

LAW OFFICES

SCHINDEL & COOPER

KALMAN S. SCHINDEL
HYLAN COOPER
ANDREW M. SCHINDEL
STEPHEN F. SCHINDEL

450 SEVENTH AVENUE, NEW YORK, N. Y. 10001

212 244-6575

November 20, 1979

Mr. James J. Mc Carthy
Chief of Insurance
Pennsylvania Public Utility Commission
Commonwealth of Pennsylvania
Bureau of Transportation
P.O. Box 3265, Harrisburgh, Pa. 17120

A.94076

Re: Glose Moving & Storage, Inc.
Allentown, Pa.

Dear Mr. McCarthy:

We are interested in ascertaining the name of the body injury
and property damage insurers for the captioned motor carrier.

Your advice with reference to this matter would be greatly
appreciated.

Very truly yours,

SCHINDEL & COOPER

Andrew M. Schindel

Andrew M. Schindel

9/8/80

AMS:e1

DOCUMENT
FOLDER

RECEIVED
NOV 26 1979
BUREAU OF TRANSPORTATION
PUBLIC UTILITY COMM.



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P. O. BOX 3265, HARRISBURG, Pa. 17120

August 1, 1986

A-00094076

IN REPLY PLEASE
REFER TO OUR FILE

Glose Moving & Storage, Inc.
1302 N. Sherman Street
Allentown, PA 18103

Dear Sir:

An audit of our tariff files has identified a number of common carriers with non cost justified volume-based discounts contained in tariffs currently on file with this Commission. While the rates contained in tariffs may be legally collected, it does not follow that such discriminatory rate provisions are lawful.

The basic jurisdiction over motor carrier rates of this Commission is found in Title 66 of the Pennsylvania Consolidated Statutes §1301. This states in part . . .

"[E]very rate made, demanded, or received by any public utility, or by any two or more public utilities jointly, shall be just and reasonable," . . .

Equally as important in the area of rate regulations is the provision at 66 PA Consolidated Statutes §1304 which deals with the area of discrimination in rates. This subsection states in part . .

"No public utility shall, as to rates, make or grant any unreasonable preference or advantage to any person, corporation, or municipal corporation, or subject any person, corporation, or municipal corporation to any unreasonable prejudice or disadvantage. No public utility shall establish or maintain any unreasonable difference as to rates, either as between localities or as between classes of service." . . .

DOCUMENT
FOLDER

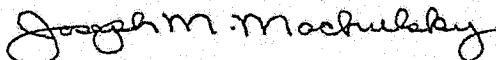
DOCKETED
AUG 6 1986

It is the opinion of the Bureau of Transportation, that non cost justified volume discount rates by motor carriers do not conform with the intent of the previously cited regulations.

An opportunity is being afforded you to voluntarily remove the discriminatory provisions from the aforementioned tariffs within 30 days of the date of this letter. If you fail to comply, the Commission will issue a Rule To Show Cause Order as to why the discriminatory provisions should not be removed.

If you have any questions or need any clarification as to the status of tariffs on file, please notify me at (717) 787-5521.

Sincerely,



Joseph M. Machulsky, Chief
Financial Document Section
Bureau of Transportation
Pa. Public Utility Commission

REQUEST FOR ENFORCEMENT OFFICER ASSISTANCE

TO BE TYPED BY REQUESTER:

S & C USE ONLY.

Requester's Name Joseph M. Machulsky

Date 2/2/90

Respondent Glose Moving & Storage, Inc.

Assignment No. H-015-90

Street 1302 N. Sherman St.

Phone No. of Respondent _____

City Allentown

Enforcement Officer ADOMAITIS

County Lehigh

District Harrisburg

State & Zip Code PA-18103

PUC Docket No. A-00094076

ACTION REQUESTED

TRANSFER OF RIGHTS

Please refer to attached memo and obtain requested information, sign memo and return as soon as possible.

DELIVERY OF DOCUMENTS, ETC.

Type of Document 1989 Annual Report

Unclaimed mail - Please deliver and have the respondent sign bottom of this form and return same with your report. NOTE: If at all possible, the correct business mailing address of respondent would be appreciated.

Returned Checks

- 1) Check # _____ in the amount of \$ _____ was returned.
- 2) Check # _____ in the amount of \$ _____ was returned.

Please obtain a certified check or money order to replace the attached check which will be returned when proper payment is received.

Other - Please have enforcement officer deliver the attached to respondent, etc. and have same sign the bottom of this form and return with your comments.

Investigator's Report:

DOCUMENTS DELIVERED TO RESPONDENT, 2-15-90,
11:50 A.M. & SIGNED FOR BELOW.

NOTE: THE ABOVE LISTED ADDRESS IS THE PHYSICAL ADDRESS
FOR THE COMPANY. POST OFFICE WILL NO LONGER DELIVER TO THIS
ADDRESS. THE CORRECT ADDRESS IS: P.O. BOX 2185

LEHIGH VALLEY, PA 18001

Respondent's Signature: Joseph M. Machulsky

Date: 2/15/90

Enforcement Officer's Signature: D.F. Adomaitis

Date: 2-15-90

NOTIFICATION OF ADDRESS CHANGE

NAME Globe Moving Storage Inc Docket No. A- 44076

TRADE NAME (SAME)

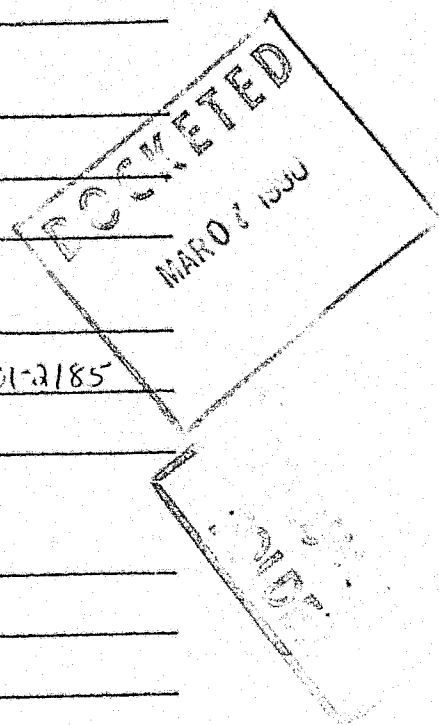
OLD ADDRESS 1302 N. STEPMAN ST.
ALLENTOWN, PA 18102

NEW ADDRESS P.O. Box 2185
LEHIGH VALLEY, PA 18001-2185

PHYSICAL ADDRESS 1302 N. STEPMAN ST
ALLENTOWN, PA 18102

TELEPHONE # (215) 435-3501

SIGNATURE Rocky T. Christ, Treasurer Date 3/1/90



RETURN TO: Pennsylvania Public Utility Commission
Bureau of Transportation
P. O. Box 3265
Harrisburg, Pa. 17120

SOURCE OF CHANGE:

1. RECORD SECTION fj
2. INSURANCE VB
3. DOCKET ROOM _____

NOTIFICATION OF ADDRESS CHANGE

NAME GLORY MEDICAL STORAGE INC Docket No. A- 44070

TRADE NAME (SAME)

OLD ADDRESS Box N Sikeston St.
ALLEGANY, PA 15102

NEW ADDRESS P.O. Box 3185
LEHIGH LAKE, PA 1801-3185

PHYSICAL ADDRESS Box N Sikeston St.
ALLEGANY, PA 15102

TELEPHONE # (215) 435-3501

SIGNATURE Ricky T. Wheat, Treasurer Date 3/1/90

RETURN TO: Pennsylvania Public Utility Commission
Bureau of Transportation
P. O. Box 3265
Harrisburg, Pa. 17120



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P O BOX 3265, HARRISBURG, Pa 17120

MAR 30 1989

IN REPLY PLEASE
REFER TO OUR FILE

TK A-00094076
GLOSE MOVING & STORAGE, INC.
1302 N. SHERMAN ST.
ALLENTOWN PA 18103

Your petition for an extension of time in which to file the 1988 Annual Report of the above-docketed carrier with the Pennsylvania Public Utility Commission is hereby granted.

The period for timely filing of the 1988 Annual Report is extended to May 1, 1989.

Failure to file the Annual Report within the extension period may result in the imposition of penalties, which could include cancellation of the carrier's certificate or permit as provided by law.

Very truly yours,

Joseph M. Machulsky, Chief
Financial Document Section

JMM:dmm

cc: (P.U.C.) File Section ✓
Annual Report Section

Contact Persons: J. C. Keiter (717) 783-3839
C. J. Ditchey (717) 783-5938
E. R. Hawk (717) 783-1763

DOCU
FOLDER

DOCKETED
APR 5 1989

COURTEOUS-DEPENDABLE MOVERS



ALLENTOWN, PENNSYLVANIA

PHONE: 215-435-3501

TM

March 23, 1989

Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17120
Attn: John C. Keiter

Dear Mr. Keiter:

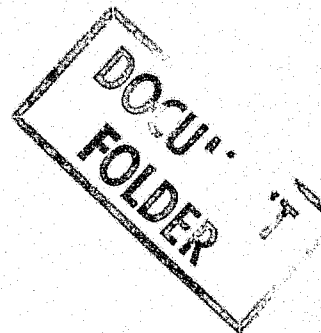
We have recently acquired Glose Moving & Storage, Inc. PUC#94076. Since we are unfamiliar with some of the State regulations and deadlines for reporting, we would like to file for a 30 day extension on the deadline for the annual report. The assessment report (M7-88) will be field on time. Please advise us on this matter.

Thank you for your assistance.

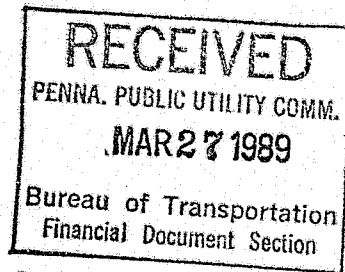
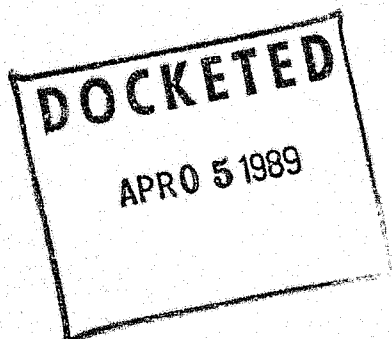
Sincerely,

A handwritten signature in cursive that reads "Ricky T. Christ".

Ricky T. Christ
Controller



RTC/lp



O'BRIEN'S-GLOSE MOVING & STORAGE

22 N. SHERMAN STREET, ALLENTOWN, PENNSYLVANIA 18103
215-435-3501

O'BRIEN'S MOVING & STORAGE

121 S. 2ND STREET, READING, PENNSYLVANIA 19602
215-374-8341



O'Brien's Moving & Storage

121 S. 2nd Street, Reading, Pennsylvania 19602
Tel. (215) 374-8341

O'Brien's-Glose Moving & Storage

1302 N. Sherman Street, Allentown, Pennsylvania 18103
Tel. (215) 435-3501

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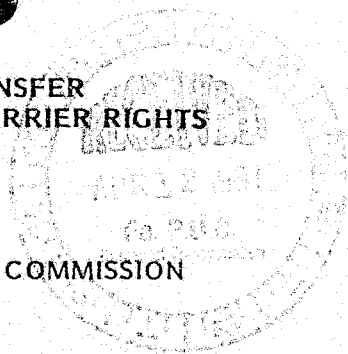
APR 11 1991

SE
APR 11 1991

PA P.U.C. Transfer
Application for
Checkerboard Van to
Glose Moving & Storage, Inc.



APPLICATION FOR APPROVAL OF TRANSFER
AND EXERCISE OF COMMON OR CONTRACT CARRIER RIGHTS



BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Glose Moving & Storage, Inc.
(Applicant/Transferee-Buyer)

for approval of the transfer and to exercise the right

as a Common carrier, described at Docket
(common-contract)

No. A100172, Folder No. _____, issued to

Arthur W. Miller, t/a Checkerboard Van
(Transferor-Seller)

for transportation of Property
(persons-property)

PUC USE ONLY

Docket No. A-94076

Folder No. 1, Am-A

DOCKETED
APPLICATION DOCKET
APR 22 1991
ENTRY No. mw

DOCUMENT
FOLDER

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

1. Glose Moving & Storage, Inc.
(Full and correct name of applicant/transferee)

APPL: A-94076

2. O'Brien's-Checkerboard Van
(Trade name, if any)

COMPL. active
E 500 paid

MVIC. ✓

The trade name has been registered with the Secretary of the
(has or has not) *See below*

CHECKED BY mw

Commonwealth on April 1991 (attach copy of stamped registration form.)
(date)

3. 1302 N. Sherman St.
(Business Street Address)

P.O. Box 2185
Lehigh Valley, PA 18001
(P.O. Box, if any)

Allentown Lehigh PA 18103 215-435-3501
(City) (County) (State) (Zip) (Telephone)

*4/19/91 talked with Dept of State has not been registered to corp name put to the individual, Richard Gordon
4/19/91 called Richard Gordon
4/19/91 Richard Gordon advised firm could not use trade name.*

F. 1 AMENDMENT A

9. If applicant, its stockholders or partnership members are in control of or affiliated with any other carrier, state name of carrier(s), Docket Number(s) and nature of control or affiliation.

1. O'Brien's Delivery Service, Inc., A73510 - Richard S. Jordan owns 100%
of stock.

2. Agent for Allied Van Lines.

10. Applicant proposes to acquire All of the operating rights now held
(all or part)
by transferor. Attach sheet describing rights to be transferred to applicant
and rights to be retained by transferor, if any. If any rights are to be omitted,
give reasons.

11. The reason for the transfer is applicant wishes to purchase Checkerboard Van from
Arthur W. Miller.

12a. The following must be attached:

- Sales Agreement. - See attached copy.
- List of equipment to be used to render service. (summarize by type) See attached copy.
- Operating authority to be transferred/retained. - See attached copies.
- Statement of Financial Condition. - See attached P.U.C. report.
- Statement of unpaid business debts of transferor and how they will be satisfied. - None
- Statement of safety program. - See attached copy.
- Statement of transferee's experience. - See attached copy.

b. Attach the following, as appropriate (check those attached):

- Partnership Agreement.
- Trade Name registration certificate.
- Certificate of Incorporation. (Pa. Corporation only) - See attached copy.
- Certificate of Authority. (Foreign ((out-of-state)) Corporation only)
- Statement of corporate charter purpose. (corporations only)
See paragraph #3 of PA Certificate of Incorporation.
- List of corporate officers and stockholders. (corporations only) - See list under #8.
- Copy of short form certificate showing date of death of transferor and name of executor
or administrator/administratrix.

13. Transferor attests that all general assessments and fines are paid, that no annual reports are due and agrees to continue to render the service which is to be transferred until this application is approved, whereupon transferor will surrender said certificate or permit for cancellation.
14. Transferee agrees to assume and pay any General Assessments that may be made against transferor as a common carrier for any and all operating periods up to the actual date of the transfer.

WHEREFORE, Transferee and Transferor request that the Commission grant the Transfer.

Transferee sign here: Richard Jordan 3/8/91
(each partner must sign) (Date)
(Corporate Seal)

Transferor sign here: Arthur W. Miller 3-8-91
(Corporate Seal)

THIS MUST BE COMPLETED BY NOTARY PUBLIC
AFFIDAVIT OF TRANSFEREE/APPLICANT (Natural Person)

COMMONWEALTH OF PENNSYLVANIA :
: SS:
_____ County :

_____, 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 knowledge, information and belief and he expects to be able to prove the same at the hearing hereof.

