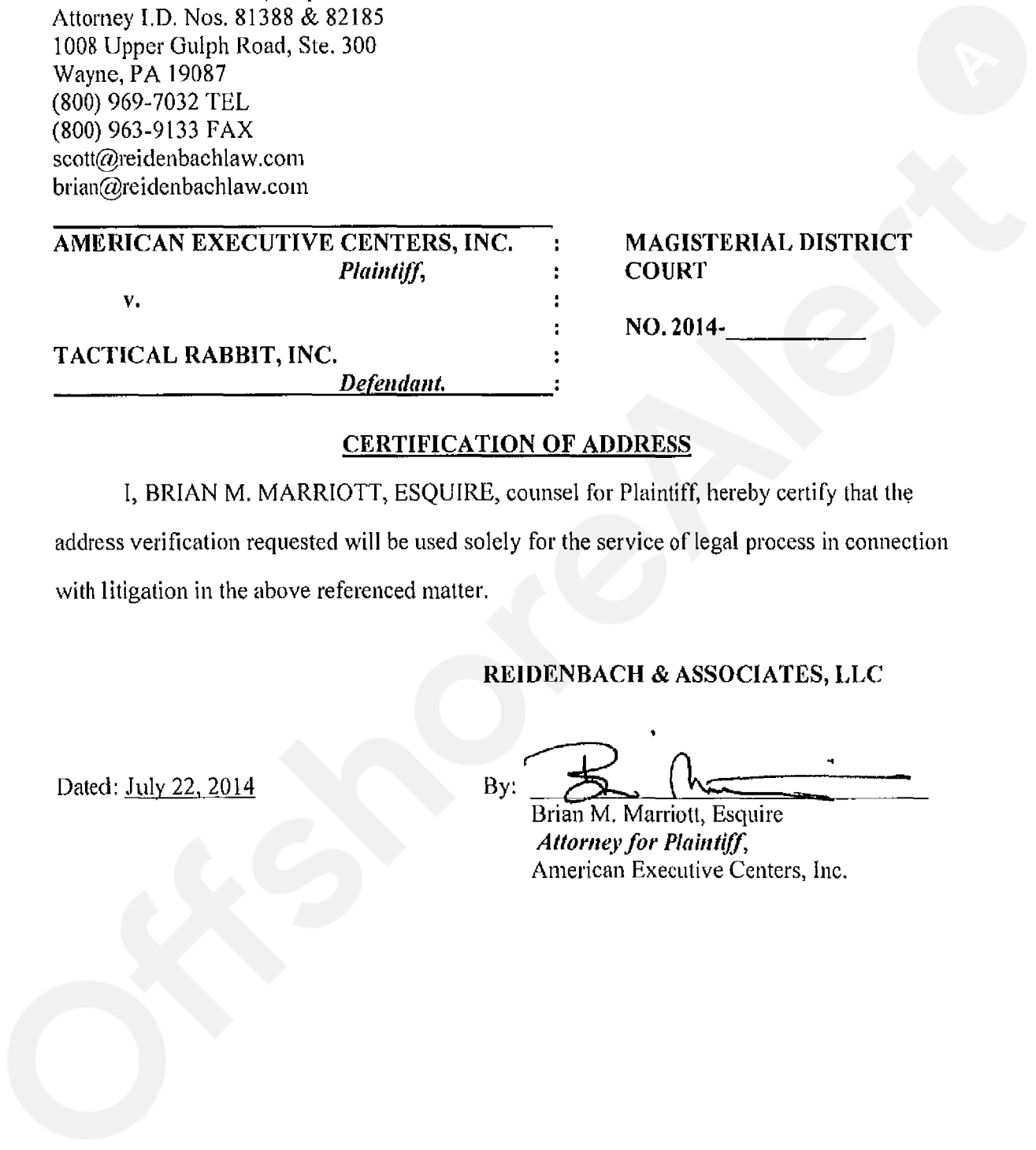
**CERTIFICATION OF ADDRESS**

I, BRIAN M. MARRIOTT, ESQUIRE, counsel for Plaintiff, hereby certify that the address verification requested will be used solely for the service of legal process in connection with litigation in the above referenced matter.

**REIDENBACH & ASSOCIATES, LLC**

Dated: July 22, 2014

By:   
Brian M. Marriott, Esquire  
*Attorney for Plaintiff,*  
American Executive Centers, Inc.





# EXHIBIT "G"

*August 1, 2014 USPS Postmaster Response  
Re 600 W. Germantown Pike*

A

Change of Address or Boxholder Request Format – Process Servers

Postmaster Date July 22, 2014  
Plymouth Meeting, PA 19462  
 City, State, ZIP Code

**REQUEST FOR CHANGE OF ADDRESS OR BOXHOLDER INFORMATION  
 NEEDED FOR SERVICE OF LEGAL PROCESS**

Please furnish the new address or the name and street address (if a boxholder) for the following:  
 Name: Tactical Rabbit, Inc. / Everett Stern  
 Address: 600 W. Germantown Pike, Suite 400, Plymouth Meeting, PA 19462

Note: Only one request may be made per completed form. The name and last known address are required for change of address information. The name, if known, and Post Office box address are required for boxholder information.

