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Admitted to Practice In:
New Jersey
Pennsylvania

Kenneth A. Olsen
Attorney at Law
33 Philhower Road
Lebanon, New Jersey 08833

Via FedEx Airbill No. 8127 7223 9731

January 12, 2022

Hon. Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
400 North Street, 2d Floor
Harrisburg, PA 17120

Re: Transfer Of Capital Stock of Mainstreet Leasing, Inc. Application
Docket No. A-6413734, No. A-2011-2253206

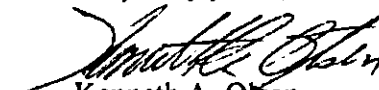
Madam Secretary:

I represent Seller, John Cali, in the above captioned matter.

Attached and enclosed for filing with your Commission, find original signed and notarized Application For Approval Of Transfer of Capital Stock Transportation Common Carrier, verified Corporate History Statement of Certificated Carrier, Statements of Financial Condition for Seller and Buyer, Agreement of Sale, and original verified Statement of Buyer, together with \$350.00 cashier's check covering filing fee.

If you have any questions relative to any of the above or attached, or require additional information, please contact me. Your considerations and courtesies are appreciated.

Very truly yours,



Kenneth A. Olsen

KAO:amo
Enc.
cc with enc.: John Cali
Mainstreet Leasing, Inc.

DATE OF DEPOSIT

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

APPLICATION FOR APPROVAL OF TRANSFER OF CAPITAL STOCK

TRANSPORTATION COMMON CARRIER

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application for approval to transfer

all of the capital stock of
(all or part)

Mainstreet Leasing, Inc.

(Name of Certificated Carrier)

held by John Cali

(Name of Seller)

to Qies Hadeed

(Name of Buyer)

PUC USE ONLY

Docket
Number

Folder
Number

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

1. Mainstreet Leasing, Inc.
(Full and correct name of Certificated Carrier)

2. Docket number of Certificated Carrier Utility Code No. A-6413734
is Docket No. A-2011-2253206

3. Name of Seller(s): John Cali

445 Business Park Lane

(Business Street Address)

(P.O. Box, if any)

Allentown

PA

18109

610-776-1516

(City)

(State)

(Zip)

(Telephone)

johnncal111@gmail.com

(E-mail Address)

4. Seller's attorney for this application: Kenneth A. Olsen, Esq.

33 Philhower Road, Lebanon, NJ 08833

(Address)

908-832-9207

(Telephone)

5. Name of Buyer(s): Qies Hadeed

445 Business Park Lane

(Business Street Address)

(P.O. Box, if any)

Allentown

PA

18109

610-776-1516

(City)

(State)

(Zip)

(Telephone)

(E-mail Address)

DATE OF DEPOSIT

6. Buyer's attorney for this application: Buyer has not retained any attorney in this matter and is representing himself.

(Address) _____ (Telephone) _____

(E-mail Address)

7. Capital Stock of Certificated Carrier:

a) Number of authorized shares: 1,000

b) Par or stated value per share: \$1.00 par value

c) Number of shares outstanding: 1,000

d) Shareholders: _____ Number of shares held: _____

John Cali _____ 1,000 _____

e) Number of shares redeemed or held as treasury stock: -0-

8. Stock Transaction:

Sellers	# Sold	Buyers	# Bought
<u>John Cali</u>	<u>1,000</u>	<u>Oies Hadeed</u>	<u>1,000</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

9. If buyer and/or seller are in control of or affiliated with each other or with any other carrier, state name of carriers, docket numbers, and nature of control or affiliation:

Neither buyer or seller are in control of or affiliated with each other or with any other carrier.

10. Consideration for the transfer of capital stock is (if nominal, explain):

\$2,000,000.00 See attached agreement.

11. The consideration will be paid as follows:

A \$100,000.000 deposit with the \$1,900,000.00 balance paid over 10 years in equal monthly amounts of \$20,152.45. See attached agreement.

12. The reasons for the proposed transfer are:

Seller recently lost his wife, who died January 15, 2021, and desires to retire from the business, as he is 70 years old.

13. The following must be attached to the completed application

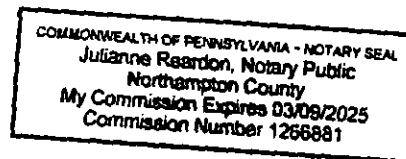
- A statement containing a brief corporate history of the Certificated Carrier, the purpose for which it was created, a description of the service it furnishes to the public and a description of the territory in which it operates. See Exhibit A.
- Statements of Financial Condition (Income Statements and Balance Sheets) for **the Buyer and the Seller**. See attached.
- Sales Agreement (Bilateral) See Exhibit B.
- Verified Statement of Buyer See attached.
- If Buyer is corporate entity, complete list of officers and shareholders with shares.
- If Buyer is corporate entity, copy of corporation papers from PA Dept. of State.

THIS MUST BE COMPLETED BY A NOTARY PUBLIC
AFFIDAVIT OF BUYER (NATURAL PERSON)

COMMONWEALTH OF PENNSYLVANIA :

SS:

Lehigh Northampton County



Qies Hadeed, being duly sworn (affirmed) according to law, deposes and says that the facts above set forth are true and correct; or are true and correct to the best of his/her knowledge, information, and belief, and he/she expects to be able to prove the same at the hearing hereof.

[Signature]
Signature of Affiant Qies Hadeed

Sworn and subscribed before me on this
13 day of December
2021 My Commission expires
3/9/2025

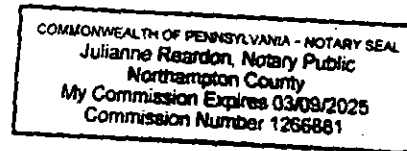
[Signature]
Signature of Official Administering Oath

AFFIDAVIT OF CERTIFICATED CARRIER (CORPORATION)

COMMONWEALTH OF PENNSYLVANIA :

SS:

Northampton County



John Cal
Qies Hadeed, being duly sworn (affirmed) according to law, deposes and says that he/she is President of J+J Leasing
(Office of Affiant) (Name of Corporation)

that he/she is authorized to and does make this affidavit for it; and that the facts above set forth are true and correct; or are true and correct to the best of his/her knowledge, information, and belief, and he/she expects the said J+J Leasing to be able to prove the same at the hearing hereof.
(Name of Corporation)

[Signature]
Signature of Affiant

Sworn and subscribed before me on this
13 day of December
2021 My Commission expires
3/9/2025

[Signature]
Signature of Official Administering Oath

DATE OF DEPOSIT

JAN 12 2022

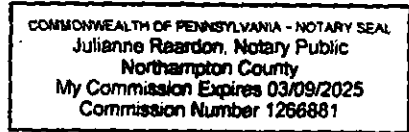
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

THIS MUST BE COMPLETED BY A NOTARY PUBLIC
AFFIDAVIT OF SELLER (NATURAL PERSON)

COMMONWEALTH OF PENNSYLVANIA :

: SS:

Lehigh Northampton County



John Cali, being duly sworn (affirmed) according to law, deposes and says that the facts above set forth are true and correct; or are true and correct to the best of his/her knowledge, information, and belief, and he/she expects to be able to prove the same at the hearing hereof.

