

A-00106548F1

APPLICATION

F1 AME



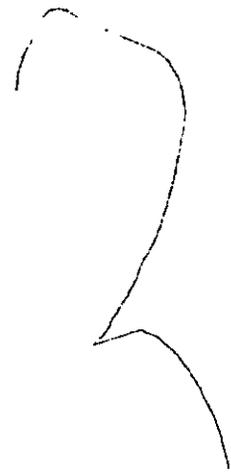
RECEIVED
BUREAU OF
TRANSPORTATION & SAFETY

99 FEB -5 PM 2:27

PILLAR · MULROY & FERBER

February 1, 1999

Re: Debo Moving and Storage, Inc.—
Purchase—Green Transfer & Storage, Inc.
File No. 1151-5



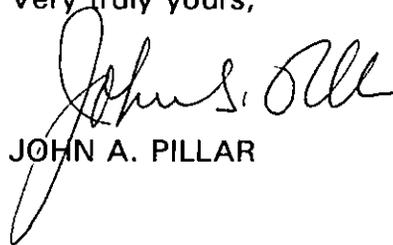
Hon. James J. McNulty, Secretary
Pennsylvania Public Utility Commission
P. O. Box 3265
Harrisburg, PA 17105-3265

Dear Sir:

We enclose for filing the original and two copies of an application on behalf of Debo Moving and Storage, Inc. to acquire the authority issued to Green Transfer & Storage, Inc. at Docket A-00107012. Also enclosed is the filing fee in the amount of \$350.00.

Please acknowledge receipt of the enclosures on the duplicate of this letter of transmittal and return it in the stamped, self-addressed envelope provided. If you require any further information in order to process this transfer application, please advise the undersigned.

Very truly yours,


JOHN A. PILLAR



sw
Enclosures

cc: Debo Moving and Storage, Inc.
Green Transfer & Storage, Inc.
Craig Wynn, Esq.

RECEIVED
SECRETARY'S BUREAU

99 FEB -5 AM 10:41

034920

2

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

TRANSPOR...

99 FEB -5

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Debo Moving and 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. A-00107012, Folder No. 1, issued to

Green Transfer & Storage, Inc.
(Transferor-Seller)

for transportation of property (household goods)
(persons-property)

PUC USE ONLY	
Docket No.	<u>106548</u>
Folder No.	<u>F1 AM-E</u>

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

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

2. N/A
(Trade name, if any)

The trade name _____ been registered with the Secretary of the
(has or has not)

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

3. 1508 B State Street W. _____
(Business Street Address) (P.O. Box, if any)

Baden Beaver PA 50051 724/869-9555
(City) (County) (State) (Telephone)

RECEIVED
APPLICATION DOCKET

**DOCUMENT
FOLDER**

99 FEB -5 AM 10:42

03492266180
FEB 08 1999
ENTRY No. 8

RECEIVED
BUREAU OF
TRANSPORTATION & SAFETY
99 FEB -5 PM 2:28

4. Applicant's attorney (for this application) is:

John A. Pillar, Esq., 1106 Frick Building, Pgh., PA 15219 412/471-3300

(Name) (Address) (Telephone)

5. Any documents should be mailed to:

Transferee: Brian K. Debo, President
~~Debo Moving and Storage, Inc., P.O. Box 278, New Brighton, PA 15066~~
(Name) (Address)

Transferor: David Sabol, Green Transfer & Storage, Inc., 801 - 23rd St.
~~600 11th Street, Ambridge, PA 15003~~
(Name) (Address)

6. Applicant does hold Pa. PUC authority under Docket Number 15001
(does or does not)

A- 00106548 and operates as a common carrier.
(common or contract)

7. Applicant does not hold Interstate Commerce Commission authority
(does or does not)

at Docket No. _____.

8. Applicant is (check one):

Individual.

Partnership. Must attach a copy of the partnership agreement (unless a copy is presently on file with PUC), and list names and addresses of partners below (use additional sheet if necessary).

(Name) (Address)

Corporation. Organized under the laws of the State of Pennsylvania

and qualified to do business in Pennsylvania by registering with the Secretary of the Commonwealth on _____ (Attach copy of Certificate of Incorporation or Authority and statement of charter purpose). Include as an attachment a list of corporate officers and their titles and the names, addresses and number of shares held by each stockholder.

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.

None

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 Transferor wishes to retire from the transportation business.

12a. The following must be attached:

- Sales Agreement.
- List of equipment to be used to render service. (summarize by type)
- Operating authority to be transferred/retained. **See Appendix "A" to Agreement.**
- Statement of Financial Condition.
- Statement of unpaid business debts of transferor and how they will be satisfied. **Transferor will use proceeds from the sale of assets to pay off current liabilities, if any. All debts will be paid in full.**
- Statement of safety program.
- Statement of transferee's experience.

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

- Partnership Agreement.
- Trade Name registration certificate.
- Certificate of Incorporation. (Pa. Corporation only) **ON FILE WITH THE COMMISSION**
- Certificate of Authority. (Foreign ((out-of-state)) Corporation only)
- Statement of corporate charter purpose. (corporations only)
- List of corporate officers and stockholders. (corporations only)
- 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.

DEBO MOVING AND STORAGE, INC.

Transferee sign here: By: Brian K. Debo 1-28-99
(each partner must sign) (Date)
(Corporate Seal) Brian K. Debo, President

GREEN TRANSFER & STORAGE, INC.

Transferor sign here: By: David J. Sabol 1-29-99
David Sabol, President
(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:
_____ Beaver _____ County :

_____ Brian K. Debo _____, being duly sworn (affirmed) according to law, deposes and says that he is _____ President _____ of _____ Debo Moving and 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 _____ Debo Moving and Storage, Inc. _____ to be able to prove the same
(Name of Corporation)

the same at the hearing hereof.

Brian K. Debo
Signature of Affiant
Brian K. Debo

Sworn and subscribed before me this 28
day of January 1999
My Commission Expires W

NOTARIAL SEAL
WALTER J. DeBO, NOTARY PUBLIC
NEW BRIGHTON BORO, BEAVER COUNTY
MY COMMISSION EXPIRES MAY 10, 2000

Member, Pennsylvania Association of Notaries

Walter J. Debo
Signature of Official Administering Oath

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

COMMONWEALTH OF PENNSYLVANIA :
: ss:
_____ Beaver _____ County :

_____ David Sabol _____, being duly sworn (affirmed) according to law,
deposes and says that he is President of Green Transfer & 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 Green Transfer & Storage, Inc. to be able to prove the
(Name of Corporation)

same at the hearing hereof.