The following information is provided in accordance with 39 CFR 265.6(d)(5)(ii). There is no fee for providing boxholder or change of address information.

1 Capacity of requester (e.g., process server, attorney, party representing self) Attorney  
 2 Statute or regulation that empowers me to serve process (not required when requester is an attorney or a party acting pro se — except a corporation acting pro se must cite statute)

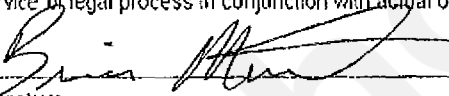
---

3 The names of all known parties to the litigation: American Executive Centers, Inc. v. Tactical Rabbit, Inc.  
 4 The court in which the case has been or will be heard: Magisterial District Court  
 5 The docket or other identifying number (a or b must be completed):  
 a Docket or other identifying number \_\_\_\_\_  
 b Docket or other identifying number has not been issued.  
 6 The capacity in which this individual is to be served (e.g., defendant or witness): \_\_\_\_\_

**WARNING**

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in conjunction with actual or prospective litigation.

 1008 Upper Gulph Rd., Ste. 300  
 Signature Address  
Brian M. Marriott, Esq. Wayne, PA 19087  
 Printed Name City, State, ZIP Code

POST OFFICE USE ONLY		
<input checked="" type="checkbox"/> No change of address order on file	NEW ADDRESS OR BOXHOLDER'S NAME	POSTMARK
<input type="checkbox"/> Moved, left no forwarding address	AND STREET ADDRESS	
<input type="checkbox"/> No such address	_____	_____
	_____	_____

Case# 2015-04796-3 Docketed at Montgomery County Prothonotary on 06/19/2015 12:07 PM, Fee = \$0.00



*July 22, 2014 Unclaimed Demand Letter*

**EXHIBIT "H"**

OffshoreAlert A

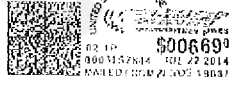
A

**Raidenbach**  
& Associates, LLC | Attorneys  
1086 Upper Gallop Rd., Ste. 300  
Wayne, PA 19087

GENIECO MAIL



7011 2000 0001 4031 5340



S2-1  
8.14  
8.19

Tactical Rabbit, Inc.  
Attn: Everett A. Stern, CEO  
2615 DeKalb Pike, Suite/Apt. 616  
East NC

NIXIE 176 DE 1009 0008/22/14

RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD

1940 0015222 0061 SC: 19887278075 \*2827-00831-23-44

*Skiprace Result*

**EXHIBIT "I"**

OffshoreAlert A



Nicole Howard <nicole@reidenbachlaw.com>

---

**Skiptrace Request - AEC v. Tactical Rabbit, Inc.**

---

**Dennis Richman** <dennis@dennisrichman.com>

Fri, Dec 19, 2014 at 1:40 PM

To: Nicole Howard <nicole@reidenbachlaw.com>

Cc: Melissa Alicea <Melissa@dennisrichman.com>

Hi Nicole,

As of 10/2014, Everett Stern has a listed address of:

**606 RIDGE AVE**

**KENNETT SQUARE, PA 19348**

Dennis Richman  
Dennis Richman's Services  
For The Professional, Inc  
1500 JFK Blvd. Suite 1706  
Philadelphia, PA 19102  
215-977-9393  
dennis@dennisrichman.com

---

**From:** Nicole Howard <nicole@reidenbachlaw.com>

**Date:** Friday, December 19, 2014 at 11:31 AM

**To:** Dennis Richman <dennis@dennisrichman.com>, Melissa Alicea <Melissa@dennisrichman.com>

**Cc:** Brian Marriott <Brian@reidenbachlaw.com>, Rachel Schoenlein <rachel@reidenbachlaw.com>

**Subject:** Skiptrace Request - AEC v. Tactical Rabbit, Inc.

[Quoted text hidden]

Case# 2015-04796-3 Docketed at Montgomery County Prothonotary on 06/19/2015 12:07 PM, Fee = \$0.00

**EXHIBIT “J”**

*December 23, 2014 Demand Letter*

OffshoreAlert A

**Reidenbach**  
& Associates, LLC | Attorneys

Brian M. Marriott, Esquire  
E-mail: brian@reidenbachlaw.com

December 23, 2014

Tactical Rabbit, Inc.  
ATTN: Everett A. Stern, CEO  
606 Ridge Ave.  
Kennett Square, PA 19348

RE: American Executive Centers, Inc. v. Tactical Rabbit, Inc.

Dear Mr. Stern:

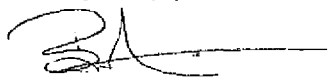
This firm serves as counsel to American Executive Centers, Inc. (herein "AEC"). As you are aware, on January 8, 2014, you entered into a Lease and Service Agreement (the "Lease") with AEC for a one year term beginning on February 2, 2014 and ending on January 31, 2015. A true and correct copy of the Lease is attached hereto for your convenience. As of today's date, your account is in arrears in the amount of \$11,391.49 (after the application of your Service Retainer amount) for failure to remit the appropriate monthly payments to AEC since July 1, 2013.