Signature of Affiant John Cali

Sworn and subscribed before me on this 13 day of December 2021 My Commission expires 3/9/2025

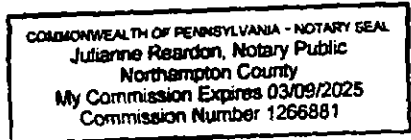
Signature of Official Administering Oath

AFFIDAVIT OF BUYER/SELLER (CORPORATION)

COMMONWEALTH OF PENNSYLVANIA :

: SS:

Northampton County



John Cali, being duly sworn (affirmed) according to law, deposes and says that he/she is President of J+J Leasing (Office of Affiant) (Name of Corporation)

that he/she is authorized to and does make this affidavit for it; and that the facts above set forth are true and correct; or are true and correct to the best of his/her knowledge, information, and belief, and he/she expects the said J+J Leasing to be able to prove (Name of Corporation)

the same at the hearing hereof.

Signature of Affiant

Sworn and subscribed before me on this 13 day of December 2021 My Commission expires 3/9/2025

Signature of Official Administering Oath

Statement of Certificate Holder's Financial Position (Balance Sheet)
as of (date) 11/30/2021

ASSETS

Current Assets			
Cash		<u>619,015.</u>	
Accounts Receivable		<u>56,126</u>	
Notes Receivable			
Other Current Assets (specify)			
Total Current Assets			<u>675,141.</u>
Tangible Assets			
Land			
Motor Vehicle Equipment		<u>1,830,000.</u>	
Less: Accumulated Depreciation			= <u>1,830,000.</u>
Building and Structures			
Less: Accumulated Depreciation			=
Office Equipment			
Less: Accumulated Depreciation			= <u>15,000.</u>
Investments and Funds (specify)			
Intangible Assets			
Other Assets (advances and idle equipment - specify)			
TOTAL ASSETS			<u>2,520,141.</u>

LIABILITIES

Current Liabilities (Due within one year of date)			
Accounts Payable		<u>58,653</u>	
Notes Payable			
Equipment Obligations			
Other Liabilities (Attach schedule)			
Total Current Liabilities			<u>58,653.</u>
Long Term Liabilities (Due after one year of date)			
Accounts Payable		<u>155,000.</u>	
Notes Payable		<u>913,600</u>	
Equipment Obligations			
Other Liabilities (Attach Schedule)			
Total Long-Term Liabilities			<u>1,068,600</u>
TOTAL LIABILITIES			<u>1,127,253.</u>

NET WORTH (Partnerships and individuals, only)

OWNER'S EQUITY (Corporations only)

Capital Stock			<u>1,000.</u>
Additional Paid-in Capital			
Retained Earnings		<u>1,391,888.</u>	
Less: Treasury Stock			=
Total Owner's Equity			<u>1,391,888</u>

TOTAL LIABILITIES & OWNER'S EQUITY 2,520,141.

Statement of Certificate Holder's Income
Income Statement for the 12-month period ending 11/30/2021

REVENUE and GAINS

Operating Revenue	2,331,000.
Net Revenue from non-carrier operations	692,800.
Dividend and interest revenues	1,000.
Other non-operating revenue	780,000
Gains	
Total Revenue and Gains	3,804,800.

EXPENSES

Equipment Maintenance and Garage Expense	256,300.
Insurance Expense	214,300.
Employee Salaries	930,200.
Supervisory Salaries <i>Subcontractors</i>	548,300.
Officer Salaries	150,000.
Fuel Expense, parking, tolls	144,700.
Purchased Transportation (Lease Expense)	168,500
Materials and Supplies Expense	18,500
General Office Expense	57,875
Advertising Expense	6,610.
Telephone Expense <i>utilities</i>	14,730
Accounting Expense	3,450.
Legal Expense	8,200.
Uncollected Revenue	
Depreciation Expense	
Amortization	
Operating Taxes and Licenses	10,600.
Rent Expense	120,000.
Loss	
Total Operating Expenses and Losses	2,653,265.

Net Income Before Taxes

Provision for Income Taxes	
Net Income (Loss)	1,152,535.

Statement of Stock Purchaser's Financial Position (Balance Sheet)
as of (date) 12-13-2021

ASSETS

Current Assets:			
Cash		<u>135,000</u>	
Accounts Receivable			
Notes Receivable			
Other Current Assets (specify)			
Total Current Assets			<u>135,000</u>
Tangible Assets			
Land		<u>65,000</u>	
Motor Vehicle Equipment			
Less: Accumulated Depreciation			= <u>65,000</u>
-			
Building and Structures			
Less: Accumulated Depreciation			= <u>50,000</u>
-		<u>50,000</u>	
Office Equipment			
Less: Accumulated Depreciation			= <u>5,000</u>
-		<u>5,000</u>	
Investments and Funds (specify)			
Intangible Assets			
Other Assets (advances and idle equipment - specify)			
TOTAL ASSETS			<u>255,000</u>

LIABILITIES

Current Liabilities (Due within one year of date)			
Accounts Payable			
Notes Payable			
Equipment Obligations			
Other Liabilities (Attach schedule)			
Total Current Liabilities			
Long Term Liabilities (Due after one year of date)			
Accounts Payable			
Notes Payable			
Equipment Obligations		<u>35,000</u>	
Other Liabilities (Attach Schedule)			
Total Long-Term Liabilities			
TOTAL LIABILITIES			<u>35,000</u>

NET WORTH (Partnerships and Individuals, only) 220,000

<u>OWNER'S EQUITY</u> (Corporations only)			
Capital Stock			
Additional Paid-in Capital			
Retained Earnings			
Less: Treasury Stock			=
Total Owner's Equity			
TOTAL LIABILITIES & OWNER'S EQUITY			

Statement of Stock Purchaser's Projected Income and Expenses
Projected Income and Expense Statement for the 12-month period ending
2022

REVENUE and GAINS

Operating Revenue	<u>2,400,000</u>
Net Revenue from non-carrier operations	<u>700,000</u>
Dividend and interest revenues	<u>1,000</u>
Other non-operating revenue	<u>899,000</u>
Gains	
Total Revenue and Gains	<u>4,000,000</u>

EXPENSES

Equipment Maintenance and Garage Expense	<u>260,000</u>
Insurance Expense	<u>215,000</u>
Employee Salaries	<u>950,000</u>
Supervisory Salaries	<u>550,000</u>
Officer Salaries	<u>180,000</u>
Fuel Expense	<u>145,000</u>
Purchased Transportation (Lease Expense)	<u>170,000</u>
Materials and Supplies Expense	<u>19,000</u>
General Office Expense	<u>50,000</u>
Advertising Expense	<u>7,000</u>
Telephone Expense	<u>15,000</u>
Accounting Expense	<u>3,500</u>
Legal Expense	<u>9,000</u>
Uncollectible Revenue	
Depreciation Expense	<u>800,000</u>
Amortization	
Operating Taxes and Licenses	<u>12,000</u>
Rent Expense	<u>120,000</u>
Loss	
Total Operating Expenses and Losses	<u>3,483,500</u>

Net Income Before Taxes

Provision for Income Taxes	<u>516,500</u>
Net Income (Loss)	<u>150,000</u>
	<u>366,500</u>

DATE OF DEPOSIT

VERIFIED STATEMENT OF STOCK PURCHASER

THE FOLLOWING INFORMATION IS REQUIRED BY THE COMMISSION TO DETERMINE THE BUYER'S FITNESS TO OPERATE. STATEMENTS SHOULD BE TYPED OR PRINTED. ILLEGIBLE STATEMENTS WILL DELAY YOUR APPLICATION.