David Sabol
Signature of Affiant
David Sabol

Sworn and subscribed before me this 29
day of JAN 19 99
My Commission expires _____

James J. Simon
Signature of Official Administering Oath

Notarial Seal
James J. Simon, Notary Public
Ambridge Boro. Beaver County
My Commission Expires Aug. 12, 2000
Member, Pennsylvania Association of Notaries

ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made this 22 day of January, 1999,
between **GREEN TRANSFER & STORAGE, INC.** (GREEN or SELLER), a
corporation having its office in Ambridge, Beaver County, Pennsylvania,

A

N

D

DEBO MOVING & STORAGE, INC. (DEBO or BUYER), a corporation having its
office in Baden, Beaver County, Pennsylvania.

I. PREMISES

A. GREEN is a motor carrier of property holding operating authority to transport household goods and office furniture, in use, issued by the Pennsylvania Public Utility Commission (PUC) at Docket No. A-00107012, and a certificate of public convenience issued by the Interstate Commerce Commission at MC-200373 and Sub 2 authorizing the transportation of household goods, in use, between defined portions of the United States.

B. BUYER is a corporation engaged in the transportation of property and which currently holds operating authority from the PUC at Docket A-00106548.

C. GREEN has agreed to sell, and DEBO has agreed to buy, all of the PUC and interstate operating rights of GREEN, as well as certain of its motor vehicles, and the use of SELLER's name and SELLER's telephone number, free and clear of all liens, encumbrances, security interests and other claims.

D. As to the transfer of GREEN's operating rights to DEBO, approval of the PUC and the Federal Highway Administration (FHWA) will be required as to the PUC rights and the interstate rights respectively. BUYER and SELLER will file and diligently prosecute an application with the PUC and the FHWA to obtain approval of the transfer of said operating rights.

II. TERMS AND CONDITIONS

In consideration of the mutual covenants and promises herein contained, the parties hereto, intending to be legally bound, agree, represent and warrant as follows:

1. Purchase Agreement/Operating Rights

1.1 GREEN will sell to DEBO, and DEBO will buy, free and clear of all liens, encumbrances, security interests and other claims, all of the PUC operating rights owned by GREEN under its outstanding common carrier certificates of public convenience issued by the PUC at Docket A-00107219, which are summarized in full on Appendix "A" attached hereto and incorporated herein, and all of the FHWA operating rights which are summarized on Appendix "B" attached hereto.

1.2 BUYER will pay to GREEN for the PUC operating rights the total sum of Ten Thousand (\$10,000.00) Dollars.

1.3 BUYER will pay to GREEN for the FHWA operating rights the total sum of Two Thousand (\$2,000.00) Dollars.

1.4 If, for any reason, only the PUC rights are transferred to BUYER, and approval by the FHWA is not obtained, BUYER shall pay the sum of Twelve Thousand (\$12,000.00) Dollars for the PUC rights.

2. Purchase Agreement/Vehicles and Other Assets

2.1 GREEN agrees to sell to DEBO, and DEBO will buy, free and clear of all liens, encumbrances, security interests and other claims, the following assets:

- a. all motor vehicles owned by GREEN listed on Appendix "C" attached hereto and incorporated herein by reference;
- b. the telephone number owned by GREEN, specifically 724/266-0260;
- c. the goodwill of GREEN, including the exclusive right to use the name "Green Transfer & Storage" in Pennsylvania.

2.2 BUYER will pay to SELLER the sum of Forty Thousand (\$40,000.00) Dollars for all motor vehicles listed in Appendix "C".

2.3 BUYER will pay to SELLER the sum of Five Thousand (\$5,000.00) Dollars for the exclusive right to use the name "Green Transfer & Storage" in Pennsylvania.

2.4 BUYER will pay to SELLER the sum of Five Thousand (\$5,000.00) Dollars for the SELLER's telephone number 724/266-0260.

3. Price and Payment/Deposit

3.1 DEBO will pay to GREEN the total sum of Sixty-Two Thousand (\$62,000.00) Dollars for the assets listed in paragraphs 1 and 2 above as follows:

3.1.1 The sum of Five Thousand (\$5,000.00) Dollars shall be delivered to GREEN by DEBO upon execution of this Agreement, which sum shall be in partial payment for the assets to be transferred to DEBO. GREEN may use said funds for its benefit pending the consummation of this transaction. If this transaction is not consummated as provided under the terms and conditions hereof, GREEN shall repay the sum of Five Thousand (\$5,000.00) Dollars to DEBO within ten (10) days upon demand by DEBO, without interest. At the time this Agreement is fully executed by the parties and the sum of Five Thousand (\$5,000.00) Dollars is paid to GREEN by DEBO, GREEN shall execute a demand judgment note in the face amount of Five Thousand (\$5,000.00) Dollars payable to DEBO pursuant to the terms provided in this subparagraph. If this transaction is consummated, said Note shall be delivered by DEBO to GREEN marked "satisfied in full."

3.1.2 The balance of the consideration, or Fifty-Seven Thousand (\$57,000.00) Dollars, shall be paid by bank cashier's check at the closing, subject to limitations and conditions set forth hereinafter.

4. Applications for Approval

The parties agree that this transaction requires the prior approval of the PUC and the FHWA and that the transaction may not be consummated until such approval is secured. Following the execution of this Agreement, BUYER will promptly file an application with the PUC and the FHWA seeking permanent approval of the purchase of the operating rights from SELLER. BUYER and SELLER will, with due diligence and in good faith, cooperate fully in the preparation, filing and prosecution of the application and agree to join in and execute any and all such applications and other documents, subject to the approval of counsel. BUYER and SELLER will supply such information as may be required, attend hearings, present testimony, and otherwise cooperate to the end that approval of this transaction may be secured.

5. Denial of Transfer Application by PUC/Cancellation or Deregulation Events

The parties agree that the key element of this transaction is the transfer of the PUC operating rights to BUYER. If the PUC application is denied, or if the PUC operating rights are subject to any liens or encumbrances which are not satisfied by GREEN prior to the closing, BUYER may, at its option, refuse to consummate the entire transaction by giving written notice within thirty (30) days of the effective date of the order of denial, or at the closing, if the operating rights are subject to liens or encumbrances. The parties further agree that denial by the FHWA of the transfer of the interstate rights will not be a basis for BUYER to refuse to

consummate this transaction. If the FHWA denies the transfer of the interstate rights, the BUYER shall, nevertheless, be obligated to comply with the consummation terms of this Agreement and pay the full consideration of Sixty-Two Thousand (\$62,000.00) Dollars, except as may be otherwise provided under the terms and conditions herein.