Not including attorneys' fees (which will be calculated and posted to your account), the amount now due to AEC is therefore *Eleven Thousand, Three Hundred and Ninety-One Dollars & Forty-One Cents (\$11,391.49)*. This debt includes unpaid Rent, service charges and late fees. Pursuant to paragraph No. 9 of the Lease, AEC has the authority to seek payment for collection expenses up to 15% of the amount due in an additional amount of \$1,708.72, which may be immediately assessed to your account.

Should you wish to resolve this matter amicably, please contact me within ten (10) days of the date of this correspondence, which is by no later than Monday, January 5, 2015.

Please be guided accordingly.

Very truly yours,



Brian M. Marriott

BMM/nrh  
Enclosure

VIA E-MAIL, FIRST-CLASS MAIL & CERTIFIED MAIL, R.R.R. (stern@tacticalrabbit.com)  
(7014 2120 0003 6712 1614)

cc: Anne Senski, Vice President, American Executive Centers, Inc. VIA E-MAIL, ONLY



Tactical Rabbit, Inc.  
ATTN: Everett A. Stern, CEO  
December 23, 2014  
Page 2

Fair Debt Notice

*This is an attempt to collect a debt. Any information received will be used for that purpose. If you do not dispute the validity of this debt, or the amount, it will be assumed to be valid. If you dispute the validity or amount, in writing, within thirty (30) days, we will obtain verification and provide it to you.*

OffshoreAlert

## LEASE AND SERVICE AGREEMENT

This Lease and Services Agreement (lease) is entered into this day, the 8th of January, 2014, between the parties named below:

American Executive Centers, Inc.

("We", "Us" or "Our")



600 West Germantown Pike  
Suite 400  
Plymouth Meeting, PA, 19462  
info@americanexecutivecenters.com  
610-940-1600

Tactical Rabbit Inc.

("You", "Your" or "Yours")

2615 Dekalb Pike  
East Norriton, PA, 19401, US  
stern@tacticalrabbit.com  
215-704-2892

Intending to be legally bound, the parties agree as follows:

### 1. Leased Premises:

A floor plan of our leased premises at 600 West Germantown Pike, Suite 400, Plymouth Meeting, PA, 19462 is attached as Exhibit B-3. Subject to the terms and conditions set forth in the Lease, we agree to lease to You and You agree to rent.

Office Number	Usage	Move In Date	Lease Start Date	Lease Stop Date	Lease Term	Monthly Rental	Security Deposit
1001	Exclusive	2/1/2014	2/1/2014	1/31/2015	12	\$1,300.00	\$1,950.00
<b>Totals</b>						<b>\$1,300.00</b>	<b>\$1,950.00</b>

On a shared basis, We will provide:

- a. Common use of reception area, copier, kitchen, hallways and bathrooms
- b. Mail and package receipt in Your absence.
- c. Personalized telephone answering during business hours between 8:30 am and 5:30 pm (includes answering up to 250 calls per month, Monday through Friday, except for Our Holidays).
- d. Complimentary coffee and tea throughout the business day.
- e. Daily janitorial service.
- f. 24-hour access to facilities and Your office.
- g. Access to all seven (7) of Our locations.
- h. Access to services listed in Exhibit B-2.
- i. Office furniture: one executive set per office.
- j. Supporting documentation for a 90 day period, for all B-2 services incurred

### 2. Use:

You acknowledge that We lease the leased premises from Our landlord and that You agree to comply with all rules and regulations set forth in that Lease. You agree not to offer any service to Our other customers which We offer. We have the right to modify the non-exclusive areas of the leased premises. You will not make any alterations to the leased premises without Our prior written consent.

### 3. Term:

- a. If We cannot deliver possession of the leased premises to You on the commencement date, rent will be abated until possession is delivered. At Your option You may void this lease, but We will not be liable for any losses resulting.
- b. Rent will be prorated for early occupancy.
- c. Either party may terminate this Lease at the expiration of the stated term with sixty days prior written notice via E-mail, (termination notice period commences on the first day of the following month after termination notice is received), otherwise this Lease will continue to renew for the same period of time as the original term under the then current terms and conditions at the then current rate being charged for like space.



**4. Rent and Additional Rent:**

In consideration of our covenants:

- a. You agree to pay opening charges in the amount of \$3,250.00, detailed in Exhibit B-1 upon your executing this lease. Failure to do so renders the lease voidable at our option.
- b. Thereafter, You agree to pay Us the Monthly Rent Rate of \$1,300.00, on or before the first day of the month.
- c. You agree to pay as additional rent, the amount due for Exhibit B-2 services utilized
- d. Time is of the essence in the payment of all rents. In the event that You fail to pay any rent within five (5) days of the due date, We may:
  - i. Charge You a late fee of \$75.00 per office for each month in which You are delinquent until the balance is paid and,
  - ii. If rent is ten (10) days past due, We will suspend all services contained in paragraph 1.a, 1.b, and Exhibit B-2 services.
- e. You agree to compensate Us \$75.00 for each occasion that a check is returned by Your bank for insufficient funds.
- f. Rents and bills for services shall be paid to:

American Executive Centers, Inc.  
P O Box 822250  
Philadelphia, PA 19182-2250
- g. Or other address that We designate in writing.