Qies Hadeed

Purchaser's Name

1301 Mickley Road

Street Address

Whitehall

City or Municipality

PA

State

18052

Zip Code

The Verified Statement of the Buyer is more or less a business plan, or your proposal for providing the transportation service for which you are making application. Prior to deciding to purchase the stock, you likely gave much consideration to the manner in which you would operate the business in order that you could provide satisfactory service to your customers and so that you could make a reasonable profit. As part of the application process, you must provide the Commission with your proposal to provide the transportation service.

At minimum, the Verified Statement of the Buyer should include a discussion of the numbered items listed below and on the following pages. You are encouraged to provide as much information as possible about the particular subject as is necessary to fully explain your plan. If you fail to provide sufficient information about the subjects listed below, it may cause the review of your application to be delayed until you provide the necessary information. If you need more space to provide your explanation, please attach additional pages that list the appropriate item by number.

1. Identify the person making the Verified Statement on behalf of the buyer. If the buyer is an individual making the statement, this will be the same information as provided above. If the buyer is a corporate entity and an employee/officer of the buyer is making the statement, give name, title, business address and telephone number, and indicate that the buyer's directors/owners/partners/etc. have authorized the witness to speak for the business.

See attached Addendum sheet No. 1

2. List the buyer's affiliation (owner, manager, controls) with any other carrier, with the description of affiliation.

See attached Addendum Sheet No. 2

DATE OF DEPOSIT

JAN 12 2022

3. Describe your business experience, particularly any experience relating to the operation of a transportation service. You may also include an explanation of education or training that you believe may be relevant.

See attached Addendum Sheet No. 3

4. Describe your facilities, record maintenance plan and your communication network. Please include a description of your physical location, to include the office area, office machines that will be utilized, and the facility to house vehicles. Household goods in use carriers should include a description of their storage facilities, if applicable. Please include an explanation of your plan to maintain records required by the PUC, as well as normal business records. In regard to your communication network, please explain how you will receive customer requests for transportation, how you will dispatch the vehicles to fulfill the request, and how you will maintain continuous communication with your drivers. Finally, please state your intended business hours.

See attached Addendum Sheet No. 4

5. Please state the number of employees you intend to use, along with a description of their duties. Please explain why that number of employees is appropriate to provide reasonable and efficient service to the geographical territory you will be serving. **(Do not address drivers in your explanation about this item; drivers are addressed separately in item # 6).**

See attached Addendum Sheet No. 5

6. Please state the number of drivers you intend to use or hire in your business and explain why that number of drivers is appropriate for the size of the geographical territory you will be serving. In addition, please explain:
- a) Your hiring standards for drivers;
 - b) Your driver training program;
 - c) Your system for ensuring that your drivers are properly licensed at all times;
 - d) Your policies regarding alcohol and drug use by your drivers.

See attached Addendum Sheet No. 6.

7. Please state the number of vehicles you plan to use in your business and why that number is appropriate to provide reasonable and efficient service to the geographical territory you will be serving. If you have already obtained vehicles for your business, please list them in the chart below.

See attached Equipment List and Addendum Sheet No. 7

<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>VEHICLE ID #</u>	<u>MILEAGE</u>	<u>SEATING CAP.</u>

8. Describe your vehicle safety program. Please include the following in your explanation:
- a) Your periodic vehicle maintenance plan;
 - b) Your system for ensuring your vehicles will continuously comply with Pennsylvania's equipment standards (67 Pa. Code & Chapter 175, requirements for vehicle inspections) that are applicable to the type of vehicles used in your business;
 - c) Your system for ensuring your vehicles will maintain compliance with the PUC's requirements for passenger service at 52 Pa. Code, Sections 29.402 and 29.403. (A copy of these requirements is on a separate page.)

See attached Addendum Sheet No. 8

9. Please explain what steps you have taken to determine if you can obtain and pay the premiums to maintain insurance coverage for the proposed number of vehicles for your business.

See attached Addendum Sheet No. 9

Please describe your customer service standards. Within your description, please explain your intended customer complaint resolution procedure.

See attached Addendum Sheet No. 10

Criminal Record. Have you been convicted of a misdemeanor or felony for which you remain subject to supervision by a court or correctional institution? YES _____
NO

*If stock purchaser is a corporate entity, this question applies to all shareholders and corporate officers. In the event that the answer is yes for one of those individuals, a separate page identifying the individual and stating relevant information should be attached.

VERIFICATION OF STATEMENT

The undersigned deposes and says that he/she is the person who signed the Statement for the above-captioned applicant/application and that he/she is authorized to and does make this verification and that the facts set forth therein are true and correct to the best of his/her knowledge, information, and belief.

The undersigned understands that false statements herein are made subject to the penalties of 18 Pa. C. S. Section 4904 relating to unsworn falsification to authorities.



(Signature)

CJES HADEED

(Name, printed or typed)

12/13/21

(Date)

DATE OF DEPOSIT

JAN 12 2022

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

DATE OF DEPOSIT

Addendum to the Verified Statement of Stock Purchaser

JAN 12 2022

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

1. Qies Hadeed 1301 Mickley Road Whitehall PA 18052
2. None
3. I have 25 years of experience as Operation Manager of J&J leasing & Rentals, Inc and Mainstreet Leasing, Inc
4. 445 Business Park Lane Allentown PA 18109. The facility has an office for staff and management, a garage where the mechanics work and 2 parking lots to store a large fleet of vehicles. The maintenance plan is extensive. Every 3500 miles maintenance is performed on the vehicles. Drivers notify any maintenance issues immediately using the VIR book system which immediately alerts the mechanical team. The business is on a 24 hour dispatch system through managers and dispatchers. The communication can be done through verbal, email and text. All records are maintained internally in the office and also done electronically.
5. 20 employees will handle Bookkeeping, Billing, Customer service, Customer order receiving, Dispatching and Maintenance of the vehicles. This has been an ample amount of employees to run the business for the last 25 years
6. We currently have 90 drivers and past performance says that this amount of drivers gives the business the ability to handle the driving needs.
 - A. Hiring drivers we do a complete background check prior to employment and then every other year the background check is completed again
 - B. The driver training program is extensive with a qualified compliance officer
 - C. Compliance officer reviews license of drivers semi annually
 - D. We abide by all DOT laws and an outside company does an alcohol and drug test for drivers quarterly.
7. List the vehicles
8. Every 3500 miles mechanics do a complete check over of the vehicles. The driver notifies all maintenance needed immediately through the VIR Booking system which updates the mechanics of maintenance concerns. All vehicles are upgraded and maintained to comply with Pennsylvania's equipment standards and PUC's passenger service standards.
9. All vehicles have insurance and are all current with premium payments which have been that way for 42 years. The relationship between brokers and Insurance companies will keep the vehicles insured up to standards.
10. The customer service standard for our company is as follows: know your product , maintain a positive attitude, creatively problem solve, respond quickly, personalized service, help customers help themselves, focus on supporting the customer, actively listen, keep your word and be proactively helpful.
Customer complaints are dealt with in 48 hours. Refunds, Credits and alternative forms of transportation are used.

