

KIM & BAE P.C.

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JNQ LOGISTICS CORP.,
MICHAEL JEAN BAPTISTE, LLC and
MICHAEL JEAN BAPTISTE,

Plaintiffs,

-against-

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: ESSEX COUNTY
CIVIL ACTION

PTP LOGISTICS, HELEN SEO
(individually and collectively as CEO of
PTP Logistics), LINDY PARK and
JOHN & JANE DOES 1-10 and
ABC CORPORATIONS 1-10,

ESX – L – 4066 - 23

Defendants.

-----X
PTP LOGISTICS, LLC

Third-Party Plaintiff,

-against-

THIRD-PARTY COMPLAINT

QUANTAVIA HILBERT

Third-Party Defendant.

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Defendant and Third-Party Plaintiff PTP LOGISTICS, LLC by and through counsel,
KIM & BAE, P.C., alleges as follows against Third-Party Defendant QUANTAVIA HILBERT:

NATURE OF ACTION

1. This is an action to rescind a contract proffered fraudulently to Third-Party Plaintiff by the Plaintiffs in the main action and by the Third-Party Defendant and in the alternative to recover money damages for fraud and breach of contract.

2. Third-Party Plaintiff alleges that Third-Party Defendant used her status as a local elected official to participate in the transaction as an apparent partner of Plaintiffs to convince Third-Party Plaintiff to accept representations made by Plaintiffs to induce the contract.

3. Third-Party Defendant is a member of Plaintiffs' family and stands to receive direct and indirect financial benefit from the transaction.

PARTIES

4. Third-Party Plaintiff PTP LOGISTICS, LLC is a business organization registered to do business in the State of New Jersey and headquartered in East Rutherford, New Jersey.

5. Third-Party Defendant QUANTAVIA HILBERT is an individual residing in the State of New Jersey.

JURISDICTION

6. This Court has jurisdiction over this case because Third-Party Defendant is an individual who resides in the State of New Jersey and because the acts carried out complained herein took place in the State of New Jersey.

VENUE

7. Venue is proper in this Court because the cause of action arose in Bergen County.

FACTUAL BACKGROUND

8. For many years, Plaintiff Michael Jean Baptiste operated a trucking business in New Jersey, with a headquarters in the City of Orange, nominally through his corporate entity Plaintiff JNQ Logistics Corp. ("JNQ").

9. Meanwhile, Third-Party Plaintiff operated a similar business based in the City of East Rutherford.

10. In or about December 2022, Baptiste approached Third-Party Plaintiff's operations manager and proposed to sell his business, nominally held by Plaintiff JNQ, including its assets, customers and good will, to Third-Party Plaintiff for the sum of \$1 million.

11. Third-Party Defendant Quantavia Hilbert participated directly in the negotiations as an apparent principle and agent of Plaintiff JNQ, which negotiations took place in Bergen County.

12. On February 16, 2023, Plaintiffs signed an Asset Purchase Agreement ("APA") with Third-Party Plaintiff in Bergen County.

13. In the APA and the negotiations surrounding it, Plaintiff Baptiste, in his personal capacity and on behalf of Plaintiff JNQ, and Third-Party Defendant promised and represented, among other things: (1) to deliver five specific commercial vehicles with an expected fair market value of at least \$150,000 in condition for normal use in the trucking industry, and to pay for any initial repairs and inspection fees needed to make the vehicles fit for road use and (2) to transmit their complete list of trucking business customers for the sole and exclusive use of Third-Party Plaintiff's business, such list having an expected fair market value of at least \$850,000.

14. Third-Party Defendant Quantavia Hilbert made numerous willfully false representations to Third-Party Plaintiff PTP in connection with the negotiations surrounding the APA, including but not limited to the following:

- a. At an in-person meeting on December 29, 2022, at PTP Office in East Rutherford, Baptiste stated to PTP Operations Manager Daniel Jung that he owned more than 30 trucks. Baptiste never owned that many trucks. Third-Party Defendant supported and confirmed this representation, using her credibility as a local elected official to assuage Third-Party Plaintiff's doubts, while knowing the representation was materially false, intending to induce reliance thereupon.
- b. At in-person meetings on January 20, 2023, and again on January 23, 2023, and again on February 13, 2023, Baptiste stated to PTP Chief Executive Helen Seo that he would be transferring major direct customers Amazon and Cargomatic to Plaintiff. Third-Party Defendant supported and confirmed this representation, using her credibility as a local elected official to assuage Third-Party Plaintiff's doubts, while knowing the representation was materially false, intending to induce reliance thereupon. No direct customers at all, much less Amazon or Cargomatic, were transferred to Plaintiff.
- c. On February 13, 2023, Baptiste stated to Ms. Seo that he would deliver clients to PTP that would necessitate operating 50 trucks and would generate \$10 to \$15 million in annual revenue. Third-Party Defendant supported and confirmed this representation, using her credibility as a local elected official to

assuage Third-Party Plaintiff's doubts, while knowing the representation was materially false, intending to induce reliance thereupon. Baptiste's business could never have supported even a small fraction of those trucks or generated a small fraction of that revenue.