**5. Services Retainer and Security Deposit:**

Concurrent with the execution of this Lease, You agree to pay \$1,950.00 as an Exhibit B-1 services retainer which enables us to provide You with Exhibit B-2 services, on account, with only periodic billing. The services retainer is computed at 1 1/2 times the base rent amount and includes the average amount of Exhibit B-2 services incurred on account by a customer over a 60 day period before they are tabulated, billed and due. Further, You agree to increase the services retainer if rent plus unbilled Exhibit B-2 services exceeds the services retainer or e.g. the base rent changes due to increased office size, or increased number of offices. You are responsible for leaving the leased premises in the same condition in which You found them. The services retainer amount will be returned approximately 60 days after You have moved out, net of any amount due under the lease.

**6. Hold Harmless:**

We are not obligated to carry insurance on Your personal or business property, but We encourage You to do so. We will not be liable to You or any other person for any damages on account of loss, damage or theft of any personal or business property of Yours, Your employees, agents or invitees unless We acted deliberately to cause them.

**7. Hiring of Employees:**

You will not hire one of Our employees and We will not hire an employee of Yours, met on the premises, during the Lease term or extension or renewal hereof and 180 days thereafter. Each party agrees to pay the other party \$15,000 for each breach of this provision.

**8. Default:**

The following constitutes a default under Your lease

- a. If You fail to perform any requirement of this Lease or fail to pay any sum of money when due and such failure shall continue for ten (10) days after the date of written notice.
- b. Any removal or attempt to remove any of Your property from the leased premises, other than in the ordinary course of business, without having first paid all amounts due, or amounts that will become due under this Lease.
- c. A declaration of bankruptcy, insolvency, or other reorganization or filing for protection from creditors.

**9. Remedies:**

- a. We may terminate this Lease and You will have no further right to avoid termination by payment of any sum due. Nevertheless, the rent for the unexpired term of the Lease, including collection expenses up to 15% of the amount due, shall be immediately due and payable.
- b. We may re-enter and take possession of the leased premises, remove all persons and impound all property, and re-lease the premises.

**10. Miscellaneous:**

- a. You agree not to use the Services Retainer and Security Deposit to pay the last months' rent.
- b. We will have the right at any time during the lease term, upon giving You 30 day's written notice, to relocate You at Our expense, to space of comparable square footage within the suite.
- c. This agreement is personal to You and cannot be transferred to anyone else.
- d. You agree that repeated events of abusive or unprofessional behavior, to Our employees or other clients, are unacceptable. We will provide You with written notice if such an event occurs. If there is a second event, We may, at Our option, terminate this agreement.
- e. Any holdover tenancy period which exists after receipt of a valid termination notice will be billed on a month to month basis at 150% of current Rent.
- f. If You have power requirements in addition to a standard office computer and printer, We reserve the right to separately meter and charge for electrical installation and consumption.
- g. You acknowledge that We, as part of maintaining a high quality professional business environment, provide a standard uniform furniture package in each office. Any additional requirements excluding electronic equipment must be pre-approved by Us, to maintain the integrity of the décor of Our suite and business environment.
- h. You agree that our internet access is for casual use and not to be relied upon to support a critical element of your business. In addition you agree to abide by the Internet Access Rules, a copy of which can be obtained from your Center Manager.



11. Additional Terms.

Notwithstanding the above:

-This lease includes Executive Telephone Reception and High Speed Internet for the first term of the Agreement

-This lease includes 5 hours per month complimentary meeting room time good at all 7 Philadelphia area locations.

**LESSEE:**

**LESSOR:**

Signature: *Everett Stern*  
Everett Stern (EVS) 2014  
Email: [stern@tacticalrabbit.com](mailto:stern@tacticalrabbit.com)  
Title: CEO

Signature: *G. Michael Howard*  
G. Michael Howard (GMH) 2014  
Email: [leasing@americanexecutivecenters.com](mailto:leasing@americanexecutivecenters.com)  
Title: President

Note: this Lease is only valid if signed by both parties through the Echosign electronic signature service.



## Exhibit B - 1 Opening Charges

Center: Plymouth Meeting

Contact Name: Everett A. Stern, M.B.A.

Company Name: Tactical Rabbit Inc.

Address: 2615 Dekalb Pike

Address 2: \_\_\_\_\_

Address 3: \_\_\_\_\_

Address 4: East Norriton, PA, 19401

Country: United States

MONTHLY CHARGES		AMOUNT
Net Rent Due:		\$1,300.00
Office(s):	1001	
Charge(s)	<u>1 No Phones or Internet</u>	\$0.00
SubTotal		\$0.00
Sales Tax	6%	\$0.00
<b>Total Monthly Charges</b>		<b>\$1,300.00</b>

ONE TIME CHARGES		AMOUNT
Proration of Total Monthly Charges for Early Move In:		\$0.00
Refundable Service Retainer, less	\$0.00 on hand	\$1,950.00
Charge(s)		\$0.00
Subtotal		\$1,950.00
Sales Tax	6%	\$0.00
<b>Total One-Time Charges</b>		<b>\$1,950.00</b>

**GRAND TOTAL (Check Amount) \$3,250.00**

(T) Taxable. (TP) Partially Taxable  
 \* Directory listing, office nameplate, initial staff orientation meeting, office preparation



## Exhibit B - 2

A. We at American Executive Centers are truly committed to providing Our clients with exceptional Business Support service by creating a better environment for Your success. Our highly professional team, equipped with a wide range of expertise, will take care of Your IT and Business Support needs on an as needed basis, so that You can focus on what You do best. American Executive Centers guarantees to work days, nights and weekends to complete Your projects in a timely matter.