MainStreet Leasing Equipment

Large Luxury Bus							
VEH #	# PASS	VIN #	PLATE	YEAR	MAKE & MODEL	Milage	
291	26	1FDGF5GY7FEB40480	BN03208	2015	FORD F550	61481	
293	26	1FDGF5GY0FEB40482	BN03216	2015	FORD F550	65500	
MainStreet Shuttle Buses							
355	24	1FDAF5GY6KEC63431	BN05017	2019	Ford F550	28449	
356	24	1FDAF5G67KEC63437	BN05016	2019	Ford F550	44439	
357	24	1FDAF5GY4KEC63430	BN05015	2019	Ford F550	41948	
MainStreet Small Coaches							
295	33	4UZADRD9FCGL1121	BN02767	2015	FREIGHTLINER S2C106	115495	
296	21	1FD4E4FS4FDA03007	BN03206	2015	FORD E450	125476	
306	36	3ALACXDU4EDFT0723	BN02797	2014	Freightliner G40	137480	
307	36	3ALACXDU8EDFT0725	BN03205	2014	Freightliner G40	165357	
Main Street LARGE Coaches							
237	55	1M86DMPA86P057052	BN03213	2006	MCI D4505	725167	
254	55	1M86DMPA16P056762	BN03212	2006	MCI D4505	643766	
263	55	1M86DMHA98P58292	BN03214	2008	MCI D4505	544272	
269	55	1M86DMHA08P057984	BN02796	2008	MCI D4505	600630	
294	55	1M86DMPA86P056760	BN02795	2006	MCI D4505	630261	
331	56	2MGTRMBA9CW066046	BN04243	2012	MCI BUSE4500	318260	
347	56	2MGTRMHA49W065385	BNO4373	2009	MCI E4500	359681	
361	56	2MG3JMHA1BW065793	BN04401	2011	MCI J4500	323016	
363	56	2MG3JM8A3EW066948	BN03366	2014	MCI J4500	275604	
364	56	2MG3JMBA6EW066757	BN03365	2014	MCI J4500	383672	
366	56	2MG3JM8A3FW067244	BN03370	2015	MCI J4500	390777	

DATE OF DEPOSIT

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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JAN 12 2022

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

Exhibit A

CORPORATE HISTORY STATEMENT OF CERTIFICATED CARRIER FOR

No. A-633859; No. A-00105282

No. A-6413734; No. 2011-2253206

PUC Application Docket No.

J & J Leasing & Rentals, Inc.

and Mainstreet Leasing, Inc.

Legal Name of Applicant

Trade Name, if any

445 Business Park Lane

Allentown

PA

18109

Street Address (principal place of business)

City or Municipality

State

Zip Code

1. My name is John Call, and I am President, Director, and Stockholder of J & J Leasing & Rentals, Inc. ("J&J") and Mainstreet Leasing, Inc. ("Mainstreet"). As such, I am authorized to give this statement.
2. My late wife, Denise S. Call, was also an officer, director, and stockholder of J&J and Mainstreet, but is deceased as of January 15, 2021. J&J and Mainstreet hold passenger operating authority from this Commission under the above referenced docket numbers.
3. As President of J&J and Mainstreet, I am and have supervised and conducted their daily operations since 1986. During the past many years, Applicant has provided licensed and certificated transportation of persons in Interstate commerce and in intrastate Pennsylvania commerce of persons in limousine, airport transfer, paratransit, call and demand (taxi), and group and party service.
4. Dispatching and communications are performed through a network consisting of office telephones, employee and office cell phones, internet, fax machines, email, and computerized reservation systems, into which are entered all reservations received, confirmed, and dispatched. J&J and Mainstreet have reservationists and dispatchers (English and Spanish bilingual) at its offices twenty-four hours a day, some of whom have been with J&J and Mainstreet four to eighteen years.
5. J&J and Mainstreet present has facilities at 445-455 Business Park Lane, Allentown, PA, which location consists of an office building, maintenance, and dispatch facilities located on one-half acre of land and a one-half acre lot for parking vehicles. At this location, J&J and Mainstreet operate its business seven days a week, twenty-four hours a day, 365 days a year; and employs approximately 14-16 office people (including day and night supervisors), bilingual (English and Spanish) dispatchers present and on-call 24 hours a day, 4 full time mechanics (working six days a week but on call 24 hours a day), a night cleaning crew and supervisor, a safety supervisor, and a detail person, most of whom have been with J&J and Mainstreet from four to eighteen years. J&J and Mainstreet presently utilizes the services of approximately forty (40) drivers in its employ or under contract, who speak Spanish, Arabic, Polish, Chinese, and Yiddish. Our

drivers are "mystery shopped", meaning management has a person (unknown) to the driver ride in the vehicle to verify the driver's driving, parking, waiting, map reading, and personality skills. Also, there is an acre lot at 410 Business Park Lane, Allentown, PA to be utilized for future office and vehicle parking facilities expansion as business develops and requires. J&J and Mainstreet operates twenty-four hours a day, seven days a week, 365 days a year for its call and demand, limousine, and group and party services.