Signature of Affiant

Sworn and subscribed before me this _____
day of _____ 19 _____
My Commission Expires _____

Signature of Official Administering Oath

AFFIDAVIT OF TRANSFEREE/APPLICANT (Corporation)

COMMONWEALTH OF PENNSYLVANIA :
: SS:
Lehigh County :

Richard S. Jordan, being duly sworn (affirmed) according to law, deposes and says that he is resident of Globe Moving & Storage, Inc.
(Office of Affiant) (Name of Corporation)

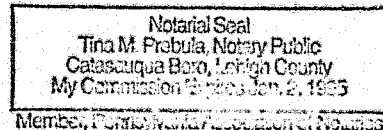
that he is authorized to and does make this affidavit for it; and that the facts above set forth are true and correct; or are true and correct to the best of his knowledge, information and belief and that he expects the said Globe Moving & Storage, Inc. to be able to prove the same
(Name of Corporation)

the same at the hearing hereof.

Richard S. Jordan
Signature of Affiant

Sworn and subscribed before me this 8th
day of March 19 91
My Commission Expires 1/2/95

Tina M. Prohala
Signature of Official Administering Oath



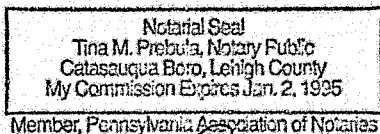
THIS MUST BE COMPLETED BY NOTARY PUBLIC
AFFIDAVIT OF TRANSFEROR/SELLER (Natural Person)

COMMONWEALTH OF PENNSYLVANIA :
: ss:
Lehigh County :

Arthur W. Miller, 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 knowledge, information and belief and he expects to be able to prove the same
at the hearing hereof.

Arthur W. Miller
Signature of Affiant

Sworn and subscribed before me this 8th
day of March 19 91
My Commission Expires 1/2/95



Tina M. Prebula
Signature of Official Administering Oath

AFFIDAVIT OF TRANSFEROR/SELLER (Corporation)

COMMONWEALTH OF PENNSYLVANIA :
: ss:
_____ County :

_____, being duly sworn (affirmed) according to law,
deposes and says that he is _____ of _____;
(Office of Affiant) (Name of Corporation)

that he 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 knowledge, information and belief
and that he expects the said _____ to be able to prove the
(Name of Corporation)
same at the hearing hereof.

Signature of Affiant

Sworn and subscribed before me this _____
day of _____ 19 _____.
My Commission expires _____

Signature of Official Administering Oath

8. Glose Moving & Storage, Inc. Corporate Officers.

President - Richard S. Jordan
736 So. Cotton Wood Rd.
Walnutport, PA 18088

Owns 100% of 100 shares of stock.

Secretary - Joseph Weber
681 Willow Drive
N. Catasauqua, PA 18032

Treasurer - Ricky Christ
1984 D
Valley Park East
Bethlehem, PA 18017

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

Public Meeting held April 27, 1977
Harrisburg, PA 17120

Commissioners Present:

Michael Johnson, Acting Chairman
Robert K. Bloom
Helen B. O'Bannon

*PLEASE NOTE: ALL OF THE
ATTACHED RIGHTS ARE
BEING TRANSFERRED.*

Application Docket Nos. 100172 and 98931 - CN 7702/0210 - Application of Arthur W. Miller, t/a Checkerboard Vans, to acquire by transfer all of the rights held by Claude L. Walker and Alice H. Walker, his wife, tenants by entireties, t/a Checkerboard Vans at A. 98931.

O R D E R

BY THE COMMISSION:

By application docketed February 14, 1977, Arthur W. Miller, t/a Checkerboard Vans, seeks to acquire by transfer all of the rights granted by this Commission to Claude L. Walker and Alice H. Walker, his wife, tenants by entireties, t/a Checkerboard Vans at A. 98931.

Having reviewed the proceedings involved herein, we find the applicant to be fit to hold a certificate of public convenience and that approval of the application is necessary; THEREFORE,

NOW, to wit, April 27, 1977,

IT IS ORDERED: That the application filed by Arthur W. Miller, t/a Checkerboard Vans at A. 100172 be approved and that a certificate be issued to the applicant granting the following rights:

1. To transport, as a Class D carrier, property between points in the borough of Tamaqua, Schuylkill County, and within ten (10) miles by the usually traveled highways of the limits of said borough.
2. To transport, as a Class D carrier, household goods and office furniture, stock and fixtures, showcases and racks in use and merchandise sold and purchased in bulk from the borough of Tamaqua, Schuylkill County, to other points in Pennsylvania, and vice versa.
3. To transport, as a Class D carrier, meats and meat products shipped to the borough of Tamaqua, Schuylkill County, in carload lots by Hormel & Company, John Morrell & Company and Columbus Packing Company to points within fifty (50) miles by the usually traveled highways of the limits of the said borough.

in the city of Pottsville, Schuylkill County.

5. To transport, as Class C carrier, uncrated furniture, oil, gasoline tanks and pumps from points in the city of Pottsville, Schuylkill County, to points within twenty (20) miles by the usually traveled highways of the city limits.
6. To transport, as Class D carrier, household goods in use, from points in the city of Pottsville, Schuylkill County, to other points in Pennsylvania, and vice versa.
7. To transport, as a Class D carrier, shirts and skirt making material for the Onyx Blouse Company between its factories in Pottsville, New Philadelphia and Orwigsburg, Schuylkill County.
8. To transport, as a Class D carrier, surplus commodities for the Department of Property and Supplies from points in the city of Pottsville, Schuylkill County, to points in the counties of Schuylkill, Northumberland, Berks and Dauphin;

subject to the following conditions:

FIRST: That the approval hereby given is not to be understood as committing the Commission in any proceedings that may be brought before it for any purpose, to fix a valuation on the property and rights to be acquired by applicant from the present certificate holder equal to the consideration to be paid therefor, or equal to any value that may be placed thereon by applicant, or to approve or prescribe rates sufficient to yield a return thereon.

SECOND: That the accounts of the transferee shall reflect the same book values as the records of the transferor at the effective date of the transfer, any previously recorded appreciation having been deleted therefrom; provided that the applicant shall not record in his utility account any amounts representing the rights herein granted in excess of the actual cost of such rights to the original holder thereof.

THIRD: That the certificate holder shall comply with all of the provisions of the Public Utility Law as now existing or as may hereafter be amended and Pennsylvania Code Title 52 §31 or as may hereafter be revised, and any other rules and regulations as may hereafter be prescribed by the Commission. Failure to comply shall be sufficient cause to suspend, revoke or rescind the rights and privileges conferred by the certificate.

requirements of the Public Utility Law relating to insurance and the filing and acceptance of a tariff establishing just and reasonable rates, a certificate of public convenience issued evidencing the Commission's approval of the right to operate as above-determined.

IT IS FURTHER ORDERED: That the applicant comply with the provisions of the Fictitious Names Act.

IT IS FURTHER ORDERED: That in the event said applicant has not, on or before 30 days from the date of the service of this order, complied with the requirements hereinbefore set forth, the application shall be dismissed without further proceedings,

IT IS FURTHER ORDERED: That upon compliance with the above order, the rights granted transferor, Claude L. Walker and Alice H. Walker, his wife, tenants by entirety, t/a Checkerboard Vans, at A. 98931, be canceled and the record marked closed.

BY THE COMMISSION,

C. J. McElwee
C. J. McElwee
Secretary

(SEAL)

ORDER ADOPTED: April 27, 1977

ORDER ENTERED: MAY 2 1977

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120

Public Meeting held October 3, 1978

Commissioners Present:

Robert K. Bloom, Acting Chairman
Helen B. O'Bannon
W. Wilson Goode

Application of Arthur W. Miller, t/a Checkerboard
Vans, for approval of the transfer to him of all
of the operating rights held by Gregory Mirocke,
t/a Mirocke's Moving at A. 99860.

A. 100172
F. 1
Am-C

O R D E R

BY THE COMMISSION:

By application docketed July 12, 1978, Arthur W. Miller, t/a
Checkerboard Vans seeks approval of the transfer to him of all the rights
granted to Gregory Mirocke, t/a Mirocke's Moving, under the certificate
issued at A. 99860.

We find the applicant to be fit to be granted the operating
authority sought herein and that approval of the application is necessary
and proper for the continuation of service to the public; THEREFORE,

IT IS ORDERED: That the application for the transfer of
rights held by Gregory Mirocke, t/a Mirocke's Moving, at A. 99860 be
approved and that the report and order of April 27, 1977 at A. 100172,
F. 1, and the certificate issued pursuant thereto, be modified and
amended to include the following rights:

1. To transport, as a Class B carrier, property between
points in the borough of Shenandoah, Schuylkill
County, and within five (5) miles, by the usually
traveled highways of the limits of said borough.

2. To transport, as a Class D carrier, household goods in use from points in the borough of Shenandoah, Schuylkill County, and within five (5) miles of the limits of said borough to points within two hundred (200) miles, by the usually traveled highways of the limits of said borough, and vice versa.
3. To transport, as a Class D carrier, lawfully mined and lawfully prepared coal, freight, stone, flour and sugar between points in the borough of Shenandoah, Schuylkill County, and within twenty-five (25) miles by the usually traveled highways of the limits of said borough; provided no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of destination.
4. To transport, as a Class D carrier, household furnishings in use between points in the boroughs of Shenandoah and Ringtown, and the township of West Mahanoy, Schuylkill County, and from points in the said boroughs and township to points in Pennsylvania, and vice versa;

subject to the following conditions:

1. That the approval hereby given is not to be understood as committing the Commission, in any proceedings that may be brought before it for any purpose, to fix a valuation on the property and rights to be acquired by applicant from the present certificate holder equal to the consideration to be paid therefor, or equal to any value that may be placed thereon by applicant, or to approve or prescribe rates sufficient to yield a return thereon.
2. That the accounts of the transferee shall reflect the same book values as the records of the transferor at the effective date of the transfer, any previously recorded appreciation having been deleted therefrom; provided that the applicant shall not record in his utility accounts any amounts representing the rights herein granted in excess of the actual cost of such rights to the original holder thereof.
3. That the operating authority granted herein to the extent that it is duplicatory or duplicates any operating authority now held by applicant shall not be construed as conferring more than one operating right.

4. That the certificate holder shall comply with all of the provisions of the Public Utility Law as now existing or as may hereafter be amended, and Pa. Code Title 52, Chapter 31, as now existing or as may hereafter be amended, and any other rules and regulations as may hereafter be prescribed by the Commission. Failure to comply shall be sufficient cause to suspend, revoke or rescind the rights and privileges conferred by the certificate.

IT IS FURTHER ORDERED: That the applicant shall not engage in any transportation granted herein until he shall have complied with the requirements of the Pennsylvania Public Utility Law and the rules and regulations of this Commission relative to the filing of a tariff establishing just and reasonable rates.

IT IS FURTHER ORDERED: That in the event said applicant has not, on or before thirty days from the date of the service of this order, complied with the requirements hereinbefore set forth, the application shall be dismissed without further proceedings.

IT IS FURTHER ORDERED: That upon compliance with this order the rights granted the transferor Gregory Mirocke, t/a Mirocke's Moving, at A. 99860 be cancelled and the record be marked closed.

BY THE COMMISSION,

C. J. McElwee
Secretary

(SEAL)

ORDER ADOPTED: October 3, 1978

ORDER ENTERED:

OCT 18 1978 - 3 -

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120

Public Meeting held September 11, 1986

Commissioners Present:

Linda C. Taliaferro, Chairman
Frank Fischl
Bill Shane

Application of Arthur W. Miller,
t/d/b/a Checkerboard Vans, for
the transfer of part of the
operating authority of Karu's
Moving, Inc., at A-00087837,
F. 2, a corporation of the State
of Delaware, subject to the
same limitations and conditions.

A-00100172

F. 1

Am-D

James Manconi for Checkerboard Vans.

O R D E R

BY THE COMMISSION:

This matter comes before the Commission on an application filed April 28, 1986. Public notice of the application was given in the Pennsylvania Bulletin of May 17, 1986. The unopposed application is certified to the Commission for its decision without oral hearing.

By the instant application, Arthur W. Miller seeks to purchase and have transferred to him a part of the operating rights of Karu's Moving, Inc. The authority to be transferred is all the household goods authority now held by the transferor. The applicant holds authority from the Commission and the Interstate Commerce Commission. A portion of the applicant's current Commission authority permits the transportation of household goods in use in specified areas of Schuylkill County. It appears the acquisition of the subject authority is a logical extension of the applicant's operating rights.

The transfer of a part of the transferor's rights will not create duplication between the rights retained by the transferor and the rights acquired by the transferee as the retained rights are now conditioned "that no right, power or privilege is granted to transport household goods, office furniture and store fixtures, in use.

Only the authority is being transferred with no tangible property involved. The rights are being purchased for the total consideration of \$3,000.00. The total purchase amount has been paid.

The transferor reports no unpaid business debts. It reports revenue of \$55,625 in 1983 and \$51,146 in 1984. The transferor has failed to file a timely 1985 annual report. The transfer of authority is made contingent upon the transferor's filing its 1985 annual report and payment of any subsequent fine imposed by the Commission.

The transferor is currently under suspension for failure to maintain insurance. The transferee is not under investigation or suspension.

We find:

1. The applicant has the equipment, experience and fitness to render the proposed service.

2. Approval of the transfer application is in the public interest and is necessary for the continued accommodation and convenience to the public; THEREFORE,

IT IS ORDERED: That the application for the transfer of part of the operating rights of Karn's Moving, Inc., at A-00087837, F. 2, be and is hereby approved, and that the certificate issued to the applicant August 16, 1977, as amended, be further amended to include the following rights:

To transport, as a Class D carrier, household goods, works of art, office furnishings, plant equipment, and furnishings of households, institutions, offices, libraries, industrial plants, showrooms and carnivals, all in use, between points in the territory bounded by but excluding, Ashley, Nanticoke, Shickshinny, Berwick, Mainville (a village in Main Township, Columbia County), Ringtown, Shennandoah, Mahanoy City, Tamaqua, Summit Hill, Jim Thorpe (formerly Mauch Chunk), and Lehigh Tannery (a village in Kidder Township, Carbon County).

To transport, as a Class D carrier, household goods, works of art, office furnishings, plant equipment, and furnishings of households, institutions, offices, libraries, industrial plants, showrooms and carnivals, all in use, from points in the territory bounded by, but excluding, Ashley, Nanticoke, Shickshinny, Berwick, Mainville (a village in Main Township, Columbia County), Ringtown, Shennandoah, Mahanoy City, Tamaqua, Summit Hill, Jim Thorpe (formerly Mauch Chunk), and Lehigh Tannery (a village in Kidder Township, Carbon County), to other points in Pennsylvania, and vice versa.

subject to the following conditions:

1. That the approval hereby given is not to be understood as committing the Commission, in any proceedings that may be brought before it for any purpose, to fix a valuation on the right to be acquired by applicant from the present certificate holder equal to the consideration to be paid therefor, or equal to any value that may be placed thereon by applicant, or to approve or prescribe rates sufficient to yield a return thereon.
2. That applicant shall not record in its utility accounts any amount representing the right herein granted in excess of the actual cost of such right to the original holder thereof.
3. That the \$3,000 consideration paid by applicant for the rights and/or going concern value of the business be capitalized by applicant in Account 1550 - Other Intangible Property or in the alternative be charged off against applicant's ownership equity less any amount recorded under condition 2 above; provided the latter is sufficient in amount to absorb said charge off.
4. That the certificate holder shall comply with all of the provisions of the Public Utility Code as now existing or as may hereafter be amended, and Pa. 52 Pa. Code §31, as now existing or as may hereafter be amended, and any other rules and regulations as may hereafter be prescribed by the Commission. Failure to comply shall be sufficient cause to suspend, revoke or rescind the rights and privileges conferred by the certificate.
5. That the accounts of the transferee shall reflect the same book values as the records of the transferor at the effective date of the transfer, any previously recorded appreciation having been deleted therefrom; provided that the applicant shall not record in its utility accounts any amounts representing the right herein granted in excess of the actual cost of such right to the original holder thereof.
6. That the certificate holder shall not transfer, sell or in any way convey any of its outstanding capital stock to any individual, partnership, corporation or any entity, without the prior filing of an application and approval thereof by the Commission under 66 Pa. C.S.A. §1102(3).