- d. On February 13, 2023, Baptiste showed Ms. Seo Plaintiff JNQ bank statements and payment records, which Baptiste placed on a table and then took back without providing a reasonable time for Plaintiff to review. He claimed these documents represented his current revenues and he claimed the revenues supported a multi-million-dollar stream of business, with each group of five trucks accounting for about \$1 million per year. These statements were willfully false and misleading. Baptiste also made false statements about the extent of his business with Cargomatic after similarly briefly showing Plaintiff correspondence with the company. Third-Party Defendant supported and confirmed this representation, using her credibility as a local elected official to assuage Third-Party Plaintiff's doubts, while knowing the representation was materially false, intending to induce reliance thereupon.
- e. Baptiste said at the meeting on February 13, 2023, that he would transfer all his current customers to PTP. He indicated that he had at least five large substantial accounts to be included. However, not only did he fail to transfer any customer accounts, PTP was not even able to effectively communicate with them. Third-Party Defendant supported and confirmed this representation, using her credibility as a local elected official to assuage

Third-Party Plaintiff's doubts, while knowing the representation was materially false, intending to induce reliance thereupon.

- f. Third-Party Defendant stated to Third-Party Plaintiff that Third-Party Defendant personally controlled the books and records of the company and stated to Third-Party Plaintiff that the company was doing very well, that she supported and agreed with everything Baptiste was saying at all the meetings discussing the transaction. On the City of Orange website, it states: "Today, Quantavia is the proud Owner of JMJB Film Production Company and JNQ Logistics Corp, which both operate in the City of Orange, New Jersey. As a fleet owner, she manages over a million-dollar annual budget, and recruits locally to provide employment options for her community. During the pandemic, she has donated food to over 1,000 residents in need of resources and care. Her logistics company has transported face masks and medical supplies to the communities of New York and New Jersey." See Exhibit A attached hereto. Third-Party Defendant induced Third-Party Plaintiff to rely upon these and other representations as a basis for agreeing on a transaction with Plaintiffs. However, Third-Party Defendant knew or should have known that JNQ did not do much business at all at the time of the transaction with Third-Party Plaintiff, and yet represented that as the keeper of all books the company was making millions of dollars and was doing very well, knowing Third-Party Plaintiff would rely on these statements in deciding whether to purchase the JNQ business.

15. A copy of the APA is attached hereto as **Exhibit B**.

16. On or about April 3, 2023, with deliveries of the trucks long overdue, Plaintiffs unilaterally insisted that they be permitted to replace some of the designated commercial vehicles with others of equal quality, and they agreed to pay any reasonable repair costs needed to make the vehicles fit for their intended purpose. Third-Party Defendant supported and confirmed this representation, using her credibility as a local elected official to assuage Third-Party Plaintiff's doubts, while knowing the representation was materially false, intending to induce reliance thereupon.

17. To date approximately \$110,581.34 in repair costs have been or soon will be incurred by them in regard to the five commercial vehicles, with at least one truck completely un-operational, and Plaintiffs have only reimbursed approximately \$6,700 of these costs, leaving none of the vehicles reliably fit for use without substantial additional payments from Plaintiff. The vehicles were not commercially fit as delivered.

18. Plaintiffs fraudulently misrepresented the fitness of the trucks they would deliver and their intention and ability to repair them, without which representations the Defendants would never have signed the APA. Third-Party Defendant supported and confirmed the representation of commercial fitness and repair on demand, using her credibility as a local elected official to assuage Third-Party Plaintiff's doubts, while knowing the representation was materially false, intending to induce reliance thereupon.

19. Third-Party Defendant is a prominent elected official in Orange, New Jersey. She attended all substantive meetings with Plaintiffs to discuss the transaction for the purpose of assuring Third-Party Plaintiff that Baptiste and his company were well known and highly regarded in Orange and that Third-Party Plaintiff could rely on their representations regarding the value of the business and the intentions and capabilities of the Plaintiffs.

20. Third-Party Plaintiff relied on Third-Party Defendant's presence as an assurance that Defendant Baptiste was telling the truth and would follow through on his undertakings. At in-person meetings on January 20, 2023, and again on January 23, 2023, and again on February 13, 2023, Hilbert specifically and repeatedly vouched for Baptiste's character and reputation and for the truth of the representations he made at that time to Plaintiff, as described above, knowing that Plaintiffs would expend monies in reliance on these representations.

21. To date Plaintiffs have never provided even one active customer to PTP.

22. Third-Party Defendant fraudulently misrepresented the condition and size of Plaintiffs' business at the time the asset transfer agreement was signed.

23. Third-Party Plaintiff subsequently learned that Defendants' business was largely inactive and had no significant current clients.