Available to You at reasonable charges are the following services:

1. Business Support Services:

Database Management	Tradeshaw Support and Follow-Up
Sales Support	Creating Presentations
Graphic Design	High Speed Printing and Binding
Spreadsheets	Telemarketing
Administrative Assistance	Bookkeeping
Website Design	Shlpping and Expediting
IT Assistance	Paralegal Services
Appointment Scheduling and Confirmation	

2. Photocopy Facilities

3. Fax Transmission and Receipt

4. Communication Services (See Exhibit B-4 for a detailed description)

Enhanced Telephone Package	Voicemail Box
Other Advanced Features	Outbound Notification
50 / 20 Mbps Internet Access Package	Video Conferencing
Digital Telephone Sets	Answering In Excess of 250 calls per Month per Office
Telephone lines (Speech Paths)	Call Patching
Data Lines	Yellow Page Advertising
Directory Assistance	Initial Installation of Telephone Services
Call Forwarding	Telephone Service Adds, Moves, Changes

5. Postage Metering

6. Concierge Service (Florist, Limousine arrangements, etc.)

7. Office Supplies

8. Audio/Visual Conference Room equipment

9. Conference Room usage

10. Additional Furniture

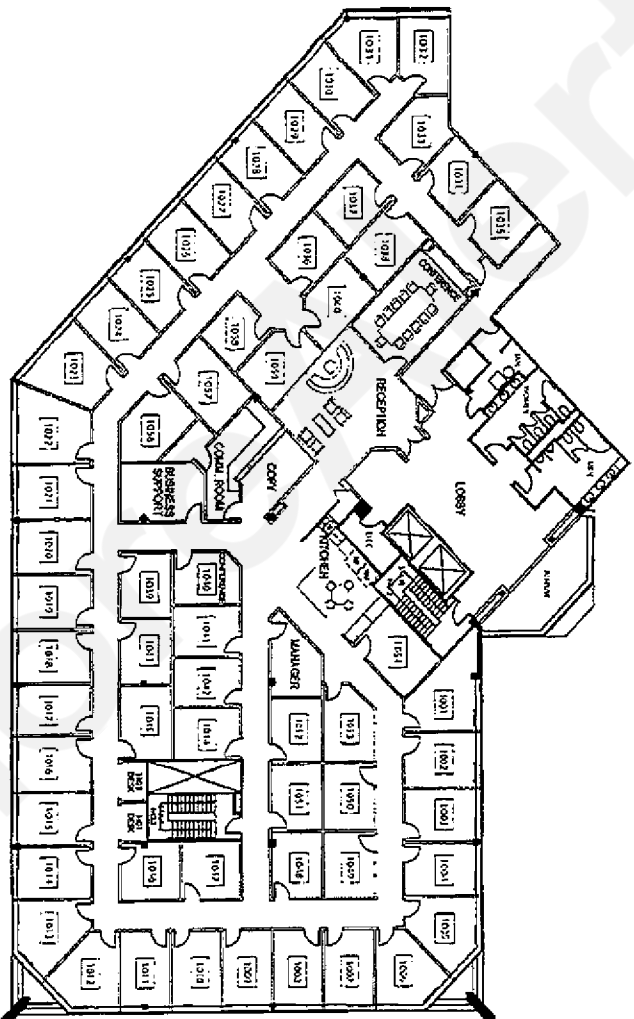
11. Directory Listing on the building directory, an office nameplate, office preparation and initial staff orientation.

B. A complete list of Exhibit B-2 Services and Prices available upon request.

C. We may at any time and from time to time add, delete or make substitutions for the services described herein.



Exhibit B - 3



American Executive Centers, Inc.  
Plymouth Meeting, PA



## Exhibit B - 4 Telecommunications Package

The American Executive Centers business-ready telecommunications package provides clients with an enterprise-grade telephone system and reception services, at a price that makes business sense. The package includes five components: (1) Telephone Reception Services, (2) Multi-Functional Digital Telephone Instrument, (3) On-Site, No-Fault Maintenance Agreement, (4) Free Talk Calling Plan, (5) Global Crossing Audio and Web Conferencing Services.

**(1) Telephone Reception Services:**

Each of our receptionists has earned a Receptionist Certification by completing a rigorous three-level training course. Their focus in telephone answering is on customer service, their goal is representing your organization intelligently and reliably. You will grow to consider them as an extension of your business.

**(2) Multi-Functional Digital Telephone Instrument:**

Our team has set up thousands of companies over the years. We know what businesses require to be up and running seamlessly. Every feature you could want or need is built into your phone and packaged for you at a competitive rate.