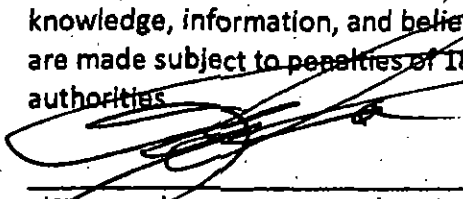
6. J&J and Mainstreet utilizes their existing office, administrative, dispatch, maintenance, and driving personnel presently has at its facilities at 445-455 Business Park Lane, Allentown, PA.
7. J&J and Mainstreet require that a driver possess current and valid licenses complying with the appropriate interstate and intrastate regulation and type of vehicle to be driven, ie. commercial, CDL, chauffeur, passenger, bus, etc. J&J and Mainstreet also have specific driver testing and compliance qualifications, and driver training and evaluation. All drivers are instructed and required to offer professional, personalized, on-time, regulatory compliant, and courteous service to all customers and clients. J&J and Mainstreet also require and conduct a ten-year motor vehicle report search on each driver, current and prospective, as well as criminal background checks, and the written, verbal, and driving tests. Drivers are retained and trained in accordance with J&J and Mainstreet's established policies and procedures.
8. J&J and Mainstreet have an established safety and preventative maintenance program that requires: (a) the checking of all vehicle fluids, belts, brakes, filters, hoses, and other mechanical parts every 3,000 miles; (b) drivers inspecting vehicles before departing, as to lights, blinkers, wipers, tires, brakes, heating, air conditioning, etc.; (c) drivers completing a vehicle inspection report kept in the vehicle's glove compartment; (d) drivers signing-off of a vehicle trip inspection report upon completion of each trip; and (e) having a mechanic inspect, address, or repair any item reported by the driver as requiring attention or repair before any vehicle commences another trip. All major and warranty covered vehicle repairs are performed by the vehicle manufacturer. All vehicles are cleaned and detailed on Applicant's premises daily and as required. J&J and Mainstreet continues to inspect and maintain vehicles in compliance with the vehicle maintenance rules and regulations of the United State Department of Transportation and the Pennsylvania Public Utility Commission.
9. Since it is a motor carrier licenses and certificated by this Commission for the transportation of persons, by motor vehicle, between various points in Pennsylvania in intrastate commerce, J&J and Mainstreet already have in place and on file with this Commission the requisite amounts of insurance coverage for all its vehicles.
10. J&J and Mainstreet require that all its personnel, including drivers, comply with existing and applicable interstate and intrastate regulations regarding business and vehicle operations. J&J and Mainstreet also have specific driver testing and compliance

qualifications, and driver training and evaluation. All office and dispatch personnel, and drivers, are instructed and required to offer professional, personalized, on-time, regulatory compliant, and courteous service to all customers and clients. This includes requesting completion of post-service surveys by all customers and clients, as to the quality of service; resolving any customer or client complaints presented to J&J and Mainstreet in an amicable manner favoring the customer or client whenever possible; and informing customers and clients upon inquiry of this Commission's procedures for filing complaints. J&J and Mainstreet's business has been and is based upon repeat business or recommendations of satisfied customers or client.

11. I have not been convicted of a misdemeanor or felony for which I remain subject to supervision by a court or correctional institution.
12. J&J's and Mainstreet's Financial Data is attached hereto to this application.

Verification of Statement

The undersigned deposes and says that he/she is authorized to and does make this verification and that the facts set forth therein are true and correct to the best of his/her knowledge, information, and belief. The undersigned understands that false statements herein are made subject to penalties of 18 Pa. C. S. Section 4904 relating to unsworn falsification to authorities.



(Signature)

John Cali, President

John Cali

Pres

(Name and Title, printed or typed)

12/13/2021

(Date)

DATE OF DEPOSIT

JAN 12 2022

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

DATE OF DEPOSIT

JAN 12 2022

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

EXHIBIT B.

AGREEMENT OF SALE

THIS AGREEMENT, made this day of December 13 2021, by and between JOHN CALI, of 7 Village Drive, Northampton, PA 18067, hereinafter referred to as "SELLER" and QIES HADEED, of 1301 Mickley Road, Whitehall, PA 18052, (or his assignee or designee to be named later), hereinafter referred to as "BUYER."

WHEREAS, SELLER is the owner of certain shares of stock of various corporations, and desires to transfer and sell these shares of stock to BUYER pursuant hereto; and

WHEREAS, BUYER desires to purchase the certain shares of stock of various corporations from SELLER pursuant hereto; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

I. PURCHASE AND SALE OF SELLER'S SHARES OF STOCK

SELLER agrees to sell and transfer, and BUYER agrees to purchase and receive all the shares of stock of various corporations currently held and owned by Seller as set forth in SCHEDULE A attached hereto and made part hereof.

II. PURCHASE PRICE

The total price to be paid by BUYER to SELLER for the shares of stock being transferred and sold hereunder shall be TWO MILLION (\$2,000,000.00) DOLLARS. The total purchase price shall be paid as follows:

An initial deposit of ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS to be paid by BUYER to SELLER upon the signing of this agreement;

\$20,152.45 per month for 120 months, commencing the first month and date upon closing, and thereafter for 120 consecutive months until \$1,900,000.00 is paid in full. If SELLER dies before the 120 consecutive monthly payments are completely made and paid to SELLER, SELLER'S estate shall retain any and all monies already paid to SELLER under this AGREEMENT; the consecutive monthly payments from BUYER to SELLER shall cease; BUYER shall receive all of SELLER'S shares of stock of the various corporations set forth on SCHEDULE A outright, together with any and all encumbrances, obligations, debts and liens attached to or related to the stock shares; and this AGREEMENT shall become null and void between the parties.

III. PAYMENT OF PURCHASE PRICE

BUYER shall pay to SELLER the purchase price in the following manner:

- A. \$20,152.45 per month for 120 months, commencing the first month and date upon closing, and thereafter for 120 consecutive months until the TOTAL PURCHASE PRICE of \$1,900,000.00 is paid in full. BUYER shall execute and provide to SELLER, in a manner acceptable to SELLER, Promissory Note(s) that secure BUYER'S obligation to timely repay the \$2,000,000.00 to SELLER.
- B. Within ten (10) days of the execution of this Agreement by SELLER and BUYER, the BUYER shall pay to SELLER, to be held in escrow until closing of title the sum of \$100,000.00 as a deposit. The Deposit shall be held in escrow until the Closing by SELLER. The Deposit shall be applied to the Purchase Price in accordance with Section C below, delivered to the SELLER as set forth

in Section C below, or distributed upon default of either party in accordance with applicable law.

- C. At closing of title on the shares of stock being transferred and sold herein, the BUYER shall pay to SELLER the sum of ONE MILLION NINE HUNDRED THOUSAND (\$1,900,000.00) DOLLARS or execute Promissory Note(s) securing BUYER'S \$1,900,000.00 loan from SELLER; (i) BUYER shall provide SELLER with an irrevocable life insurance policy in the amount of \$2,250,000.00 insuring BUYER life and payable on BUYER's death to SELLER or his estate; and (ii) BUYER shall provide SELLER with a disability buy out/overhead insurance policy in the amount of \$2,250,000.00 insuring BUYER and payable on BUYER's disability to SELLER or his estate.

IV. AGREEMENT CONTINGENT ON FMCSA APPROVAL AND PA PUC.

A. It is understood and agreed to between the parties that this Agreement and the closing herein is contingent upon receipt of any required prior approval from the Federal Motor Carrier Safety Administration (FMCSA) of the United States Department of Transportation. If prior approval from the FMCSA is required, then BUYER shall promptly apply for same and remit any and all application fees to the FMCSA. If any required approval for this stock transfer and purchase between SELLER and BUYER is not received from the FMCSA prior to Closing, then this Agreement shall be null and void between the parties and any and all good faith or other deposit monies shall be returned immediately to BUYER.