FIRST CAUSE OF ACTION
(Fraud and Rescission)

24. Third-Party Plaintiff repeats and re-alleges the foregoing allegations contained in the preceding paragraphs as if fully set forth herein.

25. Third-Party Defendant made material misrepresentations of fact regarding various commercial transactions in which they caused Third-Party Plaintiff to engage.

26. Third-Party Defendant intended to induce Third-Party Plaintiff to rely upon these misrepresentations, and Third-Party Plaintiff did rely upon them.

27. Third-Party Plaintiff expended significant sums and resources in reliance thereof.

28. Third-Party Plaintiff were damaged as a result of relying upon the misrepresentations, which were willful and malicious.

29. The APA is unenforceable on grounds of fraud and should be rescinded and restitution made.

30. Third-Party Plaintiff is entitled to recover damages against Third-Party Defendant in fraud.

31. The APA is also unenforceable on grounds of mutual mistake and unconscionability.

WHEREFORE, Third-Party Plaintiff respectfully requests that this Court enter a judgment:

- a. declaring that Third-Party Defendant intentionally defrauded Third-Party Plaintiff;
- b. declaring that Third-Party Defendant's fraud was willful;
- c. rescinding the APA;
- d. enjoining future acts of fraud by Third-Party Defendant;
- e. awarding Third-Party Plaintiff compensatory damages;
- f. awarding Third-Party Plaintiff liquidated damages;
- g. awarding Third-Party Plaintiff damages in restitution;
- h. awarding Third-Party Plaintiff punitive damages;
- i. awarding Third-Party Plaintiff pre- and post-judgment interest;
- j. awarding Third-Party Plaintiff reasonable attorneys' fees and costs; and
- k. awarding such other and further relief as the Court deems just and proper.

SECOND CAUSE OF ACTION
(Conversion)

32. Third-Party Plaintiff repeats and re-alleges the foregoing allegations contained the preceding paragraphs as if fully set forth herein.

33. Third-Party Defendant came into possession of property belonging to Third-Party Plaintiff.

34. Third-Party Defendant improperly took possession of such property and converted it to her own use without obtaining the agreement of or paying compensation to Third-Party Plaintiff.

35. As a result of this conversion of its property, Third-Party Plaintiff was damaged.

WHEREFORE, Third-Party Plaintiff respectfully requests that this Court enter a judgment:

- a. declaring that Third-Party Defendant intentionally converted property belonging to Third-Party Plaintiff;
- b. declaring that Third-Party Defendant's conversion was willful;
- c. enjoining future acts of conversion by Third-Party Defendant;
- d. awarding Third-Party Plaintiff compensatory damages;
- e. awarding Third-Party Plaintiff liquidated damages;
- f. awarding Third-Party Plaintiff punitive damages;
- g. awarding Third-Party Plaintiff pre- and post-judgment interest;
- h. awarding Third-Party Plaintiff reasonable attorneys' fees and costs; and
- i. awarding such other and further relief as the Court deems just and proper.

THIRD CAUSE OF ACTION
(Conspiracy)

36. Third-Party Plaintiff repeats and re-alleges the foregoing allegations contained in the preceding paragraphs as if fully set forth herein.

37. Third-Party Defendant agreed with Plaintiffs and others to take actions in furtherance of fraud, conversion and tortious interference with contract against Third-Party Plaintiff.

38. Third-Party Defendant took part in specific actions, to wit, fraud, conversion and tortious interference with contract in furtherance of their agreement inflicting a wrong against Plaintiff.

39. Third-Party Plaintiff was damaged as a result of this conspiracy.

WHEREFORE, Third-Party Plaintiff respectfully requests that this Court enter a judgment:

- a. declaring that Third-Party Defendant conspired to commit torts against Third-Party Plaintiff;
- b. declaring that Third-Party Defendant's conspiracy was willful;
- c. enjoining future acts of conspiracy by Third-Party Defendant;
- d. awarding Third-Party Plaintiff compensatory damages;
- e. awarding Third-Party Plaintiff liquidated damages;
- f. awarding Third-Party Plaintiff punitive damages;
- g. awarding Third-Party Plaintiff pre- and post-judgment interest;
- h. awarding Third-Party Plaintiff reasonable attorneys' fees and costs; and
- i. awarding such other and further relief as the Court deems just and proper.

FOURTH CAUSE OF ACTION
(Accounting)

40. Third-Party Plaintiff repeats and re-alleges the foregoing allegations contained in the preceding paragraphs as if fully set forth herein.

41. Third-Party Defendant has sole and exclusive control over business records relating to the APA.

42. Third-Party Plaintiff cannot determine the full extent of its damages without access to the books and records of the defendants.

43. Therefore, Third-Party Plaintiff seeks a court-ordered accounting of such books and records as they pertain to the marketing and sales of the goods at issue herein.

