

A-00106548F1

APPLICATION

F1 AMC



PILLAR · MULROY & FERBER

March 9, 1998

Re: Debo Moving and Storage, Inc.--
Purchase (Portion)--David E. Bauman and
Company, Inc., t/d/b/a Don Martin
Trucking Division

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

Dear Mr. McNulty:

We enclose for filing the original and two copies of an application on behalf of Debo Moving and Storage, Inc. to acquire a portion of the operating authority held by David E. Bauman and Company, Inc., t/d/b/a Don Martin Trucking Division. 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 application, please advise the undersigned.

Very truly yours,


JOHN A. PILLAR

sw
Enclosures
cc: Debo Moving and Storage, Inc.
Don Martin Trucking Division



RECEIVED
PROTHONOTARY'S OFFICE

98 MAR 11 AM 9:19

PROFESSIONAL CORPORATION · ATTORNEYS
1106 FRICK BUILDING · PITTSBURGH, PA 15219
(412) 471-3300 - FAX: (412) 471-6068

5

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

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-00110722, Folder No. _____, issued to
David E. Bauman and Company, Inc.,
t/d/b/a Don Martin Trucking Division
(Transferor-Seller)

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

PUC USE ONLY
Docket No. 106548
Folder No. F10
AM-C

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

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

- _____
(Business Street Address) : P. O. Box 278
(P.O. Box, if any)

New Brighton Beaver PA 15066 869-9555
(City) (County) (State) (Zip) (Telephone)

DOCUMENT FOLDER

RECEIVED
PROTHONOTARY'S OFFICE
98 MAR 11 AM 9:19

DOCKETED
APPLICATION DOCKET
MAR 19 1998
ENTRY No. 91

4. Applicant's attorney (for this application) is: JOHN A. PILLAR, ESQ.

1106 Frick Building, Pittsburgh, PA 15219 412/471-3300
(Name) (Address) (Telephone)

5. Any documents should be mailed to:

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

Transferor: David E. Bauman and Company, Inc., Box 336, Saxonburg, PA 16056
(Name) (Address)

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

A- 106548 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 part 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 does not transport household goods in use.

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.
- 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 3-3-98
(each partner must sign) (Date)
 (Corporate Seal) Brian K. Debo, President

Claudia Q. Debo 3.3.98

DAVID E. BAUMAN AND COMPANY, INC.,
 t/d/b/a DON MARTIN TRUCKING DIVISION

Transferor sign here: By: Jeanne L. Bauman 2/25/98
(Date)
 (Corporate Seal) Jeanne L. Bauman, President



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:

Butler County :

Jeanne L. Bauman, being duly sworn (affirmed) according to law,
deposes and says that he is President of David E. Bauman and Company, 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 David E. Bauman and Company, Inc. to be able to prove the
(Name of Corporation)

same at the hearing hereof.

Jeanne L. Bauman
Signature of Affiant

Sworn and subscribed before me this 25th

day of February 19 98

My Commission expires April 26, 1999

Notarial Seal
Kelly L. Frantz, Notary Public
Worthington Boro, Armstrong County
My Commission Expires April 26, 1999
Member, Pennsylvania Association of Notaries

Kelly L. Frantz
Signature of Official Administering Oath

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:

_____ 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)

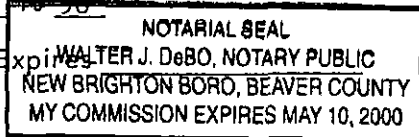
the same at the hearing hereof.

Brian K. Debo
Signature of Affiant
Brian K. Debo

Sworn and subscribed before me this 3

day of March 10 1998

My Commission Expires _____



Walter J. DeBo
Signature of Official Administering Oath

A G R E E M E N T

THIS AGREEMENT is made this 3RD day of MARCH, 1998, between DEBO MOVING AND STORAGE, INC. (BUYER), a Pennsylvania corporation having its principal office in New Brighton, Pennsylvania, and DAVID E. BAUMAN AND COMPANY, INC., t/d/b/a DON MARTIN TRUCKING DIVISION (SELLER), a Pennsylvania corporation having its principal office in Saxonburg, Pennsylvania.

I. PREMISES

A. SELLER is a motor common carrier of property and holds a Certificate of Public Convenience issued by the Pennsylvania Public Utility Commission (PUC) at Docket No. A-00110722.

B. BUYER is a corporation currently holding PUC operating authority at Docket A-00106548.

C. SELLER has agreed to sell, and BUYER has agreed to buy, free and clear of all liens, encumbrances, security interests, and other claims, a portion of SELLER's operating rights at A-0010722, a description of which is attached hereto as Appendix "A" (herein called "the operating rights").