B. It is also understood and agreed to between the parties that this Agreement and the closing herein is contingent upon receipt of any required prior approval from the Pennsylvania

Public Utility Commission (PA PUC). If prior approval from the PA PUC is required, then BUYER shall promptly apply for same and remit any and all application fees to the PA PUC. If any required approval for this stock transfer and purchase between SELLER and BUYER is not received from the PA PUC prior to Closing, then this Agreement shall be null and void between the parties and any and all deposit monies shall be returned immediately to BUYER.

V. DEFAULT

If either party fails to consummate this Agreement after the stated contingencies have been met and all other conditions have been satisfied, then and in that event, BUYER and SELLER agree that the non-breaching party shall have all remedies available at law and equity.

VI. CLOSING

The estimated date for the Closing and transfer of the listed Assets is on or before March 1, 2022, or on a date within thirty (30) days after the fulfillment of all contingencies and conditions precedent set forth in this Agreement, at the offices, of Kenneth A. Olsen, Esq., or at such other location as maybe agreed upon the parties. At the Closing, the parties shall exchange the documents, agreements, instruments, certificates, and payments set forth herein.

VII. ADJUSTMENTS AT CLOSING

The following adjustments, except where otherwise provided for, shall be apportioned and made in cash as of the closing:

(a) Personal Taxes. Adjustment of all federal, state, county and/or municipal personal property or income taxes or payments in lieu of taxes payable to any taxing district which relate to SELLER's stock shares, the Assets being sold herein, or any component thereof, shall be made in accordance with the custom and practice then prevailing in the vicinity of Allentown,

Pennsylvania.

(b) Fees and expenses. BUYER and SELLER agree to pay for certain standard and common expenses, fees or costs ordinarily associated with each party at the time of Closing. BUYER shall pay for its own attorney fees and expenses, including document preparation, recording fees on all documents, taxes, notary fees and any fees charged for conducting the settlement. SELLER agrees to pay for its own attorney fees and expenses, including fees and expenses associated with the assignment of leases and/or contracts, release of any release or discharge of lien fees, notary fees, and payment of taxes associated with the conduct of SELLER's asset ownership up to time of Closing.

VIII. REPRESENTATIONS AND WARRANTIES BY SELLER

SELLER represents and warrants that at the time of settlement, which representations and warranties shall NOT survive settlement, to the best of its knowledge and belief to the SELLER:

(a) That the SELLER is the owner of and has good and marketable title to shares of stock assets being sold hereunder as set forth in the attached SCHEDULE A;

(b) That at the time of settlement, the SELLER will have no judgments, liens, actions or proceedings against it for which the assets being sold hereunder will be subject to liability;

(c) That there are no violations or actions pending of which the SELLER has received written notice of, arising from non-compliance with any regulations or requirements of any governmental agencies, federal, state, or local;

(d) That SELLER will provide BUYER with a right of first refusal, for six (6) months, to purchase the real estate at 445 Business Park Lane, Allentown, PA 18109, if SELLER desires to sell such real estate in the future.

IX. REPRESENTATIONS AND WARRANTIES BY BUYER

The BUYER acknowledges, represents and warrants to SELLER that: it has inspected the books, records, and business operations represented by the SCHEDULE A stock share assets prior to the signing of this Agreement; it has made its own investigation with respect to all matters not covered by the express representations and warranties of SELLER under this Agreement; BUYER is fully satisfied with its investigations; except for the express representations and warranties of SELLER set forth in this Agreement, BUYER has relied solely on its own investigation, has not relied and will not rely on any statement or act or omission by SELLER, or any agent or representative of SELLER, whether written or oral and whether made before or after the date of this Agreement; BUYER does not have and will have and will not assert any claim whatsoever against SELLER, or agent or representative of SELLER, for breach of an express representation, warranty or covenant of SELLER under this Agreement; BUYER agrees the PURCHASE PRICE stated herein as it being fair and reasonable; and BUYER (or designee or assignee) will have the funds needed to close this transaction and full and final payment of all monies due SELLER herein, subject to the pre-closing conditions and contingencies set forth herein.

X. MISCELLANEOUS

Headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

This Agreement shall be governed by the laws of the State of Pennsylvania.

This Agreement represents the entire Agreement between the parties hereto and shall extend to and be binding on the heirs, executors, administrators and assigns of the parties hereto. This Agreement contains the entire understanding of the parties with respect to the subject matters hereof. All understandings, both oral and written, and agreements heretofore had between the parties are merged in this Agreement.

XI. ADDITIONAL PROVISIONS

- a. For a period of twelve (12) months after closing, SELLER agrees to consult with and assist BUYER when and as required to insure a smooth transition and to execute any documents that may be necessary to effectuate the term, for no compensation.
- b. BUYER agrees that in the event he elects not to close or consummate this transaction, he shall not use or disclose any of the financial information or customer data he obtained in his due diligence.
- c. Assumption of Obligations. BUYER specifically assumes and shall be responsible for any debt, obligation or liability of SELLER for any and all debts, obligations, payments, liens, mortgages, and/or encumbrances attached or related to the shares of stock described on SCHEDULE A attached, which may have or acquired against SELLER'S said shares of stock prior to the date of this Agreement.
- d. Agreement to Indemnify. In addition to the indemnifications set forth in other Sections hereof, BUYER agrees to indemnify, exonerate, defend and save the SELLER from, against, for and in respect of the full amounts of any debt, obligation or liability of SELLER: (i) for any and all obligations, payments, liens, mortgages,

and/or encumbrances attached or related to the shares of stock described on SCHEDULE A attached, which may have or acquired against SELLER prior to or after the date of this Agreement; (ii) Any claims, debts, penalties or assessments of SELLER of any kind or nature whatsoever, whether disclosed or undisclosed, absolute or contingent, direct or indirect, due or to become due, under any theory of transferee liability or otherwise existing on the Closing or arising thereafter, which have not been expressly assumed in writing by BUYER pursuant to this Agreement; (iii) Any and all damages, losses, demands, obligations, liabilities, debts, claims, actions, causes of action, encumbrances, costs and expenses of every kind and nature, including, without limitation, reasonable attorneys' fees suffered, sustained, incurred or required to be paid at any time by the SELLER, based upon, arising out of, resulting from or because of the untruth, inaccuracy, incompleteness, violation or breach of any representation, warranty, agreement, undertaking or covenant of the BUYER contained in or made pursuant to this Agreement, including those in the Exhibit or Schedules attached to this Agreement, or any facts or circumstances constituting such untruth, inaccuracy, violation or breach; (iv) All reasonable costs and expenses (including, without limitation, reasonable attorneys' fees, interest, and penalties) incurred by SELLER in connection with any action, suit, proceeding, demand, assessment or judgment incident to any of the matters indemnified against (the "Indemnified Claims"). Every representation, warranty, covenant and agreement of BUYER set forth in this Agreement and every one of the rights and remedies of SELLER for any one

or more breaches of this Agreement by the BUYER shall survive and not be deemed waived by the Closing and shall be effective regardless of any investigation that may have been made at any time by or on behalf of SELLER or by his agents.