IT IS FURTHER ORDERED: That the authority granted herein, to the extent that it duplicates authority now held by or subsequently granted to the carrier, shall not be construed as conferring more than one operating right.

IT IS FURTHER ORDERED: That the applicant shall not engage in any transportation under the authority granted herein until the filing and acceptance of a tariff establishing just and reasonable rates.

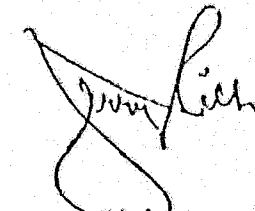
IT IS FURTHER ORDERED: That transfer of the subject authority is contingent upon the transferor's filing of its 1985 annual report and payment of any fines or penalties imposed by the Commission.

IT IS FURTHER ORDERED: That transfer of the subject authority is contingent upon the transferor's payment of its 1986-1987 assessment.

IT IS FURTHER ORDERED: That in the event said applicant has not, on or before sixty (60) days from the date of the service of the order, complied with the requirements hereinbefore set forth, the application shall be dismissed without further proceedings.

IT IS FURTHER ORDERED: That upon compliance with this order the rights herein subject granted the transferor, Karn's Moving, Inc., at A-00087837, F. 2 be cancelled.

BY THE COMMISSION,



Jerry Rich
Secretary

(SEAL)

ORDER ADOPTED: September 11, 1986

ORDER ENTERED: SEP 29 1986

PLEASE NOTE: ALL RIGHTS WILL BE PAID FOR
IN FULL AT TIME OF SETTLEMENT,
WITHIN 30 DAYS OF P.U.C. APPROVAL

AGREEMENT OF SALE

THIS AGREEMENT made the 19th day of February, 1990, by and between ARTHUR W. MILLER, individually and trading as CHECKERBOARD VAN, together with his wife, DONNA M. MILLER (hereinafter referred to as the "Sellers") and GLOSE MOVING AND STORAGE, INC. (hereinafter referred to as the "Buyer").

WHEREAS, Sellers are the owners of a moving and storage company located at RD No. 2, Tamaqua, Rush Township, Schuylkill County, Pennsylvania, known as Checkerboard Van; and

WHEREAS, Sellers desire to sell and Buyer desires to purchase all of Sellers' right, title and interest in and to Sellers' business under the terms and conditions hereinafter set forth; and

WHEREAS, the parties hereto have also entered into an Agreement of Sale to purchase the existing warehouse located on six-tenths (.6) of an acre of land.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. The above recitals do form a part of this Agreement.
2. This Agreement of Sale and the Agreement of Sale pertaining to the real estate are mutual agreements to be executed simultaneously as the Agreements are to be read together and enforced together. If the parties fail to close on either agreement, the remaining agreement is thereby negated.

3. Sellers shall sell and Buyer shall purchase, free and clear of all liens, encumbrances and liabilities, Sellers' business, owned by them and operated at the premises above-described under the trade name of Checkerboard Van, together with any governmental licenses to operate said business as well as the equipment and inventory on the premises.

4. Buyer shall pay to Sellers the purchase price of FORTY-FIVE THOUSAND (\$45,000.00) DOLLARS at a settlement to be held within thirty (30) days after PUC and ICC approval, at the office of Thomas F. Traud, Jr., attorney for Buyer, 27 North Seventh Street, Allentown, Pennsylvania, 18101.

5. The sale and transfer of assets at the closing hereunder shall be as of close of business on a date selected within thirty (30) days after PUC and ICC approval. As of said time and place, Sellers shall deliver to Buyer all keys to the business premises and any and all instruments and documents necessary to transfer Sellers' business and assets to Buyer. Upon such delivery to Buyer, the sale by Sellers to Buyer shall be completed and effective and Buyer shall have possession and ownership of said business and assets. From and after that date and time, Buyer shall be entitled to all income generated by said business as well as be responsible for all expenses. All cash on the premises and accounts receivable as of the close of business shall become the property of Buyer.

6. Sellers shall agree to indemnify and hold Buyer harmless against any liability or expenses arising out of any breach of any contract prior to closing, specifically including, inter alia, any claims of any present or former employees. Buyer agrees to indemnify and hold Sellers harmless from any liability or expense arising from any contract entered into by Buyer after the date of closing.

7. Sellers covenant, warrant and represent that:

A. There are no actions, claims or threatened litigation pending against Sellers.

B. Sellers have not contracted to sell, pledge or mortgage all or any part of the business.

C. Sellers shall have paid and until the date of closing will continue to pay all federal, state and local taxes.

8. Sellers, at the time of closing, shall execute and deliver all papers and instruments suitable for filing which are necessary to transfer ownership of the business.

9. Buyer represents and agrees that it has inspected the business premises and the furniture, machinery, equipment and trade fixtures, and does not rely on any representations of Sellers or any agent of Sellers as to past, current or prospective profits or business volume.

10. After closing, Buyers are authorized to open all mail addressed to Checkerboard Van unless such mail is marked "Personal", in which event such mail and any other mail intended for Sellers shall forthwith be forwarded to Sellers.

11. This Agreement shall be binding upon the heirs, administrators, successors and assigns of the parties. This Agreement, and any accompanying instruments and documents, include the entire transaction between the parties, and there are no representations, warranties, covenants or conditions, except those specified herein or in accompanying instruments and documents.

12. Buyer, and Richard S. Jordan, individually, represent that they shall apply for a mortgage loan from a reputable lender to finance the purchase of the business and the real estate. Specifically, both agreements are contingent upon GLOSE MOVING AND STORAGE, INC. and RICHARD S. JORDAN receiving loan(s) with combined financing of at least NINETY-SIX THOUSAND (\$96,000.00) DOLLARS to be amortized over fifteen (15) years at prevailing rates not to exceed TWELVE (12%) PERCENT. Because these agreements are contingent upon PUC and ICC approval, the commitment date shall be within thirty (30) days after both PUC and ICC approval are obtained. It is agreed between Sellers and Buyer that if the said loan(s) cannot be obtained, the Agreements shall be NULL and VOID, with all deposits returned to Buyer, with no further obligations remaining on the part of Sellers or Buyer.

13. Sellers hereby covenant, warrant and represent that there no creditors of the business and that there will be no creditors of the business at the time of closing other than utility charges. Sellers agree to indemnify and hold Buyer harmless and defend Buyer from any liability, loss or expense as a result of any violation hereof.

14. Sellers covenant and agree that for a period of one (1) year from the date of closing, Sellers will not directly or indirectly, either as principal, agent, manager, owner, partner, employee, officer, director or stockholder of any company or corporation, engage in or become interested financially or otherwise in any business, trade or occupation similar to or in competition with the business hereby sold within a thirty (30)-mile radius of Rush Township, Schuylkill County, Pennsylvania.

15. This Agreement is specifically contingent upon a test of the underground fuel tank performed for an environmental phase I audit at Buyer's expense.

This Agreement is specifically contingent upon approval of the Pennsylvania Utilities Commission for a transfer of the Seller's PUC and ICC rights to the Buyer.

16. The Sellers have furnished to the Buyer the books and records through December 31, 1990 of Checkerboard Van and the related statement of income and retained earnings for the year ended December 31, 1990. Said financial statements are subject to verification by Buyer and do reflect all known liabilities of the Sellers as of December 31, 1990, (including federal and state taxes on income).

17. Prior to the closing, the Sellers will deliver to the Buyer a separate schedule of assets and a separate schedule of the inventory of stored items belonging to third persons on the Sellers' premises which the Sellers guarantee to be present.

18. Except as disclosed by letter presented to the Buyer prior to closing, the Sellers are not parties to, or otherwise bound by any written or oral contracts not made in the ordinary course of business; employment or consultant contracts not made in the ordinary course of business; employment or consultant contracts not terminable at will without cost or other liability (except for Paragraph 19 hereinafter); bonus, pension, profit sharing, retirement, hospitalization, group insurance or similar employee benefits plan; real or personal property lease as lessor or lessee; advertising or public relations contract (except for Yellow Pages ad); purchase supply or service contract in excess of ONE THOUSAND (\$1,000.00) DOLLARS or that is not terminable without cost or expense on less than thirty (30) days notice; mortgage, conditional sales contract, security agreement, pledge agreement, trust receipt or any other agreement or arrangement whereby any of the assets or property of the Sellers are subject to a lien, encumbrance, charge or other restriction. To the best of the Sellers' knowledge and belief, the business has in all respects performed all obligations required to be performed to date and is not in material default in any respect under any of the contracts, agreements, leases, documents or other commitments to which it is a party or otherwise bound or affected.

19. The Buyer agrees to retain the following employees of the Sellers for a period of ninety (90) days after the sale at the hourly rate set forth:

Dennis Karawulan - \$6.50 (SIX DOLLARS and FIFTY CENTS) per hour;

William Messerschmidt - \$6.50 (SIX DOLLARS AND FIFTY CENTS) per hour;

John Guman - \$7.50 (SEVEN DOLLARS AND FIFTY CENTS) per hour; and

~~Gregory Bell - \$7.50 (SEVEN DOLLARS AND FIFTY CENTS) per hour.~~ ^{2.00} _{4.00}

The Buyer and Sellers agree that the employees may be dismissed for reasons consistent with Bureau of Employment Security Guidelines relating to employee misconduct. Should any of the employees be terminated for reasons not consistent with the guidelines of the Bureau of Employment Security pertaining to employee misconduct, said employee shall be compensated at his hourly rate based on a thirty-five (35) hour work week for a period of twelve (12) weeks. Nothing in this section shall prevent the Buyer or any of the above-named employees the right to request a hearing before the Bureau of Employment Security.

20. Only the Sellers are obligated for any commission, fee, or any other remuneration due Robert L. McAloose, Inc. and Coldwell Banker Higgins Associates as it shall not be the liability of the Buyer.

21. Sellers shall keep in full force, up to the date of closing, all fire, casualty and liability insurance policies. Such policies are in amounts and against such losses and risks as are generally maintained by comparable businesses.

22. This Agreement constitutes the entire understanding between the party and no change or modification of this Agreement shall be valid unless the same be in writing and signed by all the parties hereto.

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

WITNESS:

Robert M. Malone

Arthur W. Miller
ARTHUR W. MILLER

Will A. Jones, atty-in-fact for
DONNA M. MILLER

Carol Sikor

Richard S. Jordan
RICHARD S. JORDAN

Attest:

GLOSE MOVING AND STORAGE, INC.

Secretary

Richard S. Jordan
President

Know all Men by these Presents,


THAT I, DONNA MILLER
do make, constitute and appoint NICHOLAS A. QUINN, ESQUIRE

my true and lawful ATTORNEY for me and in my name and to execute
all legal documents on my behalf including but not limited to
deeds, bank statements, agreements of sale, contracts and other court
papers in connection with my divorce action

with power also as attorney or attorneys, under me for that purpose
to make and substitute, and to do all lawful acts requisite for effecting the premises; hereby
ratifying and confirming all that the said attorney or substitute or substitutes shall do therein
by virtue of these presents.

In Witness whereof, I have hereunto set my hand and seal
this 22nd day of January in the year of our Lord one
thousand nine hundred and Ninety-one

Signed, Sealed and Delivered
IN THE PRESENCE OF

Donna Miller 

AGREEMENT FOR THE SALE OF REAL ESTATE

T & C 1969A Residential (Rev. 4-89)

RIGHT PENNSYLVANIA ASSOCIATION OF REALTORS® 1973

COPIES table with 6 rows: 1. White Seller, 2. Yellow Agent, 3. Pink Buyer, 4. Blue Mortgagee, 5. Gold Buyer's copy at time of signing, 6. Green Buyer's copy at time of signing

AGENT FOR THE SELLER
1111 National Street
Pottsville, Pa. 17877 717-622-7755
PA. LICENSED BROKER

Goldwell SUBAGENT FOR SELLER Associates
115 S. Centre Street
Pottsville, Pennsylvania 17801
717-622-7776
PA. LICENSED BROKER

This Agreement, this 19th day of February, A.D. 1991
Arthur H. Miller joined by Donna H. Miller, his wife

1. PRINCIPALS (1-78) Between (residing at ... Zip Code ...) hereinafter called Seller, and (residing at ... Zip Code ...) hereinafter called Buyer.

2. PROPERTY (4-89) Seller hereby agrees to sell and convey to Buyer, who hereby agrees to purchase: ALL THAT CERTAIN lot or piece of ground with buildings and improvements thereon erected, if any, known as: ... in the ... of ... County of ... State of ... Zoning Classification ... Failure of this agreement to contain the zoning classification (except for a single family dwelling) shall render this agreement void and deposits tendered by the Buyer shall be returned to the Buyer without a requirement of court action.

3. TERMS (3-85) (A) Purchase Price ... Dollars which shall be paid to the Seller by the Buyer as follows: (B) Cash or check at signing this agreement: \$ 5,000.00 (C) Cash or check to be paid on or before: 19. \$ 60,000.00 (D) Mortgage Contingency \$ 10,000.00 (E) Cash or certified check at time of settlement: \$ 75,000.00 TOTAL \$ 75,000.00 (F) Written approval of Seller to be on or before: March 1, 1991 (G) Settlement to be made on or before: 20 days after D.C.E. & T.C.C. approval 19. (H) Conveyance from Seller will be by fee simple deed of special warranty. (I) Transfer taxes will be paid: 1% by Buyer; 1% by Seller (J) Taxes will be apportioned pro-rata on a per diem basis. Rents, water and sewer rents, lienable municipal services, interest on mortgage assumptions, condominium fees and homeowner association fees, if any, will be apportioned pro-rata at time of settlement.

4. MORTGAGE CONTINGENCY (4-89) This sale is NOT contingent upon any mortgage financing except as hereinafter provided. (A) Mortgage terms required by Buyer, Amount of mortgage loan \$ 60,000.00, Term 20 years. Type of mortgage commercial Interest rate 11%; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of 12%. (B) Within ten(10) days of Seller's approval of this agreement, Buyer shall make a completed mortgage application to a responsible mortgage lending institution through the office of Subagent for the Seller, if any, otherwise through the office of Agent for the Seller, who for the purposes of negotiating for the said mortgage loan, shall be considered the Agent for the Buyer. (C) (1) Buyer will, upon receipt of a mortgage commitment, promptly provide a copy to Seller, Agent and/or Subagent, if any. (2) Mortgage commitment date 19. If a written commitment is not received by the above date, Buyer agrees to extend the commitment date until Seller terminates this agreement in writing. (3) Should the mortgage commitment: (a) not be valid until the date of settlement, or (b) be conditioned upon the sale and settlement of any other property, or (c) contain any other condition not specified in this Agreement, Seller has the option to terminate this Agreement in writing. (4) In the event that the Seller terminates this agreement as specified in paragraphs 4(C) (2) or (3), OR (a) the mortgage commitment is not valid until the date of settlement, or (b) the mortgage commitment is conditioned upon the sale and settlement of any other property which do not occur by the date of settlement, or (c) the mortgage commitment contains any other condition not specified in this Agreement which the Buyer is unable to satisfy by the date of settlement, the Buyer shall not be required to purchase the property and all deposit monies paid on account shall be returned to the Buyer, except any payments made by Buyer as described in Paragraph 7(C) (1), (2), and (3). (D) Seller hereby agrees to permit inspections by authorized appraisers, reputable certifiers and/or Buyer as may be required by the lending institution or insuring agencies.