D. This transaction will require the prior approval of the PUC. BUYER and SELLER will file and diligently prosecute an application with the PUC for approval of the transfer of the operating rights pursuant to 66 Pa. C.S.A. § 1102 of the Pennsylvania Public Utility Code (herein called "the application").

II. TERMS AND CONDITIONS

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

1. **Purchase Agreement.** SELLER will sell to BUYER, and BUYER will buy, free and clear of all liens, encumbrances, security interests, and other claims, a portion of the operating rights owned by SELLER under its Certificate of Public Convenience issued by the PUC at Application Docket No. A-00110722, as set forth on Appendix "A" hereto. The operating rights to be acquired involve only the transportation of household goods and office furniture in use, and, therefore, the geographic scope has been modified as shown on Appendix "A" to be consistent with the restrictions applicable to the household goods portion of the rights.

2. **Price and Payment.** BUYER will pay to SELLER for the operating rights the total sum of Two Thousand Five Hundred (\$2,500.00) Dollars, to be paid in cash or by bank cashiers check at the closing.

3. **Warranties As To Operating Rights.** SELLER warrants and guarantees that the operating rights have been duly issued by the PUC; the rights are in full force and effect; the rights are not subject to any liens, encumbrances, security interests or claims of any kind at the execution of this agreement; no liens, encumbrances or security interests will be placed thereon pending consummation of this transaction; and that there are, and on the date of consummation will be, no actions at law or equity, nor any proceedings before any agency pending or threatened against SELLER

to revoke, suspend or otherwise restrict the operating authority. The parties hereto further agree that if, prior to the issuance of a final order by the PUC approving this transaction, the rights are cancelled or the transportation of household goods in use becomes deregulated, or if regulation of household goods transportation by the PUC is preempted by Federal legislation, this Agreement shall immediately be terminated and the parties shall have no further rights or obligations hereunder.

4. **Application for Approval.** The parties agree that this transaction requires the prior approval of the PUC and that the transaction may not be consummated until final approval is secured from the PUC. Within thirty (30) days after the execution of this Agreement, BUYER and SELLER will promptly file the application for approval.

Counsel for BUYER will prepare and file the necessary PUC application and related exhibits and documents required to seek approval thereof and SELLER shall assist in such preparation. BUYER agrees to pay all filing fees, printing and reproduction costs and other related expenses in connection with the preparation, filing and prosecution of the application. Otherwise, each party shall bear the expenses of its own counsel and its accountants, if any.

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. **Approval of Permanent Application Subject to Restrictions.** It is the intention of the parties that BUYER will purchase all of the operating rights set forth on Appendix "A", and that SELLER will retain all of its remaining operating rights held by SELLER at Docket No. A-00110722, to transport property, other than household goods and office furnishings in use.

If the PUC, by its final order, approves the application subject to conditions which restrict, delete or cancel any of the operating rights set forth on Appendix "A" or limit their use by BUYER in any way other than as set forth on Appendix "A", BUYER shall have the option to declare this Agreement null and void and forthwith terminate the Agreement by giving SELLER written notice thereof within twenty (20) days after the service date of any such orders.

The terms and conditions of this paragraph shall be subject to the appeal provisions set forth in paragraph 7.

6. **Denial of the Permanent Application.** In the event the PUC, by its final order, should deny approval of the application, this Agreement shall be null and void. In such event, the parties shall have no further rights or obligations under this Agreement.

The terms and conditions of this paragraph shall be subject to the appeal provisions set forth in paragraph 7.

7. Appeals. In the event the PUC, by its final order, should deny the application, or if the PUC grants the application subject to conditions of the type set forth in paragraph 5, either party may seek judicial review of those orders to the extent available.

In the event that either party elects to seek judicial review, the termination provisions set forth in paragraphs 5 and 6 shall not become effective until the exhaustion of such judicial remedies. In such event, if the final order of the PUC denying the application is sustained by the court, this Agreement shall be cancelled in accordance with paragraph 6. If the final order of the PUC approving the permanent application, subject to conditions, is sustained by the court, BUYER may exercise the right to terminate as set forth in paragraph 5 within twenty (20) days after the service of the order or judgment of the last court of review.

If either party elects to seek judicial review, the party so electing shall pay all expenses incurred in connection with the appeal, excluding counsel fees of the other party.

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.

8. PUC Assessments. SELLER 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, for any and all operating periods up to the date of consummation of this transaction have been paid, or will be paid. In the event the PUC requires the payment of any such assessments due from SELLER as a condition precedent to processing the transfer application, SELLER agrees to promptly pay any such assessments. If SELLER fails to pay such assessments as provided herein, BUYER may elect to pay the assessment and deduct the sum paid from the purchase price, provided, however, that if any assessments are subject to an appeal by SELLER, BUYER may not pay such assessments unless and until SELLER agrees and consents thereto.