The parties hereto further agree that if, prior to the issuance of a final order by the PUC approving this transaction, the operating rights of GREEN are cancelled or the transportation of household goods and office furniture in use becomes deregulated, or if regulation of household goods in use transportation by the PUC is preempted by Federal legislation, or if the PUC declares that proof of public convenience and necessity is no longer required in any application to seek authority to transport household goods in use, this Agreement shall be terminated and the parties shall have no further rights or obligations hereunder.

For the purposes of this Agreement, the term "final order" shall be defined as an order of the PUC finally determining the application, specifically (a) in the case of denial of the application, upon the expiration of the period permitted by the Rules of Practice and regulations of the PUC or by the PUC order, whichever time period is greater, within which petitions for rehearing, reargument, or reconsideration may be filed, or upon a denial of any such petitions, if filed; and (b) in the case of approval of such application, the effective date of the order of approval unless stayed by the PUC or by a court.

6. Closing Matters

6.1 The closing date for the transfer of all assets will take place following the approval of the transaction by the PUC on a date to be selected by agreement of the parties, or if no date is agreed to, on the thirtieth (30th) calendar day following the effective date of the PUC's final order. The closing shall be held and all consideration shall be paid regardless of whether the FHWA application has been approved.

6.2 The closing shall be held at the offices of Pillar, Mulroy & Ferber, P.C., 1106 Frick Building, Pittsburgh, PA 15219, at 10:00 a.m., on the date selected or established by this Agreement.

6.3 At the closing, BUYER shall deliver to SELLER a bank cashier's check in the amount of Fifty-Seven (\$57,000.00) Dollars, and the Escrow Agents shall deliver to SELLER the Escrow Fund, less accrued interest, if any, which amounts shall be applied to the consideration for the assets and operating rights set forth in paragraphs 1 and 2 hereinabove.

6.4 SELLER shall deliver to BUYER at the closing a bill of sale for the operating rights. SELLER shall also deliver to BUYER titles to, and a bill of sale for, all motor vehicles listed on Appendix "C" hereto, duly endorsed and free and clear of all liens and encumbrances, and SELLER shall deliver a bill of sale to BUYER for the exclusive use of SELLER's name and its telephone number. SELLER shall also deliver to BUYER such other documents as are more fully set forth hereinafter.

7. GREEN's Representations and Warranties

GREEN represents and warrants as follows:

7.1 GREEN has full corporate power and authority to enter into this transaction;

7.2 The operating rights summarized on Appendix "A" and Appendix "B" are true, correct and complete;

7.3 The certificates evidencing the operating rights have been duly issued; the operating rights are in good standing and there are no citations, complaints, investigations or enforcement proceedings pending or threatened against GREEN, and the operating rights are, and on the closing date will be, in full force and effect.

7.4 The operating rights are not subject to any liens, encumbrances, security interests or claims of any kind on the date of execution of this Agreement, and no liens, encumbrances, security interests or other claims will be applicable to the operating rights pending consummation of the transaction.

7.5 There are no actions at law or equity, nor any proceedings before any agency pending or threatened against GREEN to revoke, suspend or otherwise restrict the operating rights and there will be no such proceedings pending or threatened on the date of consummation of the transaction;

7.6 The operating rights are not subject to any prior claims, options to purchase, agreements of sale or other contracts or obligations of

purchase, and GREEN will not enter into any such contractual arrangements prior to the closing date;

7.7 The motor vehicle equipment (a) has been duly and properly purchased by GREEN; (b) GREEN is the lawful owner thereof; (c) all liens, encumbrances and security interests, if any, will be fully satisfied by GREEN prior to the transfer of said assets to DEBO; (d) no liens, encumbrances, security interests or other claims will be placed thereon pending consummation of this transaction; and (e) on the closing date, there will be no actions at law or equity pending or threatened against GREEN with respect to the motor vehicles.

7.8 The execution and performance of this Agreement by GREEN will not violate any provisions of law.

7.9 The telephone number of GREEN is valid and currently in use by GREEN and will be made available to be acquired by DEBO as required by the telephone company.

7.10 The name "Green Transfer & Storage" will be assigned to DEBO by GREEN, and GREEN will file Articles of Dissolution within six (6) months of the date of the closing and will cease using the corporate name for any purpose between the closing date and the dissolution date. DEBO will have the exclusive use of said name from and after the date of the closing. GREEN will execute any consent form necessary at the closing to allow DEBO to register the name as a fictitious name.

8. BUYER's Representations and Warranties

BUYER represents and warrants as follows:

8.1 BUYER is a corporation, validly existing under the laws of the Commonwealth of Pennsylvania, and has full power and authority to engage in the business which it intends to acquire by this Agreement.

8.2 The execution and performance of this Agreement by BUYER will not violate any provisions of law.

8.3 BUYER has inspected the motor vehicles to be acquired from SELLER and agrees to purchase said vehicles "as is"; BUYER understands and agrees that SELLER has made no warranty as to the motor vehicles, except to deliver them to BUYER at the closing in the same condition as they are in as of the execution of this Agreement.

9. No Broker's Fees or Commissions

BUYER and SELLER agree that, to the best of their knowledge, there are no claims for any finder's fees or broker's commissions in connection with this transaction. Notwithstanding the foregoing, each of the parties agrees to indemnify the other against, and hold it harmless from, any and all liabilities (including reasonable attorney's fees and expenses incurred in defending such claims) for any finder's fees or broker's commissions in connection with this transaction contemplated by this Agreement insofar as such claim shall be based on arrangements or agreements made by, or on behalf of, the other party.

10. Operating Rights Unique

The parties agree that the operating rights which are the subject of this Agreement are unique and are not otherwise readily obtainable.

11. Tax Clearance Certificate

The parties understand that this transaction constitutes the sale of fifty-one (51%) percent or more of SELLER's assets and compliance with 69 P.S. §529 is required. GREEN shall notify the Pennsylvania Department of Revenue ("Department") of the proposed transaction in accordance with the requirements of 69 P.S. §529. GREEN shall be required to present BUYER with a certificate from the Department of Revenue on or before the closing date showing that all state tax reports have been filed and all state taxes and unemployment compensation contributions have been paid to the date of the closing. If such certificate is not presented at the closing, DEBO shall have the right to withhold the sum of Five Thousand (\$5,000.00) Dollars and to deposit such amount in an account subject to checks bearing the signatures of both SELLER and BUYER. Such taxes due to the Commonwealth shall be paid to the Department on behalf of GREEN. Any remaining amounts in such accounts shall be distributed to GREEN upon receipt by DEBO of documentary evidence satisfactory to BUYER that all taxes due and payable to the Department as of the closing date have been paid in full by GREEN.

