

APPLICATION FOR APPROVAL OF TRANSFER OF CAPITAL STOCK

TRANSPORTATION COMMON CARRIER

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application for approval to transfer
100
of the capital stock of
(all or part)
Exclusive Services Inc.

(Name of Certificated Carrier)
held by Dolores Fix
(Name of Seller)
to David Fix
(Name of Buyer)

PUC USE ONLY
Docket Number
Folder Number

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

1. Exclusive Services Inc DBA Don Farr Moving & Storage
(Full and correct name of Certificated Carrier)

RECEIVED

2. Docket number of Certificated Carrier A-8922932
is

FEB 14 2022

3. Name of Seller(s): Dolores Fix
4920 Buttermilk Hollow
Road

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

(Business Street Address) (P.O. Box, if any)
West Mifflin, PA 15122 412-469-9700
(City) (State) (Zip) (Telephone)

E-mail Address

4. Seller's attorney for this application: Rehemeyer & Allatt

1317 N Atherton St 814-343-9860
(Address) (Telephone)

5. Name of Buyer(s): David Fix

1200 Lebanon Rd 520 (P.O. Box, if any)
(Business Street Address)
West Mifflin, PA 15122 412-469-9700
(City) (State) (Zip) (Telephone)

dfix@donfarrmoving.com

(E-mail Address)

6. Buyer's attorney for this application:

Same as Seller

(Address)

(Telephone)

(E-mail Address)

7 Capital Stock of Certificated Carrier:

a) Number of authorized shares: 100

b) Par or stated value per share: 2.00

c) Number of shares outstanding: 0

d) Shareholders:	Number of shares held:
Dolores Fix	100
_____	_____
_____	_____
_____	_____
_____	_____

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

8 Stock Transaction:

Sellers	# Sold	Buyers	# Bought
Dolores Fix	100	David Fix	100
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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:
David Fix owner of Dafix Inc
A-00122357

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

11. The consideration will be paid as follows:
check

12. The reasons for the proposed transfer are:
Dolores Fix Retired

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.
 - Statements of Financial Condition (Income Statements and Balance Sheets) for **the Buyer and the Seller.**
 - Sales Agreement (Bilateral)
 - Verified Statement of Buyer
 - 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.

EXCLUSIVE SERVICES, INC.

ACTION BY CONSENT AND RESOLUTION

The undersigned, being the sole Shareholder of Exclusive Services, Inc., a Pennsylvania business corporation with a registered office of 4920 Buttermilk Hollow Road, West Mifflin, PA 15122 (the "Corporation"), hereby consents, in writing, to the adoption of the following resolutions in accordance with the Bylaws of the Corporation and Section 1727 of the Pennsylvania Business Corporation Law of 1988, as amended, 15 Pa.C.S. § 1727:

WHEREAS, it is deemed to be in the best interest of the Corporation to appoint new Directors of the Corporation.

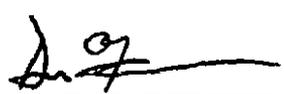
NOW, THEREFORE, BE IT RESOLVED, the undersigned, being the sole Shareholder of the Corporation, hereby terminates the Directorship of all current Directors;

FURTHER RESOLVED, that the undersigned hereby appoints the following individual as Directors of the Corporation, to serve until the expiration of their terms or until their successors are nominated and qualified:

David Fix
Janine Moffat
Susan Stephans

IN WITNESS WHEREOF, the undersigned, being the sole Shareholder of Exclusive Services, Inc., waiving all notice requirements whether provided by statute or otherwise, have executed this written action by consent and resolution this 28 day of Sept., 2021.

WITNESS:




Dolores Fix

EXCLUSIVE SERVICES, INC.

ACTION BY CONSENT AND RESOLUTION

We, the undersigned, being all of the Directors of Exclusive Services, Inc., a Pennsylvania business corporation with a registered office of 4920 Buttermilk Hollow Road, West Mifflin, PA 15122 (the "Corporation"), hereby consent, in writing, to the adoption of the following resolutions in accordance with the Bylaws of the Corporation and Section 1727 of the Pennsylvania Business Corporation Law of 1988, as amended, 15 Pa.C.S. § 1727:

WHEREAS, the undersigned have been recently nominated and appointed Directors of the Corporation;

WHEREAS, Dolores Fix, the sole Shareholder of the Corporation, has presented the Corporation with an agreement to redeem all 999 of Fix's shares (the "Redemption Agreement");

WHEREAS, Dolores Fix, the sole Shareholder of the Corporation, has presented the Corporation with an agreement for Fix to consult for the Corporation post-redemption (the "Redemption Agreement");

WHEREAS, David Fix has presented the Corporation with an agreement to purchase the redeemed shares from the Corporation (the "Stock Purchase Agreement"); and

WHEREAS, the aforesaid agreements, along with corresponding documentation related to the transactions contemplated herein, are attached hereto and incorporated by reference herein.

NOW, THEREFORE, BE IT RESOLVED, the undersigned, being all of the Directors of the Corporation, hereby nominate and appoint the following individuals to the following offices:

David Fix – President
Janine Moffat – Treasurer
Susan Stephans – Secretary

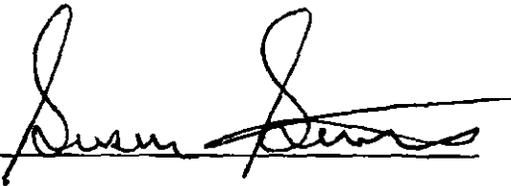
FURTHER RESOLVED, that the aforesaid agreements are hereby approved by the Corporation, and the President is hereby authorized to execute all agreements and documents pursuant to the above-described transactions, including the incurrence of indebtedness pursuant to the Promissory Note described in the Redemption Agreement;

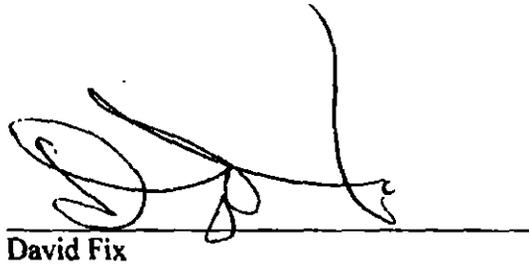
FURTHER RESOLVED, that this Resolution may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument; and

FURTHER RESOLVED, that this Resolution shall be valid and binding upon the Corporation.

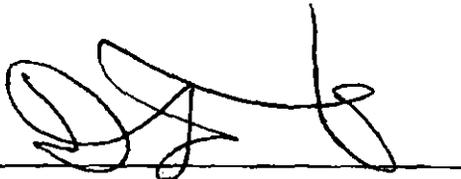
IN WITNESS WHEREOF, the undersigned, being all of the Directors of Exclusive Services, Inc., waiving all notice requirements whether provided by statute or otherwise, have executed this written action by consent and resolution this 28 day of September, 2021.

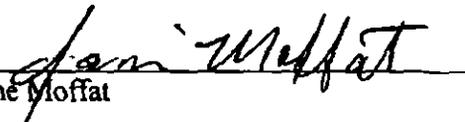
WITNESS:





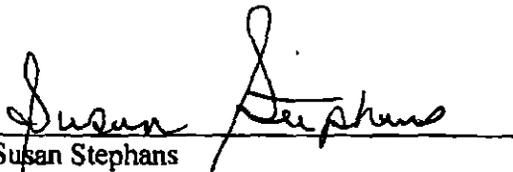
David Fix





Janine Moffat





Susan Stephens

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (this "Agreement") is entered into as of September 28, 2021 (the "Effective Date"), by and between Exclusive Services, Inc., a Pennsylvania corporation, d/b/a Don Farr Moving Company and Don Farr Moving & Storage (the "Company"), and Dolores Fix ("Fix"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in that certain Stock Purchase Agreements dated as of the date hereof by and among the Company, Dolores Fix and David Fix (the "Stock Purchase Agreement").

WHEREAS, the Company desires to retain Fix, and Fix desires to be retained by the Company, to provide certain Consulting Services (as defined below) to the Company, all on the terms and subject to the conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I Consulting Services

1.1 Consulting Services. The Company hereby engages Fix to provide Consulting Services to the Company. Fix shall (i) report directly to the President of the Company and (ii) shall make herself available to assist with business planning and advice for the Company (the "Consulting Services").

1.2 Status. Fix shall be treated as an employee of the Company. However, Fix shall not be treated as an at-will employee, and this Agreement may only be terminated pursuant to Article IV herein.

ARTICLE II

Compensation

2.1 Consulting Fee. In exchange for the performance of the Consulting Services contemplated hereunder, the Company shall pay to Fix a monthly base consulting fee (the "Consulting Fee") of \$1,500.00, payable on a weekly basis per Company's payroll practices.