WHEREFORE, Third-Party Plaintiff respectfully requests that this Court enter a judgment:

- a. declaring that Third-Party Defendant have sole and exclusive control over important records relating to Third-Party Plaintiff' business operations;
- b. directing the appointment of an auditor who shall provide an accounting of such records to Third-Party Plaintiff;
- c. awarding Third-Party Plaintiff reasonable attorneys' fees and costs; and
- d. and awarding such other and further relief as the Court deems just and proper.

FIFTH CAUSE OF ACTION
(Breach of Fiduciary Duty and Duty of Loyalty)

44. Third-Party Plaintiff repeats and re-alleges the foregoing allegations contained in the preceding paragraphs as if fully set forth herein.

45. Third-Party Defendant stood in a position of trust vis-à-vis Third-Party Plaintiff in regard to the actions complained of herein.

46. Third-Party Defendant owed Third-Party Plaintiff a duty of loyalty as described herein.

47. Third-Party Defendant knew that Third-Party Plaintiff had granted them certain authority and accepted certain risks and costs.

48. Third-Party Defendant violated her fiduciary duty and her duty of loyalty to Third-Party Plaintiff.

49. Third-Party Plaintiff were damaged as a result of this violation.

WHEREFORE, Third-Party Plaintiff respectfully requests that this Court enter a judgment:

- a. declaring that Third-Party Defendants intentionally breached his fiduciary obligation to Third-Party Plaintiff and his duty of loyalty to Third-Party Plaintiff;
- b. declaring that Third-Party Defendant's actions were willful;
- c. enjoining future acts of breach of fiduciary duty by Third-Party Defendant;
- d. awarding Third-Party Plaintiff compensatory damages;
- e. awarding Third-Party Plaintiff liquidated damages;
- f. awarding Third-Party Plaintiff punitive damages;
- g. awarding Third-Party Plaintiff pre- and post-judgment interest;
- h. awarding Third-Party Plaintiff reasonable attorneys' fees and costs; and
- i. awarding such other and further relief as the Court deems just and proper.

SIXTH CAUSE OF ACTION

(Quantum Meruit, Unjust Enrichment, Constructive Trust and Rescission)

50. Third-Party Plaintiff repeats and re-alleges the foregoing allegations contained in the preceding paragraphs as if fully set forth herein.

51. Third-Party Defendant obtained property belonging to Third-Party Plaintiff, and earned income, without paying proper compensation to Third-Party Plaintiff.

52. Third-Party Defendant reaped profit from the wrongful disposition of Third-Party Plaintiff's property which was not paid to or shared with Third-Party Plaintiff.

53. Third-Party Defendant induced Third-Party Plaintiff to expend monies on contractual performance based on materially false representations of fact on which Plaintiff relied.

54. Third-Party Plaintiff were damaged as a result.

WHEREFORE, Third-Party Plaintiff respectfully requests that this Court enter a judgment:

- a. declaring that Third-Party Defendant has received and profited from the resale of valuable goods from Third-Party Plaintiff without paying appropriate compensation for them;
- b. declaring that Third-Party Defendant's actions were willful;
- c. enjoining future such actions by Third-Party Defendant;
- d. awarding Third-Party Plaintiff punitive damages;
- e. awarding Third-Party Plaintiff pre- and post-judgment interest;
- f. awarding Third-Party Plaintiff reasonable attorneys' fees and costs; and
- g. awarding such other and further relief as the Court deems just and proper.

Dated: November 13, 2023

KIM & BAE, P.C.
Attorneys for Third-Party Plaintiff

By: /s/ Andrew Miller
Andrew Miller, Esq.

VERIFICATION

I, Helen Seo, of full age, hereby certify:

I am the president of PTP LOGISTICS, LLC. Third-Party Plaintiff in the above-entitled matter. My responsibilities include monitoring the contractual agreements and financial records of PTP LOGISTICS, LLC. I have read the foregoing Third Party Complaint and certify that the allegations contained therein are true to the best of my knowledge, information and belief.

I certify that the foregoing statements are true. I am aware that if any statement made herein is willfully false, I am subject to punishment.

Dated: November 13th, 2023



Helen Seo

JURY DEMAND

Pursuant to N.J.S.A. 10:5-13, Third-Party Plaintiff demands a jury trial for all claims triable by jury.

Dated: November 13, 2023

KIM & BAE, P.C.
Attorneys for Third-Party Plaintiff

By: /s/ Andrew Miller
Andrew Miller, Esq.

DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4:25-4, Third-Party Plaintiff designates Christine M. Bae, Esq. of Kim & Bae, P.C., as trial counsel in this matter.

Dated: November 13, 2023

KIM & BAE, P.C.
Attorneys for Third-Party Plaintiff

By: /s/ Andrew Miller
Andrew Miller, Esq.

RULE 4:5-1 CERTIFICATION

I hereby certify that the matter in controversy is not the subject of any other action pending in any Court or pending arbitration proceeding and that such action or arbitration is not presently contemplated. I further certify that Third-Party Plaintiff is not currently aware of any other parties who should be joined in the action pursuant to R. 4:28 or who is subject to joinder pursuant to R. 4:29-1(b) because of potential liability to any party on the basis of the same transactional facts. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: November 13, 2023

KIM & BAE, P.C.