12. PUC Assessments

GREEN warrants that all general assessments heretofore made, or that may be made pursuant to 66 Pa. C.S.A. §510 of the Pennsylvania Public

Utility Code applicable to any and all operating periods up to the final closing date, will be the responsibility of GREEN. In the event the PUC requires the payment of any such assessments due from GREEN as a condition precedent to the consummation of the permanent application, GREEN agrees to promptly pay any such assessments. GREEN understands and acknowledges that it may also be billed for assessment by the PUC in the year 2000 for any operations conducted in 1999, and that such assessment, if any, shall be the sole and exclusive responsibility of GREEN.

13. Employee Relations

It is agreed that this Agreement involves the sale only of operating rights and certain motor vehicle equipment and other assets, and that the BUYER is not a successor employer to SELLER and has no obligation to hire any employees or to assume any labor agreements or obligations of GREEN.

GREEN acknowledges that DEBO has no obligations with respect to any employees of GREEN to provide employment, fringe benefit payments, vacation pay, or any other benefits of employment nor any liability for any claims, grievances, labor disputes, charges or causes of action on the part of, on in behalf of, any employees or former employees of GREEN which may arise from, or relate to, events which occurred on or prior to the closing date.

GREEN will be responsible for and obligated to promptly satisfy any obligations, claims or other adverse consequences to DEBO resulting from GREEN's breach of any of the agreements, representations and warranties

set forth in this paragraph 13, including reasonable attorney's fees and expenses incurred by DEBO in connection therewith, provided GREEN is promptly advised of such obligations and is given an opportunity to defend against such obligations.

14. Documents to be Delivered at Closing

14.1 At the closing in connection with the transfer of the assets other than the operating rights, GREEN shall deliver the following documents to DEBO, subject to the approval of DEBO's counsel;

(a) such certificates of title, tax clearances, bills of sale with covenants of warranty, assignments and other instruments of transfer and documents as in the reasonable opinion of BUYER's counsel shall be effective to vest in BUYER good and marketable title to the assets, free and clear of any liens, claims and encumbrances;

(b) certified copies of the resolutions unanimously adopted by GREEN's directors and shareholders approving this Agreement and the transactions contemplated hereby; and

(c) certificate of the appropriate officers of GREEN, dated as of the closing, certifying that (i) GREEN's representations and warranties contained in paragraph 6 are true at the time of closing as though such representations and warranties had been made at such time and (ii) GREEN has performed and complied with all of the agreements, covenants,

warranties and conditions on GREEN's part required to be performed and complied with prior to the closing.

15. Risk of Loss

GREEN assumes all risk of loss of the assets to be sold to DEBO hereunder, due to fire or other casualty, prior to closing. In the event that prior to, or at the closing, any such loss occurs, in whole or in part, to the assets, the parties shall either mutually negotiate a reduction in the purchase price for such assets remaining and undamaged, or otherwise DEBO may elect to refuse to consummate this transaction as to the assets other than the operating rights.

16. Indemnification

GREEN shall indemnify and hold harmless DEBO against, and in respect of:

(a) all liabilities and obligations of and claims against GREEN which may be imposed upon or asserted against DEBO as transferee under this Agreement.

(b) any damage or deficiency resulting from any misrepresentation, breach of warranty or nonfulfillment of any agreement or condition on the part of GREEN under this Agreement, or from any misrepresentation in, or omission from, any certificate or other document furnished, or to be furnished, DEBO hereunder; and

(c) all actions, suits, proceedings, demands, assessments, judgments, legal fees, costs and expenses incident to any of the foregoing.

GREEN shall reimburse DEBO, on demand, for any payment made or liability incurred by DEBO at any time hereafter in respect of any liability, obligation or claim to which the foregoing indemnity relates, and, notwithstanding such obligation by GREEN, DEBO shall have the right to offset the amount of such payment or liability against any payments due or amounts owed under or pursuant to this Agreement. In connection with this indemnity, GREEN agrees promptly to pay all debts and obligations (including federal, state and local tax claims and obligations) of, or with respect to, GREEN's business, to and including the closing, except such as are continued to be contested by GREEN in good faith.

17. Survival of Representations and Warranties

All provisions in this Agreement applicable to BUYER and SELLER shall be deemed to be *representations and warranties and shall survive the consummation of the transaction*. SELLER acknowledges that all warranties, representations and covenants made in this Agreement are for the purpose and with the intent of inducing BUYER to purchase the operating rights and other assets.

18. Fees and Expenses

Counsel for BUYER shall prepare all documents, notes, agreements, applications, exhibits, and related items necessary to complete and conclude this transaction. BUYER shall pay all filing fees to the PUC and the STB. Notwithstanding BUYER's obligations hereunder, SELLER may retain its own

counsel or accountant to review all documents and agreements pertaining to this transaction at its expense.

19. Use of Name

SELLER agrees to execute any documents necessary to enable BUYER to register the fictitious name "Green Transfer & Storage", hereby acknowledging that the use of said name by BUYER is an integral part of this transaction. SELLER agrees that within six (6) months of the date of closing of this transaction, it will dissolve the corporation known as "Green Transfer & Storage, Inc." or change the corporation's name so that the word "Green" is removed. GREEN further agrees that immediately following the closing, it will not engage in any business under its current corporate name or any use of the name "Green."

20. Prepaid Accounts

If, at the time the closing, GREEN is in possession of any funds representing prepaid transportation services that DEBO will become obligated to provide, GREEN will make a complete accounting of said funds to DEBO at the closing and said amount shall be deducted from the amount due to GREEN at the closing. The accounting shall consist of the names and addresses of each prepaid customer, the date the service is to be provided, the origin and the destination of the trip, and any other pertinent information so as to enable DEBO to provide the service required by the prepayment.

21. Rights of Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors in interest, assigns and legal representatives.

22. Notices

Any notices, demands or other communications delivered or tendered under this Agreement shall be in writing and shall be sufficient if sent by registered or certified mail, with return receipt requested, to the parties with copies thereof to their respective legal counsel, at the addresses shown below:

BUYER:	BRIAN K. DEBO Debo Moving and Storage, Inc. P. O. Box 278 New Brighton, PA 15066
ATTORNEY FOR BUYER:	JOHN A. PILLAR, ESQ. Pillar, Mulroy & Ferber, P.C. 1106 Frick Building Pittsburgh, PA 15219
SELLER:	DAVID SABOL Green Transfer & Storage, Inc. 600 11 th Street Ambridge, PA 15003
ATTORNEY FOR SELLER:	Craig Wynn, Esq. 2002 McMinn Street Aliquippa, PA 15001

Such notice shall be sufficient, whether accepted at the address referred to or not, if tendered at such address during the normal business hours by the United States Postal Service. The addresses may, from time to

time, be changed by either party by giving written notice pursuant to the terms of this paragraph.