2.2 Intentionally omitted.

2.3 Payments. Notwithstanding any other provision of this Agreement to the contrary, if any payment hereunder shall be due on a Saturday, Sunday or public holiday, then it shall be payable on the next succeeding business day.

2.4 Benefits. The Company shall provide Fix with an AFLAC health insurance policy and dental insurance policy. The Company shall pay for Fix's leasing of an automobile and all attendant expenses, including insurance and fuel costs. The cost of the automobile lease throughout the term of this Agreement shall not exceed 110% of the cost of Fix's current automobile lease. The Company shall also provide a cellular telephone and shall be responsible for monthly charges for the same. All benefits shall be provided at the same or similar level that Fix received from the Company prior to this Agreement. Employee shall be entitled to all other benefits that Company makes available to Employees, including participation in the Company's 401(k) plan.

ARTICLE III

Intentionally omitted

ARTICLE IV

Term and Termination

4.1 Term.

(a) The term under this Agreement (the "Term") shall be for the period beginning on the Effective Date and continue for a period of six years, unless earlier terminated as provided in Section 4.1 (c), (d) or (e).

(b) Intentionally omitted.

(c) This Agreement shall terminate upon the mutual written agreement of Fix and the Company.

(d) This Agreement shall terminate upon the election of the Fix following a material breach of Redemption Agreement or any corresponding agreement or exhibit thereto.

(e) This Agreement shall terminate upon the election of the Company in the event of Fix's willful misconduct. For purposes of this Agreement, "willful misconduct" shall mean the conviction of a crime graded as a felony, which involves, fraud, extortion, embezzlement, unfair trade practices, theft and/or racketeering.

4.2 Effects of Termination.

(a) Upon the termination of this Agreement for the reasons listed in Section 4.1 (c) or (e), the Company shall pay Fix all Consulting Fees that have been earned but are unpaid through the date of termination.

(b) Upon the termination for the reason listed in Section 4.1 (d), Fix's Consulting Fees for the remainder of the Term shall immediately become due and payable to Fix.

ARTICLE V

Miscellaneous Provisions

5.1 Amendments. This Agreement may be amended, modified or supplemented only pursuant to a written instrument making specific reference to this Agreement and signed by each of the parties hereto.

5.2 Assignment. This Agreement shall not be assignable by either party without the prior written approval of the other party.

5.3 Attorneys' Fees. If any action, suit or proceeding is initiated that arises out of or relates to the subject matter hereof, then the prevailing party shall be entitled to receive its reasonable costs of investigation, litigation and appeal, including reasonable attorneys' fees and disbursements, in addition to any other relief to which such party may be entitled, whether at law, in equity or otherwise.

5.4 **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

5.5 **Construction.** The article and section headings of this Agreement are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provision hereof. Unless the context otherwise requires, (i) all references to Articles, Sections, Schedules or Exhibits contained in this Agreement are references to articles, sections, schedules or exhibits of or to this Agreement, (ii) words in the singular include the plural and *vice versa*, and (iii) words of any gender include each other gender. No provision of this Agreement will be interpreted in favor of, or against, any party hereto by reason of the extent to which any such party or its counsel participated in the drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof.

5.6 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which when executed and delivered shall be an original, and all of which when taken together shall constitute one and the same instrument.

5.7 **Entire Agreement.** This Agreement constitutes the entire agreement of the parties hereto in respect of the subject matter hereof, and supersedes all prior agreements or understandings between the parties hereto in respect of such subject matter. There are no representations, promises, warranties or undertakings between the parties other than those expressly set forth or referred to herein.

5.8 **Governing Law.** **THIS AGREEMENT SHALL BE ENFORCED, GOVERNED AND CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH THE LAWS OF THE STATE OF PENNSYLVANIA WITHOUT REGARD TO THE PRINCIPLES THEREOF RELATING TO CONFLICTS OF LAWS.**

5.9 **Jurisdiction; Venue.** Any claim, controversy or dispute relating to this Agreement, or the validity, interpretation or enforcement of any provision hereof, shall be resolved only in the United States District Court for the Western District of Pennsylvania or, if such court does not have jurisdiction, any court of Commonwealth of Pennsylvania sitting in Washington County, and the appellate courts having jurisdiction of appeals in such courts. Each of the parties hereto hereby irrevocably and unconditionally (i) submits and consents to for itself and its property in any action, suit, proceeding or investigation relating to this Agreement or for recognition of and enforcement of any judgment in respect thereof, to the exclusive jurisdiction of the courts described in the preceding sentence and that all claims in respect of any such action, suit, proceeding or investigation shall be heard and determined only in such courts, (ii) waives any objection that it may now or hereafter have to the venue or jurisdiction of any such action, suit, proceeding or investigation in such courts or that any such action, suit, proceeding or investigation was brought in an inconvenient forum (and agrees not to plead or claim the same), and (iii) agrees that service of process in any such action, suit, proceeding or investigation may be effected by mailing a copy of such process by certified mail, postage prepaid, to such party at its address set forth in Section 5.10.

5.10 **Notices.** Any notice, request, demand or other communication required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if sent by hand delivery, mail (first class, certified mail, postage prepaid), electronic mail, facsimile or overnight courier if to any party hereto, at the address or facsimile number set forth below such party's name on the signature pages hereto or to such other address or facsimile number as such party shall have last designated by notice to the other parties hereto in accordance with this Section 5.10. Notices sent by hand delivery shall be deemed to have been given when received or delivery is refused; notices mailed in accordance with this Section 5.10 shall be deemed to have been given three days after the date so mailed; notices sent by electronic mail shall be deemed to have been given when delivered, notices sent by facsimile shall be deemed to have been given

when electronically confirmed; and notices sent by overnight courier shall be deemed to have been given on the next business day after the date so sent.

5.11 Remedies Cumulative. The rights and remedies provided for herein are cumulative and not exclusive of any rights or remedies that may be available to any party hereto whether at law, in equity or otherwise.

5.12 Severability. If any provision of this Agreement or the application of such provision to any person or circumstance shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable under the applicable law of any jurisdiction, (i) the remainder of this Agreement or the application of such provisions to other persons or circumstances or in other jurisdictions shall not be affected thereby, (ii) such invalid, illegal or unenforceable provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such law, and (iii) such invalid, illegal or unenforceable provision shall not affect the validity or enforceability of any other provision of this Agreement.

5.13 Survival. Notwithstanding any other provision of this Agreement to the contrary, upon any termination of this Agreement or Fix's relationship with the Company for any reason, the provisions of this Article V and the provisions of Article III shall survive and remain in effect indefinitely (unless a shorter period is specified in any such provision, in which case such specified period shall control).

5.16 No Waiver. No delay, forbearance or neglect by any party hereto, whether in one or more instances, in the exercise or any right, power, privilege or remedy hereunder or in the enforcement of any terms and conditions of this Agreement shall constitute or be construed as a waiver thereof. No waiver of any provision hereof, or consent required hereunder, or any consent or departure from this Agreement, shall be valid or binding unless expressly and affirmatively made in writing and duly executed by the party to be charged with such waiver. No waiver shall constitute or be construed as a continuing waiver or a waiver in respect of any subsequent breach or default, either of similar or different nature, unless expressly so stated in such writing.

5.17 Waiver of Jury Trial. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO, HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING, DIRECTLY OR INDIRECTLY, AT ANY TIME ARISING OUT OF, OR RELATING TO, THIS AGREEMENT.

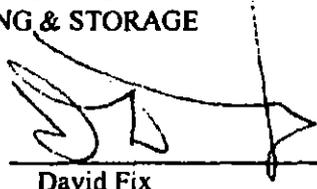
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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the Effective Date.

THE COMPANY:

EXCLUSIVE SERVICES, INC. d/b/a DON
FARR MOVING COMPANY and DON FARR
MOVING & STORAGE

By: 
Name: David Fix
Title: President

Address: 137 Mayberry Dr
Monroeville PA 15146

Attention:
E-mail: dfix@donfarrmoving.com
Facsimile No.: 412 469 2740

CONSULTANT:


Dolores Fix

Address: 113 Stettler Dr
Jefferson Hills PA 15025

E-mail: DeeFix99@GMAIL.COM
Facsimile No.: _____

WAIVER OF COUNSEL

WHEREAS, Dolores Fix, the President and Director of Exclusive Services, Inc., d/b/a Don Farr Moving Company and Don Farr Moving & Storage, a Pennsylvania Business Corporation (the "Corporation"), has agreed to sell 100% interest of her stock in the Corporation to David Fix, her son, as memorialized in the Stock Purchase Agreement executed on even date herewith;

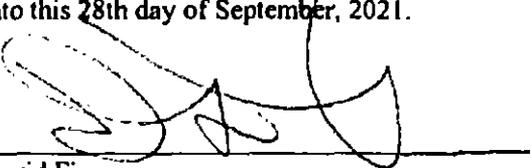
WHEREAS, Dolores Fix, the President and Director of the Corporation was represented by Peacock Keller, LLP, with respect to the aforesaid Stock Purchase; and

WHEREAS, David Fix and Exclusive Services, Inc., d/b/a Don Farr Moving Company and Don Farr Moving & Storage, a Pennsylvania Business Corporation, elected not to be represented by counsel with respect to the aforesaid recapitalization and reissuance.