- e. Certain SELLER's Obligations and Documentation. At the Closing: (i) SELLER shall deliver to BUYER, certificates sufficient to transfer title to BUYER in and to the stock listed in the Assets, together with any and all security interests, mortgages, pledges, liens, claims, collateral assignments, leases, attachments, levies and all other encumbrances attached or related to the stock shares listed in the Assets.
- f. Other Documentation. At the Closing, SELLER shall deliver to the BUYER the following documents and materials, in addition to those documents referred to elsewhere herein: (i) The originals of all stock certificates issued to SELLER and listed as assets on SCHEDULE A (i) licenses and governmental permits listed on the attached exhibits and to the extent that they are assignable, assignments of each; (ii) Secretary's certificates and such certificates from public officials relating to legal existence, corporate good standing, of the companies or corporations named in the stock shares, which BUYER may reasonably request to verify any of SELLER's warranties herein.
- g. Diligent Application for All Approvals. Commencing within thirty (30) days of the execution of this Agreement, BUYER agrees to make diligent and expeditious application to all governmental authorities having jurisdiction for all approvals requisite for Closing.

- h. Cooperation of SELLER. SELLER agrees to cooperate with BUYER in all matters pertaining to the subject matter of this Agreement, including, without limitation, in making books, records, employee records, inspection reports, cost reports, contracts, tax returns, agreements, and all other writings pertaining to the business available to BUYER for inspection and review. To the extent reasonably required, SELLER will assist the BUYER (to a reasonable degree) in obtaining all licenses necessary for the operation and conduct of the business and to assist the BUYER (to a reasonable degree) in all matters relating to the regulations, restrictions and recommendations of the governmental agencies involved in the operation and conduct of the business. SELLER shall from time to time execute and deliver to the BUYER and cause SELLER to execute and deliver such further instruments and documents and take such other action as may reasonably be required in order to carry out and effectuate this Agreement and the transactions contemplated hereby.
- i. Governmental Regulations and Law. The stock shares listed as assets to be sold herein comply and has complied in all material respects with all applicable government statutes, laws, rules, regulations and ordinances (federal, state and local) and no notice has been issued by any governmental authority having jurisdiction stating that there is any existing violation of federal, state or local law, ordinance, directive, rule, order, regulation or requirement which applies to the business, or to the maintenance, operation or use of the stock shares, which violation has not been remedied and dismissed.

- j. Ownership of Assets. SELLER now has and on the Closing Date will have good and recordable title in fee simple. On the Closing Date, the SELLER will have the unqualified and absolute right and power to sell, convey, assign and transfer same to BUYER in accordance with this Agreement. None of the Assets is leased from a third party.
- k. Truth of Statements. No representation or warranty by SELLER or BUYER herein nor any documents furnished to or to be furnished hereunder contains or will contain an untrue statement of any material, fact, or omits to state a material fact necessary in order to make such representation or warranty not misleading, and no disclosure or omission is or will be misleading as to material facts
- l. Conditions Precedent to Closing. The Closing and BUYER's and SELLER'S obligations hereunder and with respect thereto are expressly contingent and conditional upon (and SELLER and BUYER hereby covenant with respect to) the fulfillment, compliance, satisfaction and performance of each of the conditions set forth herein; any one or more of which may be waived or deferred in writing by BUYER or SELLER at their option and sole discretion).
- m. Closing Certificate. SELLER shall have tendered to BUYER all of the agreements, instruments, documents, certificates, approvals, permits, licenses and other materials required from SELLER pursuant to the terms hereof, and SELLER and BUYER shall have complied with all of its affirmative and negative covenants set forth herein.
- n. Failure of Conditions. If any condition set forth herein has not been fulfilled or

waived in writing by BUYER or SELLER, or deferred until after the Closing by BUYER or SELLER prior to the dates herein specified. or such later date which the parties may specify in writing either party, at its option, may terminate this Agreement effective fifteen (15) days after the terminating party sends written notice of such termination to the other party, unless, during such fifteen (15) days period: (i) if SELLER receives such notice from BUYER, SELLER fulfills all such conditions; or (ii) if BUYER receives such notice from SELLER, BUYER elects to waive in writing all such unfulfilled conditions or defer same until after the Closing. In the event of such termination, all of the SELLER's and BUYER's obligations hereunder shall terminate, and upon notice thereof, all sums paid on account of the Purchase Price or to the Escrow Agent as a Deposit shall be returned to the BUYER and neither of the parties hereto shall have any further liability or responsibility to the other without the need to exchange releases to confirm same.

- o. Notices. Notice, demand, offer or other writing required or permitted pursuant to this Agreement shall be in writing, furnished in duplicate and shall be transmitted by hand deliver, Registered or Certified Mail, Return Receipt Requested, or Federal Express, postage prepaid, or via facsimile and email, as follows:

- (i) As to BUYER:

Mr. Qies Hadeed
1301 Mickley Road
Whitehall, PA 18052

(or his assignee/designee)

with a copy to:

(ii) As to SELLER:
Mr. John Cali
7 Village Drive
Northampton, PA 18067

With copy to:
Kenneth A. Olsen, Esq.
33 Philhower Road
Lebanon, NJ 08833

Any party shall have the right to change the place to which such notice shall be sent or delivered by similar notice sent in like manner to all other parties hereto.

- p. Knowledge Warranties. References in SELLER's and BUYER'S warranties and representations contained herein to expressions such as "to the best of SELLER's BUYER'S knowledge" shall refer to matters of which, at any time, SELLER or BUYER had actual knowledge or of which SELLER or BUYER should have had actual knowledge in light of other facts of which SELLER or BUYER had actual knowledge; provided, however, that such warranties and representations so qualified shall not impose upon SELLER or BUYER any duty of due diligence to discover matters regarding such warranties and representations of which either had no actual knowledge
- q. Joint Effort. The preparation of this Agreement has been the joint effort of the parties, and the resulting document shall not be construed more severely against one of the parties than the other.
- r. No Offer. Neither the negotiations to date nor the preparation of this Agreement shall be deemed an offer by either of the parties to the other. No such contract shall be deemed binding until each party has received a duly executed and

delivered agreement.

- s. Amendments. This Agreement may not be amended in any respect whatsoever except by a further agreement, in writing, fully executed by each of the parties.
- t. Effective date of Notice. The effective date of any offer, demand, notice or instrument shall be the earlier of the date of the addressee's receipt of such offer, demand, notice or instrument, or three days after being sent in accordance with the provisions of this Agreement.
- u. Exhibits. All Exhibits or Schedules referred to in this Agreement shall be incorporated into this Agreement by such reference and shall be deemed a part of this Agreement as if fully set forth in this Agreement., whether they are provided, completed, or supplied by SELLER and/or BUYER herein, or at a later date.
- v. Effective Date. This Agreement shall be dated and effective as of the date signed by the last party to sign.
- w. Waivers. No terms and provisions hereof, including without limitation, the terms and provisions contained in this sentence, shall be waived, modified or altered so as to impose any additional obligations or liability or grant any additional right or remedy, and no custom, payment. act, knowledge, extension of time, favor or indulgence, gratuitous or otherwise, or words or silence at any time, shall impose any additional obligation or liability or grant any additional right or remedy or be deemed a waiver or release of any obligation, liability, right or remedy except as set forth in a written instrument properly executed and delivered by the party sought to be charged, expressly stating that it is, and the extent to which it is,

intended to be so effective. No assent, express or implied, by either party, or waiver to or of such or any succeeding breach of the same or any other such term or provision.