23. Construction

This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

24. Entire Agreement of the Parties

This Agreement cannot be changed orally and constitutes the entire contract between the parties hereto. It shall not be modified or changed by any expressed or implied promises, warranties, guarantees, representations or other information, unless expressly and specifically set forth in this Agreement or an addendum thereto properly executed by the parties.

25. Paragraph Headings

The headings referring to the contents of paragraphs of this Agreement are inserted for convenience and are not to be considered as part of this Agreement nor a limitation on the scope of the particular paragraph to which they refer.

III. EXECUTION

WHEREFORE, the parties hereto acknowledge that they have read this entire Agreement and that they understand the terms of the Agreement and

that they are willingly, voluntarily and knowingly executing this Agreement intending to be legally bound by it and, therefore, are causing their signatures to be affixed to this Agreement making them legally bound.

ATTEST:

GREEN TRANSFER & STORAGE, INC.

David L. Sabol
Secretary

By: *David L. Sabol*
President

ATTEST:

DEBO MOVING AND STORAGE, INC.

David L. Sabol
Secretary

By: *Brink Debo*
President

Appendix "A"

GREEN TRANSFER & STORAGE, INC.

Docket No. A-00107012

To transport, as a Class D carrier, household goods and office furniture, in use, between points in the borough of Ambridge, Beaver County, and within an airline distance of ten (10) miles thereof, including the townships of Harmony and Economy, Beaver County, and from points in said area to points in Pennsylvania, and vice versa.

PM-26
(Rev. 10/84)

INTERSTATE COMMERCE COMMISSION

CERTIFICATE

No. MC 200373

GREEN TRANSFER & STORAGE, INC.
AMBRIDGE, PA

SERVICE DATE
SEP 29 1987

This Certificate is evidence of the carrier's authority to engage in transportation as a common carrier by motor vehicle.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043); the designation of agents upon whom process may be served (49 CFR 1044); and tariffs or schedules (49 CFR 1300 through 1310, revised). The carrier shall also render reasonably continuous and adequate service to the public. Failure to meet these conditions will constitute sufficient grounds for the suspension, change, or revocation of this authority.

This authority is subject to any terms, conditions, and limitations as are now, or may later be, attached to this privilege.

For common carriers with irregular route authority: Any irregular route authority authorized in this Certificate may not be tacked or joined with your other irregular route authority unless joinder is specifically authorized.

The transportation service to be performed is described on the reverse side of this document.

By the Commission.

(SEAL)

NORETA R. MCGEE,
Secretary.

NOTE: If there are any discrepancies regarding this document, please notify the Commission within 30 days.

SERVICE DATE
AUG 30 1998

FM-25
(Rev. 10/84)

INTERSTATE COMMERCE COMMISSION
CERTIFICATE
No. MC 200373 (Sub 2)
GREEN TRANSFER & STORAGE, INC.
AMBRIDGE, PA

This Certificate is evidence of the carrier's authority to engage in transportation as a common carrier by motor vehicle.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043); the designation of agents upon whom process may be served (49 CFR 1044); and tariffs or schedules (49 CFR 1300 through 1310, revised). The carrier shall also render reasonably continuous and adequate service to the public. Failure to meet these conditions will constitute sufficient grounds for the suspension, change, or revocation of this authority.

This authority is subject to any terms, conditions, and limitations as are now, or may later be, attached to this privilege.

For common carriers with irregular route authority: Any irregular route authority authorized in this certificate may not be tacked or joined with your other irregular route authority unless joinder is specifically authorized.

The transportation service to be performed is described on the reverse side of this document.

By the Commission.

(SEAL)

NORETA R. MCGEE,
Secretary.

NOTE: If there are any discrepancies regarding this document, please notify the Commission within 30 days.

No. MC 200373 (Sub 2)

Page 2

To operate as a common carrier, by motor vehicle, in interstate or foreign commerce, over irregular routes, transporting household goods, between those points in the United States on and east of a line beginning at the mouth of the Mississippi River, and extending along the Mississippi River to its junction with the western boundary of Itasca County, MN, then northward along the western boundaries of Itasca and Koochiching Counties, MN to the International Boundary line between the United States and Canada.

DEBO MOVING & STORAGE, INC
EQUIP MET LIST AS OF JANUARY 28TH, 1999

UNIT #	DESCRIPTION
1) 840-01 1990	INTERNATIONAL STRAIGHT VAN MODEL 4900 W/26' ALLVAN MOVER'S BODY. PA APPORTION LICENSE #AA89257. FULLY EQUIPPED W/PADS, DOLLIES, RAMP, LOGISTIC STRAPS, AIR RIDE SUSPENSION.
2) 840-02 1979	KENTUCKY TRAILER 43.5'L X 96"W, FURNITURE VAN MODEL FVCCD. PA APPORTION LICENSE #AB11116. FULLY EQUIPPED W/PADS DOLLIES, SPLIT AUTO LOADING RAMPS, LOGISTIC STRAPS, CARGO BARS, PLYWOOD DECKING, AIR RIDE SUSPENSION.
3) 840-03 1989	FORD TRUCK MODEL E-350 W/15 'UTILIMASTER BODY. PA LICENSE #YT21709. FULLY EQUIPPED W/PADS, DOLLIES, RAMP, LOGISTIC STRAPS.
4) 840-04 1993	DORSEY TRAILER 48'L X 102"W, FURNITURE VAN MODEL DFVPT-E. PA APPORTION LICENSE #AB32128. FULLY EQUIPPED W/ PADS, DOLLIES, SPLIT AUTO LOADING RAMPS, LOGISTIC STRAPS, CARGO BARS, PLYWOOD DECKING, AIR RIDE SUSPENSION.
5) 840-08 1994	KENTUCKY TRAILER 48'L X 102"W, FURNITURE VAN MODEL FVCCD. PA APPORTION LICENSE #AB59751. FULLY EQUIPPED W/PADS, DOLLIES, SPLIT AUTO LOADING RAMPS, LOGISTIC STRAPS, CARGO BARS, PLYWOOD DECKING, AIR RIDE SUSPENSION.
6) 840-09 1995	WGMC VOLVO CONVENTIONAL TRACTOR MODEL WIA64TTES. PA APPORTION LICENSE #AB32907. EQUIPPED W/STAND UP DOUBLE BUNK SLEEPER, TANDEM AXLE, AIR RIDE SUSPENSION.
7) 840-10 1994	KENTUCKY TRAILER 48'L X 102"W, FURNITURE VAN MODEL FVCCD. PA APPORTION LICENSE #AB59750. FULLY EQUIPPED W/PADS, DOLLIES, SPLIT AUTO LOADING RAMPS, LOGISTIC STRAPS, CARGO BARS, PLYWOOD DECKING, AIR RIDE SUSPENSION.
8) 840-11 1990	INTERNATIONAL STRAIGHT VAN MODEL 4900 W/26' A.M. HAIRE MOVER'S BODY. PA APPORTION LICENSE #AB08462. FULLY EQUIPPED W/PADS, DOLLIES, RAMP, LOGISTIC STRAPS, AIR RIDE SUSPENSION.
9) 840-12 1995	KENTUCKY TRAILER 50'L X 102"W, FURNITURE VAN. MODEL FVCCD. PA APPORTION LICENSE #AB71064. FULLY EQUIPPED W/PADS, DOLLIES, SPLIT AUTO LOADING RAMPS, LOGISTIC STRAPS, CARGO BARS, PLYWOOD DECKING, AIR RIDE SUSPENSION.
10) 840-14 1985	MONON TRAILER 48'L X 96"W FURNITURE VAN PA LICENSE #XC97624. FULLY EQUIPPED W/PADS, DOLLIES, SPLIT AUTO LOADING RAMPS, LOGISTIC STRAPS, CARGO BARS, PLYWOOD DECKING, AIR RIDE.