NOW, THEREFORE:

David Fix and Exclusive Services, Inc., d/b/a Don Farr Moving Company and Don Farr Moving & Storage, acknowledges that they were provided with an adequate opportunity to retain legal counsel relative to the aforesaid stock purchase, and freely and voluntarily waived the right to legal counsel. David Fix and Exclusive Services, Inc., d/b/a Don Farr Moving Company and Don Farr Moving & Storage further acknowledges and agrees that neither Donald B. Formoso, Esq., nor Peacock Keller, LLP is acting or has acted as their legal counsel and has not provided them with legal advice.

In Witness Whereof, David Fix and Exclusive Services, Inc., d/b/a Don Farr Moving Company and Don Farr Moving & Storage have executed this Waiver of Counsel, intending to be legally bound hereby, entered into this 28th day of September, 2021.



David Fix

**EXCLUSIVE SERVICES, INC., D/B/A DON
FARR MOVING COMPANY AND DON
FARR MOVING & STORAGE**



David Fix, President

REDEMPTION AGREEMENT

This Redemption Agreement ("Agreement") is entered into on 9/28/21 between EXCLUSIVE SERVICES, INC. a Pennsylvania corporation (the "Company"), and DOLORES FIX (the "Seller").

PREAMBLE

The Seller is the owner of 999 shares of the Company's common stock, representing 100% percent of all issued and outstanding shares. The Seller desires to sell back, and the Company desires to redeem, all such 999 shares (the "Redeemed Shares"), all upon the terms and subject to the conditions set forth in this Agreement. Therefore the parties agree as follows with the intent to be legally bound.

AGREEMENT

1. Purchase and Sale of Redeemed Shares. Subject to the terms and conditions hereinafter set forth, on the Closing Date (defined below) the Seller shall sell, assign, transfer, convey and deliver to the Company the Redeemed Shares in exchange for the consideration set forth in Section 2 of this Agreement.

2. Purchase Price. In consideration of the sale of the Redeemed Shares to the Company, on the Closing Date, the Company shall pay to the Seller the sum of \$125,225.00 (the "Purchase Price"), which amounts to \$20.02 per share (the "Purchase Price Per Share"), as follows:

- (a) the sum of \$20,000.00 via check at Closing; and
- (b) a promissory note in the amount of \$105,225.00, the form of which is attached hereto as Exhibit "A."

3. Closing. The Closing of the transactions contemplated hereby will take place on September 28, 2021 (the "Closing Date"), at the offices of Peacock Keller, LLP, 4000 Town Center Boulevard, Suite 410, Canonsburg, PA 15317 or at such other place, or on such other date as the parties may mutually agree upon in writing, or, if the parties choose, via the electronic transmission of documents. For tax and accounting purposes, the effective date of the redemption shall be January 1, 2021. At the Closing, the parties shall deliver the following:

(a) Delivery. The Redeemed Shares shall be delivered free and clear of all liens, claims, and encumbrances. At the Closing, the Company shall deliver for cancellation the stock certificates, if any, representing the Redeemed Shares, and any certificates representing the Seller's ownership in the captive insurance plan, duly endorsed or accompanied by a duly executed stock power executed in blank in a form acceptable to the Seller and the Company.

(b) Other Documents. The Seller and the Company shall execute any documents which are required by this Agreement or reasonably necessary or desirable to affect the purchase and sale of the Redeemed Shares contemplated hereby.

4. Conditions to the Seller's Obligation to Close.

The Seller shall not be obligated to close on this Agreement until the following have occurred:

(a) The satisfaction, at or prior to the closing, of all of the terms and conditions of this Agreement to be complied with and performed by Seller at or prior to the Closing.

(b) The representations and warranties of Seller shall be true and correct as of the Closing Date.

5. Representations and Warranties of the Seller. The Seller represents and warrants to the Company as follows:

(a) The Seller is the sole legal and beneficial owner of the Redeemed Shares, which Redeemed Shares constitute the entire interest of the Seller in the Company.

(b) The Seller has the full power and legal capacity to execute, deliver and carry out the terms and provisions of this Agreement and to consummate the transactions contemplated hereby.

(c) This Agreement constitutes a legal, valid and binding obligation of the Seller enforceable against the Seller in accordance with its terms.

(d) The Seller has good, absolute and marketable title to the Redeemed Shares, and there exist no liens, claims, pledges, options, proxies, voting agreements, charges or encumbrances of any kind affecting the Redeemed Shares.

6. Representations and Warranties of the Company. The Company hereby represents and warrants to the Seller as follows on the date hereof and on the Closing Date:

(a) The Company has the full power and authority to execute, deliver and carry out the terms and provisions of this Agreement and consummate the transactions contemplated hereby.

(b) This Agreement constitutes the valid and binding agreement of the Company enforceable against it in accordance with its terms.

(c) The execution, delivery and performance of this Agreement by the Company will not result in a breach or violation by the Company of, or constitute a default by the Company under, any statute, ordinance, rule, regulation, franchise, permit, agreement or instrument to which the Company is a party or by which the Company is bound.

(d) None of the statements made by the Company to the Seller in connection with the transactions contemplated by this Agreement, taken together, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make such statements not misleading in light of the circumstances in which they were made or delivered.

7. Intentionally omitted.

8. Credit Cards. On the Closing Date, the Seller will deliver to the Company all Company credit cards in the Seller's possession, if any.

9. Resignation.

(a) The Seller resigns, effective the Closing Date (the "Separation Date"), from all positions of employment, offices, and directorships with the Company, and is, as of the Separation Date, relieved of all of her titles, duties, responsibilities, and authority as an employee of the Company.

(b) The Company shall pay the Seller her salary (less applicable withholdings) and the value of any unused vacation days through the Separation Date in accordance with the Company's standard payroll practices. The Seller may also continue to participate, at her expense, in any Company group health plan in which he is enrolled as of the Separation Date to the extent permitted by law, including under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA").

10. Health Insurance. As a condition to Closing and as a material inducement for Seller to enter into this Agreement, Company agrees, for a period of six years, to provide health insurance to Russell Reed and Nicholas Fix at a coverage level similar to the coverage level provided as of the Closing Date. As a result, Seller and Company agree that Russell Reed and Nicholas Fix are third party beneficiaries to this Agreement.

11. Intentionally omitted.

12. Indemnification. The Company shall indemnify, defend and hold harmless the Seller from and against any and all claims, losses, damages, liabilities, deficiencies, fines, judgments, obligations, costs and expenses, including, without limitation, reasonable legal fees and court costs and costs and expenses of investigation (collectively, "Losses") resulting from or arising out of (a) any breach or inaccuracy of any of the representations or warranties made by the Company in this Agreement and (b) any breach or non-performance by the Company of any covenant or agreement of the Company set forth in this Agreement.

13. Agreement to Perform Necessary Acts. Each party to this Agreement agrees to perform any further acts and execute and deliver any other documents that may be reasonably necessary or appropriate to effectuate the transactions contemplated hereby, including without limitation the Seller's drafting and delivering a notice to the employees of the Company.

14. Assignment. No party may assign, pledge or otherwise transfer any of its rights, interest or obligations hereunder or any part thereof without the prior written consent of the other party.

15. Amendments. This Agreement may be amended only by a writing signed by each of the parties, and any such amendment shall be effective only to the extent specifically set forth in such writing.

16. Miscellaneous. The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision. This Agreement embodies the entire agreement between the parties with respect to the redemption of the Redeemed Shares and supersedes any and all prior or contemporaneous, oral or written understandings, negotiations or communications made on behalf of such parties with respect to the redemption of the Redeemed Shares. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement is executed in and shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to Pennsylvania conflicts law. Any dispute or controversy arising out of or related to this Agreement shall be adjudicated by a court of competent jurisdiction in Allegheny County, Pennsylvania, or if it can and does acquire jurisdiction, the United States District Court for the Western District of Pennsylvania. This Agreement shall inure to the benefit of the parties, and their respective heirs, personal representatives, successors and assigns. Headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO REDEMPTION AGREEMENT

COMPANY:

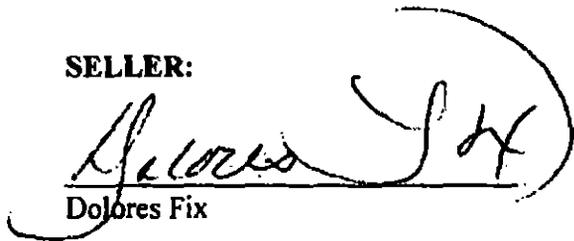
EXCLUSIVE SERVICES, INC.