Attorneys for Third-Party Plaintiff

By: /s/ Andrew Miller
Andrew Miller, Esq.

RULE 1:38-7 CERTIFICATION

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

Dated: November 13, 2023

KIM & BAE, P.C.
Attorneys for Third-Party Plaintiff

By: /s/ Andrew Miller
Andrew Miller, Esq.

DEMAND FOR DISCOVERY OF INSURANCE COVERAGE

Pursuant to R. 4:10-2(b), demand is made upon Third-Party Defendant, with the service of this Third-Party Complaint, that they disclose to Third-Party Plaintiff whether or not there are any insurance agreements or policies under which any person or firm carrying on an insurance business may be liable to satisfy all or part of a judgment which may be entered in this action or indemnify or reimburse such Third-Party Defendant for payments to satisfy any judgment rendered herein and provide Third-Party Plaintiff with those insurance agreements or policies, including, but not limited to, any and all declaration sheets. This demand shall include not only primary coverage, but also excess, catastrophe and umbrella policies.

Dated: November 13, 2023

KIM & BAE, P.C.
Attorneys for Third-Party Plaintiff

By: /s/ Andrew Miller
Andrew Miller, Esq.

EXHIBIT A

Quantavia HilbertCity Council

Title: West Ward Councilmember

Phone: [\(201\) 341-2870](tel:(201)341-2870)ghilbert@orangenj.gov

Councilwoman Hilbert is a community advocate and business owner. Throughout her career, Quantavia has achieved nearly a decade of experience within Data management, Project Management, Mental and Community Health, Administration, Business Development, and Logistics. She has been credited with spearheading the restructuring compensation project as a Human Resource Assistant at UMDNJ, by the Joint Commission. Quantavia has fundraised for many charities and local agencies. Her dedication to the population living with disabilities has earned her the title of UN Advocate at the International Day of Persons with Disabilities, and a 30 Under 30 Award. Today, Quantavia is the proud Owner of JMJB Film Production Company and JNQ Logistics Corp, which both operate in the City of Orange, New Jersey. As a fleet owner, she manages over a million dollar annual budget, and recruits locally to provide employment options for her community. During the pandemic, she has donated food to over 1,000 residents in need of resources and care. Her logistics company has transported face masks and medical supplies to the communities of New York and New Jersey.

Councilwoman Hilbert has participated in many clothes drives, public safety initiatives, the local pantry, and mostly recently donated to the victims of displacement from house fires in Orange. She has voiced her support for school safety by campaigning for more speed bumps, cameras, and traffic enforcement. Quantavia has donated traffic cones and signage to assist local crossing guards while students commute. As a film producer, Quantavia has written and filmed movies in the City of Orange. She has documented events such as the Orange Black Lives Matter March and other events. The film production has worked with the Valley Arts District and Essex County College, to recruit local talent and filmmakers. She has served on the City of Orange Citizens Budget Advisory Committee, Affirmative Action Commission, a NY Human Rights Committee and as an Essex County Public Health Reserves member.

Quantavia is committed to projects that will bring more resources and partnerships, to develop a sustainable community for the youth, working families, seniors, and entrepreneurs of Orange.

See: <https://orangenj.gov/Directory.aspx?EID=89>

EXHIBIT B

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is entered into as of February 20, 2023 (the "Effective Date"), by and between, Michael Jean Baptiste, residing at 353 Lincoln Avenue, Apt. B9, Orange, NJ 07050-2397 ("Seller"), and PTP Logistics, located at 405 Murray Hill Pkwy, East Rutherford, NJ 07073 ("Buyer"). In consideration of the terms, covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. Purchase and Sale. Seller agrees to sell, convey, assign, deliver and transfer to Buyer, and Buyer agrees to purchase and acquire from Seller the following assets (the "Assets"):

a. Trucks:

- Make: 2014 Freightliner Model: Cascadia VIN: ~1701
- Make: 2015 Volvo Model: VNL300 VIN: ~8215
- Make: 2015 Freightliner Model: Cascadia VIN: ~2089
- Make: 2016 Kenworth Model: T680 VIN: ~3382
- Make: 2018 Freightliner Model: Cascadia VIN: ~7429

b. Customer List attached as Appendix A (TBD)

2. Assumption of Liabilities. Buyer will assume no liabilities, obligations, expenses or other commitments of Seller.

3. Purchase Price and Payment of Purchase Price. As full payment and consideration for the purchase of the Assets, Buyer agrees to pay Seller a total purchase price of \$1,000,000 (one million dollars). \$300,000 (three hundred thousand dollars) shall be paid by February 28, 2023, and the balance of the remaining \$700,000 (seven hundred thousand dollars) shall be paid every month until balance is paid off. Payments of \$30,000 (thirty thousand dollars) will be paid every month starting March 30, 2023, as long as there are no breaches in the Agreement.