User-friendly interface with an LCD menu that will guide the entire process

- 100% digital, multi-line telephone
- Speaker phone
- Call stacking, transferring and forwarding
- Attendant Console
- Voicemail with outbound notification of calls to a cell phone and Unified Messaging
- Hold button with "music on hold"
- Inbound Caller ID
- Redial and speed dial
- Conference calling with multiple parties
- Four 100% digital T-1 lines; the highest voice grade line available

**(3) On-Site, No-Fault Maintenance Agreement:**

Your phone system and office wiring are covered under our on-site, no-fault maintenance agreement. While phone companies charge a monthly fee plus a fee for fixing a problem, we are committed to keeping your phone handset and lines up and running with no extra fee.

- Free, on-site diagnostics
- No fault maintenance agreement on both the telephone and all office wiring

**(4) Free Talk Calling Plan:**

Our monthly phone calling programs are all inclusive for all local and long distance calling. We also pass our savings onto you for international calls only charging you our cost - no markup.

- Negotiated volume rate provides significant savings for our clients
- Package pricing allows for easier budgeting
- Short-term agreements
- No early termination penalties
- Superior line quality

**(5) Global Crossing Audio and Web Conferencing Services:**

Remote meetings whether via audio or web conferencing are a must-have. Our service includes free access to Global Crossings new easy-to-use audio and web conferencing services.

**Audio Conferencing**

- Use your toll free 800 number to have a teleconference at anytime with any number of people
- No reservation required.

**Web Conferencing:**

- Desktop sharing
- Recording and archiving of meetings.
- 24/7 access. No reservation. No restrictions

**Program Price**

Call plan including telephone reception, instrument, maintenance, Free Talk calling plan and Telephone Answering Services: \$165 per month.

**Additional Communication Services**

• Facsimile or modem line (analog)	\$40.00 per month, per line*	• Additional Voice Mail Box	\$25.00 per month, per voicemail box *
• Business Class Internet Access	\$95.00 per month, per line*	• System Program Changes	\$50.00 per hour, plus tax
• Public IP Address	\$5.00 per month, per IP*	• IT Equipment Storage	\$25.00 per month, per piece

\*plus installation charges



# EXHIBIT "K"

*USPS Certified, Return Receipt  
signed on December 27, 2014*

A

RECEIVED  
JAN 05 2015

Reidenbach & Associates, LLC  
Attorneys at Law

**SENDER: COMPLETE THIS SECTION**

- Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Tactical Rabbit, Inc.  
 Attn: Everett A. Stern, CEO  
 606 Ridge Ave.  
 Kennett Square, PA 19348

2. Article Number  
(Transfer from service label)

7014 2120 0003 6712 1614

PS Form 3811, July 2013

Domestic Return Receipt

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X   Agent  
 Addressee

B. Received by (Printed Name)

G. Stern

C. Date of Delivery

12/27/14

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type

- Certified Mail®  Priority Mail Express™
- Registered  Return Receipt for Merchandise
- Insured Mail  Collect on Delivery

4. Restricted Delivery? (Extra Fee)  Yes

**EXHIBIT "L"**

*Sheriff's Service Affidavit*

OffshoreAlert A

15004032



MONTGOMERY COUNTY SHERIFF'S OFFICE  
ORDER FOR SERVICE

2015-90611-SOC 1/310

4/24

(Please prepare a separate request for service form for each defendant to be served by the Sheriff) X53858

To: Sheriff Russell J. Bono  
Montgomery County Court House  
P.O. Box 311  
Norristown, Pennsylvania 19401-0311  
Phone: 610-278-3331 Fax: 610-278-3832

Date: 4/9/15

Prothonotary No. 2015-04796

Sheriff Cost: MC 28 - Chester 150 -

Attorney's Or Plaintiff's Name and Address:

Scott R. Reidenbach, Esquire  
229 W. Wayne Ave.  
Wayne, PA 19087

212672

X	Civil Action <u>Compt</u>	Writ of Execution Levy
	Confessed Judgment	Writ of Execution Attachment
	Complaint in Ejectment	Writ of Execution Garnishee
	Posting	Writ of Seizure
	Writ of Possession	Impoundment
	Other:	Court Order:

ATTY. ID# 81388 Telephone: 610.572.7075

American Executive Centers, Inc.

Vs. PLAINTIFF

Tactical Rabbit, Inc.