By: 

Name: David Fix

Title: President

SELLER:


Dolores Fix

PROMISSORY NOTE

Date	September 28, 2021
Amount	\$105,225.00

FOR VALUE RECEIVED, the Undersigned, **Exclusive Services, Inc. d/b/a Don Farr Moving Company and Don Farr Moving & Storage**, a Pennsylvania Business Corporation, (hereinafter called the "Undersigned") promise to pay to the order of **Dolores Fix**, an adult individual, (hereinafter called the "Lender"), in lawful money of the United States of America, the sum of One Hundred Five Thousand Two Hundred Twenty-Five and no/100ths (\$105,225.00) Dollars, together with interest from the date hereof on the unpaid balance of principal at the rate of 0.86% per annum, as follows:

Beginning on the first day of October, 2021, the Undersigned shall pay \$1,500.00 a month for 72 months.

The balance of principal or interest remaining unpaid on November 1, 2027 shall become due and payable on said date. In the event any payment due hereunder is not received by Lender within ten (10) days after the date on which it is due and payable, then a delinquency charge in the amount of five (5%) percent of such installment shall in addition to such installment be and become due and payable. All payments to be made to 113 Stettler Drive, Clairton, Pennsylvania 15025, or elsewhere as shall be directed by Lender. The Undersigned may prepay this Note in whole or in part at any time without premium or penalty. No part prepayment shall excuse the payment of the next and subsequent installments as required until paid in full.

In case default be made for the space of sixty (60) days in the payment of principal, or in the performance by the Undersigned of any of the other obligations of this Note, the Lender shall provide a ten (10) day written notice to cure. If after the expiration of the ten (10) days to cure the Undersigned has not cured by making full payment or fulfilling the obligations under this Note, the entire unpaid balance of the principal debt, and all other sums paid by Lender to or on behalf of the Undersigned pursuant to the terms of this Note, shall at the option of Lender and without notice become immediately due and payable, and one or more executions may forthwith issue on any judgment or judgments obtained by virtue hereof. The failure on the part of any Lender hereof to exercise any of the rights hereunder shall not be deemed a waiver of any such rights or of any default hereunder or to prevent the exercise of said rights in the future.

The following shall constitute events of default under this Note:

- a) The Undersigned shall fail to make any payment of any installment of interest or any other sum due under this Note when due or within sixty (60) days thereafter and after Lender has provided a ten (10) day written notice to cure;
- b) Any proceeding for attachment or garnishment or the like shall be commenced against the Undersigned by any creditor of the Undersigned or any guarantor of this Note;
- c) A proceeding shall have been instituted in a court having jurisdiction of the premises seeking a Decree or Order for relief in respect of the Undersigned or any guarantor of this Note in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or for the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Undersigned or any such guarantor of for any substantial part of its property, or for the winding up or liquidation of its affairs, and such proceedings shall remain undismissed or unstayd and in effect for a period of sixty (60) consecutive days or such court shall enter a Decree or Order granting any of the relief sought in such proceeding;
- d) The Undersigned or any guarantor of this Note shall commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, shall consent to the entry of an Order for relief and an involuntary case under any such law, or shall consent to the appointment of taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of itself, or for any substantial part of its property, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its

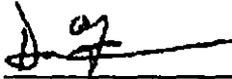
debts as they become due, or shall admit in writing an inability to pay any of its debts as they become due, or shall take any action in furtherance of any of the foregoing;

UPON THE OCCURRENCE OF AN EVENT OF DEFAULT, THE UNDERSIGNED HEREBY EMPOWERS ANY ATTORNEY OF ANY COURT OF RECORD WITHIN THE UNITED STATES OF AMERICA OR ELSEWHERE TO APPEAR FOR THE UNDERSIGNED AND, WITH OR WITHOUT COMPLAINT FILED, CONFESS JUDGMENT, OR A SERIES OF JUDGMENTS, AGAINST THE UNDERSIGNED IN FAVOR OF LENDER, AS OF ANY TERM, FOR THE UNPAID BALANCE OF THE PRINCIPAL DEBT, AND ALL OTHER SUMS PAID BY LENDER HEREOF TO OR ON BEHALF OF THE UNDERSIGNED PURSUANT TO THE TERMS OF THIS NOTE, TOGETHER WITH UNPAID INTEREST THEREON, COST OF SUIT AND AN ATTORNEY'S COMMISSION FOR COLLECTION OF FIVE (5%) PER CENT OF THE TOTAL INDEBTEDNESS OR \$500.00, WHICHEVER IS THE LARGER AMOUNT, ON WHICH JUDGMENT OR JUDGMENTS ONE OR MORE EXECUTIONS MAY ISSUE FORTHWITH UPON FAILURE TO COMPLY WITH ANY OF THE TERMS AND CONDITIONS OF THIS NOTE. THE UNDERSIGNED HEREBY FOREVER WAIVES AND RELEASES ALL ERRORS IN SAID PROCEEDINGS, WAIVES STAY OF EXECUTION, THE RIGHT OF INQUISITION AND EXTENSION OF TIME OF PAYMENTS, AGREES TO CONDEMNATION OF ANY PROPERTY LEVIED UPON BY VIRTUE OF ANY SUCH EXECUTION, AND WAIVES ALL EXEMPTIONS FROM LEVY AND SALE OF ANY PROPERTY THAT NOW IS OR HEREAFTER MAY BE EXEMPT BY LAW.

This obligation shall bind the Undersigned and the Undersigned's heirs, executors, administrators, successors and assigns, and the benefits hereof shall inure to the payee hereof and Payee's heirs, executors, administrators and assigns. If this Note is executed by more than one person, the undertakings and liabilities of each shall be joint and several.

WITNESS the due execution hereof the day and year first above written.

Witness:



**Exclusive Services, Inc. d/b/a Don Farr Moving
Company and Don Farr Moving & Storage, a
Pennsylvania Business Corporation**

By: David Fix
Title: President

(Seal)

Promissory Note

From

**Exclusive Services, Inc. d/b/a Don Farr Moving Company and Don Farr Moving & Storage, a
Pennsylvania Business Corporation**

To

Dolores Fix, an adult individual

**Donald B. Formoso, Esquire
4000 Town Center Blvd., Suite 410
Canonsburg, PA 15317
(724) 222-4520**

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (the "Agreement") is made and entered into at Canonsburg, Pennsylvania, as of September 28, 2021, and effective as of October 1, 2021, by and between **Exclusive Services Inc., d/b/a Don Farr Moving Company and Don Farr Moving & Storage**, a Pennsylvania Business Corporation ("Debtor"), and **Dolores Fix**, an adult individual ("Creditor").

BACKGROUND

WHEREAS, Creditor has agreed to make a loan of **One Hundred Five Thousand Two Hundred Twenty-Five and 00/100 U.S. Dollars (\$105,225.00)** to Debtor, which loan is evidenced by a Promissory Note of even date herewith in the original principal amount of **One Hundred Five Thousand Two Hundred Twenty-Five and 00/100 U.S. Dollars (\$105,225.00)** and secured by certain agreements and documents (the "Note," and with the other security agreements and documents the "Loan Documents"); and

WHEREAS, as security for Debtor's performance of his obligations under the Note, Debtor has agreed to give Creditor a security interest in certain of Debtor's assets.

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged and confessed by Debtor, and intending to be legally bound hereby, the parties agree as follows:

1. *Incorporation by Reference.* The background recitals to this Agreement are hereby incorporated by reference in the body of this Agreement and are made a part hereof. The terms and conditions of the Loan Documents are hereby fully incorporated herein by this reference and are made a part hereof. Debtor's obligations under the Note and other costs, expenses and sums which may be due and payable by Debtor under the Loan Documents, are hereinafter collectively called the "Indebtedness."

2. *Grant of Security Interest.* For purposes of securing the Indebtedness of Debtor to Creditor, Debtor hereby grants and conveys to Creditor a lien and security interest under Article 9 of the Pennsylvania Uniform Commercial Code in and to all of the following (hereinafter collectively called the "Collateral"):

(a) All tangible and intangible personal property, furniture, fixtures, appliances, equipment and machinery now owned or hereafter acquired by Debtor, and the proceeds and products of such tangible personal property, furniture, fixtures, equipment and appliances;

(b) All additions or accessions to, or replacements of, the foregoing; and

(c) All proceeds of the foregoing, including, but not limited to, insurance proceeds, and all proceeds of proceeds.