5. SPECIAL CLAUSES This agreement is also subject to the contingencies and requirements of a certain agreement for the sale of the business known as Checkered Van. The failure to close on that agreement shall void the agreement.

POOR ORIGINAL

COAL NOTICE THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR SUCH LAND. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 684.) Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgment is made for the purpose of complying with the provisions of Section 14 of the bituminous mine subsidence and the land conservation act of April 27, 1966. Buyer agrees to sign the deed from Seller which deed will contain the "forecited" notice.

6. NOTICES & ASSESSMENTS (3-85)

- (A) Seller represents as of the approval date of this agreement, that no public improvement, condominium or homeowner association assessments have been made against the premises which remain unpaid and that no notice by any government or public authority has been served upon the Seller or anyone on the Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances which remain uncorrected unless otherwise specified herein.
- (B) If required by law, Seller shall deliver to Buyer on or before settlement, a certification from the appropriate municipal department or departments disclosing notice of any uncorrected violation of zoning, housing, building, safety or fire ordinances.
- (C) Seller will be responsible for any notice of improvements or assessments received on or before the date of Seller's approval of this agreement, unless improvements consist of sewer or water lines not in use.
- (D) Buyer will be responsible for any notice served upon Seller after the approval date of this agreement and for the payment thereafter of any public improvement, condominium or homeowner association assessments.

TITLE AND COSTS (1-86)

- (A) The premises are to be conveyed free and clear of all liens, encumbrances, and easements, EXCEPTING HOWEVER, the following: existing building restrictions, ordinances, easements of roads, easements visible upon the ground, privileges or rights of public service companies, if any; otherwise the title to the above described real estate shall be good and marketable and such as will be insured by a reputable Title Insurance Company at the regular rates.
- (B) In the event the Seller is unable to give a good and marketable title and such as will be insured by a reputable Title Company, subject to aforesaid, Buyer shall have the option of taking such title as the Seller can give without abatement of price or of being repaid all monies paid by Buyer to the Seller on account of the purchase price and the Seller will reimburse the Buyer for any costs incurred by the Buyer for those items specified in paragraph 7(C) items (1), (2), (3), and in paragraph 7(D); and in the latter event there shall be no further liability or obligation on either of the parties hereto and this agreement shall become NULL AND VOID and all copies will be returned to Seller's Agent for cancellation.
- (C) The Buyer will pay for the following:
 - (1) The premium for mechanics lien insurance and/or title search, or fee for cancellation of same, if any.
 - (2) The premiums for flood insurance and/or fire insurance with extended coverage, insurance binder charges or cancellation fee, if any.
 - (3) Appraisal fees and charges paid in advance to mortgagee if any.
 - (4) Buyer's normal settlement costs and accruals.
- (D) Any survey or surveys which may be required by the Title Insurance Company or the abstracting attorney, for the preparation of an adequate legal description of the premises (or the correction thereof), shall be secured and paid for by the Seller. However, any survey or surveys desired by the Buyer or required by his/her mortgagee shall be secured and paid for by the Buyer.

8. FIXTURES, TREES, SHRUBBERY, ETC. (1-86)

All existing plumbing, heating and lighting fixtures (including chandeliers) and systems appurtenant thereto and forming a part thereof, and other permanent fixtures, as well as all laundry tubs, T.V. antennas, masts and rotor systems, together with wall to wall carpeting, screens, storm sash and/or doors, shades, awnings, venetian blinds, couplings for automatic washers and dryers, etc., radiator covers, cornices, kitchen cabinets, drapery rods, drapery rod hardware, curtain rods, curtain rod hardware, all trees, shrubbery, plantings now in or on property, if any, unless specifically excepted in this agreement, are included in the sale and purchase price. None of the above mentioned items shall be removed by the Seller from the premises after the date of this agreement. Any remaining heating and/or cooking fuels stored on the premises at time of settlement are also included under this agreement. Seller hereby warrants that he will deliver good title to all of the articles described in this paragraph, and any other fixtures or items of personalty specifically scheduled and to be included in this sale.

DEPOSIT AND RECOVERY FUND (4-89)

Deposits, regardless of the form of payment and the person designated as payee, shall be paid to Agent for the Seller who shall retain them in an escrow account until consummation or termination of this Agreement in conformity with all applicable laws and regulations. Agent for the Seller may, at his or her sole option, hold any uncashed check tendered as deposit, pending the acceptance of this offer. Buyer and Seller agree that, in the event the Agent and/or Subagent are/is joined in litigation for the return of deposit monies, the Agent's and/or Subagent's attorneys fees and costs will be paid by the party joining the Agent or Subagent. A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgement after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658.

10. POSSESSION AND TENDER (3-85)

- (A) Possession is to be delivered by deed, keys and physical possession to a vacant building (if any) broom clean, free of debris at day and time of settlement, or by deed and assignment of existing lease(s) at time of settlement if premises are tenant occupied at the signing of this agreement, unless otherwise specified herein. Buyer will acknowledge existing lease(s) by initialing said lease(s) at time of signing of this agreement of sale if tenant occupied.
- (B) Seller will not enter into any new leases, written extension of existing leases, if any, or additional leases for the premises without expressed written consent of the Buyer.
- (C) Formal tender of an executed deed and purchase money is hereby waived.
- (D) Buyer reserves the right to make a pre-settlement inspection of the subject premises.

11. MAINTENANCE AND RISK OF LOSS (3-85)

- (A) Seller shall maintain the property (including all items mentioned in paragraph #8 herein) and any personal property specifically scheduled herein in its present condition, normal wear and tear excepted.
- (B) Seller shall bear risk of loss from fire or other casualties until time of settlement. In the event of damage to any property included in this sale by fire or other casualties, not repaired or replaced prior to settlement, Buyer shall have the option of rescinding this agreement and receiving all monies paid on account or of accepting the property in its then condition together with the proceeds of any insurance recovery obtainable by Seller. Buyer is hereby notified that he may insure his equitable interest in this property as of the time of the acceptance of this agreement.

12. RECORDING (3-85)

This agreement shall not be recorded in the Office for the Recording of Deeds or in any other office or place of public record and if Buyer causes or permits this agreement to be recorded, Seller may elect to treat such act as a breach of this agreement.

ASSIGNMENT (3-85)

This agreement shall be binding upon the parties, their respective heirs, personal representatives, guardians and successors, and to the extent assignable, on the assigns of the parties hereto, it being expressly understood, however, that the Buyer shall not transfer or assign this agreement without the written consent of the Seller.

DEFAULT-TIME OF THE ESSENCE (1-79)

The said time for settlement and all other times referred to for the performance of any of the obligations of this agreement are hereby agreed to be of the essence of this agreement. Should the Buyer:

- (A) Fail to make any additional payments as specified in paragraph #3, or
- (B) Furnish false or incomplete information to the Seller, the Seller's Agent, or the mortgage lender, concerning the Buyer's legal or financial status, or fail to cooperate in the processing of the mortgage loan application, which acts would result in the failure to obtain the approval of a mortgage loan commitment, or
- (C) Violate or fail to fulfill and perform any other terms or conditions of this agreement,

then in such case, all deposit money and other sums paid by the Buyer on account of the purchase price, whether required by this agreement or not, may be retained by the Seller: (1) On account of the purchase, or (2) As monies to be applied to the Seller's damages, or (3) As liquidated damages for such breach, as the Seller may elect, and in the event that the Seller elects to retain the monies as liquidated damages in accordance with paragraph #14(3), the Seller shall be released from all liability or obligations and this agreement shall be NULL AND VOID and all copies will be returned to the Seller's Agent for cancellation.

AGENT(S) (3-85)

It is expressly understood and agreed between the parties that the named Agent, Broker, and any Subagent, Broker and their salespeople, employees, officers and or partners, are Agent(s) for the Seller, not the Buyer, however, the Agent(s) may perform services for the Buyer in connection with financing, insurance and document preparation.

REPRESENTATIONS (3-85)

It is understood that Buyer has inspected the property, or hereby waives the right to do so and has agreed to purchase it as a result of such inspection and not because of or in reliance upon any representation made by the Seller or any other officer, partner or employee of Seller, or by the Agent, Subagent, if any, of the Seller, their salespeople and employees, officers and or partners. The Buyer has agreed to purchase it in its present condition unless otherwise specified herein. It is further understood that this agreement contains the whole agreement between the Seller and the Buyer and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this sale. Furthermore, this agreement shall not be altered, amended, changed or modified except in writing executed by the parties.

APPROVAL BY BUYER

WITNESS AS TO BUYER: *Carol Sikora* BUYER: *Richard Jordan* (SEAL)
 WITNESS AS TO BUYER: BUYER (SEAL)
 WITNESS AS TO BUYER: BUYER (SEAL)

APPROVAL BY SELLER

Seller hereby approves the above contract this 19th day of February A.D. 1991

WITNESS AS TO SELLER

WITNESS AS TO SELLER: *Robert M. Mullen* SELLER: *Robert M. Mullen* (SEAL)
 WITNESS AS TO SELLER: SELLER: *Julia A. Mullen, atty-in-fact for* (SEAL)
 AGENT BY: SELLER: *Donna Mullen* (SEAL)

..... (Agent) Date..... 19.....

in conjunction with the purchase of the premises described in this agreement of sale attached hereto, I/We hereby authorize your firm to perform the services as indicated below by my/our initials.

Order Title insurance in any reputable title insurance company (INITIALS)
 Order insurance in the amount of \$ Homeowners Fire & Extended Coverage Flood (INITIALS)
 (INITIALS)

Merged List of Equipment

Items to include : 1983 Mack Diesel 22 foot Moving Van. Very good.
1975 G.M.C. 26' Moving Van. gas engine - good.
1973 International Moving Van 24' gas engine - fair
1969 International Moving Van 16' gas engine - good.

Van equipment to include : a total of approx. 15 dozen furniture pads
4 appliance dollies, piano moving equipment.

Miscellaneous equipment : 2 jackson bars. for heavy equipment moving
Commercial air compressor 175 lb. pressure
with regulator and spray gun equipment
for paint spraying, lubricating, inflating etc.
Manual Hi Rise Elevator 16 foot reach-
mobile for raising articles of furniture
or equipment 600# capacity.

Truck equipment : Spare tires and rims, hydraulic jacks
wrenches for truck tire replacement and
3 large chests of Mechanics tools assorted.

Packing Material : approx. \$1,000 worth of packing paper, paper,
tape, inventory tape, air shipment boxes
and overseas containers.

Shop Equipment : Acetylene Welding and Cutting Torches.
Floor jack (10 ton)
Grass guns (3)
Bench grinders (2)
Storage Cabinets (3)
Oil Filters, oil, grease in bulk

Office Equipment : 2 office desks.
Floor safe.
2 typewriters
Office furniture consisting of 4 arm
chairs 3 filing cabinets.

CHECKERBOARD ASSETS

Vehicles: - 1983 Mack Diesel 22 ft. Moving Van	\$14,000	
- 1975 GMC 26 ft. Moving Van	<u>5,000</u>	\$19,000
Van Equipment: - Straps, Webbs, Rubber Bands, 4 Wheelers	3,300	
- Approximately 500 Furniture Pads @ \$9.00	4,500	
- 10 Appliance Dollies @ \$80.00	800	
- 2 Piano Moving Dollies @ \$200	<u>400</u>	9,000
Truck Equipment: - Spare tires & Rims, Hydraulic Jacks, Wrenches for Truck		3,000
Tire Replacement, 3 large Chests of Mechanical Tools		
Shop Equipment: - Acetolene Welding & Cutting Torches		4,000
- 10 Ton Floor Jack		
- 3 Grease Guns		
- 2 Bench Grinders		
- 3 Storage Cabinets		
- Oil Filters, Oil, Grease in Bulk		
Miscellaneous Warehouse Equipment: - 2 Johnson Bars for heavy equipment @ \$50	100	
- 175 lb. Pressure Commercial Air Compressor with	1,000	
Regulator & Spray Gun Equipment for paint spraying,		
lubricating, inflating, etc.		
- Manual Hi-rise Elevator - 16 ft. reach - mobile		
for raising articles of furniture or equipment		
(600 lb. Capacity)	<u>900</u>	2,000
Office Equipment: - 2 Office Desks, Floor Safe, 2 Typewriters, 4 Arm Chairs & 3. Filing		2,000
Cabinets		
P.U.C. Authority		<u>6,000</u>
Total Assets		<u><u>\$45,000</u></u>

12a.

. List of Equipment to be used to render service:

1. Straight Trucks

- . 1983 Mack Diesel - 22 foot
- . 1975 GMC 26 foot

2. Tractor-Trailer Combination

- . 1986 Mack - with 35 foot trailer.

. Glose's Safety Program -

1. Each month a meeting with our Management and Movers is held. Covered is the following:
 - a. Training on how to lift and use of equipment.
 - b. Claim results of each driver.
 - c. Worker's Compensation claim procedures.
 - d. Equipment checking.

. Statement of Transferee's Experience:

Richard Jordan, President

- . Started 20 years ago working as a helper for O'Brien's Moving & Storage while attending college.
- . Started in 1973 to learn business as general clerk.
- . After one and half years went into sales.
- . In 1976 was named General Manager and also ran the operations of business until 1986.
- . In 1986 was named Vice President.
- . In July of 1988 bought company.

TK 759100 1 A-00094076
GLOSE MOVING & STORAGE, INC.
1302 N. SHERMAN ST.
ALLENTOWN PA 18103

Current Name and Address if Different Than Shown

P.U.C. A _____
I.C.C. MC _____

ANNUAL REPORT
TO THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION
YEAR ENDED DEC. 31, 1989
FILE BY MAR. 31, 1990



PENNSYLVANIA PUBLIC UTILITY COMMISSION
HARRISBURG, PENNSYLVANIA 17120

STATEMENT OF OPERATING REVENUES FOR GENERAL ASSESSMENT
PURPOSES OF COMMON CARRIER OF PROPERTY
AND/OR PERSONS BY MOTOR VEHICLE

ASSESSMENT REPORT
FORM MT-89

FILE THIS COPY WITH YOUR 1989 ANNUAL REPORT

759100

TK

GLOSE MOVING & STORAGE, INC.
1302 N. SHERMAN ST.
ALLENTOWN PA 18103

P.U.C. Certificate No. 94076

I.C.C. Permit No. _____

Did you operate during all
of 1989

If not, show operating period _____

(Property _____

(Both _____

Do you haul _____

(Persons _____

THIS REPORT MUST BE FILED ON OR BEFORE MARCH 31, 1990 . NO EXTENSIONS
IF THIS REPORT IS NOT FILED THE COMMISSION WILL ESTIMATE YOUR INTRASTATE
OPERATING REVENUES AND ISSUE A BINDING ASSESSMENT UPON SAID BASIS.

GROSS OPERATING REVENUES

CALENDAR YEAR
1989

- | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| 1. Total gross operating revenues earned from operating as a common carrier of property and/or persons, as shown by competent records. If you had no revenue, insert NONE . | \$ <u>2,058,251</u> |
| 2. Deduct: Operating revenues earned from interstate operations and/or revenues exempt under the Public Utility Code
DO NOT DEDUCT EXPENSES. | \$ <u>1,336,647</u> |
| 3. Balance: Gross intrastate operating revenues, on which assessment will be based under Section 510 of the Penna. Public Utility Code. (omit cents) | \$ <u>721,604</u> |

THE SOURCE OF YOUR GROSS OPERATING REVENUE AS SHOWN ON
LINE 1 MUST BE SHOWN IN THE PROPER COLUMNS ON THE REVERSE
SIDE OF THIS REPORT. MISCELLANEOUS (OTHER) OPERATING REVENUE
MUST BE ITEMIZED ON THE REVERSE SIDE HEREOF.

