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HENRY M. WICK, JR.
(1921 - 2007)
CARL F. MEYER
(1929 - 2009)

April 29, 2014

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SECRETARY'S BUREAU

Re: 1-800-PACK-RAT, LLC -
Transfer Application - William T. Malloy, t/d/b/a Are You Moving

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

Dear Secretary Chiavetta:

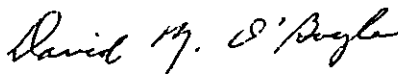
We represent 1-800-PACK-RAT, LLC, which is a common carrier that holds operating authority from the Pennsylvania Public Utility Commission at Docket No. A-8911793. Please find enclosed for filing with the Commission Application for Approval of Transfer and Exercise of Common Carrier or Contract Rights in connection with our client, which is the Transferee, purchasing the household goods operating authority at Docket No. A-00106620, Folder 2, and certain other assets of Transferor, William T. Malloy, t/d/b/a Are You Moving.

We are also enclosing for filing a check in the amount of \$350.00 payable to the Commonwealth of Pennsylvania for the Transfer Application filing fee. Please acknowledge receipt and filing by date-stamping the enclosed duplicate copy of this letter of transmittal and return it to the undersigned in the self-addressed, stamped envelope, which is provided.

If there are any questions concerning this Household Goods Transfer Application, please contact me.

Very truly yours,

WICK, STREIFF, MEYER,
O'BOYLE & SZELIGO, P.C.


David M. O'Boyle

DOB/rms
Enclosures

cc: Mr. William T. Malloy (w/encls.)
1-800-PACK-RAT, LLC (w/encls.)

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

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of 1-800-PACK-RAT, LLC
(Applicant/Transferee-Buyer)

for the approval of the transfer and to exercise the right

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

No. A-00106620, Folder No. 2, issued to

William T. Malloy t/d/b/a Arc You Moving
(Transferor – Seller)

for transportation of household goods.
(persons – household goods)

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SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

1. 1-800-PACK-RAT,LLC
(Full and Correct Name of Applicant/Transferee)

2. Not Applicable
(Trade Name, If Any)

The trade name _____ been registered with the Secretary of the Commonwealth – Not Applicable
(has or has not)

on (attach copy of stamped registration form.)
(Date)

3. 6400 Goldsboro Road, Suite 300
(Business Street Address)

Bethesda	MD	20817	202-362-0101
(City)	(County)	(State)	(Zip)

4. Applicant's attorney (for this application) is: David M. O'Boyle, Esquire, Wick, Streiff, Meyer,
O'Boyle & Szeligo, P.C., 1450 Two Chatham Center, 112 Washington Place, Pittsburgh, PA 15219.
(Name) (Address) (Telephone)

5. Any documents should be mailed to:

Transferee: David M. O'Boyle, Esq., 1450 Two Chatham Center, 112 Washington Place,
Pittsburgh, PA 15219
(Name) (Address)

Transferor: William T. Malloy, 3908 Anderson Rd., Gibsonia, PA 15044
(Name) (Address)

6. Applicant does hold Pa. P. U. C. authority under Docket No.

A-8911793 and operates as a common carrier.

7. Applicant does hold Interstate Commerce Commission authority at Docket No.
MC-648624.

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 Delaware.
and qualified to do business in Pennsylvania by registering with the Secretary of the Commonwealth on January 13, 2010 (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. (See Supplement to Section 12(b) (2))

9. If applicant, its stockholder 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. (N/A)
10. Applicant proposes to acquire all of the operating rights now held by transferor.

Attach a 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. (See Supplement to Section 12a (3))

11. The reason for the transfer is Transferor is no longer interested in conducting for-hire motor carrier operations in transporting household goods in use.