3. *Financing Statements.* Debtor shall, upon Creditor's request and at Debtor's sole expense, from time to time, deliver to Creditor such financing statements and continuations or modifications thereof as Creditor may deem necessary or advisable in order to perfect and continue perfection of creditor's security interest in the Collateral in such jurisdiction or jurisdictions as Creditor may deem appropriate, in Creditor's sole discretion.

4. *Modifications of Indebtedness.* The security interest granted hereby shall not be affected, altered or impaired by any modification of the Indebtedness or the instruments evidencing the same which may hereafter be consented to by Creditor or by any waiver or forbearance on the part of Creditor in the exercise of any rights or remedies which Creditor may have with respect to the Indebtedness, under the Note or otherwise.

5. *Covenants of Debtor.* Until all of the Indebtedness has been paid and discharged in full, Debtor covenants and agrees with Creditor that:

(a) Debtor shall pay and discharge all taxes, assessments and governmental charges upon it, its income and its properties prior to the date on which penalties or interest will commence to accrue thereon, unless and only to the extent that such taxes, assessments and governmental charges shall be contested in good faith and by appropriate proceedings by the Debtor, and provided further that the Debtor shall have set aside in an account adequate reserves against such taxes, assessments and governmental charges.

(b) From time to time upon Creditor's request, Debtor agrees to provide to Creditor such documents and information regarding any of the Collateral as Creditor may request, including, but not limited to, a list of all now or hereafter acquired tangible personal property, furnishings and fixtures, including identification thereof by make, model, serial number or other appropriate means of identification. Debtor shall make available for inspection and copying by Creditor's accountant, at Creditor's expense, all records relating to all accounts receivable comprising the Collateral, including true and correct written account information identifying all of Debtor's accounts receivable, the amounts due thereunder, the aging thereof and the names and addresses of such account Debtors.

(c) Debtor shall maintain in good condition and repair, making any necessary repairs or replacements, at its sole cost and expense, all of the tangible property comprising the Collateral, including all machinery, equipment, furnishings, furniture and fixtures. Debtor shall not be in default, and no Event of Default shall occur, by reason of Debtor's failure to maintain its tangible property in good condition and repair unless and until tangible property with an aggregate value of \$10,000 is in a state of disrepair.

(d) Debtor shall keep and maintain all records and information pertaining to its business and the Collateral at Debtor's principal place of business. Debtor shall not transfer or relocate any of the Collateral or any of the documents or instruments evidencing or concerning the Collateral to any other location, within or outside the Commonwealth of Pennsylvania, except upon the prior written consent of Creditor, which consent shall not be withheld unreasonably, and which consent shall in all events be subject to Debtor's execution and filing (prior to such

transfer or relocation) of such further documents and instruments as may be necessary in order to assure the continued perfection of Creditor's security interest in such Collateral.

(e) Debtor shall immediately notify Creditor, in writing, upon the occurrence of any damage, destruction or loss with respect to any of the Collateral and shall provide reasonably detailed information, in writing, to Creditor setting forth the items of Collateral damaged, destroyed or lost, and the extent of such damage, destruction or loss.

(f) Upon Creditor's request, Debtor shall furnish to Creditor a certificate from Debtor's insurance broker which lists all of the policies then maintained by Debtor and the limits of each policy.

6. *Events of Default.* Debtor shall be in default hereunder if any one or more of the following events shall occur (each of which is hereinafter called an "Event of Default"):

(a) If Debtor shall fail to perform any of Debtor's covenants and obligations hereunder when the same are required to be performed pursuant to the terms and conditions of this Agreement;

(b) Any Event of Default under the Loan Documents;

(c) If Debtor shall fail to pay when due any part of the Indebtedness after expiration of any applicable grace period;

(d) If Debtor shall fail to pay or otherwise default in the performance of any other indebtedness or financial obligations of Debtor to Creditor after expiration of any applicable grace period;

(e) If either Debtor or Debtor files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any receiver of or any trustee for any of them or any substantial part of their respective properties or commences any proceeding relating to any of them under any arrangement or readjustment of debt law or statute of any jurisdiction, whether now or hereafter in effect, or if there is commenced against Debtor or any of such guarantors or sureties any such proceedings or if any of them by any act or omission indicates consent to, approval of or acquiescence in such proceedings or the appointment of any receiver of or any trustee for any of them or any substantial part of their assets, or if Debtor or such guarantor or sureties makes any assignment for the benefit of its or any of their creditors or admits in writing its or any of their inability to pay their debts generally as they mature; and/or

(f) If one or more judgments or attachments are entered against Debtor and the same is not removed or bonded within thirty (30) days thereafter, or against any of its property or assets, the operation or result of which may be to interfere materially with or adversely affect the conduct of Debtor's business, or to prevent or delay the repayment of the Indebtedness.

7. *Remedies on Default.* Upon default by Debtor under the terms hereof, Creditor shall have and may exercise any and all rights and remedies provided under Article 9 of the Uniform

Commercial Code, and any and all other rights and remedies as may be available at law or in equity, any or all of which remedies may be pursued together or separately, at one time or from time to time, as Creditor deems appropriate in Creditor's sole and exclusive discretion. Without limiting the foregoing, Creditor shall have the right to take possession of the Collateral by any and all lawful means and, with or without taking possession thereof, may sell, lease or otherwise dispose of any or all of the Collateral, at public or private sale, at Debtor's place of business or elsewhere, and Creditor may purchase the Collateral at any such public or private sale. Debtor agrees that any notice required to be given to Debtor of any public or private sale of the Collateral shall be sufficient if given five (5) days prior to such public or private sale.

8. *Costs.* In the event of a default hereunder, Creditor shall be entitled to recover from Debtor all costs and expenses, and attorneys' fees incurred by Creditor in enforcing its remedies under this Agreement.

9. *Waiver of Defects and Notices.* Except as herein specifically provided to the contrary, Debtor hereby waives any and all defects of a procedural nature in any and all proceedings brought hereunder or otherwise at law or equity by Creditor to collect the Indebtedness secured hereby. Debtor and all endorsers, guarantors and sureties of Debtor's obligations hereunder hereby severally waive presentment, demand, protest, notice of protest, notice of non-payment and notice of dishonor.

10. *Severability; Non-Waiver.* All provisions of this Agreement are severable from one another, and if any of the terms or conditions herein shall be deemed illegal, invalid or unenforceable, then such terms and conditions herein shall be deemed stricken from this Agreement and the remainder of this Agreement shall be enforceable and enforced in accordance with its terms. The failure of Creditor to exercise or its forbearance in exercising any rights or remedies hereunder shall in no way constitute Creditor's waiver of such rights or remedies. No act or omission of Creditor shall be deemed a waiver of any of Creditor's rights or remedies hereunder unless such waiver is given in writing. Any waiver as to any one event shall not be construed as a continuing waiver or as a bar to or waiver of any right or remedy as to any subsequent event, similar or dissimilar, or as to any remedy or right not specifically waived. The invalidity or unenforceability of any provision of this Agreement in any one jurisdiction shall not affect the enforceability of such provision in any other jurisdiction.

11. *Cumulative Remedies.* The remedies of Creditor at law, in equity or as provided herein, or in the Loan Documents, shall be cumulative and concurrent, and may be pursued singly, successively or together, against Debtor and/or any guarantors or sureties of Debtor's obligations hereunder, and/or the Collateral, at the sole discretion of Creditor. All guarantors, endorsers and sureties of Debtor's obligations under the Indebtedness, shall be jointly and severally liable for the payment when due of all amounts due and payable or to become due and payable hereunder, together with interest and costs, both before and after default.

12. *Assignment Waiver of Defenses.* Creditor may assign Creditor's rights hereunder, in whole or in part.

13. *Binding on Successors.* This Agreement shall inure to the benefit of and shall be binding upon the respective parties hereto and their heirs, executors, administrators, successors and assigns. Debtor may not assign any of its rights or delegate any of its duties hereunder without the prior written consent of Creditor.

14. *Governing Law Jurisdiction.* This Agreement shall be construed under and governed by the domestic, internal laws of the Commonwealth of Pennsylvania. Debtor expressly and irrevocably consents and submits to the jurisdiction of any state court located in Allegheny County, Pennsylvania.

15. *Notices.* Any notice which may or is required to be given hereunder shall be in writing and shall be (i) transmitted by postage prepaid registered or certified U.S. mail, return receipt requested, (ii) delivered in person against a signed receipt, (iii) transmitted by telecopy (with postage prepaid mail confirmation) or (iv) delivered by overnight service. Except as otherwise specified herein, all notices and other communications shall be deemed to have been duly given when received as evidenced by return receipt, signed receipt, or by confirmed answer back if transmitted by telecopy, whichever shall first occur. Rejection or refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand or request sent. Any party may change its address for purposes hereof by notice given to the other of its new address.