DEFENDANT

FOR SHERIFF USE ONLY SHERIFF'S RETURN

PERSON SERVED \_\_\_\_\_

RELATIONSHIP/POSITION \_\_\_\_\_

PLACE OF SERVICE \_\_\_\_\_

DATE OF SERVICE \_\_\_\_\_

TIME \_\_\_\_\_

NUMB \_\_\_\_\_

DEPU \_\_\_\_\_

DEPUTY \_\_\_\_\_

LAST DAY FOR SERVICE 5-8-15



2013-04796-0002 5/27/2015 3:52 PM # 10315145  
(Internal Use Only) Not Found as to  
Rept# Z2417394 Fee: \$0.00  
Mark Levy - MontCo Prothonotary

Service Upon: Tactical Rabbit, Inc.  
LOCATION (MUST HAVE VALID ADDRESS OR DIRECTIONS)

c/o Everett Stern, CEO  
606 Ridge Ave.  
Kennett Square, PA 19348

CK attached

SERVICE NOT MADE BECAUSE:

DATE: 4/27/15 TIME: 10:40 am DEPUTY: W. Weaver DEPUTY: WEAVER

<input type="checkbox"/> NO SERVICE	<input type="checkbox"/> BAD ADDRESS	<input type="checkbox"/> UNKNOWN AT ADDRESS	<input type="checkbox"/> NEED BETTER ADDRESS
<input type="checkbox"/> MOVED	<input checked="" type="checkbox"/> BUILDING VACANT	<input type="checkbox"/> ADDRESS OUT OF COUNTY	<input type="checkbox"/> OTHER

POSSESSION TAKEN:

DATE: TIME: DEPUTY: DEPUTY:

ATTEMPTED SERVICE DATE & TIME

I, Sheriff, County of Montgomery to execute and make a return on the attached Action according to law do hereby deputize you, the Sheriff, County of Chester

Russell J. Bono Sheriff \$ 150 Advance enclosed

4-13-15

RETURN ORIGINAL  
MONTCO  
ORDER FOR SERVICE

STAMP  
OFFICE OF THE  
SHERIFF  
MONTGOMERY CO. PA.

2015 APR 13 AM 9:16  
RECEIVED

**EXHIBIT “M”**

*May 13, 2015 Request for Address Verification*

OffshoreAlert A

**Reidenbach**  
& Associates, LLC | Attorneys

Nicole R. Howard, Paralegal  
E-mail: nicole@reidenbachlaw.com

May 13, 2015

USPS Postmaster  
Kennett Square, PA 19348

RE: American Executive Centers, Inc. v. Tactical Rabbit, Inc.  
Montgomery County CCP, Docket No. 2015- 04796


Dear Sir/Madam:

Please be advised that this firm represents Plaintiff, American Executive Centers, Inc., in connection with the above-referenced matter. Enclosed please find a Request for Change of Address or Boxholder Information Needed for Service of Legal Process and a Certification of Address.

Kindly verify the address of Defendant, *Tactical Rabbit, Inc. /Everett Stern*, and return the verification to my attention in the self-addressed, pre-paid envelope that I have enclosed for your convenience.

Thank you for your assistance and please do not hesitate to contact me should you have any questions or comments in this regard.


Very truly yours,



Nicole R. Howard, Paralegal

NRH/tbm  
Enclosure

Change of Address or Boxholder Request Format – Process Servers

Postmaster	Date <u>May 13, 2015</u>	
<u>Kennett Square, PA 19348</u>		
City, State, ZIP Code		
<b>REQUEST FOR CHANGE OF ADDRESS OR BOXHOLDER INFORMATION NEEDED FOR SERVICE OF LEGAL PROCESS</b>		
Please furnish the new address or the name and street address (if a boxholder) for the following:		
Name: <u>Tactical Rabbit, Inc. / Everett Stern</u>		
Address: <u>606 Ridge Ave., Kennett Square, PA 19348</u>		
Note: Only one request may be made per completed form. The name and last known address are required for change of address information. The name, if known, and Post Office box address are required for boxholder information.		
The following information is provided in accordance with 39 CFR 265.6(d)(5)(ii). There is no fee for providing boxholder or change of address information.		
1. Capacity of requester (e.g., process server, attorney, party representing self): <u>Attorney</u>		
2. Statute or regulation that empowers me to serve process (not required when requester is an attorney or a party acting pro se — except a corporation acting pro se must cite statute): _____		
3. The names of all known parties to the litigation: <u>American Executive Centers, Inc. v. Tactical Rabbit, Inc.</u>		
4. The court in which the case has been or will be heard: <u>Montgomery County CCP</u>		
5. The docket or other identifying number (a or b must be completed):		
<input type="checkbox"/> a. Docket or other identifying number: <u>Docket No. 2015-04796</u>		
<input checked="" type="checkbox"/> b. Docket or other identifying number has not been issued.		
6. The capacity in which this individual is to be served (e.g., defendant or witness): _____		
<b>WARNING</b>		
THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).		
I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in conjunction with actual or prospective litigation		
 _____ Signature	<u>229 W. Wayne Ave.</u> _____ Address	
<u>Brian M. Marriott, Esq.</u> _____ Printed Name	<u>Wayne, PA 19087</u> _____ City, State, ZIP Code	
<b>POST OFFICE USE ONLY</b>		
<input type="checkbox"/> No change of address order on file.	NEW ADDRESS OR BOXHOLDER'S NAME	POSTMARK
<input type="checkbox"/> Moved, left no forwarding address	AND STREET ADDRESS	
<input type="checkbox"/> No such address	_____	_____
	_____	_____

Case# 2015-04796-3 Docketed at Montgomery County Prothonotary on 06/19/2015 12:07 PM, Fee = \$0.00