FILE THIS COPY WITH YOUR 1989 ANNUAL REPORT

OTHER-OPERATING REVENUE - INTERSTATE

Booking - Inter	\$154,381
Origin	18,583
Destination & CHS	8,490
SIT Storage - Inter	21,248
Storage - Commercial	999
Warehouse Handling	7,430
Warehouse Handling - Commercial	185
Scale Income	10,669
	<hr/>
	\$221,985

OTHER-OPERATING REVENUE-INTRA/LOCAL

Insurance Revenue	\$ 25,314
Booking - Intra	2,495
SIT Storage - Intra	3,151
HHG Storage - Local	61,242
Storage - Record Storage	14,072
Warehouse Handling - Intra	2,417
Warehouse Handling - Local	8,080
Warehouse Handling - Record Storage	3,479
Scale Income	2,667
	<hr/>
	\$122,917

ITEMIZED EXEMPTIONS

Insurance Revenue	\$ 25,314
HHG(Permanent)Storage - Local	61,242
Storage - Record Storage	14,072
Storage Commercial	999
Scale Income	13,336
	<hr/>
	\$114,963

The method of computation of intrastate operating revenue is as follows:

- a. Actual Records
- b. Estimated
- c. Other (Explain)

OPERATING REVENUES

Show hereunder the revenues derived by the carrier during the year from transportation service and for service incident thereto classified between intrastate and interstate revenues and in accordance with accounts contained in the Uniform System of Accounts.

CLASSIFICATION	Revenues from Intrastate (PA) Operations	Revenues from Interstate Operations	Total Revenues
TRANSPORTATION OF PASSENGERS	*****	*****	*****
Passenger Revenue:	*****	*****	*****
Schedule route service			
Group and party service			
Call or demand service			
Limousine service			
Airport transfer service			
Para-Transit service			
Other Revenue:	*****	*****	*****
Baggage, mail, express, newspapers, etc.			
Total			
Other Revenue: School Contracts			
Total Revenue - Passengers			
Senior citizens grant included in above			
Purchase of Service agreement included in above			
Other subsidies included in above			
TRANSPORTATION OF PROPERTY	*****	*****	*****
Freight Revenue - Common Carrier - Intercity	305,857	999,699	1,305,556
Freight Revenue - Local Cartage	407,793		407,793
Total Revenue - Property	713,650	999,699	1,713,349
Other Operating Revenue - Submit Detail	122,917	221,985	344,902
Total Revenues	836,567	1,221,684	2,058,251

GROSS OPERATING REVENUES

1. Total gross operating revenues earned from operating as a common carrier of property and/or persons, as shown by competent records. If you had no revenue, insert "NONE". \$ 2,058,251
2. Less gross operating revenues earned from interstate operations. DO NOT DEDUCT EXPENSES. \$ 1,221,684
3. Gross intrastate revenue before exemptions. \$ 836,567
4. Less exemptions (Itemize below). \$ 114,963
5. Balance: Intrastate gross operating revenues, on which assessment will be based under Section 510 of the Public Utility Code. (Subtract line 4 from line 3 and enter this amount on line 3 on face of form.) \$ 721,604

P.U.C. Certificate No. A- 94076

100. IDENTITY OF CARRIER

1. Give the exact name under which carrier's business is conducted Glose Moving & Storage, Inc.
2. Period covered by this report: January 1, 1989 to December 31, 1989
3. Address of principal office: 1302 N. Sherman St., Allentown, PA 18103
4. Name, title and address of person to whom correspondence concerning this report should be addressed:
Ricky T. Christ, Controller Tel. No. (215) 435-3501
5. Carrier is Corporation
(INDIVIDUAL, PARTNERSHIP, CORPORATION, ASSOCIATION, ETC.)
6. If the carrier acquired all or a portion of the franchises and property of another carrier during the year, state: (a) Name of vendor carrier, (b) Commission authorization number, and (c) Date of Commission approval. (Explain on Page 3 — Remarks)
7. Out-of-state carriers please provide Pennsylvania address and telephone number, for contact purposes.

PAID PREPARER'S SECTION

Accounting Firm (or Accountant's) Name David J. Schumacher, CPA
 Address 107 N. Fifth St., Allentown, PA 18102 Tel. No. (215) 432-8677

A. INCORPORATED CARRIER DATA

8. Date of incorporation December 22, 1967
9. Under laws of what State Pennsylvania
10. Give the following information with respect to any corporate changes occurring during the year: (Use Page 3 Remarks)
 - (a) If carrier formed as result of merger and consolidation state: (1) Date of consolidation or merger, (2) Authority therefore, (3) Effected under laws of what State, and (4) Names of constituent companies involved.
 - (b) If carrier formed as a result of reorganization accompanied by change in corporate identity, state: (1) Name of original corporation, (2) Date of reorganization, (3) Effected under laws of what State, and (4) Particulars which led to reorganization.
 - (c) If carrier was affected by financial reorganization not accompanied by change in corporate identity, state: (1) Date of reorganization, (2) Particulars which led to reorganization, including brief outline of resulting changes in financial structure.
 - (d) If carrier was subject to receivership, or other trust, state: (1) Date receivership or trust created, (2) Authority for creation thereof, (3) Date when possession under receivership or trust acquired, (4) Name of receiver or receivers, and (5) Particulars of receivership or trust.

B. UNINCORPORATED CARRIER DATA

11. If carrier is an individual, give:
 - (a) Name of Individual _____
 - (b) Address _____
12. If carrier is a partnership, answer the following:

(a) Name of Each Partner	(b) Address	(c) Proprietary Interest
_____	_____	_____
<u>Not Applicable</u>	_____	_____
_____	_____	_____
- (d) If a limited partnership, state the liability of each partner: _____
- (e) Give name or names of managing partner or partners: _____

13. If business is conducted under trade name, has carrier complied with the Fictitious Name Act? _____

C. CHARACTER OF TRANSPORTATION SERVICE RENDERED BY CARRIER

Denote the kind or kinds of service rendered by carrier at the end of the year by placing a check-mark opposite the appropriate item.

- | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>(a) Transportation of Passengers:</p> <p>Type of Operation</p> <ol style="list-style-type: none"> 1. <input type="checkbox"/> Bus Schedule 2. <input type="checkbox"/> Bus Charter 3. <input type="checkbox"/> Bus School 4. <input type="checkbox"/> Taxi 5. <input type="checkbox"/> Limousine 6. <input type="checkbox"/> Airport 7. <input type="checkbox"/> Paratransit 8. <input type="checkbox"/> Other | <p>(b) Transportation of Property:</p> <ol style="list-style-type: none"> 1. <input type="checkbox"/> General Freight 2. <input checked="" type="checkbox"/> Household Goods 3. <input type="checkbox"/> Other Specific Commodities |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

SECURITY HOLDERS, DIRECTORS AND VOTING POWERS

State the total number of stockholders of each class of stock. Common _____ Preferred _____

GENERAL OFFICERS
(As at close of year)

Name of Principal Security Holders	Address	Total Number of Votes (c)	Number of Votes		Preferred Stock (e)	Official Title (e)	Name of Officer (f)	Official Address (g)
			Common Stock (d)	Term Expires				
Richard S. Jordan	Walnutport, PA	100	100			President	Richard S. Jordan	Walnutport, PA
						Vice-Pres.		
						Secretary	Joseph H. Weber	Allentown, PA
						Treasurer	Ricky T. Christ	Bethlehem, PA
						Comptroller		
						Auditor		
						General Mgr.		

Furnish complete list of companies under common control with respondent. This list should include companies controlled by the same officer or proprietary interests (stockholders, partners, or sole proprietors) which control and have business relations or transactions with the respondent. Companies under common control are referred to as "Affiliated Interest" in Section 21(f) of the Public Utility Law.

A. CORPORATIONS CONTROLLED BY THE CARRIER

Name of Company Controlled	Kind of Service (b)	Character of Control			Name of Intermediary if Indirectly Controlled (h)		
		Sole or Joint (c)	Form of Control and How Established (d)	Extent % (e)		Direct or Indirect (f)	Other Parties to Joint Control If any, Whether Directly or Indirectly Controlled (g)
O'Brien's Delivery Service, Inc.			Common Ownership By Richard S. Jordan	100%			

POOR ORIGINAL

B. CORPORATE CONTROL OVER CARRIER

Name of Corporation or Corporations which held control over the Carrier at the close of the year:

POOR ORIGINAL

Control and how established:

POOR ORIGINAL

Control and whether control was direct or indirect:

POOR ORIGINAL

Name of intermediary, state the name of the intermediary:

OPERATING DATA AND STATISTICS

PROPERTY CARRIERS OPERATING DATA YEAR END				PASSENGER CARRIERS OPERATING DATA YEAR END			
Revenue Equipment Available	Number Owned	Number Leased	Total	Revenue Equipment Available	Number Owned	Number Leased	Total
Trucks	NOT APPLICABLE			Taxi Cab			
Truck Tractors				Bus			
Trailers (Semi/Full)				Limousine			
Total				Van			
				Others			

HOUSEHOLD GOODS CARRIERS ONLY

Transported Distances	Intrastate Revenue (PA)
40 miles or less	\$
over 40 miles	\$

OPERATING STATISTICS — PASSENGER TRANSPORTATION

Revenue Mileage During Year:	Passengers Carried:	Live Miles During Year
Fixed Route Service: NOT APPLICABLE	Fixed Route Service:	Dead Miles During Year
Intrastate	Regular Fare Passenger	Total
Interstate	Transfer Passenger	Number of trips
Total	Total	Number of passengers
Group or Party Service:	Group or Party Service:	Average number of passengers per trip
Intrastate	Intrastate	Phila. Taxicabs Only: Provide List of Current Authorized TX Numbers.
Interstate	Interstate	
Total	Total	

Population of area in which certified	Number of competitive taxicab carriers also serving all or part of above area:
Under 20,000	None
Over 20,000	One
	More than One

OTHER NON-OPERATING INCOME

State separately each item included in the account during the year.

Line No.	Description of Item (a)	Amount (b)
1	Customer Accommodations	\$ (209)
2	Miscellaneous Income	1681
3	Service Charge Income	1863
4		
5		
6		
7		
	Enter in Line 19, p. 15	TOTAL 3335

OTHER DEDUCTIONS

State separately each item reflected in the books at the close of year.

Line No.	Description of Item (a)	Amount (b)
1		\$
2		
3	NONE	
4		
5		
6		
7		
8		
9		
10		
11		
	Enter in Line 28, p. 15	TOTAL

COMPARATIVE BALANCE SHEET (omit cents)

ASSETS AND OTHER DEBITS

Balances at beginning of year must be consistent with balances at end of the previous year.

Line No. (a)	Account Title (b)	Sched. Page No. (c)	Balance At Beginning of Year (d)			Balance At Close of Year (e)			Net Change During the Year (f)		
		
	I. CURRENT ASSETS		...	...	...	...	...	...	..	...	...
1	Cash										
2	Working Funds				2 000			3 000			1 000
3	Special Deposits										
4	Temporary Cash Investments										
5	Notes Receivable				2 083			29 401			27 318
6	Receivables from Associated Companies				79 184			36 1378			42 806
7	Accounts Receivable				183 500			196 951			13 451
8	Subscribers to Capital Stock										
9	Interest and Dividends Receivable										
10	Material and Supplies	10									
11	Other Current Assets Cash Exchange				600			200			400
12	Total Current Assets				267 1367			265 930			1 437
13	II. TANGIBLE PROPERTY		...	...	...	...	...	...	..	...	...
14	Carrier Operating Property	6			774 858			796 134			
15	Carrier Operating Property Leased to Others										
16	Non-Carrier Operating Property										21 276
17	Non-Operating Property										21 276
18	Total Tangible Property				774 858			796 134			21 276
19	III. INTANGIBLE PROPERTY		...	...	...	...	...	...	..	...	...
20	Organization, Franchises and Permits				260			260			
21	Other Intangible Property Covenant-Not-To-Compete				120 000			120 000			
22	Total Intangible Property				120 260			120 260			
23	IV. INVESTMENT SECURITIES AND ADVANCES		...	...	...	...	...	...	..	...	...
24	Investments and Advances -- Associated Companies										
25	Other Investments and Advances										
26	Total Investment Securities and Advances										
27	V. SPECIAL FUNDS		...	...	...	...	...	...	..	...	...
28	Sinking Funds										
29	Depreciation Funds										
30	Miscellaneous Special Funds										
31	Total Special Funds										
32	VI. DEFERRED DEBITS		...	...	...	...	...	...	..	...	...
33	Prepayments	9			13 999			14 876			877
34	Unamortized Debt Discount and Expense										
35	Other Deferred Debits										
36	Total Deferred Debts				13 999			14 876			877
37	VII. MISCELLANEOUS DEBIT ITEMS		...	...	...	...	...	...	..	...	...
38	Discount of Capital Stock										
39	Commission and Expense on Capital Stock										
40	Reacquired Securities - Treasury Stock				109 800			109 800			
41	Nominally Issued Securities										
42	Total Miscellaneous Debit Items				109 800			109 800			
43	GRAND TOTALS				1 286 284			1 307 000			20 716

CONTINGENCIES

Give particulars of any Contingent Assets or Liabilities at end of year. Minor items may be grouped by classes.

OPERATION AND MAINTENANCE EXPENSES (omit cents) (continued)

Account Title (b)		Total (c)		
TERMINAL OR STATION EXPENSES		***	***	***
1	Salaries and Commissions (Passenger) — Terminal Employees (Property)		52	791
2	Supplies and Expenses		113	346
3	Repairs to Station Buildings or Terminals and Equipment			
4	Commission Agents and Connecting Lines			
5	Commissions Paid		84	629
6	Other Expenses Allowed			
7	Interline Commissions Paid			
8	Interline Commissions Earned — Credit			
9	Collection and Delivery			
10	Purchased Collection and Delivery or Local Cartage			
11				
12				
13	Total		250	766
TRAFFIC SOLICITATION OR SALES, TARIFF AND ADVERTISING EXPENSE		***	***	***
1	Salaries and Expenses		113	240
2	Tariffs and Schedules			636
3	Tickets and Baggage Checks			
4	Other Traffic or Sales Expenses — Coming Home Service		5	544
5	Advertising		46	167
6	Total		165	587
INSURANCE AND SAFETY EXPENSE		***	***	***
1	Salaries and Expenses — Insurance and Safety			
2	Public Liability and Property Damage Insurance		29	524
3	Injuries and Damage — Claims		16	792
4	Workmen's Compensation — Insurance		42	874
5	Workmen's Compensation — Self Insurance			
6	Baggage and Express or Cargo Insurance			
7	Baggage and Express or Cargo Loss and Damage		21	848
8	Fire and Theft Insurance			
9	Other Insurance — Vehicle		37	205
10	Total		148	243
ADMINISTRATIVE AND GENERAL EXPENSE		***	***	***
1	Salaries of General Officers		102	601
2	Expenses of General Officers		12	416
3	Salaries of General Office Employees		93	333
4	Expenses of General Office Employees			
5	Legal Expenses			
6	General Office Supplies and Expenses		13	434
7	Communication Service		19	061
8	Outside Auditing Expenses		13	772
9	Employees' Welfare Expenses		79	209
10	Purchasing and Store Expenses — CBS Billing Service		21	767
11	Other General Expenses		28	383
12	Management and Supervision Fees and Expenses (Submit Detail on Page 3)			
13	Franchise Requirements — Bank Retirement Pay—J. A. O'Brien		19	200
14	Franchise Requirements — Credit			
15	Other Regulatory Commission Expenses			
16	Uncollectible Revenues		2	256
17	Repairs & Maint. — F&F		2	481
18	Discount on Purchases		(2)	419
19	Total		405	494
20	Grand Total		1 731	340

POOR ORIGINAL

OPERATING REVENUES Passenger Carriers (omit cents)

Show hereunder the revenues derived by the carrier during the year from transportation service and for service incident thereto classified between intrastate and interstate revenues and in accordance with the accounts contained in the Uniform System of Accounts.