Notices hereunder shall be directed:

If to Creditor:

Dolores Fix
113 Stettler Drive
Clairton, Pennsylvania 15025

If to Debtor:

Exclusive Services, Inc.
4920 Buttermilk Hollow Road
West Mifflin, Pennsylvania 15122

16. *Gender and Number.* In construing this Agreement, the use of the masculine, feminine or neutral gender shall be deemed to refer as well to any other gender, and the use of the singular shall be deemed to include the plural, and vice-versa.

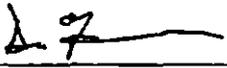
17. *Location.* Debtor agrees to disclose to Creditor the location at which the Collateral is kept and to inform Creditor of any new location if the Collateral is moved.

18. *Termination.* Within ten (10) days after the payment in full of the Indebtedness, this Agreement shall terminate and such of the Collateral as has not been sold or otherwise applied under and as permitted by the provisions of this Agreement shall be delivered to the Debtor. Upon termination of this Agreement, Creditor shall acknowledge in writing such termination and the release of Debtor's liability. The failure of Creditor to deliver such instrument shall not impair or affect the termination or release which shall both be self-operative.

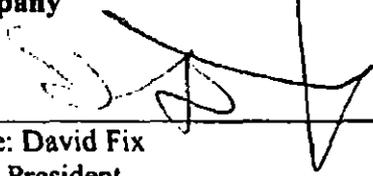
19. *Waiver of Jury Trial.* Debtor and Creditor expressly waive the right of jury trial in any proceeding brought under or with respect to this Agreement or the Documents.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Witness:

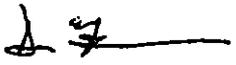


Exclusive Services, Inc. d/b/a Don Farr Moving Company

BY: 

Name: David Fix
Title: President

Witness:



BY: 

Name: Dolores Fix

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (the "Agreement") is entered into this 28th day of September, 2021, by and between **Exclusive Services, Inc. d/b/a Don Farr Moving Company and Don Farr Moving & Storage**, a Pennsylvania Business Corporation, ("Seller" or "Company");

AND

David Fix, an adult individual (hereafter, "Purchaser").

Throughout this Agreement, Seller and Purchaser are each individually referred to as a "Party" and are collectively referred to as the "Parties."

WHEREAS, Seller owns One Thousand (1000) Shares of the issued and outstanding Stock of the Company (the "Stock"); and

WHEREAS, Purchaser is familiar with the operations of the Company and wishes to acquire the Stock of Seller in the amount set forth below and pursuant to the terms, conditions, and covenants set forth herein;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the sufficiency of which is specifically acknowledged by both Parties and intending to be legally bound, the Parties hereby agree as follows:

1. **Warranty.** Purchaser possesses, represents, and warrants that he holds sufficient knowledge and information to ascertain the merits of this Agreement, and hereby agree to hold Seller harmless from any and all losses, claims, demands, charges, penalties, and costs of any nature, including reasonable attorneys' fees, related to the purchase of the Stock and the Company, as described herein.

2. **Purchase Price.** The Parties hereby agree on a Purchase Price of Twenty Thousand Dollars (\$20,000.00) (the "Purchase Price") for the Stock, which shall be payable at Closing in cash or check.

3. **Closing.** The closing of the sale and purchase of the Stock (hereinbefore and hereinafter called the "Closing") shall occur on or before September 28, 2021. At Closing, Seller shall transfer the Stock to Purchaser and take all reasonable steps necessary to vest Purchaser with full right, title, and interest in and to said Stock. Seller will also provide Purchaser with immediate

possession of the Company. For tax and accounting purposes, the effective date of this transaction shall be January 1, 2021.

Seller shall be liable for all expenses of the Company, including but not limited to an existing loan, incurred prior to the closing.

4. **Governing Law.** The contract arising out of acceptance of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws principles.

5. **Time of the Essence.** Time shall be of the essence of this Agreement.

6. **Entire Agreement.** This Agreement represents the entire agreement of the Parties hereto relating to the subject matter hereof, and there are no representations, covenants, or other agreements relating to the subject matter hereof, except as stated or referred to herein.

7. **Counterparts.** This Agreement may be executed in one or more counterparts each of which so executed shall constitute an original and all of which together shall constitute one and the same agreement.

8. **Savings Clause.** The invalidity, illegality, or unenforceability of any provision of this Agreement shall not affect the validity, legality, or enforceability of any other provision hereof.

9. **Warranties and Representations.** The covenants, representations, and warranties contained in this Agreement shall survive the closing of the transactions contemplated hereby, and shall be binding upon and enure to the benefit of the Parties and their respective heirs, executors, administrators, successors, and permitted assigns.

10. **Use of Singular, Plural, Etc.** Any reference in this Agreement to gender includes all genders. Words importing the singular number only include the plural and vice versa. The division of this Agreement into Sections and other subdivisions and the insertion of headings are for convenient reference only and do not affect the agreement's interpretation. All references in this Agreement to dollars or to "\$" are to the currency of United States, unless otherwise specifically indicated. In this Stock Purchase Agreement (i) the words "including", "includes" and "include" mean "including (or includes or include) without limitation", (ii) the words "the aggregate of, the total of, "the sum of", or a phrase of similar meaning means "the aggregate (or total or sum), without duplication, of". The covenants herein contained shall be deemed to be covenants of the Members in any capacity so acting, whether as Member, Manager, or otherwise.

11. **Modification in Writing.** No amendment to this Agreement will be valid or binding, unless set forth in writing and duly executed by the Parties hereto. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same, and unless otherwise provided, will be limited to the specific breach waived.

12. **Assignment.** Neither Party may assign all or part of its interest in or to this Agreement without the prior written consent of the other Party.

13. **Inability to Terminate.** The Purchaser, on his own behalf, agrees that this purchase is made for valuable consideration and may not be withdrawn, cancelled, terminated, or revoked by the Purchaser, on his own behalf and, if applicable, on behalf of other(s) for whom they are contracting hereunder.

IN WITNESS WHEREOF, the Parties have signed, sealed, and delivered this Agreement as of the day and year first above written.

WITNESS:

SELLER:



David Fix, President

WITNESS:

PURCHASER:



David Fix

Exclusive Services Inc
Balance Sheet
For Period Ending 12/31/2020

Book Value
Dec 2020
Actual

Assets

Current Assets

Cash

Brentwood- Oper. #5168	(15,652.87)
Brentwood- CC #9133	143,349.38
Brentwood-P/R #9125	27,195.70
Brentwood-Bonus #8959	500,000.00
Cash Citizens Clearing	2,119.27
Penske Deposits	40,000.00

Accounts Receivable (Net)

Accounts Receivable

Accounts Receivable	92,594.04
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Payroll Advances

Payroll advance-Tuchez	1,781.00
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Other Current Assets

A/R ADJ	22,994.25
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Total Current Assets **\$814,380.77**

Other Assets

Other Assets

Intangible Assets

Name	50,000.00
Rights	10,000.00
Customers/Employees	10,000.00
Non-Compete	60,000.00
Accumulated Amortization	(497,432.00)
Goodwill	385,000.00

Other Assets

Employee Advances	(100.25)
Leasehold Improvements	31,465.00

Property, Plant & Equipment

Vehicles	832,581.60
Operating Equipment	226,340.06
Office Equipment	19,897.45
Accum Depreciation	(1,089,130.78)

Total Other Assets **\$38,621.08**

Total Assets **\$853,001.85**

Liabilities

Current Liabilities

Accounts Payable

Accounts Payable	5,733.32
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Other Current Liabilities

Customer Deposits

Customer Deposits	2.65
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Other Current Liabilities

Withheld Child Support	(0.01)
Withheld Court Garnishment	(17.25)
Withheld 401(K)	(2,633.39)
Withheld AFLAC	262.26

Total Current Liabilities **\$3,347.58**

Exclusive Services Inc
Balance Sheet
For Period Ending 12/31/2020

Book Value
Dec 2020
Actual

Long Term Liabilities

Long Term Liabilities

Other Long Term Liabilities

Due Deily (Jake p/r deduction)	460.75
Small Business Loan	28,840.59
Loan from Officer	143,755.27
N/P Small Bus Admin.	499,900.00
Total Long Term Liabilities	\$672,956.61
Total Liabilities	\$676,304.19

Equity

Capital

Common Stock

Stock 100.00

Additional Paid-in Capital

Paid-in Capital 716,781.78

Capital Draws

Draw (21,588.92)

Retained Earnings

Retained Earnings (518,595.20)