REIDENBACH & ASSOCIATES, LLC  
By: Scott R. Reidenbach, Esquire  
Brian M. Marriott, Esquire  
Attorney I.D. Nos. 81388 & 82185  
229 W. Wayne Avenue  
Wayne, PA 19087  
(610) 572 - 7075 PHONE  
(610) 771 - 4571 FAX  
scott@reidenbachlaw.com  
brian@reidenbachlaw.com

*Attorneys for Plaintiff,  
American Executive Centers, Inc.*

AMERICAN EXECUTIVE CENTERS, INC. :  
1060 First Avenue, Suite 400 :  
King of Prussia, PA 19406 :  
*Plaintiff,* :  
v. :  
TACTICAL RABBIT, INC. :  
c/o EVERETT STERN :  
606 Ridge Avenue :  
Kennett Square, PA 19348 :  
*Defendant.* :

COURT OF COMMON PLEAS  
OF MONTGOMERY COUNTY

CIVIL DIVISION


No. 2015-04796

**CERTIFICATION OF ADDRESS**

I, BRIAN M. MARRIOTT, ESQUIRE, counsel for Plaintiff, hereby certify that the address verification requested will be used solely for the service of legal process in connection with litigation in the above referenced matter.

REIDENBACH & ASSOCIATES, LLC

Dated: May 13, 2015

By:   
Brian M. Marriott, Esquire  
*Attorney for Plaintiff,*  
American Executive Centers, Inc.



**EXHIBIT “N”**

*Affidavit pursuant to Pa. R.C.P. 430*

OffshoreAlert A

**REIDENBACH & ASSOCIATES, LLC**

By: Scott R. Reidenbach, Esquire

Brian M. Marriott, Esquire

Attorney I.D. Nos. 81388 & 82185

229 W. Wayne Avenue

Wayne, PA 19087

(610) 572 - 7075 PHONE

(610) 771 - 4571 FAX

scott@reidenbachlaw.com

brian@reidenbachlaw.com

*Attorneys for Plaintiff,*

American Executive Centers, Inc.

**AMERICAN EXECUTIVE CENTERS, INC.** :  
*Plaintiff,* :

v. :

**TACTICAL RABBIT, INC.** :  
c/o EVERETT STERN :  
*Defendant.* :

**COURT OF COMMON PLEAS  
OF MONTGOMERY COUNTY**

**CIVIL DIVISION**

**DOCKET No. 2015-04796**

**ATTORNEY CERTIFICATION**  
**PURSUANT TO PA. R.C.P. 430**

The undersigned counsel for movant hereby certifies and attests that:

Plaintiff, American Executive Centers, Inc., has made a good faith effort to effectuate Service upon the Defendant, Tactical Rabbit, Inc. c/o Everett Stern (the "Defendant"), through such means as indicated, at length, in the attached Plaintiff's Motion for Alternative Service, including, but not limited to, USPS Address Verification requests, Skiptrace request to locate Defendant's current address, attempts by the Chester County Sheriff's Department. Furthermore, the Sheriff's Department note states that the Defendant has vacated the property. To date, Plaintiff has been unable to effectuate Service upon Defendant.

**CERTIFIED TO THE COURT BY:**

Dated: June 16, 2015

By:  \_\_\_\_\_

Brian M. Marriott, Esquire  
*Attorney for Plaintiff,*  
American Executive Centers, Inc.

**REIDENBACH & ASSOCIATES, LLC**

By: Scott R. Reidenbach, Esquire  
Brian M. Marriott, Esquire  
Attorney I.D. Nos. 81388 & 82185  
229 W. Wayne Avenue  
Wayne, PA 19087  
(610) 572 - 7075 PHONE  
(610) 771 - 4571 FAX  
scott@reidenbachlaw.com  
brian@reidenbachlaw.com

*Attorneys for Plaintiff,*  
American Executive Centers, Inc.

<u>AMERICAN EXECUTIVE CENTERS, INC.</u>	:	<b>COURT OF COMMON PLEAS</b>
<i>Plaintiff,</i>	:	<b>OF MONTGOMERY COUNTY</b>
v.	:	
	:	<b>CIVIL DIVISION</b>
<u>TACTICAL RABBIT, INC.</u>	:	
c/o EVERETT STERN	:	<b>DOCKET No. 2015-04796</b>
<i>Defendant.</i>	:	


**ATTORNEY CERTIFICATION**  
**PURSUANT TO PA. R.C.P. 430**

The undersigned counsel for movant hereby certifies and attests that:

Plaintiff, American Executive Centers, Inc., has made a good faith effort to effectuate Service upon the Defendant, Tactical Rabbit, Inc. c/o Everett Stern (the "Defendant"), through such means as indicated, at length, in the attached Plaintiff's Motion for Alternative Service, including, but not limited to, USPS Address Verification requests, Skiptrace request to locate Defendant's current address, attempts by the Chester County Sheriff's Department. Furthermore, the Sheriff's Department note states that the Defendant has vacated the property. To date, Plaintiff has been unable to effectuate Service upon Defendant.

**CERTIFIED TO THE COURT BY:**

Dated: June 17, 2015

By:   
\_\_\_\_\_  
Brian M. Marriott, Esquire  
*Attorney for Plaintiff,*  
American Executive Centers, Inc.