Upon receipt of the initial \$300,000 (three hundred thousand dollars), Seller shall convey, assign, deliver and transfer to Buyer the Assets, including the Certificates of Title of all five trucks, to Buyer.

4. Closing. The Closing shall occur on February 20, 2023 or at such later date as the parties may mutually agree, at which time the initial \$300,000 (three hundred thousand dollars), shall be delivered by Buyer to Seller, and Seller shall deliver the Assets to Buyer.

5. Confidentiality. The parties agree that the financial terms and conditions of this Agreement including, but not limited to, any and all information provided by one party to the other party, are strictly confidential. Neither party will knowingly publicize or disclose or cause or knowingly permit or authorize the publicizing or disclosure of the financial terms and conditions of this Agreement for any reason, at any time, without the prior written consent of the other party, except as required by law. Notwithstanding the above, the parties

may disclose information to their counsel, personal tax advisor or as may be required by law. The parties agree, to the extent not prohibited under law, to instruct those to whom disclosure is allowed under this Agreement that its terms are confidential and must not be further disclosed.

6. Obligation Not to Solicit and Not to Compete.

(a) Seller agrees not to solicit or otherwise seek to hire, cause, encourage, or attempt to encourage (i) any former or current sales agent or employee or contractor of Buyer or any successor thereto, or (ii) any current or former sales agent or employee or contractor of Seller to become a sales agent or employee or contractor of any other person or entity (other than Buyer or an affiliate or successor thereof).

(b) Seller will not knowingly contact, solicit the business of, or accept orders from, any customer for the purpose of moving such customer from Buyer or switching such customer to another provider that competes with Buyer.

(c) The obligations of Seller not to solicit as set forth in this Section shall continue for a period of five years from the Closing Date.

(d) For five years following the Closing, Seller will not, directly or indirectly, whether alone or with any other person, (a) sell products or services comparable to the products or services Buyer provides to any of its customers, or that Seller reasonably should know is undertaking to become engaged in competition with Buyer or (b) own an interest in, operate, join, control, or participate as a partner, director, principal, officer, or agent of, enter into the employment of, or act as a consultant to, any entity whose business consists of selling products or services similar to those products sold or services offered by Buyer.

(e) Seller acknowledges that if Seller breaches or threatens to breach Seller's covenants and agreements in this Section 6, then Seller's actions may cause irreparable harm and damage to Buyer that could not be adequately compensated in damages. Accordingly, if Seller breaches or threatens to breach this Agreement, then Buyer will be entitled to injunctive relief in addition to any other rights or remedies of Buyer under this Agreement or otherwise.

(f) If any restrictive covenant of this Section 6 is held by any court to be invalid, illegal or unenforceable, either in whole or in part, then such invalidity, illegality or unenforceability will not affect the validity, legality or enforceability of the remaining provisions or covenants of this Agreement, all of which will remain in full force and effect to the maximum extent allowed by law. Without limiting the foregoing, although the parties have, in good faith, used their best efforts to make the provisions of Section 6 reasonable in terms of geographic area, duration and scope of restricted activities in light of Buyer's business activities, and it is not anticipated, nor is it intended, by any party hereto that a court of competent jurisdiction would find it necessary to reform the provisions hereof to make them reasonable in terms of geographic area, duration or otherwise, the parties understand and agree that if a court of competent jurisdiction determines it necessary to reform the scope of Section 6 or any part thereof in order to make it binding and enforceable, such provision shall be considered divisible in all respects and such lesser scope as any such court shall determine to be reasonable shall be effective, binding and enforceable.

7. Representation and Warranties of Buyer. Buyer warrants and represents to Seller:

(a) that the within Agreement is a valid and binding obligation of Buyer, and that Buyer has the ability to enter into and consummate this Agreement;

(b) that Buyer shall, at Closing, have the funds necessary to consummate the transaction contemplated by this Agreement; and

(c) Buyer acknowledges that if Buyer breaches or threatens to breach Buyer's covenants and agreements in this Section 7, then Buyer's actions may cause irreparable harm and damage to Seller that could not be adequately compensated in damages. Accordingly, if Buyer breaches or threatens to breach this Agreement, then Seller will be entitled to injunctive relief in addition to any other rights or remedies of Seller under this Agreement or otherwise.

8. Representation and Warranties of Seller. Seller warrants and represents to Buyer:

(a) Seller has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder. This Agreement as delivered at the Closing, to which Seller is a signatory, will be duly authorized, executed and delivered by, and a valid and binding agreement of, Seller who is a signatory thereto, enforceable in accordance with their respective terms, and no further action, approvals or consents are necessary on the part of Seller, nor is it necessary for Seller to obtain any actions, approvals or consents from any third persons, governmental or other to make this Agreement valid and binding upon and enforceable against Seller in accordance with their respective terms, or to enable Seller to perform this Agreement and the transactions contemplated thereby.

(b) The Customer List attached hereto as Appendix A is a full and complete list of customers of Seller.