Total Equity **\$176,697.66**

Total Liabilities and Equity **\$853,001.85**

Exclusive Services Inc
Income Statement
1/1/2020 to 12/31/2020

Jan 2020
Dec 2020
Actual

Revenue

Sales Revenue

PUC Revenue-Local	1,482,811.00
PUC Revenue-Intrastate	320,778.40
Storage In/Out Revenue	97,541.56
ICC Revenue-East	404,836.46
ICC Revenue-Florida	165,134.69
ICC Revenue-West	738,703.60
International Moves	229.45
Packing Materials	131,464.25
Packing Labor	135,462.91
Warehouse Handling	56,971.55
Income - Vehicle Hauling	1,200.00
Insurance In Transit	1,671.00
Storage	183,290.95
Storage Insurance	50,206.84
Insurance Surcharge	36,314.41
Late Charges	1,290.21

Revenue \$3,807,907.28

Cost Of Goods Sold

Cost of Goods Sold

Refunds	20,053.44
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Cost Of Goods Sold \$20,053.44

Gross Profit \$3,787,853.84

Expenses

Other Expenses

Dumpster	16,345.86
Misc. Job Costs	18,615.41
Uniforms	(1,743.83)
Rent-Fix	36,000.00
Entertainment	1,864.00
Bank Charges	2,177.66
Donations Expense	1,591.15
Google Coupons	500.00
Building Repairs	330.00
Office Lease	107,504.75
Storage Unit Lease	4,181.14
Interest Expense	7,287.09
Bad Debt	23,900.91
Business Privilege Tax	12,567.62
Fuel Tax	5,741.43
Real Estate Tax	7,881.70
Sales Tax	0.00
Other Taxes	5,107.38
Membership Dues	9,167.43
Gain/Loss on Sale of Assets	(18,125.50)

Payroll Expense

Wages	1,729,265.15
Wages - Families First Credit	(9,097.86)

Exclusive Services Inc
Income Statement
1/1/2020 to 12/31/2020

	Jan 2020
	Dec 2020
	Actual
Payroll Taxes	165,407.37
Overtime	11,874.22
Bonus	10,800.00
Vacation	8,562.80
Holiday Pay	2,687.28
Miscellaneous	(486,449.16)
Depreciation Expense	
Depreciation	8,376.00
Other Operating Expenses	
Fuel	63,761.76
Diesel Fuel	205,309.98
Vehicle Repairs	160,374.76
Tires	29,280.22
Vehicle Expense	13,684.97
Truck Expenses	19,775.32
Vehicle Registration	14,397.41
Rental Truck	51,596.04
Lease-Truck	180,029.64
Warehouse Equipment	0.00
Weights	13,556.72
Tolls	25,910.28
Towing	4,321.50
Trip Expense-Per Diem	80,229.87
Trip Expense-Misc	328.35
Fines	4,581.90
Packing Materials	92,380.71
Claims & Adjustments	63,603.10
Salesmen Expense	0.00
Payroll Processing Fees	17,428.35
Outside Labor	10,089.36
Employer Aflac Contribution	5,701.41
Employer 401K Match	4,099.23
Outside Sales Commission	2,400.00
Commission Expense	3,491.94
Insurance-WC	84,724.10
Insurance-Auto/Bldg	195,400.12
Insurance-Misc	267.00
Health Insurance	78,663.26
Office Expense	30,018.34
Charge Card Fees	60,905.16
Telephone	29,406.95
Advertising	74,283.65
Google Advertising	45,500.00
Utilities	17,260.26
Meals - 50%	346.45
Meals - Company	2,029.15
Building Maintenance	10,075.83
Express Shipping Charges	731.50
Computer	4,612.53
Legal & Accounting	9,470.00
Storage Fees	744.00
Professional Fees	(936.00)

Exclusive Services Inc
Income Statement
1/1/2020 to 12/31/2020

Jan 2020
Dec 2020
Actual

Revenue

Sales Revenue

PUC Revenue-Local	1,482,811.00
PUC Revenue-Intrastate	320,778.40
Storage In/Out Revenue	97,541.56
ICC Revenue-East	404,836.46
ICC Revenue-Florida	165,134.69
ICC Revenue-West	738,703.60
International Moves	229.45
Packing Materials	131,464.25
Packing Labor	135,462.91
Warehouse Handling	56,971.55
Income - Vehicle Hauling	1,200.00
Insurance In Transit	1,671.00
Storage	183,290.95
Storage Insurance	50,206.84
Insurance Surcharge	36,314.41
Late Charges	1,290.21
Revenue	\$3,807,907.28

Cost Of Goods Sold

Cost of Goods Sold

Refunds	20,053.44
Cost Of Goods Sold	\$20,053.44
Gross Profit	\$3,787,853.84

Expenses

Other Expenses

Dumpster	16,345.86
Misc. Job Costs	18,615.41
Uniforms	(1,743.83)
Rent-Fix	36,000.00
Entertainment	1,864.00
Bank Charges	2,177.66
Donations Expense	1,591.15
Google Coupons	500.00
Building Repairs	330.00
Office Lease	107,504.75
Storage Unit Lease	4,181.14
Interest Expense	7,287.09
Bad Debt	23,900.91
Business Privilege Tax	12,567.62
Fuel Tax	5,741.43
Real Estate Tax	7,881.70
Sales Tax	0.00
Other Taxes	5,107.38
Membership Dues	9,167.43
Gain/Loss on Sale of Assets	(18,125.50)

Payroll Expense

Wages	1,729,265.15
Wages - Families First Credit	(9,097.86)

Exclusive Services Inc
Income Statement
1/1/2020 to 12/31/2020

	Jan 2020
	Dec 2020
	Actual
Payroll Taxes	165,407.37
Overtime	11,874.22
Bonus	10,800.00
Vacation	8,562.80
Holiday Pay	2,687.28
Miscellaneous	(486,449.16)
Depreciation Expense	
Depreciation	8,376.00
Other Operating Expenses	
Fuel	63,761.76
Diesel Fuel	205,309.98
Vehicle Repairs	160,374.76
Tires	29,280.22
Vehicle Expense	13,684.97
Truck Expenses	19,775.32
Vehicle Registration	14,397.41
Rental Truck	51,596.04
Lease-Truck	180,029.64
Warehouse Equipment	0.00
Weights	13,556.72
Tolls	25,910.28
Towing	4,321.50
Trip Expense-Per Diem	80,229.87
Trip Expense-Misc	328.35
Fines	4,581.90
Packing Materials	92,380.71
Claims & Adjustments	63,603.10
Salesmen Expense	0.00
Payroll Processing Fees	17,428.35
Outside Labor	10,089.36
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Meals - Company	2,029.15
Building Maintenance	10,075.83
Express Shipping Charges	731.50
Computer	4,612.53
Legal & Accounting	9,470.00
Storage Fees	744.00
Professional Fees	(936.00)

Exclusive Services Inc
Income Statement
1/1/2020 to 12/31/2020

	Jan 2020
	Dec 2020
	Actual
Copier Lease	1,768.12
Postage	3,595.31
Expenses	\$3,397,518.55
Income (Loss) From Operations	\$390,335.29

Other Revenue

Other Income

Commissions Income	(1,961.15)
Miscellaneous Income	43,071.21
Other Revenue	\$41,110.06
Net Other	\$41,110.06
Net Income (Loss)	\$431,445.35

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.

David Fix

Purchaser's Name

137 Mayberry Street

Street Address

Monroeville

City or Municipality

PA

State

15146

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.

David Fix

1200 Lebanon Road U520 West Mifflin, PA 15122

412-469-9700

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

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.

Have been with the company for over 25 years and as vice president For 10 years.

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.

2200 sq ft office space connected to 18000 sq ft storage space
We are currently using Moveboard for record keeping.
Hours are Monday thru Friday 7 to 5 and Saturday 7-11
We have local and long distance dispatchers

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).**

12 office, 25 drivers, 40 laborers

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.