CLASSIFICATION	Revenues From Intrastate (PA) Operations			Revenues From Interstate Operations			Total Revenues		
	***	***	***	***	***	***	***	***	***
Passenger Revenue — Scheduled route service	NOT APPLICABLE								
— Group and party service									
— Call or demand service									
— Limousine service									
— Airport transfer service									
— Para-Transit service									
Other Revenue — Baggage, mail, express, newspapers, etc.									
Total									
Other Revenue — School Contracts									
Other Income From Lease Drivers									
Total Operating Revenue									
Senior citizens grant and purchase of service agreement included in above — \$ _____									

OPERATING REVENUES Property Carriers (omit cents)

CLASSIFICATION	Revenues From Intrastate (PA) Operations			Revenues From Interstate Operations			Total Revenues		
	***	***	***	***	***	***	***	***	***
TRANSPORTATION OF PROPERTY									
Freight Revenue — Common Carrier — Intercity		305	857		999	699	1	305	556
Freight Revenue — Local Cartage		407	793					407	793
Total Revenue — Transportation of Property		713	650		999	699	1	713	349
Other Operating Revenue — Submit Detail		122	917		221	985		344	902
Total Operating Revenues (Account 3000)		836	567	1	221	684	2	058	251

OPERATION AND MAINTENANCE EXPENSES (omit cents)

Show hereunder the operating and maintenance expenses of the carrier for the year covered by this report, classified in accordance with the Uniform Systems of Accounts for Class I Carriers of passengers and/or property by motor vehicle.

Line No. (a)	Account Title (b)	Total (c)		
		***	***	***
EQUIPMENT MAINTENANCE AND GARAGE EXPENSE				
1	Supervision of Shop and Garage			21 777
2	Repairs to Shop and Garage			1 683
3	Operation and Maintenance of Service Equipment			904
4	Repairs to Shop and Garage Buildings and Grounds			17 881
5	Light, Heat, Power and Water for Shops and Garages			6 625
6	Other Shop and Garage Expenses			126
7	Repairs to Revenue Equipment			43 174
8	Servicing of Revenue Equipment			
9	Tires and Tubes — Revenue Equipment			7 529
10	Joint Garage Expenses — Debit			
11	Joint Garage Expense — Credit			
12	Total			99 699
TRANSPORTATION EXPENSE				
1	Supervision of Transportation			
2	Drivers and Helpers' Wages and Bonuses *Includes Owner/Operator Payments			565 263
3	Fuel for Revenue Equipment			30 458
4	Call or Demand Contra			
5	Purchased Transportation — Submit Detail			6 582
6	Road Expense			14 598
7	Bridge, Tunnel and Ferry Tolls			
8	Wages of Miscellaneous Transportation Employees			23 998
9	Other Transportation Expenses — Vacation/Holiday Pay			20 652
10	Total			661 551

COMPARATIVE INCOME STATEMENT (omit cents)

1. State the income of the carrier classified in accordance with the instructions prescribed in the Uniform System of Accounts for Class I Motor Carriers.
 2. Enter in Column (c) the income applicable to the year covered by this report; in Column (d) enter the income applicable to the preceding year; and in Column (e) enter the difference between Columns (c) and (d). Current year excesses over previous year figures shall be shown in black and the decreases shown in red (or in black followed by appropriate symbol).
 3. If the increases and decreases are in anywise inconsistent with previously reported figures, explained under Explanatory Remarks.

Line No. (a)	Description (b)		Amounts Applicable To The Year Covered By This Report (c)			Comparison With Preceding Year (d)			Difference Increase — Black Decrease — Red (e)		
1	I. CARRIER OPERATING INCOME		***	***	***	***	***	***	***	***	***
2	Revenues:		***	***	***	***	***	***	***	***	***
3	Operating Revenues (A)		2	058	251	1	974	369		83	882
4	Expenses:		***	***	***	***	***	***	***	***	***
5	Operation and Maintenance Expenses	16-17	1	731	340	1	803	779		72	439
6	Depreciation Expense	18		114	221		132	842		18	621
7	Amortization Chargeable to Operations	18		16	268					16	268
8	Operating Taxes and Licenses	18		95	497		91	910		3	587
9	Operating Rents			68	836		47	964		20	872
10	(Gain) or Loss on Disposition of Operating Assets			(32	810)		(2	500)		(30	310)
11	Total (B)		1	993	352	2	073	995		80	643
12	Net Operating Revenue			64	899		(99	626)		164	525
13	II. OTHER INCOME		***	***	***	***	***	***	***	***	***
14	Net Income from Non-Carrier Operations	19						20			20
15	Net Income from Non-Operation Property	19									
16	Interest Income			1	062			42		1	020
17	Dividend Income										
18	Income from Sinking and Other Funds										
19	Other Non-Operating Income	21		3	335		240	697		237	362
20	Total Other Income			4	397		240	759		236	362
21	Gross Income			69	296		141	133		71	837
22	III. INCOME DEDUCTIONS		***	***	***	***	***	***	***	***	***
23	Interest on Long-Term Obligations			29	630		26	950		2	680
24	Other Interest Deductions										
25	Taxes Assumed on Interest										
26	Amortization of Debt Discount and Expenses										
27	Amortization of Premium on Debt — Credit										
28	Other Deductions	21									
29	Total Income Deductions			29	630		26	950		2	680
30	Net Income before Income Taxes			39	666		114	183		74	517
31	Provision for Income Taxes (C)			11	632		31	589		19	957
32	Net Income (or Loss) Transferred to Earned Surplus			28	034		82	594		54	560

$$\text{Operating Ratio before Income Taxes (B) } \div \text{ (A) } = \frac{95}{98} \%$$

$$\text{Operating Ratio after (Gain) or Loss on Disposition of Operating Assets } = \frac{98}{98} \%$$

EXPLANATORY REMARKS — Comparative Income Statement

This space may be used by the carrier in furnishing additional data in support of any item appearing in the above Income Statement which by reason of its unusual charter justifies an explanation.

EARNED SURPLUS (omit cents)

Give below an analysis of the changes in Earned Surplus during the year.
Describe separately each item of \$1,000 or more. Items of less than \$1,000 may be grouped.

Description (a)	Amount (b)	
Earned Surplus (or deficit) at Beginning of Year	141	709
Credits During Year:	***	***
Surplus Credits Applicable to Prior Years (Specify):	***	***
Credit Balance Transferred from Income Account (p. 15)	28	034
Other Credits to Surplus (Specify):	***	***
Total Credits During Year	28	034
Total Credits	28	034
Debits During Year:	***	***
Surplus Debits Applicable to Prior Years (Specify):	***	***
Debit Balance Transferred from Income Account (p. 15)		
Dividend Appropriations	***	***
Appropriation to Reserves (Specify):		
Other Appropriations (Specify):	***	***
Other Debits to Surplus (Specify):	***	***
Total Debits During Year		
Earned Surplus (or Deficit) at End of Year	169	743

DIVIDEND APPROPRIATIONS (omit cents)

- Show the information called for below concerning dividends declared on each class of stock during the year. Give particulars concerning any dividend arrears on cumulative preferred stock.
- Show separate groupings for common and preferred dividends and give totals for each group.
- Separate entries shall be made where a difference exists in the number of shares on which dividends were declared.

Class of Stock (a)	Number of Shares on Which Declared (b)	Dividends Per Share (c)	Total Dividends Declared During Year (d)	Dividends Declared Unpaid End of Year (e)
NOT APPLICABLE				
Total				

CAPITAL STOCK (omit cents)

1. Give the particulars called for concerning common and preferred stock at end of year, distinguishing separate series of any general class.
2. Entries in column (b) should represent the number of shares authorized by the Articles of Incorporation.
3. The amount shown in column (g) with respect to nonpar stock without a stated value or assigned value should be the cash value per share of the consideration received.
4. Give particulars concerning any capital stocks pledged, stating name of the pledgee, and purpose of the pledge.
5. The designation of each class of preferred stock should show the dividend rate and whether the dividends are cumulative or noncumulative, and participating or nonparticipating.

Class and Series of Stock (a)	Number of Shares Authorized (b)	Value Per Share		Outstanding Per Balance Sheet (omit cents)		Held by Respondent (omit cents)							
		Par Value Stock (c)	Nonpar Stock (d)	Shares (e)	Amount* (f)	As Recquired Stock		In-Sinking and Other Funds					
						Shares (g)	Amount (h)	Shares (i)	Amount (j)				
Preferred Capital Stock:													
Total Preferred Capital Stock													
Common Capital Stock:													
	2,000	10	100		1,000	900	9,000						
Total Common Capital Stock	2,000	10	100		1,000	900	9,000						

SECURITIES ISSUED OR ASSUMED DURING YEAR

1. Report below the particulars called for concerning securities issued or assumed during the year.
2. Group and show separate totals for each class and series of securities.
3. Give particulars concerning the assumption of long-term debt of others.
4. Nonpar stock should be reported in column (c) at stated or assigned values, or if there is no stated value, or assigned value, there should be reported the cash value of the consideration received.
5. Give particulars concerning consideration other than cash received for securities issued during the year.
6. Show for each class and series of securities, as a separate section of this schedule, expenses incurred during year applicable to issues of prior years.

Class and Series of Security (a)	F.U.C. S.C. No. (b)	Number of Shares of Stock Issued (c)	Par Value of Stock (d)	Principal Amount Issued or Assumed (e)	Discount (f)	Premium (g)	Expense During Year	
							Brokerage (h)	Other (i)
NOT APPLICABLE								

EQUIPMENT AND OTHER LONG-TERM OBLIGATIONS (omit cents)
(Excluding Advances from Associated Companies)

1. Give below the particulars indicated of the long-term debt at end of year represented by unmatured obligations issued or assumed by the respondent, exclusive of advances from associated companies.
2. Group entries according to accounts and show the total for each account.
3. For obligations assumed by the respondent shown in column (a) the name of the issuing company and the class and series of such obligations.
4. For Receivers' Certificates show the name of the court and date of court order under which such certificates were issued.
5. If the respondent has pledged any of its long-term debt securities give particulars in a footnote, including name of the pledgee and purpose of the pledge.
6. If interest expense was incurred during the year on any obligations retired or reacquired before end of year, include such interest expense in column (g).
7. If interest was matured but unpaid on any obligation, state in a footnote the class and series and principle amount of such obligation and the amount of interest matured thereon.

Class and Series of Obligation (a)	Nominal Date of Issue (b)	Date of Maturity (c)	Principal Amount Authorized (d)	Outstanding* Per Balance Sheet (e)	Interest for Year		Held by Respondent	
					Rate (f)	Amount (g)	As Reacquired Long-Term Debt (h)	In Sinking and Other Funds (i)
Allied Van Lines, Inc.	7/85	6/90	99 016	9 916	Prime	+ 3/4%		
Allied Van Lines, Inc.	7/85	6/90	25 950	2 568	Prime	+ 3/4%		
Allied Van Lines, Inc.	6/86	6/91	17 635	15 005	Prime			
Allied Van Lines, Inc.	7/86	6/91	50 075	5 292	Prime			
Allied Van Lines, Inc. (2)	6/87	5/92	53 990	26 090	Prime			
Allied Van Lines, Inc.	5/87	7/92	35 000	17 510	Prime	+ 1-3/4%		
CIT Corp.	7/86	7/90	31 808	5 918	12.5%			
GMAC	5/86	5/90	10 400	1 296	8.9%			
1st National Bank of Leesport	10/86	10/90	10 000	2 512	10%			
1st National Bank of Leesport	6/87	5/90	15 800	2 549	10%			
Meridian Bank	9/88	8/92	13 651	11 194	10.5%			
Meridian Bank	12/89	12/92	8 974	10 562	10.9%			
Northeastern Bank	9/89	9/93	13 912	15 159	11.5%			
VCI	1/89	2/91	10 483	6 264	4.9%			
O'Brien's Storage Co.	8/88	7/96	20 000	18 134	9%			
Jack O'Brien, Jr.	8/88	7/96	109 800	99 553	9%			
Jack O'Brien, Jr.	8/88	7/98	120 000	100 500	-			
Total	***	***	646 494	350 021	***			

ending without reduction for amounts held by respondent.

TAXES ACCRUED (omit cents)

State the particulars regarding taxes accrued during the year.

Line No.	Description (a)	Balance at close of year (b)
1.	Operating taxes and license:	
2.	Gasoline, other fuel & oil taxes	\$ _____
3.	Vehicle licenses & registration fees	_____
4.	Real estate & personal property taxes	_____
5.	Social security taxes (including Federal & State	
6.	unemployment & old age taxes)	2948
7.	Other taxes (describe):	
8.	Sales Tax	9
9.	.....	_____
10.	.....	_____
11.	.....	_____
12.	Total	2957
13.	Income taxes:	
14.	Federal.... (Deferred)	1225
15.	State..... (Deferred)	760
16.	Other (describe):	
17.	.....	_____
18.	.....	_____
19.	.....	_____
20.	Total	1985
21.	Grand Total	4942

PREPAYMENTS (omit cents)

Show the requested information for each of the subdivisions of this account.

Line No.	Items (a)	Balance at close of year (b)
1.	Taxes & Licenses	\$ 6180
2.	Insurance	8406
3.	Interest	_____
4.	Rents	1
5.	Stationery & printed matter	_____
6.	Tires & tubes	290
7.	Miscellaneous - Fuel	_____
8.	Total	14,876

MOTOR VEHICLE EQUIPMENT RETIRED DURING YEAR

The information called for below shall be given for each motor vehicle, including trailers, automobiles and service cars, retired during the year.

Line No.	Make of Vehicle (a)	Model (Year) (b)	Type of Body (c)	Seating Capacity or Tonnage (d)	Date Purchased (e)	Date Retired (f)	Book Cost of Vehicle Retired (g)	Salvage Trade-in or Other Amount Realized (i)	Net Charge To Reserve (j)	Depreciation Adjustment (k)	Total Mileage at Date of Retirement (l)
1	Ford	1985	Tempo		1984	1989	8,420		8,420		
2	Chevy	1986	Celebrity		1986	1989	10,905		10,905		
3											
4											
5											
6											
7											
8											
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31											
32											
33											
34											
35											
Totals											
											19825

MOTOR VEHICLE EQUIPMENT AT END OF YEAR (omit cents)

1. The information called for below shall be given for each motor vehicle, including trailers, automobiles and service cars, included in carrier operating property at the end of year.
 2. In the event the carrier has recorded on its books the purchase of motor vehicles on a basis other than cost, a statement shall be attached showing a reconciliation between the amount as recorded and the cost to the carrier of such motor vehicle.