(c) Seller warrants that all five trucks are in good and working condition.

(d) Seller has, and at the Closing, will convey to Buyer, good and marketable title to the Assets free and clear of all legal claims, liens, pledges, leases, charges, encumbrances, equities, claims, conditional sale contracts, security interests, or any other interests or imperfections of title of any nature whatsoever.

(e) Seller has not been and is not now in violation of any federal, state or local laws, regulations or orders of the laws of the countries comprising the Territory.

(f) There are no claims, actions, suits, proceedings or investigations, judicial or administrative, pending, involving or, threatened against or affecting either Seller or the Assets or that seek to restrain, prohibit or invalidate the transactions contemplated by this Agreement or that might materially affect the right of Buyer to own the Assets. Seller does not know of any basis for any such action, suit, proceeding or investigation.

(g) Seller acknowledges that if Seller breaches or threatens to breach Sellers

covenants and agreements in this Section 8, then Seller's actions may cause irreparable harm and damage to Buyer that could not be adequately compensated in damages. Accordingly, if Seller breaches or threatens to breach this Agreement, then Buyer will be entitled to injunctive relief in addition to any other rights or remedies of Buyer under this Agreement or otherwise.

9. Covenants of Seller Pending Closing. Seller covenants and agrees that, from and after the execution and delivery of this Agreement and through the Closing Date:

(a) All of the representations, warranties and covenants of Seller contained in the foregoing paragraphs hereof shall be true and correct, and shall not have been breached, on and as of the Closing. All of the representations, warranties and covenants contained in the foregoing paragraphs shall survive the Closing.

(b) Seller will continue to carry on its business in the ordinary course diligently and substantially in the same manner as heretofore conducted. Seller will not take any action that would cause any of the representations and warranties made by Seller in this Agreement not to be true and correct in all material respects on and as of the Closing Date, with the same force and effect as if made on and as of the Closing Date. Seller will use commercially reasonable efforts to preserve Seller's business intact and to preserve Seller's relationships with employees, customers, clients, vendors, representatives, agents, creditors, subcontractors and suppliers and others having business relationships with Seller and/or Seller's business in the Territory. The other, more specific provisions of this Section shall in no way limit the generality of this subsection.

(c) Seller will not sell or otherwise transfer, or grant any security or other interest in, the Assets to any other person or entity.

10. Representations, Warranties and Covenants True as of Closing Date. All of the representations, warranties and covenants contained in paragraphs 8 and 9 hereof shall be true and correct, and shall not have been breached, on and as of the closing date. All of the representations, warranties and covenants contained in paragraphs 8 and 9 shall survive the closing.

11. Attorneys, Brokers, Consultants. The parties hereto warrant that no person or entity can properly claim a right to a commission, finder's fee, or other compensation based upon the acts of that party with respect to the purchase and sale contemplated herein and each party hereby agrees to mutually indemnify and hold the other harmless from any and all claims, liabilities, costs, including attorney fees, expense and commissions, resulting from any claim for a commission, fee or other compensation by any party or entity based upon those acts.

12. Indemnification.

(a) Seller hereby indemnifies, defends and holds harmless Buyer and its representatives, stockholders, controlling persons and affiliates (the "Buyer Indemnified Parties") for, and will pay to the Buyer Indemnified Parties the amount of, any loss, liability, claim, damage (including incidental and consequential damages), expense (including costs of investigation and defense and reasonable attorneys' fees) or diminution of value, whether or not

involving a third-party claim (collectively, “Damages”), arising, directly or indirectly, from or in connection with: (i) any breach of any representation or warranty made by Seller in this Agreement or any certificate or document delivered by Seller pursuant to this Agreement; (ii) any breach by Seller of any covenant or obligation of Seller in this Agreement; (iii) any claim by any person for brokerage or finder’s fees or commissions or similar payments based upon any agreement or understanding alleged to have been made by such person with Seller (or any Person acting on its behalf) in connection with any of the transactions contemplated by this Agreement; or (iv) the failure of Seller to assume, pay, perform and discharge Seller’s liabilities.

(b) Seller will indemnify Buyer from and against the entirety of any adverse consequences Buyer may suffer to the extent resulting from, arising out of, relating to, or caused by, any lawsuit or other legal proceeding to which Seller is now, or may hereafter become, a party provided such lawsuit or legal proceeding relates to the business prior to closing and is not related to an obligation assumed by Buyer under this Agreement.

(c) If the consent of any person or entity to the assignment of any of the contract by Seller to Buyer as contemplated by this Agreement is required by the terms of such contract, and such consent has not been obtained by Seller and delivered to Buyer at or prior to the Closing, Seller will indemnify Buyer from and against the entirety of any adverse consequences Buyer may suffer to the extent resulting from, arising out of, relating to, or caused by the failure of Seller to obtain such consent prior to the Closing.