9. No Broker's Fees or Commissions. BUYER and SELLER agree that 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 commission in connection with the transaction contemplated by this Agreement, insofar as such claim shall be based on arrangements or agreements made, or allegedly made by or on behalf of, the indemnifying party.

10. **No Right of Assignment.** Neither party shall have the right to assign this Agreement to any other party without securing the prior written approval of the other party to the Agreement.

11. **Closing.** This transaction will be consummated on the closing date, which shall be the day selected by agreement of the parties within a period of thirty (30) days after the effective date of the order of the PUC approving the transfer application, or the thirtieth (30th) such day if no other day is selected. The closing shall be held at the offices of Pillar • Mulroy & Ferber, P.C. in Pittsburgh.

12. **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.

13. **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 at the addresses shown below:

BUYER:

Brian K. Debo, President
Debo Moving and Storage, Inc.
P. O. Box 278
New Brighton, PA 15066

SELLER:

David E. Bauman & Company, Inc.
Box 336
Saxonburg, PA 16056

A copy of any such communications shall also be mailed to the following counsel for the parties:

ATTORNEY FOR BUYER:

John A. Pillar, Esq.
Pillar • Mulroy & Ferber, P.C.
1106 Frick Building
Pittsburgh, PA 15219

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 giving written notice pursuant to the terms of this paragraph.

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

15. **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 expressly and specifically set forth in this Agreement or an addendum thereto properly executed by the parties.

16. **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 paragraphs to which they refer.

III. EXECUTION

IN WITNESS WHEREOF, the parties intending to be legally bound, have executed this Agreement the day and year first above stated.

ATTEST:

DAVID E. BAUMAN AND
COMPANY, INC. (SELLER)

Bursara S. Bartley

By: David E. Bauman

ATTEST:

DEBO MOVING AND STORAGE, INC.
(BUYER)

Claudette Chiduse Debo

By: Brian K. Debo Pres.
Brian K. Debo, President

APPENDIX "A"

Authority To Be Transferred

Don Martin Trucking Division (David E. Bauman & Company, Inc., t/d/b/a) -
Docket A-00110722

- 17 1 To transport, as a Class D carrier, household goods in use, between points on the west side of the Allegheny River and within 10 miles by the usually traveled highways of the limits of the Borough of Brackenridge, Allegheny County. *property* 7
- 18 2 To transport, as a Class D carrier, household goods and office furniture in use, from points in the area described in the above right (excluding the Borough of New Kensington) to points in Pennsylvania, and vice versa.
- 21 3 To transport, as a Class B carrier, household goods in use, between points in the Borough of Brackenridge, Allegheny County. *prop*
- 22 4 To transport, as a Class C carrier, household goods in use, from points in the Borough of Brackenridge, to points within 5 miles by the usually traveled highways of the limits of said Borough, and vice versa. *prop*
- 23 5 To transport, as a Class B carrier, household goods and office furniture in use, between points in the Borough of Brackenridge and within 5 miles by the usually traveled highways of the limits of said Borough.

The three rights above subject to the following conditions:

(a) that all transportation shall originate or end in the Borough of Brackenridge or within 5 miles by the usually traveled highways of the limits of said Borough.

(b) that the transportation of household goods and office furniture in use shall be limited and restricted to points in the Borough of Brackenridge and within 5 miles by the usually traveled highways of the limits of said Borough.

* These paragraphs have been amended to be consistent with restriction (b) relating to household goods in use.



Debo/Pollock Moving & Storage, Inc.

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



DEBO MOVING & STORAGE, INC EQUIPMENT LIST AS OF MARCH 4, 1998

UNIT #	DESCRIPTION
1) 840-01	1990 INTERNATIONAL STRAIGHT VAN W/26' ALLVAN BODY
2) 840-02	1979 KENTUCKY TRAILER 43.5'L X 96"W
3) 840-03	1989 FORD E-350 W/15'UTILIMASTER BODY
4) 840-04	1993 DORSEY TRAILER 48'L X 102"W
5) 840-08	1994 KENTUCKY TRAILER 48'L X 102"W
6) 840-09	1995 WGMV VOLVO CONVENTIONAL W/STAND UP DOUBLE BUNK
7) 840-10	1994 KENTUCKY TRAILER 48'L X 102"W
8) 840-11	1990 INTERNATIONAL STRAIGHT VAN W/26' AM HAIRE BODY
9) 840-12	1995 KENTUCKY TRAILER 50'L X 102"W
10) 840-14	1985 MONON TRAILER 48'L X 96"W
11) 840-16	1985 GREAT DANE TRAILER 43'L X 96"W
12) 840-21	1991 VOLVO CABOVER W/QUEEN BUNK
13) 840-23	1993 KENWORTH CABOVER W/STAND UP DOUBLE BUNK
14) 840-25	1996 FREIGHTLINER STRAIGHT VAN W/26' HAIRE/SLEEPER
15) 840-31	1988 INTERNATIONAL CABOVER SINGLE AXLE & SLEEPER
16) 840-33	1991 INTERNATIONAL CABOVER W/QUEEN BUNK
17)	1981 FORD E-250 ECONOLINE VAN
18)	1993 FORD E-250 ECONOLINE VAN
19)	1994 MAZDA VAN
20)	1996 CHEVROLET S-10 PICKUP TRUCK
21)	1997 TOYOTA FOUR RUNNER PICKUP TRUCK