Make of Vehicle	Model (Year)	TX Number	Type of Body	Seating Capacity or Tonnage	Date Purchased	Condition When Purchased (New or Used)	Cost to Carrier At Time of Purchase	Depreciation Accrued		Total Miles Operated During Year
								Current Year	Total At End of Year	
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)
Mack	1977		Tractor		1977	N	28,974		28,974	
Chevy	1978		Tractor		1985	N	11,000	2,310	11,000	
GMC	1985		Tractor		1985	N	49,508	10,396	49,508	
GMC	1985		Tractor		1985	N	49,508	10,396	49,508	
GMC	1986		Tractor		1986	N	50,075	10,516	39,560	10,516
Mack	1986		Tractor		1986	N	35,231	7,398	27,832	7,398
Highway	1968		Trailer		1968	N	8,300		8,300	
Matlock	1973		Trailer		1973	N	7,981		7,981	
Trailmobile	1979		Trailer		1973	N	13,900		13,900	
Kentucky	1976		Trailer		1976	N	12,007		12,007	
Kentucky	1976		Trailer		1976	N	12,007		12,007	
Fruehauf	1974		Trailer		1974	N	10,500		10,500	
Great Dane	1985		Trailer		1985	N	25,950	5,449	25,950	
Kentucky	1986		Trailer		1986	N	17,635	3,703	14,108	3,527
Great Dane	1986		Trailer		1986	N	26,995	5,669	21,326	5,669
Great Dane	1986		Trailer		1986	N	26,995	5,669	21,326	5,669
International	1984		Truck		1984	N	41,684	8,753	41,684	
International	1984		Truck		1984	N	41,684	8,753	41,684	
International	1987		Truck		1987	N	35,000	8,120	22,820	12,180
Chevy Truck	1984		Truck		1984	N	19,769		19,769	
Chevy Van	1985		Truck		1985	N	11,315		11,315	
Chevy Van	1987		Truck		1987	N	15,800	4,614	11,250	4,550
Chevy	1986		Celebrity		1986	N	11,537		11,537	
Chevy	1986		Astro		1986	N	12,326		12,326	
Mercury	1988		Marquis		1988	N	16,951	4,100	6,660	10,291
Volkswagon	1989		Jetta		1989	N	10,483	1,922	1,922	8,561
Ford	1989		Taurus		1989	N	13,912	927	927	12,985
Volkswagon	1989		Fox		1989	N	8,974	150	150	8,824
Total	.....	.....	.....	.....	....		626001	98845	535831	90170

TANGIBLE AND INTANGIBLE PROPERTY (omit cents)

1. The carrier shall show hereunder, by prescribed accounts, the cost of its property. In the event the carrier has recorded the property on its books on any basis other than cost, a statement shall be attached showing a reconciliation between the amount as recorded and the cost of the property. Attach also a statement explaining all adjustments of \$500 or more made during the year.

2. The amounts reported on this schedule shall be consistent, as appropriate with amounts reflected in the Balance Sheet on page 4.

Line No.	Account	CARRIER OPERATING PROPERTY RETIRED DURING YEAR (omit cents)						Book Cost of Property Retired	Cost of Removal and Other Charges	Insurance Recovered	Salvage, Trade-in or Other Amount Realized	Net Charge To Reserve	Depreciation Adjustment*
		Balance Beginning of Year	Additions During Year	Retirements During Year	Adjustments During Year	Balance at Close of Year							
TANGIBLE PROPERTY													
1	Land and Land Rights												
2	Structures												
3	Revenue Equipment — Freight												
4	Revenue Equipment — Passenger	551,818										551,818	
5	Revenue Equipment — Combination												
6	Service Cars and Equipment												
7	Shop and Garage Equipment	60,139	33,370	19,325								74,184	
8	Furniture and Office Equipment	71,745	430									72,175	
9	Miscellaneous Equipment	32,118	5,557									37,675	
10	Improvements to Leasehold Property												
11	Undistributed Property												
12	Unfinished Construction	59,038	1,244									60,282	
13	Total Carrier Operating Property												
14	Carrier Operating Property Leased to Others	774,858											
15	Non-Carrier Operating Property												
16	Non-Operating Property												
17	Total Tangible Carrier Property												
18													
INTANGIBLE PROPERTY													
19	Organization	774,858	40,601	19,325								796,134	
20	Franchises												
21	Total Organization, Franchises and Permits	260										260	
22	Other Intangible Property — Covenant — Not — To — Compete	260										260	
23	Total Intangible Property	120,000										120,000	
24	GRAND TOTALS	120,260										120,260	
CARRIER OPERATING PROPERTY RETIRED DURING YEAR (omit cents)													
Line No.	Account Title	Book Cost of Property Retired	Cost of Removal and Other Charges	Insurance Recovered	Salvage, Trade-in or Other Amount Realized	Net Charge To Reserve	Depreciation Adjustment*						
1	Land and Land Rights												
2	Structures												
3	Revenue Equipment — Freight												
4	Revenue Equipment — Passenger												
5	Revenue Equipment — Combination												
6	Service Cars and Equipment												
7	Shop and Garage Equipment	19,325				19,325							
8	Furniture and Office Equipment												
9	Miscellaneous Equipment												
10	Improvements to Leasehold Property												
11	Undistributed Property												
12	GRAND TOTALS	19,325				19,325							

COMPARATIVE BALANCE SHEET (omit cents)

LIABILITIES AND OTHER CREDITS

Balances at beginning of year must be consistent with balances at end of the previous year.

Line No. (a)	Account Title (b)	Schd. Page No. (c)	Balance At Beginning of Year (d)			Balance At Close of Year (e)			Net Change During the Year (f)		
	I. CURRENT LIABILITIES		***	***	***	***	***	***	**	***	***
1	Notes Payable		113	234		94	759		18	475	R
2	Matured Equipment and Long-Term Obligations										
3	Payables to Associated Companies										
4	Accounts Payable		29	252		13	352		15	900	R
5	Wages Payable		15	068		21	565		6	497	
6	Unredeemed Tickets (Passenger carriers only)										
7	C.O.D.'s Unremitted										
8	Dividends Declared										
9	Taxes Accrued	9	32	762		4	942		27	820	R
10	Interest Accrued			251						251	R
11	Matured Interest										
12	Other Current Liabilities		2	925		2	150			775	R
13	Total Current Liabilities		193	492		136	768		56	724	R
14	II. ADVANCES PAYABLE		***	***	***	***	***	***	**	***	***
15	Advances Payable to Associated Companies										
16	Other Advances Payable - Deferred Storage		3	314		4	558		1	244	
17	Total Advances Payable		3	314		4	558		1	244	
18	III. EQUIPMENT AND OTHER LONG-TERM OBLIGATIONS		***	***	***	***	***	***	**	***	***
19	Equipment Obligations	11	318	265		255	263		63	002	R
20	Bonds	11									
21	Other Long-Term Obligations	11									
22	Total Equipment and Other Long-Term Obligations		318	265		255	263		63	002	R
23	IV. DEFERRED CREDITS		***	***	***	***	***	***	**	***	***
24	Unamortized Premium on Debt										
25	Other Deferred Credits										
26	Total Deferred Credits										
27	V. RESERVES		***	***	***	***	***	***	**	***	***
28	Accumulated Depreciation on Carrier Operating Property	10	410	563		502	309		91	746	
29	Accumulated Amortization on Carrier Operating Property										
30	Reserve for Depreciation and Amortization on Other Property		158	941		178	359		19	418	
31	Reserve for Uncollectible Accounts										
32	Insurance Reserves	10									
33	Injuries, Loss and Damages Reserves										
34	Other Reserves										
35	Total Reserves		569	504		680	668		111	164	
36	VI. CAPITAL STOCK		***	***	***	***	***	***	**	***	***
37	Preferred Capital Stock	12									
38	Common Capital Stock	12	10	000		10	000				
39	Premiums and Assessments on Capital Stock		50	000		50	000				
40	Capital Stock Subscribed										
41	Total Capital Stock		60	000		60	000				
42	VII. NON-CORPORATE CAPITAL		***	***	***	***	***	***	**	***	***
43	Sole Proprietorship Capital	13									
44	Partnership Capital	13									
45	Total Non-Corporate Capital										
46	VIII. UNAPPROPRIATED SURPLUS		***	***	***	***	***	***	**	***	***
47	Unearned Surplus	13									
48	Earned Surplus	14	141	709		169	743		28	034	
49	Total Unappropriated Surplus		141	709		169	743		28	034	
50	GRAND TOTALS		1	286	284	1	307	000	20	716	

3-1-67.21 238

Commonwealth of Pennsylvania



POOR ORIGINAL

Department of State Office of the Secretary of the Commonwealth

To all to whom these Presents shall come, Greeting:

WHEREAS, Under the provisions of the Business Corporation Law, approved the 5th day of May, Anno Domini one thousand nine hundred and thirty-three, P. L. 364, as amended, the Department of State is authorized and required to issue a

CERTIFICATE OF INCORPORATION

evidencing the incorporation of a business corporation organized under the terms of that law.

AND WHEREAS, The stipulations and conditions of that law have been fully complied with by the persons desiring to incorporate as

GLOSE MOVING & STORAGE, INC.

THEREFORE, KNOW YE, That subject to the Constitution of this Commonwealth and under the authority of the Business Corporation Law, I do by these presents, which I have caused to be sealed with the Great Seal of the Commonwealth, create, erect, and incorporate the incorporators of and the subscribers to the shares of the proposed corporation named above, their associates and successors, and also those who may thereafter become subscribers or holders of the shares of such corporation, into a body politic and corporate in deed and in law by the name chosen and hereinbefore specified, which shall exist perpetually and shall be invested with and have and enjoy all the powers, privileges, and franchises incident to a business corporation and be subject to all the duties, requirements, and restrictions specified and enjoined in and by the Business Corporation Law and all other applicable laws of this Commonwealth.



GIVEN under my Hand and the Great Seal of the Commonwealth, at the City of Harrisburg, this 14th day of July in the year of our Lord one thousand nine hundred and sixty-seven and of the Commonwealth the one hundred and ninety-second

Gray Sneyd

Secretary of the Commonwealth 11m

B.B.

Department of State
Corporation Bureau

ARTICLES
OF
INCORPORATION

In compliance with the requirements of the Business Corporation Law, approved the 5th day of May, A.D. 1933, P.L. 364, as amended, the undersigned, all of whom are of full age* desiring that they may be incorporated as a business corporation, do hereby certify:

1. The name of the corporation is:

GLOSE MOVING & STORAGE, INC.

2. The location and post office address of its initial registered office in this Commonwealth is:

230 North Eighth Street, Allentown, Lehigh County, Pennsylvania

Number Street City County

3. The purpose or purposes of the corporation which shall be organized under this Act are as follows: (**)

to engage in the moving and storage business and to have unlimited power to engage in and to do any lawful act concerning any or all lawful business for which corporation may be incorporated under this Act and that the corporation is incorporated under the provisions of the above act.

4. The term of its existence is: perpetual.

5. The aggregate number of shares which the corporation shall have authority to issue is: (***)

\$20,000.00 which shall be divided into 2,000 shares of common stock with a par value of \$10.00 per share.

TO: 2100 1041

(*) One or more corporations or natural persons of full age may incorporate a business corporation under the provisions of this Act.

(**) It shall not be permissible or necessary to set forth any powers enumerated in Section 302 of the Act.

(***) There should be set forth the number and par value of all shares having par value; the number of shares without par value; and the stated capital applicable thereto. If the shares are to be divided into classes, a description of each class and a statement of the preferences, qualifications, limitations, restrictions, and the special or relative rights granted to, or imposed upon, the shares of each class.

FILING FEE — \$40.00

NOTE: Excise Tax at the rate of 1/5th of 1% (\$2.00 per \$1,000) will be due and payable at the time of filing of the Articles, computed by multiplying the number of authorized shares having par value by their par value, or if shares of no par stock are authorized, then on the stated capital applicable thereto as well.

ONLY A CLEARLY LEGIBLE ORIGINAL SHOULD BE SUBMITTED. SIGNATURES SHOULD BE IN BLACK INK.

6. The names and addresses of each of the first directors, who shall serve until the first annual meeting, are:

NAME	ADDRESS <small>(Including street and number, if any)</small>
Robert K. Boland	38 W. 6th Street, Reading, Pennsylvania
Joan K. Becker	1706 Parkersmen Ave., Reading, Pennsylvania
Ruth R. Wells	1761 W. 3rd Street, Reading, Pennsylvania

7. The names and addresses of each of the incorporators and the number and class of shares subscribed by each are:

NAME	ADDRESS <small>(Including street and number, if any)</small>	NUMBER AND CLASS OF SHARES
Robert K. Boland	38 W. 6th St., Rdg., Pa.	500 common
Joan K. Becker	1706 Parkersmen Ave., Rdg., Pa.	250 common
Ruth R. Wells	1761 W. 3rd St., Rdg., Pa.	250 common

IN TESTIMONY WHEREOF, the incorporators have signed and sealed these Articles of Incorporation this 13th day of July, 1967

..... (SEAL) Robert K. Boland (SEAL)
 (Robert K. Boland)

..... (SEAL) Joan K. Becker (SEAL)
 (Joan K. Becker)

..... (SEAL) Ruth R. Wells (SEAL)
 (Ruth R. Wells)

Approved and filed in the Department of State on the 14th day of July, A. D. 1967

Ray Jones
Secretary of the Commonwealth

NOTE: The Articles must be accompanied with registry statement, executed in triplicate, in the form prescribed by Section 206-B of the Act — all of which should be signed by an incorporator, as such.

Microfilm Number _____

Filed with the Department of State on _____

Christopher A. Brown

Entity Number _____

Secretary of the Commonwealth

APPLICATION FOR AMENDMENT, CANCELLATION OR WITHDRAWAL FICTITIOUS NAME

DSCB:54-312/313 (Rev 90)

RECEIVED

APR 11 1991

Indicate type of transaction (check one):

Application for Amendment of Fictitious Name Registration (54 Pa.C.S. § 312)

Application for Cancellation of Fictitious Name Registration (54 Pa.C.S. § 313)

Application for Withdrawal from Fictitious Name Registration (54 Pa.C.S. § 313)

In compliance with the requirements of 54 Pa.C.S.Ch.3 (relating to fictitious names), the undersigned entity or entities, desiring to amend, cancel or to withdraw from a fictitious name registration, hereby state(s) that:

1. The fictitious name as heretofore registered is: CHECKERBOARD VANS

2. The address of the principal place of business of the business or other activity carried on under or through the fictitious name, including number and street, if any, is (the Department is authorized to conform to the records of the Department):

RD#2, BOX 119, TAMAQUA, PA. 18252 SCHULYKILL
Number and Street City State Zip County

3. The last preceding filing with respect to this fictitious name was made in the Department of State on:

4/27/77 at _____
(Date) (Roll and Film)

4. (Check one or more of the following, as appropriate):

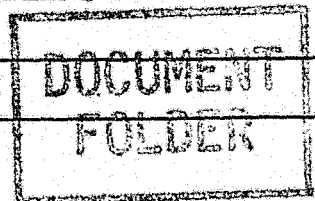
A. The fictitious name has been changed to: D'BRIEN'S-CHECKERBOARD VAN

B. The principal place of business set forth in Paragraph 2 has been changed to (PO Box alone is not acceptable):

Number and Street City State Zip County

C. The following party(ies) has(have) been added to the registration and their signature(s) appear(s) at the end of this application:

Name Number and Street City State Zip
RICHARD JORDAN, 736 SOUTH COTTONWOOD RD., WALNUTPORT, PA. 18088



The following party(ies) has(have) withdrawn from the business or other activity carried on under or through the fictitious name and their signature(s) appear(s) at the end of this application:

Name	Number and Street	City	State	Zip
ARTHUR MILLER,	RD#2,	TAMAQUA,	PA.	18252

The fictitious name registration is cancelled.