5 CDL
 20 Class C
 Movers Choice Qualifications
 Thomason Training Program
 Random DRS
 J.J. Keller

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 insured list

<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>VEHICLE ID #</u>	<u>MILEAGE</u>	<u>SEATING CAP.</u>
2011					

Vehicles

Vehicle #	Customer \ Year	Make	Model	Body Type	VIN	Symbol/Age	Cost New	Pur. License Pla	Licel	Fleet?	Garage Loc
1	6	1996 Wabash	unit 391	Trailer	1JJV482H1ZL369391		18,000			Y	1
2	10	2001 Internt'l	unit 211	Truck	1HTSDAAP51H386211		55,000			Y	1
4	19	1996 Kentucky	unit ky 12	Trailer	1KKVE4825TL104366					Y	1
5	23	1996 Kentucky	unit ky 14	Trailer	1KKVE4820TL104548					Y	1
7	38	1990 Dorsey	unit 706	Trailer	1DTV51Z20LA192706					Y	1
8	41	1996 Kentucky	unit hd434	Trailer	1KKVE4827TL104434						1
9	47	2006 Freightline	unit 700	Unregister	1FUJA6CK06LV52700					Y	1
10	59	2004 Stoughton	unit 726	Trailer	1DW1A482925552726					Y	1
11	63	2001 Kentucky	unit ky 59	Trailer	1KKVA53211L203059					Y	1
12	66	2012 Freightline	unit 3767	Truck	1FVACWBSXCHBR3767		73,328			Y	1
14	73	2006 GMC	C5700 X	Truck	1GDJ7C1326F901057		35,000			Y	1
15	74	2006 GMC	C5700 X	Truck	1GDJ7C1306F901218					Y	1
16	81	2000 Kentucky	unit 405	Trailer	IKKVE5323YL200405					Y	1
17	82	2015 Freightline	M2 106	Truck	3ALACWDT1FDGC0961		127,250	##		Y	1
18	83	2016 Freightline	M2 106	Truck	3ALACWDT8GDGU7032		129,250			Y	1
19	84	2016 Freightline	M2 106	Truck	3ALACWDTXGDGU7033					Y	1
20	85	2016 Freightline	M2 106	Truck	3ALACWDT1GDGU7034		129,250			Y	1
21	99	2019 Internation	Truck tract	Truck-Tract	3HSDZAPR6KN549608					Y	1
22	108	2000 Freightliner		Truck-Tract	1FUJDSEB8YPA64671					Y	1
23	109	1999 GMC		Truck	1GDK7H1C5XJ516947					Y	1
24	110	2015 Freightline	Truck	Truck	1FVACXDT0FHGD2986					Y	1
25	111	2003 Internation	4300	Truck	1HTMMAAM13H566920					Y	1



A Division of SPG Insurance Solutions, LLC

222 GATEWAY ROAD W
NAPA, CALIFORNIA 94558
PHONE: (800) 852-1968 FAX (707) 252-5905
Email: processing@paulhanson.com

Driver Eligibility Requirements

The following underwriting guidelines apply to all current and new drivers. All drivers must meet our "Driver Eligibility Requirement" and your firm is required to submit any new drivers to Paul Hanson Partners, a division of SPG Insurance Solutions, LLC during the policy term and any subsequent renewal.

DEFINITIONS

Drivers must:

- Drivers must be 21 years of age or older.
Driver must have a verifiable driving violation record.
Drivers must have a valid driver's license that meets the requirements for his/her type of vehicle.
At least 2 years driving experience.

ACCEPTABLE DRIVING RECORD MEANS:

- No disqualifying violation in the 5 year period.
Maximum combination of 3 accidents and/or major violations within the 3 year period.

Disqualifying Violations:

- Driving under influence of alcohol/drugs
Illegal possession of alcohol/drugs
Refusal to take a test required by an implied consent or similar statute
Violation of an "open container (alcohol)" or similar statute
Reckless driving or careless endangerment (and similar)
Leaving the scene of an accident or "hit and run"
Fleeing or eluding police
Speed exhibition, contest or drag race
Theft or receipt of stolen vehicle
Reckless/Negligent homicide or manslaughter
Speeding (Greater than 30 mph over posted limit)
Habitual Offender (and similar)

Major violation is a citation that involves:

- Improper lane change
Failure to yield
Failure to obey traffic signal or sign
Past driver license suspension due to moving violation(s)
Improper passing of school bus
Failing to report an accident
Improper passing/speeding in a school zone
Make false statement or produce false evidence
Use of handheld cellular device (if illegal in province)
Speeding (15-30 mph over posted limit)
Operating with an invalid (or no) license, or unauthorized use
Negligent Driving

My signature indicates that I understand the above driver eligibility requirements and will submit a copy of all new drivers MYR reports prior to driving a vehicle covered on this policy any subsequent renewal.

INSURED:
SIGNATURE [Handwritten Signature]

OWNER/CORPORATE OFFICER:
DATE: 5/11/21

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.)

Vehicle Inspection Reports
J.J. Keller Program
Lease vehicle scheduled PM

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.

Installments during our most profitable months

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

Calls taken from customer service representative and a crew inquiry is filled out And sent to claims department for review and settlement.

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 x

*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

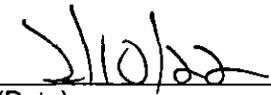
The undersigned deposes and says that he/she is the person who signed the Statement for the above-captioned applicant/application and that he/she is authorized to and does make this verification and that the facts set forth therein are true and correct to the best of his/her knowledge, information, and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

(Name, printed or typed)



(Date)

RECEIVED
2022 FEB 14 AM 10:50
PA P.U.C.
SECRETARY'S BUREAU

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

RECEIVED

COMMONWEALTH OF PENNSYLVANIA :

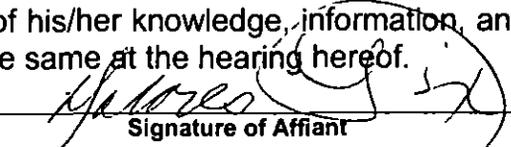
2022 FEB 14 AM 10: 54

: SS:

Allegheny County :

PA P.U.C.
SECRETARY'S BUREAU

Dolores Fix, 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

Sworn and subscribed before me on this
2nd day of February
20 22 My Commission expires
02/03/2023

Commonwealth of Pennsylvania - Notary Seal
Donna M. DiGiulio, Notary Public
Allegheny County
My commission expires February 3, 2023
Commission number 1260534


Signature of Official Administering Oath

Member, Pennsylvania Association of Notaries

AFFIDAVIT OF BUYER/SELLER (CORPORATION)

COMMONWEALTH OF PENNSYLVANIA :

: SS:

Allegheny County :

Dolores Fix, being duly sworn (affirmed) according to law, deposes and says that he/she is Owner of Exclusive Services

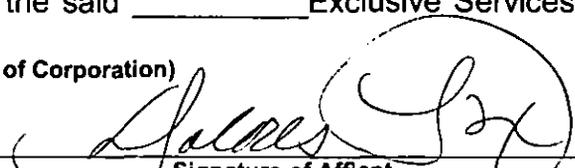
(Office of Affiant)

(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 Exclusive Services Inc. to be able to prove

(Name of Corporation)

the same at the hearing hereof.


Signature of Affiant

Sworn and subscribed before me on this
2nd day of February
20 22 My Commission expires
02/03/2023

Commonwealth of Pennsylvania - Notary Seal
Donna M. DiGiulio, Notary Public
Allegheny County
My commission expires February 3, 2023
Commission number 1260534


Signature of Official Administering Oath

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

COMMONWEALTH OF PENNSYLVANIA :

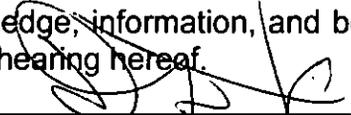
2022 FEB 14 AM 10:50

: SS:

Allegheny County :

PA P.U.C.
SECRETARY'S BUREAU

David Fix, 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

Sworn and subscribed before me on this
9th day of Feb
20 22 My Commission expires

3/22/2023
Commonwealth of Pennsylvania - Notary Seal
Lisa M. Sadler, Notary Public
Allegheny County
My commission expires March 22, 2023
Commission number 1135953



Signature of Official Administering Oath

AFFIDAVIT OF CERTIFICATED CARRIER (CORPORATION)

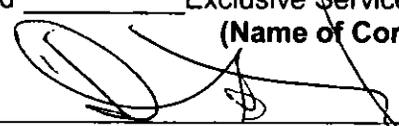
COMMONWEALTH OF PENNSYLVANIA :

: SS:

Allegheny County :

David Fix, being duly sworn (affirmed) according to law, deposes and says that he/she is President _____ of Exclusive Services Inc. _____
(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 _____ Exclusive Services Inc. _____ be able to prove the same at the hearing hereof.
(Name of Corporation)



Signature of Affiant

Sworn and subscribed before me on this
9th day of Feb
20 22 My Commission expires

3/22/2023
Commonwealth of Pennsylvania - Notary Seal
Lisa M. Sadler, Notary Public
Allegheny County
My commission expires March 22, 2023
Commission number 1135953



Signature of Official Administering Oath

Don Farr Moving

1200 Lebanon Rd, U520
West Mifflin, PA 15122

FIRST-CLASS



US POSTAGETM PITNEY BOWES



ZIP 15122 \$ 002.56⁰
02 7H
0001350499 FEB 10 2022

Secretary PA PUBLIC UTILITY Commission
400 NORTH STREET
2nd FLOOR
Harrisburg PA 17120