12a. The following must be attached:

- ☐ Sales Agreement (See Supplement to Section 12a (1))
- ☐ List of equipment to be used to render service. (Summarized by type)
(See Supplement to Section 12a (2))
- ☐ Operating authority to be transferred/retained. (See Supplement to Section 12a (3))
- ☐ Statement of Financial Position (See Supplement to Section 12a (4))
- ☐ Statement of unpaid business debts of transferor and how they will be satisfied.
(See Supplement to Section 12a (5))
- ☐ Statement of Safety Program. (See Supplement to Section 12a (6))
- ☐ Statement of transferee's experience. (See Supplement to Section 12a (7))

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

- ☐ Partnership Agreement
- ☐ Trade Name registration certificate.
- ☐ Certificate of Incorporation. (Pa. Corporations only)
- ☐ Certificate of Authority. (Foreign (out-of-state) Corporations only).
(See Supplement to Section 12b (1))
- ☐ Statement of Corporate charter purpose. (Corporations only)

- List of Corporate officers and stockholders. (Corporations only)
(See Supplement to Section 12b (2))

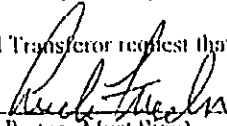
- ☐ Copy of short form certificate showing date of death of transferor and name of
executor/administrator/administratrix.

13. Transferor attests that all General Assessments and fines are paid, 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:


(Each Partner Must Sign)

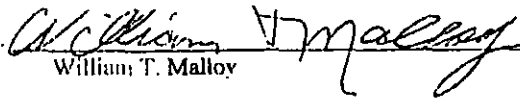
Andrew M. Friedman.

Vice President-General Counsel

4/14/11
(Date)

(Corporate Seal)

Transferor sign here:


William T. Malloy

(Corporate Seal)

APPLICATION VERIFICATION

I/We hereby state that the statements made in the application are true and correct to the best of my/our knowledge, information and belief.

The undersigned understand(s) that false statements herein are made subject to the penalties of 18 Pa. C. S. Section 4904 relating to Unsworn Falsification To Authorities.

TRANSFEROR (SELLER) William T. Malloy t/d/b/a Are You Moving

William T. Malloy

(Print Name)

(Signature)

(Date)

(Print Name)

(Signature)

(Date)

(Print Name)

(Signature)

(Date)

TRANSFeree (BUYER) 1-800-PACK-RAT, LLC

Andrew Friedman

(Print Name)

(Signature)

(Date)

(Print Name)

(Signature)

(Date)

(Print Name)

(Signature)

(Date)

If the Applicant is a sole-proprietor, he/she must complete and sign the Application Verification form. If the application is for a partnership, all partners to the partnership agreement must sign this form. If the Applicant is incorporated, the President or Secretary must sign this form.

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Supplement to Section 12a (1)

1-800-PACK-RAT, LLC -

Transfer Application -

William T. Malloy, t/d/b/a Are You Moving

Agreement of Sale

Attached hereto is a copy of the Agreement of Sale between Transferor, William T. Malloy, t/d/b/a Are You Moving, and Transferee, 1-800-PACK-RAT, LLC.

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AGREEMENT OF SALE

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

2014 MAY -1 AM 10: 54

This Agreement of Sale (hereinafter referred to as "Agreement") is made this ____ day of
PA.P.U.C.

~~SECRETARY'S BUREAU~~ 2014, A6 between William T. Malloy, an individual, doing business as Are You Moving ("SELLER"), with a principal place of business located at 3908 Anderson Road, Gibsonia, Pennsylvania 15044, and 1-800-PACK-RAT, LLC ("BUYER"), a Delaware limited liability company that is registered to do business in Pennsylvania with its principal place of business located at 6400 Goldsboro Road, Suite 300, Bethesda, Maryland 20817.

I. PREMISES

A. SELLER is a for-hire household goods carrier and holds a Certificate of Public Convenience issued by the Pennsylvania Public Utility Commission (hereinafter referred to as "PUC") at Docket No. A-00106620, F.2 (hereinafter referred to as "Operating Rights"). A copy of the Operating Rights is attached hereto as Exhibit "A".

B. BUYER holds operating authority from the PUC at Docket No. A-8911793, which authorizes it to transport property, excluding household goods in use, between points in Pennsylvania. BUYER also holds operating authority from the Federal Motor Carrier Safety Administration at Docket No. MC-648624.