(d) Buyer will indemnify Buyer and its representatives, stockholders, controlling persons and affiliates (the “Seller Indemnified Parties”) from and against the entirety of any Damages incurred or suffered by the Seller Indemnified Parties arising out of (i) any misrepresentation or breach of warranty, covenant or agreement made or to be performed by Buyer pursuant to this Agreement; or any claim by any person for brokerage or finder’s fees or commissions or similar payments based upon any agreement or understanding alleged to have been made by such person with Seller (or any person acting on its behalf) in connection with any of the transactions contemplated by this Agreement.

13. Notices. Any notices or other communication between the parties hereto shall be in writing and shall be delivered personally or by United States mail and shall be deemed delivered upon receipt if sent by personal delivery, and three (3) business days after deposit if set by United States mail certified return receipt requested. Such notices or communications shall be sent to the following addresses:

(a) if to Buyer:

405 Murray Hill Pkwy, East Rutherford, NJ 07073

or at such other address or addresses as may have been furnished in writing by Buyer to Seller

and

(b) if to Seller:

170 Scotland Road #S1, Orange, NJ 07050

or at such other address or addresses as may have been furnished in writing by Seller to Buyer.

14. Survivorship. The representatives, covenants and obligations of the parties as set forth in this Agreement shall survive the closing of the title hereunder.

15. Binding Effect. All of the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto and their successors and assigns, respectively.

16. Governing Law. The parties hereto expressly agree that this Agreement will be governed by, interpreted under, and construed and enforced exclusively in accordance with the laws of the State of New Jersey.

17. Entire Agreement. This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter herein and expressly supersedes all prior written and oral agreements and understanding between the parties hereto with respect to the subject matter hereof. This Agreement may not be amended or modified unless so modified in writing by the parties.

18. Severability. If any provision of this Agreement is, becomes or is deemed invalid, illegal or unenforceable in any jurisdiction, such provision shall be deemed amended to conform to the applicable laws so as to be valid and enforceable, or, if it cannot be so amended without materially altering the intention of the parties hereto, it shall be stricken and the remainder of this Agreement shall remain in full force and effect.

19. Paragraph Headings. The headings of the several paragraphs of this Agreement are inserted solely for convenience of reference and are not part of and are not intended to govern, limit or aid in the construction of any term or provision herein.

20. Counterparts. This Agreement may be executed simultaneously in any number of counterparts each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Electronic, facsimile, or photocopied signatures shall be considered as valid signatures.

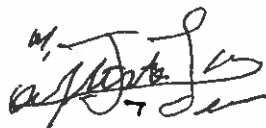
21. Waiver. No waiver by a party of any breach of or default under this Agreement shall be deemed to be a waiver of any other breach or default of any kind or nature, whether or not such party knows of such breach or default at the time it or his accepts such payment or performance. No failure or delay on the part of a party to exercise any right it or he may have with respect to this Agreement shall prevent the exercise thereof by such party at any time such other party may continue to be so in default, and no such failure or delay shall operate as a waiver of any default. A failure by either party to insist upon strict compliance with any of the terms of this Agreement in any instance shall not be construed as a

waiver of such terms in the future.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement dated and effective as of the date first set forth above.

SELLER:

BUYER:



BY: Michael Jean Brubaker / Title
CEO

BY: Helen Seo / Title
CEO

Date: 2-16-23

Date: 2-16-2023

APPENDIX A

4/3/23, 1:08 PM

PTP Logistics, LLC Mail - h



Jean Michael <jean@ptplogisticsus.com>

h

1 message

Jean Michael <jean@ptplogisticsus.com>
To: Jean Michael <jean@ptplogisticsus.com>

Mon, Apr 3, 2023 at 1:05 PM

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On Monday, April 3, 2023 at 1:00 PM JNQ Logistics

Where as, an amendment is required to update the original contract which was signed on February 16, 2023, Where as, truck units have been replaced to provide fully operable vehicles to the Buyer, to ensure the terms are upheld in paragraph 8 section b.,

Where as, in paragraph 1 section a. Trucks, there is a list of the assets. The new list of equipment (Assets) for this purchase and title exchange process are as follows:

MAKE: 2014 FREIGHT MODEL: CASCADIA WHITE VIN: 1701
MAKE: 2015 VOLVO MODEL: VNL300 RED VIN: 8215
MAKE: 2015 FREIGHT MODEL: CASCADIA WHITE VIN: 4248
MAKE: 2015 FREIGHT MODEL: CASCADIA 125 RED VIN: 5372
MAKE: 2015 FREIGHT MODEL: 113 BLUE VIN: 5722

All sales are final, and will only be repairs by the Seller, based on the mechanics findings. The Seller will cooperate with full inspections. After fix all the trucks the seler not reponsable on any trucks problems.

This modification is found to be agreeable between the Seller and the Buyer, and should be honored thus forth as the current purchase agreement as of the date of signature.

Date:

Signature:

Signature:

Quantavia Hilbert

JNQ LOGISTICS CORP

170 Scotland Rd Ste 1

Orange, NJ 07050

(973) 573 - 3808