Debo Moving & Storage, Inc.

EQUIPMENT LIST CONTINUED

PAGE # 2

- 11)840-16 1985 GREAT DANE TRAILER 43'L X 96"W ELECTRONICS VAN
PA LICENSE #XD55139. FULLY EQUIPPED W/ PADS,
DOLLIES, SPLIT AUTO LOADING RAMPS, CARGO BARS,
PLYWOOD DECKING, AIR RIDE SUSPENSION.
- 12)840-21 1991 VOLVO CABOVER TRACTOR MODEL WHE64BT.
PA APPORTION LICENSE #AB21319. EQUIPPED
W/QUEEN BUNK SLEEPER, TANDEM AXLE, AIR
RIDE SUSPENSION.
- 13)840-23 1993 KENWORTH CABOVER TRACTOR MODEL K-100.
PA APPORTION LICENSE #AB00807. EQUIPPED
W/STAND UP DOUBLE BUNK SLEEPER, TANDEM AXLE,
AIR RIDE SUSPENSION.
- 14)840-25 1996 FREIGHTLINER STRAIGHT VAN MODEL FL-70
W/26' A.M. HAIRE MOVER'S BODY. PA APPORTION
LICENSE #AB74621. FULLY EQUIPPED W/SINGLE
SLEEPER, PADS, DOLLIES, LOGISTIC STRAPS, CARGO
BARS, PLYWOOD DECKING, AIR RIDE SUSPENSION.
- 15)840-31 1988 INTERNATIONAL CABOVER TRACTOR. PA APPORTION
LICENSE #AB84228. EQUIPPED W/ SINGLE BUNK
SLEEPER, SINGLE AXLE.
- 16)840-33 1991 INTERNATIONAL CABOVER TRACTOR MODEL 9700.
PA APPORTION LICENSE #AB92705. EQUIPPED
W/QUEEN BUNK SLEEPER, TANDEM AXLE, AIR RIDE
SUSPENSION.
- 17)840-35 1998 KENWORTH STRAIGHT VAN MODEL T-300 W/26'
SUPREME FREIGHT BODY. PA APPORTION LICENSE IS
BEING APPLIED FOR. EQUIPPED W/PADS DOLIES,
LOGISTIC STRAPS, CARGO BARS, PLYWOOD DECKING,
WALTCO RAIL LIFTGATE, AIR RIDE SUSPENSION.
- 18)840-37 1998 FORD TRUCK MODEL E-350 WITH 15' UTILIMASTER
VAN BODY. FULLY EQUIPPED WITH PDS, DOLLIES
AND A 1800 LB RAIL ANTHONY LIFT GATE.
PA LICENSE PLATE #ZN25529.
- 19) 1981 FORD ECONOLINE VAN MODEL E-250. PA LICENSE
#YE64052.
- 20) 1993 FORD ECONOLINE VAN MODEL E-250. PA LICENSE
#YX17189.
- 21) 1994 MAZDA VAN MODEL MPV. PA LICENSE #VYX105.
- 22) 1996 CHEVROLET PICKUP TRUCK MODEL S-10. PA LICENSE
#YX17189. EQUIPPED W/BED CAP.
- 23) 1997 TOYOTA TRUCK MODEL 8668C 4 RUNNER. PA LICENSE
#ZK14944

DEBO-POLLOCK MOVING & STORAGE, INC.
FINANCIAL POSITION STATEMENT

ACCOUNT NAME	MONTH 13 BALANCES		CURRENT YTD BALANCES	
	DEBIT AMOUNT	CREDIT AMOUNT	DEBIT AMOUNT	CREDIT AMOUNT
A S S E T S				
CURRENT ASSETS				
CASH IN BANK AND ON HAND				
1011.01 CHECKING ACCOUNT #1	\$276.78		\$159,592.43	
1011.02 CHECKING ACCOUNT #2	\$0.00		\$2,000.00	
1012.00 PETTY CASH	\$0.00		\$520.57	
1023.00 SHORT TERM INVESTMENTS	\$0.00		\$0.00	
	-----	-----	-----	-----
	\$276.78	\$0.00	\$162,113.00	\$0.00
TOTAL CASH IN BANK AND ON HAND	\$276.78		\$162,113.00	
ACCOUNTS RECEIVABLE				
1112.00 NOTES RECEIVABLE	\$0.00		\$0.00	
1131.00 ACCOUNTS RECEIVABLE--MOVING		\$846.03		\$13,334.52
1133.00 ACCOUNTS RECEIVABLE--EMPLOYEES		\$990.00	\$364.00	
1135.00 DRIVER FINES & MISC.CHARGEABLE		\$4,106.00		\$30.00
	-----	-----	-----	-----
	\$0.00	\$5,942.03	\$364.00	\$13,464.52
TOTAL ACCOUNTS RECEIVABLE		\$5,942.03		\$13,100.52
PREPAID AMOUNTS				
1141.00 PREPAID TAXES AND LISCENSES	\$0.00		\$0.00	
1142.00 PREPAID INSURANCE	\$0.00		\$0.00	
1143.00 PREPAID INTEREST	\$0.00		\$0.00	
1144.00 PREPAID SECURITY SYSTEM	\$0.00		\$0.00	
1147.00 MISC. PREPAYMENTS	\$0.00		\$0.00	
	-----	-----	-----	-----
	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL PREPAID AMOUNTS	\$0.00		\$0.00	
INVENTORIES				
1151.00 INVENTORY-PACKING MATERIAL	\$0.00		\$0.00	
1152.00 INVENTORY--FUEL AND OIL	\$0.00		\$0.00	
1153.00 INVENTORY-VEHICLE REPAIR PARTS	\$0.00		\$0.00	
	-----	-----	-----	-----
	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL INVENTORIES	\$0.00		\$0.00	
OTHER CURRENT ASSETS				
1163.00 OTHER CURRENT ASSETS	\$0.00		\$0.00	
1165.00 CLEARING	\$0.00		\$0.00	
	-----	-----	-----	-----
	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL OTHER CURRENT ASSETS	\$0.00		\$0.00	