C. SELLER has agreed to sell, and BUYER has agreed to buy, free and clear of all liens, encumbrances, security interests and other claims, all of SELLER's PUC Operating Rights and certain other assets, which assets are described in Exhibit "B", and said Exhibit "B" is incorporated by reference herein.

D. This transaction involving the sale of the PUC Operating Rights will require the prior approval of the PUC. BUYER and SELLER will file and diligently prosecute an application to secure the PUC's approval of the transfer of the Operating Rights.

E. BUYER and SELLER are entering into this Agreement for the purpose of setting forth the terms and conditions of this transaction.

II. TERMS AND CONDITIONS

In consideration of the mutual covenants and promises contained in this Agreement, the parties agree, represent and warrant as follows:

1. **PURCHASE AND SALE OF OPERATING RIGHTS.** Subject to the terms and conditions of this Agreement, BUYER hereby agrees to purchase, and SELLER hereby agrees to sell, free and clear of all liens, encumbrances, security interests and other claims: (a) all of the PUC Operating Rights issued to SELLER at Docket No. A-00106620, a true and correct copy of which is attached hereto as Exhibit "A"; and (b) certain other assets ("Other Assets") described in Exhibit "B", which is attached hereto and incorporated by reference herein.

2. **PRICE AND PAYMENT.** BUYER will pay the purchase price of Two Thousand Five Hundred (\$2,500.00) Dollars ("Purchase Price") to SELLER consisting of Two Thousand (\$2,000.00) Dollars for the purchase of the Operating Rights and Five Hundred (\$500.00) Dollars for the purchase of the Other Assets. Payment of the Purchase Price shall be made as follows:

2.1. A payment of Two Thousand Five Hundred (\$2,500.00) Dollars is due and payable upon execution of this Agreement, and the payment will be deposited into an Escrow Fund of BUYER's attorneys.

2.2. At the Closing, the Escrow Funds in the amount of Two Thousand Five Hundred (\$2,500.00) Dollars, less any amounts that are owed by SELLER and are paid to the PUC from the Escrow Funds as authorized herein, shall be tendered and released to SELLER.

3. **ESCROW FUNDS.**

3.1. **ESCROW AGENT.** Two Thousand Five Hundred (\$2,500.00) Dollars (hereinafter referred to as "Escrow Funds") shall be deposited in escrow with BUYER's attorneys, the law firm of Wick, Streiff, Meyer, O'Boyle & Szeligo, P.C. (hereinafter referred to as the "Escrow Agent"). The Escrow Agent agrees to serve in accordance with the terms and conditions of the Escrow Agreement, dated this date, and a copy of the Escrow Agreement, signed by the parties, is attached hereto as Exhibit "C" and incorporated herein by reference.

3.2. **DEPOSITORY.** The Escrow Funds shall be placed in the Escrow Agent's IOLTA Trust Account ("Trust Account"), which is a non-interest bearing account.

3.3. **DISPOSITION OF ESCROW FUNDS.**

A. If SELLER owes to the PUC payment for any assessments, fines or other any item ("SELLER's PUC Obligations"), and the PUC will not process the Transfer Application

or the transfer of SELLER's Certificate to BUYER is conditioned upon payment of any of SELLER's PUC Obligations, the Escrow Agent shall be authorized to pay the PUC Obligations from the Escrow Funds.

B. Within 30 days of the PUC's approval of the transfer of the Operating Rights, all of the Escrow Funds remaining in the Escrow Agent's Trust Account shall be delivered by the Escrow Agent to SELLER. At Closing, SELLER shall deliver to BUYER all bills of sale, endorsements, assignments and other good and sufficient instruments of conveyance and transfer in a form satisfactory to BUYER and containing full warranties of title effective to vest in BUYER good, absolute and marketable title to the Operating Rights and Other Assets transferred to BUYER by SELLER, free and clear of all liens, charges and encumbrances, and restrictions whatsoever. SELLER shall take all steps that may be required to put BUYER in actual possession, operation and control of the Operating Rights and Other Assets to be transferred under this Agreement. From time to time, at the request of BUYER, SELLER shall execute and deliver to BUYER other instruments of conveyance and transfer and take other action as BUYER may reasonably require, in order to effectively convey and transfer BUYER and to put BUYER in possession of any of the Other Assets to be conveyed, transferred and delivered to BUYER under this Agreement.