5. A brief statement of the character or nature of the business or other activity to be carried on under or through the fictitious name is: TRANSPORTATION AND STORAGE OF HOUSEHOLD GOODS

6. (Strike out if a withdrawal or cancellation): This amendment, without reference to any other filing, sets forth all information with respect to the fictitious name which would be required in an original filing under the Fictitious Names Act.

7. (Strike out if a withdrawal or cancellation): The applicant is familiar with the provisions of 54 Pa.C.S. § 332 (relating to effect of registration) and understands that filing under the Fictitious Names Act does not create any exclusive or other right in the fictitious name.

8. (Optional-See Instruction F): This application has been executed by an agent heretofore designated for that purpose in a prior filing in this registration.

IN TESTIMONY WHEREOF, the undersigned has(have) caused this Application for Amendment, Cancellation or Withdrawal-Fictitious Name to be executed this 27 day of MARCH, 1991.

Withdrawing parties signature(s)

Arthur W. Miller

Adding parties signature(s)

Richard Jordan

All current parties signature(s)

CHECKERBOARD VANS

(Name of Entity)

BY: Arthur W. Miller

(Signature)

TITLE: owner

O'BRIEN'S-CHECKERBOARD VANS

(Name of Entity)

BY: Richard Jordan

(Signature)

TITLE: PRESIDENT

MILLER, ARTHUR W.

CASE NUMBER	COMPLAINANT	DATE FILED	STATUS	BUR
A-00100172C801	PUC	09/18/80	P	SAC
A-00100172C821	PUC	05/07/82	P	SAC
A-00100172C831	PUC	08/26/83	P	TNR
A-00100172C832	PUC	09/16/83	P	SCT
A-00100172C841	PUC	04/06/84	P	SCT
A-00100172F001AMD	T/A CHECKERBOARD VANS	04/28/86	I	SEC
C-79111734	PUC	11/21/79	P	SAC

PRINT-

A520

90

PUC

804880

UT CODE: 804880

NAME: MILLER, ARTHUR W.
T/A: T/A CHECKERBOARD VANS
R.D. 2
TAMAQUA PA 18252

UT TYPE: TK

A-00100172

BALANCE

BILLING REGISTER
PAYMENTS

REVENUE

AMOUNT	TYPE	DATE
\$286.00		06/19/90
\$13.00		10/17/90

AMOUNT	TYPE	DATE
\$54,758	R	03/22/90

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12

CURRENT: \$286.00 05/21/90 PRIOR:
 ADD1: \$13.00 08/17/90 ADD2:
 STATUS: A REMARKS:

IN21 A-00100172

INSURANCE COMPANY CARGO	HARLEYSVILLE MUTUAL INSURANCE CO	
POLICY NUMBER CARGO	44 IMT 216205 FCA	
EFFECTIVE DATE CARGO	04 10 85	SUSPEND DATE 01
ACTIVITY CODE	STATUS N	

INSURANCE COMPANY LIABILITY	HARLEYSVILLE MUTUAL INSURANCE CO	
POLICY NUMBER LIABILITY	CI 05 42 20	
EFFECTIVE DATE LIABILITY	05 10 86	SUSPEND DATE 01
ACTIVITY CODE	STATUS N	

INSURANCE COMPANY BOND		
POLICY NUMBER BOND		
EFFECTIVE DATE BOND		SUSPEND DATE
ACTIVITY CODE	STATUS	

REMARKS: TRANSFER APPLICATION ACTION DATE

STATUS CODES:

N = Current insurance in force
I = Indefinite suspension

S = Authority suspended
C = Authority cancelled

T

AR21	A-00100172	YEAR	89	UTILITY TYPE:	TK	STATUS:	A
COMPANY NAME:	MILLER, ARTHUR W.						
TRADE NAME:	CHECKERBOARD VANS						
REVENUES INTRASTATE:							
SCHEDULED	0000000000	GROUP + PARTY	0000000000	CALL OR DEMAND	0000000000		
LIMOUSINE	0000000000	AIRPORT	0000000000	PARA-TRANSIT	0000000000		
FREIGHT	0000054758	OTHER	0000000000	TOTAL-INTRA	0000054758		
TOTAL INTERSTATE	0000000000	TOTAL OPERATING REVENUE	0000054758				
EXPENSES:							
DEPRECIATION	0000004450	OPERATING TAXES	0000004383	RENTS	0000000000		
EQUIPMENT MAINTENANCE	0000000302	TRANSPORTATION	0000017149				
PURCHASE TRANS	0000000000	CONTRA	0000000000				
TERMINAL	0000000000	TRAFFIC	0000000373	INSURANCE	0000005450		
ADMINISTRATIVE	0000010098	TOTAL OPERATING EXPENSES	0000042205				
OPERATING RATIO BEFORE TAXES	0.77	O/R AFTER GAIN (LOSS) FROM ASSET	0.00				
POSTED BY:	ERH	DATE FILED:	03 21 90	DISP.			

May 3, 1991

IN REPLY PLEASE
REFER TO OUR FILE

Glose Moving & Storage, Inc.
P.O. Box 2185
Lehigh Valley, PA 18001

In re: A-00094076, F. 1, Am-A - Application of Glose Moving & Storage,
Inc.

Gentlemen:

Acknowledgement is made of an application filed by you on behalf of Glose Moving & Storage, Inc. for the rights of Arthur W. Miller, t/d/b/a Checkerboard Vans.

The application has been captioned as attached and will be submitted for review, provided no protests are filed on or before May 28, 1991. If protests are filed, you will be advised as to further procedure.

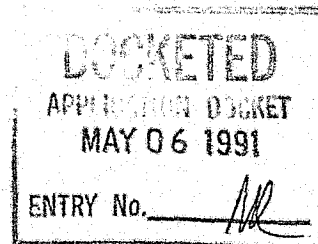
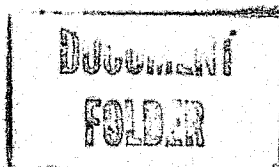
This application is accepted with the understanding that Arthur W. Miller, t/d/b/a Checkerboard Vans will continue to render the service covered by his certificate and comply with all the rules of the Commission, including the carrying of continuous insurance, until final disposition is made of the application by the Commission.

You are further advised that the above application will be published in the Pennsylvania Bulletin of May 4, 1991.

Very truly yours,

David Ehrhart
Supervisor - Application Section
Bureau of Transportation

DE:RP:kmb



A-00094076, Folder 1, Am-A GLOSE MOVING & STORAGE, INC. (P.O. Box 2185, Lehigh Valley, Lehigh County, PA 18001), a corporation of the Commonwealth of Pennsylvania, inter alia - new and used household goods, office furniture, office equipment, store fixtures and factory stock from points within fifteen (15) miles by the usually traveled highways of the applicant's warehouse in the city of Allentown, Lehigh County, to the said warehouse for storage: SO AS TO PERMIT the transportation of (1) property between points in the borough of Tamaqua, Schuylkill County, and within ten (10) miles by the usually traveled highways of the limits of said borough; (2) household goods and office furniture, stock and fixtures, showcases and racks in use and merchandise sold and purchased in bulk from the borough of Tamaqua, Schuylkill County, to other points in Pennsylvania, and vice versa; (3) meats and meat products shipped to the borough of Tamaqua, Schuylkill County, in carload lots by Hormel & Company, John Morrell & Company and Columbus Packing Company to points within fifty (50) miles by the usually traveled highways of the limits of the said borough; (4) as a Class B carrier, property between points in the city of Pottsville, Schuylkill County; (5) as a Class C carrier, uncrated furniture, oil, gasoline tanks and pumps from points in the city of Pottsville, Schuylkill County, to points within twenty (20) miles by the usually traveled highways of the city limits; (6) as a Class D carrier, household goods in use, from points in the city of Pottsville, Schuylkill County, to other points in Pennsylvania, and vice versa; (7) shirts and skirt making material for the Onyx Blouse Company between its factories in Pottsville, New Philadelphia and Orwigsburg, Schuylkill County; (8) surplus commodities for the Department of Property and Supplies from points in the city of Pottsville, Schuylkill County, to points in the counties of Schuylkill, Northumberland, Berks and Dauphin; (9) as a Class B carrier, property between points in the borough of Shenandoah, Schuylkill County, and within five (5) miles, by the usually traveled highways of the limits of said borough; (10) as a Class D carrier, household goods in use from points in the borough of Shenandoah, Schuylkill County, and within five (5) miles of the limits of said borough to points within two hundred (200) miles, by the usually traveled highways of the limits of said borough, and vice versa; (11) lawfully mined and lawfully prepared coal, freight, stone, flour and sugar between points in the borough of Shenandoah, Schuylkill County, and within twenty-five (25) miles by the usually traveled highways of the limits of said borough; provided no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of destination; (12) household furnishings in use between points in the boroughs of Shenandoah and Ringtown, and the township of West Mahanoy, Schuylkill County, and from points in the said boroughs and township to points in Pennsylvania, and vice versa; (13) household goods, works of art, office furnishings, plant equipment, and furnishings of households, institutions, offices, libraries, industrial plants, showrooms and carnivals, all in use, between points in the territory bounded by but excluding, Ashley, Nanticoke, Schickshinny, Berwick, Mainville (a village in Main Township, Columbia County), Ringtown, Shennandoah, Mahanoy City, Tamaqua, Summit Hill, Jim Thorpe (formerly Mauch Chunk), and Lehigh Tannery (a village in Kidder Township, Carbon County); and (14) household goods, works of art, office furnishings, plant equipment, and furnishings of households, institutions, offices, libraries, industrial plants, showrooms and carnivals, all in use, from points in the territory bounded by but excluding, Ashley, Nanticoke, Schickshinny, Berwick, Mainville (a village in Main Township, Columbia County), Ringtown, Shennandoah, Mahanoy City, Tamaqua, Summit Hill, Jim Thorpe (formerly Mauch Chunk), and Lehigh Tannery (a village in Kidder Township, Carbon County) to other points in Pennsylvania, and vice versa; which is to be a transfer of the rights authorized under the certificate issued at A-00100172 to Arthur W. Miller, t/d/b/a Checkerboard Vans, subject to the same limitations and conditions.

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

DATE _____

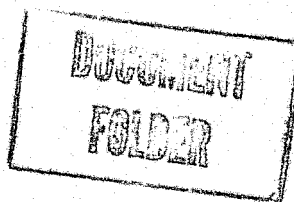
SERVICE _____

MAY -4 1991

BUREAU OF TRANSPORTATION
COMMON CARRIER
APRIL 1991

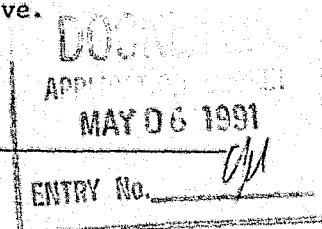
A-00094076
F. 1
Am-A

Application of Glose Moving & Storage, Inc., a corporation of the Commonwealth of Pennsylvania, for amendment to its common carrier certificate, which grants the right, inter alia, to transport, by motor vehicle, new and used household goods, office furniture, office equipment, store fixtures and factory stock from points within fifteen (15) miles by the usually traveled highways of the applicant's warehouse in the city of Allentown, Lehigh County, to the said warehouse for storage: SO AS TO PERMIT the transportation of (1) property between points in the borough of Tamaqua, Schuylkill County, and within ten (10) miles by the usually traveled highways of the limits of said borough; (2) household goods and office furniture, stock and fixtures, showcases and racks in use and merchandise sold and purchased in bulk from the borough of Tamaqua, Schuylkill County, to other points in Pennsylvania, and vice versa; (3) meats and meat products shipped to the borough of Tamaqua, Schuylkill County, in carload lots by Hormel & Company, John Morrell & Company and Columbus Packing Company to points within fifty (50) miles by the usually traveled highways of the limits of the said borough; (4) as a Class B carrier, property between points in the city of Pottsville, Schuylkill County; (5) as a Class C carrier, uncrated furniture, oil, gasoline tanks and pumps from points in the city of Pottsville, Schuylkill County, to points within twenty (20) miles by the usually traveled highways of the city limits; (6) as a Class D carrier, household goods in use, from points in the city of Pottsville, Schuylkill County, to other points in Pennsylvania, and vice versa; (7) shirts and skirt making material for the Onyx Blouse Company between its factories in Pottsville, New Philadelphia and Orwigsburg, Schuylkill County; (8) surplus commodities for the Department of Property and Supplies from points in the city of Pottsville, Schuylkill County, to points in the counties of Schuylkill, Northumberland, Berks and Dauphin; (9) as a Class B carrier, property between points in the borough of Shenandoah, Schuylkill County, and within five (5) miles, by the usually traveled highways of the limits of said borough; (10) as a Class D carrier, household goods in use from points in the borough



MAY 28 1991

Protests due on No Hearings _____
Protests due on Hearings - (5 days prior to date of hearing)
Notice of the above application was mailed to all certificate holders and railroad companies in the service area as noted above.



PENNSYLVANIA
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

DATE _____ SERVICE _____

- 2 -

of Shenandoah, Schuylkill County, and within five (5) miles of the limits of said borough to points within two hundred (200) miles, by the usually traveled highways of the limits of said borough, and vice versa; (11) lawfully mined and lawfully prepared coal, freight, stone, flour and sugar between points in the borough of Shenandoah, Schuylkill County, and within twenty-five (25) miles by the usually traveled highways of the limits of said borough; provided no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of destination; (12) household furnishings in use between points in the boroughs of Shenandoah and Ringtown, and the township of West Mahanoy, Schuylkill County, and from points in the said boroughs and township to points in Pennsylvania, and vice versa; (13) household goods, works of art, office furnishings, plant equipment, and furnishings of households, institutions, offices, libraries, industrial plants, showrooms and carnivals, all in use, between points in the territory bounded by but excluding, Ashley, Nanticoke, Schickshinny, Berwick, Mainville (a village in Main Township, Columbia County), Ringtown, Shennandoah, Mahanoy City, Tamaqua, Summit Hill, Jim Thorpe (formerly Mauch Chunk), and Lehigh Tannery (a village in Kidder Township, Carbon County); and (14) household goods, works of art, office furnishings, plant equipment, and furnishings of households, institutions, offices, libraries, industrial plants, showrooms and carnivals, all in use, from points in the territory bounded by but excluding, Ashley, Nanticoke, Schickshinny, Berwick, Mainville (a village in Main Township, Columbia County), Ringtown, Shennandoah, Mahanoy City, Tamaqua, Summit Hill, Jim Thorpe (formerly Mauch Chunk), and Lehigh Tannery (a village in Kidder Township, Carbon County) to other points in Pennsylvania, and vice versa; which is to be a transfer of the rights authorized under the certificate issued at A-00100172 to Arthur W. Miller, t/d/b/a Checkerboard Vans, subject to the same limitations and conditions.

MW:ll
4/22/91

Application received: 4/12/91
Application docketed: 4/22/91

Protests due on No Hearings
Protests due on Hearings - (5 days prior to date of hearing)
Notice of the above application was mailed to all certificate holders and railroad companies in the service area as noted above.

PENNSYLVANIA PUBLIC UTILITY COMMISSION



RECEIPT

The addressee named hereunder has paid Pennsylvania Public Utility Commission for the following bill, subject to final collection of check or money order tendered for such payment.

Glase Moving & Storage, Inc.
P.O. Box 2185
Lehigh Valley, PA 18061

Date May 21, 1991

CR 144226 A

RLS

In re application of Glase Moving & Storage, Inc.
A-94076, F.1, Am-A.....\$350.00

DOCKETED
MAY 23 1991

DOCKETED
FOLDER

Revenue account 001780-077601-102 (ck)
ck 011069 checks \$350.00 Currency
Utility account 50126

C. Joseph Valstgner
For Department of Revenue