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		\$13,384.62
1133.00 ACCOUNTS RECEIVABLE--EMPLOYEES		\$990.00	\$364.00	
1135.00 DRIVER FINES & MISC.CHARGEABLE		\$4,106.00		\$80.00
	-----	-----	-----	-----
	\$0.00	\$5,942.03	\$364.00	\$13,464.62
TOTAL ACCOUNTS RECEIVABLE		\$5,942.03		\$13,100.62
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
<hr/>				
TOTAL CURRENT ASSETS	\$276.78	\$5,942.03	\$162,477.00	\$13,464.62
		\$5,665.25	\$149,012.38	
<hr/>				
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	
	<hr/>		<hr/>	
TOTAL LAND AND REAL ASSETS	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00		\$0.00	
<hr/>				
FURNITURE, FIXTURES & EQUIPMENT				
1221.00 REVENUE EQUIPMENT	\$25,568.50		\$639,264.84	
1222.00 ACCUMULATED DEP.-REV.EQUIPMENT		\$7,559.00		\$482,285.00
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		\$27,253.65	
1236.00 ACCUMULATED DEP.-OFFICE EQUIP		\$4,085.00		\$24,376.00
1237.00 WAREHOUSE EQUIPMENT	\$0.00		\$73,102.73	
1238.00 ACCUMULATED DEP.-WHSE EQUIP.		\$6,994.00		\$70,697.00
1241.00 LEASEHOLD IMPROVEMENTS	\$0.00		\$0.00	
1242.00 ACCUMULATED AMORT.-LEASE IMP.	\$0.00		\$0.00	
	<hr/>		<hr/>	
TOTAL FUR., FIX. AND EQUIPMENT	\$25,568.50	\$18,638.00	\$739,621.22	\$577,358.00
	\$6,930.50		\$162,263.22	
<hr/>				
TOTAL FIXED ASSETS	\$25,568.50	\$18,638.00	\$739,621.22	\$577,358.00
	\$6,930.50		\$162,263.22	
<hr/>				
INTANGIBLE ASSETS				
	<hr/>		<hr/>	
TOTAL INTANGIBLE ASSETS	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00		\$0.00	
<hr/>				
LONG TERM INVESTMENTS				
	<hr/>		<hr/>	
TOTAL LONG TERM INVESTMENTS	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00		\$0.00	
<hr/>				
OTHER ASSETS				
1551.00 CLEARING ACCOUNT		\$18,651.17		\$0.00

03-03-1998
16:04:30

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	\$25,845.28	\$43,231.20	\$916,598.22	\$590,822.62
		\$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
	\$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	\$5,844.73	\$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 CLLECTNS OTHERS-DRIVRS CSH EXC	\$0.00		\$0.00	
2045.00 PA SALES TAX PAYABLE	\$0.00			\$68.81
	-----	-----	-----	-----
TOTAL OTHER CURRENT PAYABLES	\$0.00	\$53,434.27	\$0.00	\$68.81
		\$53,434.27		\$68.81
SALES/DRIVER ACCOUNTS PAYABLE				
2100.00 ACCT.PYABLE--SLES/DRVR-W. DEBO		\$12,109.86		\$0.00
2101.00 ACT.PYB-SALES/DRIVER-GROSSETTI		\$36,505.14	\$0.00	
2102.00 ACCT.PYABLE- SALES/DRVER-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	
2216.00	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
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
2281.00	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	\$1,868.44
			\$106,516.62		\$1,837.71
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		\$1,159.16	\$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

03-03-1998
16:04:34

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

PAGE 5

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			\$60,501.28
	-----	-----	-----	-----
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
.....				
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

STATEMENT OF UNPAID BUSINESS DEBTS OF TRANSFEROR

Transferee is acquiring only a portion of the operating rights of Transferor and no assets, and, therefore, Transferee is not assuming any business debts of Transferor.

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