C. If BUYER breaches a material term or condition of this Agreement, and the breach is not cured in a timely manner as set forth in this Agreement, the Escrow Funds shall promptly be tendered to SELLER, provided that SELLER notifies BUYER in writing that, as a result of the breach, SELLER is terminating this Agreement. In addition, SELLER shall have the right to pursue any other legal or equitable remedy.

D. The Escrow Funds shall be promptly returned to BUYER by the Escrow Agent under the following circumstances: (1) if the transaction contemplated by this Agreement is not consummated as a result of the denial of the PUC Transfer Application by a final PUC Order and the denial of the PUC Transfer Application is not due to the fault of BUYER for failure to prosecute the PUC Transfer Application; or (2) if this Agreement is lawfully terminated by BUYER.

4. APPLICATION FOR APPROVAL.

4.1. The parties acknowledge and agree that this transaction involving the sale and transfer of the Operating Rights will require the prior approval of the PUC and that this transaction

may not be consummated until final approval is secured from the PUC. Within thirty (30) days after the date that this Agreement is executed, BUYER and SELLER will promptly prepare and file with the PUC an application to transfer the Operating Rights from SELLER to BUYER ("Transfer Application").

4.2. BUYER and SELLER will, with due diligence and in good faith, cooperate fully in the preparation, filing and prosecution of the Transfer Application. BUYER and SELLER agree to join in and execute the Transfer Application and any other required documents, subject to the approval of their respective counsel, which approval shall not be withheld without legally sufficient reason.

4.3. 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.

4.4. BUYER shall pay all filing fees with respect to prosecution of the Transfer Application. Each party shall pay all of its own costs and expenses in connection with this transaction, including, but not limited to, attorney's fees.

5. **APPROVAL OF APPLICATION SUBJECT TO RESTRICTIONS.** It is the intention of the parties that BUYER will purchase all of the Operating Rights of SELLER. In the event the PUC, by its final Order, approves the Transfer Application subject to conditions which materially and substantially restrict, delete or cancel any of the Operating Rights that authorize the transportation of household goods, or limit their use by BUYER in any material way, BUYER shall have the option to declare this Agreement null and void and terminate the Agreement by giving SELLER written notice of its intention to do so within 20 days after the service date of any such PUC Order. In such event, BUYER shall be entitled to the prompt return of all Escrow Funds under this Agreement. However, the terms and conditions of this Paragraph 5 shall be subject to the appeal provisions which are set forth in Paragraph 7 of this Agreement.

6. **DENIAL OF THE APPLICATION.** In the event the PUC, by its final Order, denies approval of the Transfer Application or dismisses the Transfer Application for any reason other than the failure of BUYER to prosecute the Transfer Application, BUYER shall be entitled to notify SELLER in writing within 20 days after the service date of the final Order that this Agreement is null and

void, and BUYER shall be entitled to the prompt refund of all Escrow Funds under this Agreement. In such event, the parties shall have no further rights or obligations under this Agreement. However, the terms and conditions of this Paragraph 6 shall be subject to the appeal provisions which are set forth in Paragraph 7 of this Agreement.

7. **APPEAL.**

7.1. In the event the PUC, by its final Order, denies the Transfer Application, or if the PUC grants the application subject to conditions which materially and substantially restrict, delete or cancel any of the Operating Rights which authorize the transportation of household goods, either party may seek judicial review of the PUC's Order. In such event, if the final Order of the PUC denying the application is approved by an Order of Court, which is either final and not appealable or is not appealed in a timely manner, BUYER may exercise its rights to terminate this Agreement within twenty (20) days after the service date of the Order. The party electing to seek judicial review shall pay all expenses incurred in connection with the appeal, excluding the counsel fees of the other party. In the event that either party elects to seek judicial review, the termination provisions set forth in Paragraphs 5 and 6 of this Agreement shall not become effective until the exhaustion of all such remedies for judicial review.