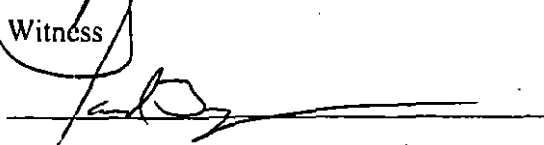
- x. Further Assurances. SELLER and BUYER agree that they will at any time after the Closing execute and deliver all additional documents, and do any other acts or things that may be reasonably requested by BUYER or SELLER in order to further perfect SELLER or BUYER's rights and interests contemplated hereunder and that it will aid in the prosecution, defense or other litigation with third persons of any rights arising from this Agreement, all without further consideration but at BUYER's expense unless such litigation arises from the default of SELLER. BUYER and SELLER agree to allow Stark Financial Solutions to review and audit the books and records of the businesses, the stock of which BUYER is purchasing herein, at least once every month during the term of BUYER'S 120 monthly payments to SELLER herein until payment in full has been made.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal as of the date first above appearing.

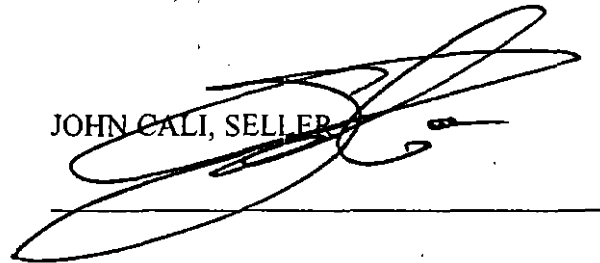
Witness



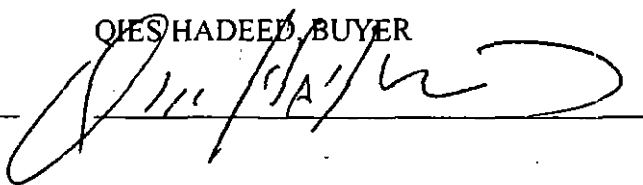
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JOHN CALI, SELLER



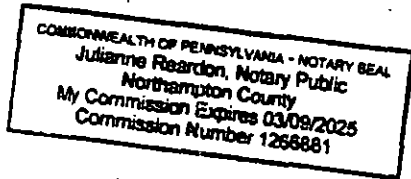
OIES HADEED, BUYER



Commonwealth of Pennsylvania)
County of Northampton)

Subscribed and sworn to, before me, a Notary Public of the Commonwealth of Pennsylvania,
this 13 day of December 2021, as to John Cali.

(Seal)



Julianne Reardon

Notary Public
My Commission Expires:

Commonwealth of Pennsylvania)
County of Northampton)

Subscribed and sworn to, before me, a Notary Public of the Commonwealth of Pennsylvania,
this 13 day of December 2021, as to Qies Hadeed.

(Seal)



Julianne Reardon

Notary Public
My Commission Expires:

DATE OF DEPOSIT

JAN 12 2022

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

SCHEDULE A

SELLER'S Shares of Stock to be transferred and sold to BUYER:

100% or 1,000 shares of the issued \$1.00 par value common stock of J & J Leasing & Rentals, Inc.

100% or 1,000 shares of the issued \$1.00 par value common stock of Main Street Leasing, Inc.

100% or 1,000 shares of issued \$1.00 par value common stock of Clint and Rachel Enterprises, Inc.

DATE OF DEPOSIT

JAN 12 2022

PA PUBLIC UTILITY COMMISSION
SECRETARYS OFFICE

PROMISSORY NOTE
of
QIES HADEED, Borrower
to
JOHN CALI

DATE OF DEPOSIT

JAN 19 2022

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Made this 13 Day of December 2021 at Lebanon, New Jersey, for \$1,900,000.00 (US)

FOR VALUE RECEIVED, the undersigned ("Borrower") his respective heirs, successors, and assignees, promise to pay to John Cali, his heirs, successors, assigns, or order, the principal sum of ONE MILLION NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,900,000.00) (US), with interest on the unpaid principal balance from the date of the Note, until paid, at the rate of percent (%) per annum. Principal and interest shall be payable at 7 Village Drive, Northampton, Pennsylvania 18067, or such other place as the Note holder may designate, in one hundred twenty (120) consecutive monthly installments of Twenty Thousand One Hundred Fifty-two and 45/100 DOLLARS (\$20,152.45) (US), on the 1st day of each month, beginning December 17, 2021. Such monthly installments shall continue until the entire indebtedness, evidenced by this Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on January 1, 2031 together any and all accrued interest.

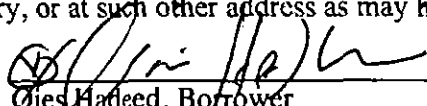
Monthly Payment Due. If any monthly installment under this Note is not paid when due and remains unpaid after a date specified by a notice to Borrower, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of the Note holder. The date specified shall not be less than thirty (30) days from the date such notice is mailed. The Note holder may exercise this option to accelerate during any default by Borrower regardless of any prior forbearance. If suit is brought to collect this Note, the Note holder shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to reasonable attorney's fees.

Late Charge. Borrower shall pay to the Note holder a late charge of five percent (5%) of any monthly installment not received by the Note holder within ten (10) days after the installment is due.

Prepayment. Borrower may prepay, without penalty, the principal amount outstanding in whole or in part, at any time. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments, or change the amount of such installments, unless the Note holder shall otherwise agree in writing.

Waiver of Presentment. Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

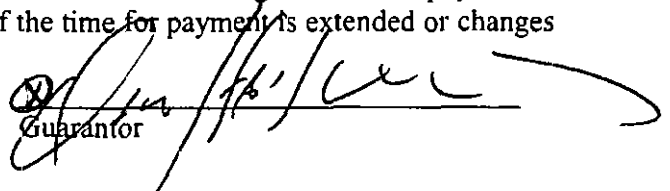
Written Notice. Any notice to Borrower provided for in this Note shall be given by mailing such notice by certified mail, addressed to Borrower at the Property Address stated below, or by email, fax, or delivery to Borrower, or to such other address as Borrower may designate by notice to the Note holder. Any notice to the Note holder shall be given by mailing such notice by certified mail, return receipt requested, to the Note holder at the address stated in the first paragraph of this Note, or by email, fax, or delivery, or at such other address as may have been designated by notice to Borrower.



Qies Hadeed, Borrower
1301 Mickley Road, Whitehall, PA 18052

Borrower

Guarantee - This agreement is made in exchange for value received. I guarantee the payment of all amounts due on this Note. I will still be liable if the time for payment is extended or changes are made in the terms of payment.



Guarantor