DEBO-POLLOCK MOVING & STORAGE, INC.
FINANCIAL POSITION STATEMENT

ACCOUNT NAME	MONTH 13 BALANCES		CURRENT YTD BALANCES	
	DEBIT AMOUNT	CREDIT AMOUNT	DEBIT AMOUNT	CREDIT AMOUNT
TOTAL CURRENT ASSETS	\$276.78	\$5,942.03 \$5,665.25	\$162,477.00 \$149,012.38	\$13,464.52
FIXED ASSETS				
LAND AND REAL ASSETS				
1211.00 LAND	\$0.00		\$0.00	
1213.00 BUILDINGS	\$0.00		\$0.00	
1214.00 ACCUMULATED DEPRECIATION-BUILD	\$0.00		\$0.00	
TOTAL LAND AND REAL ASSETS	\$0.00	\$0.00	\$0.00	\$0.00
FURNITURE, FIXTURES & EQUIPMENT				
1221.00 REVENUE EQUIPMENT	\$25,568.50		\$639,264.84	
1222.00 ACCUMULATED DEP.-REV.EQUIPMENT		\$7,559.00		\$482,233.00
1233.00 SHOP AND GARAGE EQUIPMENT	\$0.00		\$0.00	
1234.00 ACCUMULATED DEP.-SHOP EQUIP	\$0.00		\$0.00	
1235.00 OFFICE EQUIPMENT	\$0.00		\$27,253.55	
1236.00 ACCUMULATED DEP.-OFFICE EQUIP		\$4,085.00		\$24,375.00
1237.00 WAREHOUSE EQUIPMENT	\$0.00		\$73,102.73	
1238.00 ACCUMULATED DEP.-WHSE EQUIP.		\$6,394.00		\$70,537.00
1241.00 LEASEHOLD IMPROVEMENTS	\$0.00		\$0.00	
1242.00 ACCUMULATED AMORT.-LEASE IMP.	\$0.00		\$0.00	
TOTAL FUR., FIX. AND EQUIPMENT	\$25,568.50 \$5,330.50	\$18,538.00	\$739,521.22 \$152,253.22	\$577,353.00
TOTAL FIXED ASSETS	\$25,568.50 \$6,930.50	\$18,538.00	\$739,521.22 \$162,263.22	\$577,353.00
INTANGIBLE ASSETS				
TOTAL INTANGIBLE ASSETS	\$0.00 \$0.00	\$0.00	\$0.00 \$0.00	\$0.00
LONG TERM INVESTMENTS				
TOTAL LONG TERM INVESTMENTS	\$0.00 \$0.00	\$0.00	\$0.00 \$0.00	\$0.00
OTHER ASSETS				
1551.00 CLEARING ACCOUNT		\$18,551.17		\$0.00

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DEBO-POLLOCK MOVING & STORAGE, INC.
FINANCIAL POSITION STATEMENT

PAGE 3

ACCOUNT NAME	MONTH 13 BALANCES		CURRENT YTD BALANCES	
	DEBIT AMOUNT	CREDIT AMOUNT	DEBIT AMOUNT	CREDIT AMOUNT
1555.00 PUC Rights	\$0.00		\$14,500.00	
TOTAL OTHER ASSETS	\$0.00	\$18,651.17	\$14,500.00	\$0.00
		\$18,651.17	\$14,500.00	
TOTAL ASSETS	\$25,845.23	\$43,231.20	\$316,598.22	\$590,322.62
		\$17,385.92	\$325,775.60	
LIABILITIES				
CURRENT LIABILITIES				
NOTES PAYABLE-SHORT TERM				
2011.00 NOTE PAYABLE--#1	\$0.00		\$0.00	
2012.00 NOTE PAYABLE--#2	\$0.00		\$0.00	
TOTAL SHORT TERM NOTES PAYABLE	\$0.00	\$0.00	\$0.00	\$0.00
TRADE ACCOUNTS PAYABLE				
2032.00 ACCOUNTS PAYABLE--VENDORS	\$9,798.46		\$0.00	
2033.00 ACCOUNTS PAYABLE--VAN LINES	\$0.00		\$0.00	
2034.00 EMPLOYEE FICA W/H PAYABLE		\$2,131.14	\$30.73	
2035.00 EMPLOYEE FED W/H PAYABLE		\$2,710.00	\$0.00	
2036.00 STATE EMPLOYEE W/H TAX PAYABLE		\$797.00	\$0.00	
2037.00 CITY EMPLOYEE W/H TAX PAYABLE		\$206.59		\$839.63
2038.00 EMPLOYEE SAVINGS W/H	\$0.00		\$0.00	
TOTAL TRADE ACCOUNTS PAYABLE	\$9,798.46	\$5,344.73	\$30.73	\$839.63
	\$3,953.73			\$808.90
OTHER CURRENT PAYABLES				
2041.00 WAGES PAYABLE	\$0.00		\$0.00	
2044.00 COLLECTIONS FOR OTHERS		\$53,434.27	\$0.00	
2044.01 COLLECTNS OTHERS-DRIVERS CSH EXC	\$0.00		\$0.00	
2045.00 PA SALES TAX PAYABLE	\$0.00			\$53.81
TOTAL OTHER CURRENT PAYABLES	\$0.00	\$53,434.27	\$0.00	\$53.81
SALES/DRIVER ACCOUNTS PAYABLE				
2100.00 ACCT.PYABLE--SLES/DRVR-M. DEBO		\$12,109.86		\$0.00
2101.00 ACT.PYB-SALES/DRIVER-GROSSETTI		\$36,505.14	\$0.00	
2102.00 ACCT.PYABLE- SALES/DRIVER-LUCCI		\$7,585.32		\$0.00