7.2. For the purposes of this Agreement, the terms "final Order" shall be defined as an Order of the PUC issuing a final decision on the Transfer Application or, in the case of denial of the Transfer Application, upon the expiration of the period permitted by the PUC's Rules of Practice and Regulations 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 in the case of approval of the Transfer Application, the effective date of the Order of approval, unless stayed by the PUC or by a Court.

8. **SELLER'S REPRESENTATIONS AND WARRANTIES.** SELLER hereby represents and warrants as follows:

8.1. That the Operating Rights have been duly issued by the PUC, that the Operating Rights are in full force and effect, and will continue as such up to and including the Closing Date, and that on the Closing Date there will not be any liens, encumbrances, security interests or claims of any kind created by SELLER against the Operating Rights, including but not limited to, any

outstanding PUC Assessments owed by SELLER.

8.2. That the execution and delivery of this Agreement, consummation of the acquisition contemplated hereby, and compliance by the SELLER with the provisions hereof will not conflict with or result in a breach of any provision of, or constitute a default under, or result in the creation of any lien, security interest, charge or encumbrance upon any of the Operating Rights of SELLER and will not violate any order, writ, injunction, decree, statute, rule or regulation applicable to the SELLER.

8.3. That SELLER is not now involved, and at the time of Closing will not be involved, in any proceedings by or against it in any Court under the Federal Bankruptcy Code or any other insolvency or debtors' relief act, whether State or Federal, or for the appointment of a trustee, receiver, liquidator, assignee or other similar official.

8.4. That SELLER represents that it will not take any action or fail to take any action which may result in the creation of any lien, security interest, charge or encumbrance upon the Operating Rights and that SELLER will not violate any order, writ, injunction, decree, statute, rule or regulation relating to the Operating Rights prior to the Closing on this transaction.

9. **BUYER'S REPRESENTATIONS AND WARRANTIES.** BUYER hereby represents and warrants as follows:

9.1. That BUYER is a duly formed North Carolina limited liability company, duly registered to do business in the Commonwealth of Pennsylvania and is in good standing with the Commonwealth of Pennsylvania.

9.2. That BUYER has taken or will take, prior to Closing, all necessary corporate action to authorize the transaction contemplated by this Agreement, and proof thereof will be provided to SELLER upon request.

9.3. That the execution and delivery of this Agreement, consummation of the acquisition contemplated hereby, or compliance by BUYER with the provisions hereof will not conflict with or result in a breach of any provision of, or constitute a default under, or result in the creation of any lien, security interest, charge or encumbrance upon any of the assets of the BUYER and will not violate any order, writ, injunction, decree, statute, rule or regulation applicable to the BUYER.

9.4. That BUYER is not now involved, and at the time of Closing will not be involved,

in any proceedings by or against it in any Court under the Federal Bankruptcy Code or any other insolvency or debtors' relief act, whether State or Federal, or for the appointment of a trustee, receiver, liquidator, assignee or other similar official.

10. **SURVIVAL OF WARRANTIES.** All covenants, representations and warranties made by SELLER and BUYER in this Agreement or pursuant hereto shall survive the Closing of this transaction. This Agreement shall be binding upon and inure to the benefit of, and be enforceable by and against, the respective heirs, successors and assigns of BUYER and SELLER.

11. **NON-COMPETE** SELLER agrees that, for a period of three (3) years from the date of this Agreement, you will not, directly or indirectly, own, manage, operate, join, control or participate in the ownership, management, operation, or control of or be connected with, in any manner, any business operating in Allegheny County, Pennsylvania, in transporting household goods in use.