DEBO-POLLOCK MOVING & STORAGE, INC.
FINANCIAL POSITION STATEMENT

ACCOUNT NAME	MONTH 13 BALANCES		CURRENT YTD BALANCES	
	DEBIT AMOUNT	CREDIT AMOUNT	DEBIT AMOUNT	CREDIT AMOUNT
2104.00 ACCT PYABLE-SALES/DRIVER-RIGGS	\$583.00		\$0.00	
	-----	-----	-----	-----
TOTAL SALES/DRIVER ACCTS PAYBL	\$583.00	\$56,200.32	\$0.00	\$0.00
		\$55,617.32		\$0.00
VARIOUS ACCRUED LIABILITIES				
2214.00 ACCRUED FICA TAXES	\$0.00		\$0.00	
2215.00 ACCRUED PAYROLL TAXES	\$0.00		\$0.00	
2215.00 OTHER ACCRUED TAXES	\$0.00		\$0.00	
2217.00 OCCUPATION TAX	\$0.00			\$50.00
2221.00 ACCRUED INCOME TAXES	\$0.00		\$0.00	
2230.00 MISCELLANEOUS ACCRUED EXPENSES	\$20.00			\$0.00
	-----	-----	-----	-----
TOTAL ACCRUED LIABILITIES	\$20.00	\$0.00	\$0.00	\$50.00
	\$20.00			\$50.00
OTHER CURRENT LIABILITIES				
2235.00 EMPLOYEE UNIFORM DEPOSITS	\$0.00		\$0.00	
2240.00 EMPLOYEE SAVINGS		\$230.00		\$910.00
2245.00 PHEAA PAYABLE	\$0.00		\$0.00	
2246.00 DOMESTIC RELATIONS		\$1,208.76		\$0.00
2231.00 OTHER LIABILITIES	\$0.00			\$0.00
	-----	-----	-----	-----
TOTAL OTHER LIABILITIES	\$0.00	\$1,438.76	\$0.00	\$910.00
		\$1,438.76		\$910.00
	-----	-----	-----	-----
TOTAL CURRENT LIABILITIES	\$10,401.46	\$116,918.08	\$30.73	\$1,868.14
		\$106,516.62		\$1,337.71
LONG TERM DEBT				
2321.00 NOTE PAYABLE -- #1		\$26,530.75		\$194,019.51
2322.00 NOTE PAYABLE -- #2		\$1,307.25	\$0.00	
2323.00 NOTE PAYABLE -- #3 TOYOTA		\$1,159.15	\$0.00	
	-----	-----	-----	-----
TOTAL LONG TERM DEBT	\$0.00	\$28,997.16	\$0.00	\$194,019.51
		\$28,997.16		\$194,019.51
	=====	=====	=====	=====
TOTAL LIABILITIES	\$10,401.46	\$145,915.24	\$30.73	\$195,887.95
		\$135,513.78		\$195,857.22
EQUITY				
.....				

DEBO-POLLOCK MOVING & STORAGE, INC.
FINANCIAL POSITION STATEMENT

ACCOUNT NAME	MONTH 13 BALANCES		CURRENT YTD BALANCES	
	DEBIT AMOUNT	CREDIT AMOUNT	DEBIT AMOUNT	CREDIT AMOUNT
STOCKHOLDERS EQUITY				
2611.00 SHAREHOLDERS DISTRIBUTION	\$0.00		\$9,250.00	
2612.00 COMMON STOCK	\$0.00			\$500.00
2640.00 TREASURY STOCK	\$0.00		\$0.00	
2645.00 PAID IN CAPITAL	\$0.00			\$23,595.10
2652.00 RETAINED EARNINGS	\$0.00			\$50,501.28
	-----	-----	-----	-----
TOTAL STOCKHOLDERS EQUITY	\$0.00	\$0.00	\$9,250.00	\$84,596.38
	-----	-----	-----	-----
TOTAL EQUITY	\$0.00	\$0.00	\$9,250.00	\$84,596.38
	=====	=====	=====	=====
	\$0.00	\$0.00	\$9,250.00	\$84,596.38
	=====	=====	=====	=====
	\$0.00	\$0.00	\$9,250.00	\$84,596.38
.....				
ASSETS:		\$17,385.92	\$325,775.60	
LIABILITIES:		\$135,513.78		\$195,857.22
EQUITY:	\$0.00			\$75,346.38
INCOME SUMMARY:	\$152,899.70			\$54,572.00
	=====	=====	=====	=====
	\$152,899.70	\$152,899.70	\$325,775.60	\$325,775.60

DEBO MOVING AND STORAGE, INC.

Safety Program

Debo Moving and Storage, Inc. has an effective safety program in place which includes regular safety meetings, screening and road testing of drivers, and drug testing. Our drivers' qualification files are in order. Our equipment is in excellent condition and is well maintained. To the best of Transferee's knowledge, it is currently in compliance with all rules and regulations of the Department of Transportation regarding safety.

Statement of Transferee's Experience

Applicant/Transferee, Debo Moving and Storage, Inc., a Pennsylvania corporation, has been in business for many years. Transferee is thoroughly familiar with the day-to-day operations of a moving company. Applicant/Transferee currently conducts operations under its authority issued by the Pennsylvania Public Utility Commission and is familiar with the regulations of the Pennsylvania Public Utility Commission and is in compliance with all such rules and regulations. Transferee believes it has the experience, personnel, knowledge and equipment to expand its operations as proposed by the instant transfer application.



Debo/Pollock Moving & Storage, Inc.

P.O. Box 278 / New Brighton, PA 15066-0278 / (412) 869-9555 / Fax: (412) 869-9559



TO WHOM IT MAY CONCERN:

MARCH 4, 1998

AS OF MARCH 4, 1998, THE FOLLOWING IS A LIST OF CORPORATE OFFICERS OF DEBO MOVING & STORAGE, INC.

1508 B STATE ST WEST
BADEN, PA 15005

BRIAN K. DEBO -PRESIDENT AND TREASURER
 PERCENTAGE OF STOCK HELD= 50%
CLAUDETTE A. DEBO -VICE PRESIDENT AND SECRETARY
 PERCENTAGE OF STOCK HELD= 50%

BOTH RESIDE AT 135 KENAH DRIVE
 NEW BRIGHTON, PA 15066