12. **PUC ASSESSMENT.** SELLER warrants that all general assessments heretofore made or that may be made against Seller pursuant to 66 Pa. C.S.A. §510 of the Pennsylvania Public Utility Code, which are applicable to any and all operating periods up to the date of the Closing on the sale of the Operating Rights and Other Assets, will be the responsibility of SELLER. In the event that the PUC requires the payment of any such assessments and/or fines due from SELLER as a condition precedent to processing the Transfer Application or as a condition precedent to the consummation of the Transfer Application, SELLER agrees to pay such assessments and/or fines promptly. If SELLER does not pay such assessments and/or fines promptly or upon agreement of the Parties, BUYER shall have the option to authorize the Escrow Agent to pay the assessment and/or fines from the Escrow Funds, thereby reducing the amount in the Escrow Funds that shall be due to SELLER at Closing. This provision is intended to be consistent with the provisions set forth above in Paragraph 3.3.A herein.

13. **REMEDIES UPON DEFAULT.**

13.1. In the event that either party fails to comply with any material and substantial provision of this Agreement, the non-breaching party shall have the right to notify the breaching party in writing of the breach and, if the breach is not remedied within twenty (20) days, the non-breaching party shall be entitled to terminate the Agreement and/or pursue any and all legal and equitable remedies to which the non-breaching party may be entitled.

13.2. The parties acknowledge that the remedy of law for any material breach or threatened material breach of any of the provisions of this Agreement shall be inadequate. Accordingly, the parties covenant and agree that each party, in addition to any other rights or remedies which it may have, shall be entitled to equitable and injunctive relief from any Court of competent jurisdiction to restrain the other party from any violation or threatened violation of this Agreement. Such right to obtain injunctive relief may be exercised, at the option of either party, concurrently with, prior to, after, or in lieu of the exercise of any other rights or remedies which the party may have as a result of any such breach or threatened breach of this Agreement.

14. **NEGOTIATED TERMS.** The terms of this Agreement are the subject of negotiation between the parties, and the parties intend and agree that, in the event of a dispute, the terms and conditions of this Agreement should be construed and interpreted without regard to which party drafted and prepared this Agreement, or which party drafted the particular provision that may be in dispute.

15. **RIGHT OF ASSIGNMENT.** BUYER shall have the right to assign this Agreement, or any obligations or rights under this Agreement, to any affiliate of BUYER, any successor in interest to BUYER or to any other party without securing the prior written approval of SELLER.

16. **RIGHTS OF SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors in interest, assigns and legal representatives.

17. **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 final Order approving the transfer application, or the thirtieth (30th) such day if no other day is selected and agreed upon by the parties. Closing shall be held at a time and place mutually convenient to the parties or in a manner mutually agreed to by the parties. At Closing, BUYER shall arrange to tender to SELLER the purchase price, which will consist of the amount of the balance of the Escrow Funds, and SELLER shall tender to BUYER a signed Bill of Sale confirming receipt of the purchase price for the Operating Rights and Other Assets.

18. **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 a copy to the respective party's counsel, at the addresses shown below:

SELLER: WILLIAM T. MALLOY
3908 ANDERSON RD.
GIBSONIA, PA 15044

BUYER: ANDREW M. FRIEDMAN
VICE PRESIDENT - GENERAL COUNSEL
1-800-PACK-RAT, LLC
6400 GOLDSBORO ROAD, SUITE 300
BETHESDA, MD 20817

ATTORNEY FOR BUYER:

DAVID M. O'BOYLE, ESQUIRE
WICK, STREIFF, MEYER,
O'BOYLE & SZELIGO, P.C.
1450 TWO CHATHAM CENTER
112 WASHINGTON PLACE
PITTSBURGH, PA 15219

19. **CONSTRUCTION.** This Agreement shall be construed in accordance of the laws of the Commonwealth of Pennsylvania.

20. **COMPLETE AGREEMENT.** The terms and conditions in this Agreement set forth the complete understanding and agreement of parties concerning the subject matter contained herein.

21. **CHANGES TO AGREEMENT.** This Agreement cannot be changed orally, and any changes to this Agreement must be in writing and signed by both parties, or their duly authorized representatives.

22. **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.

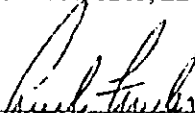
23. **COUNTERPARTS AND SIGNED COPY.** This Agreement may be executed in one or more counterparts and each of such counterparts shall, for all purposes, be deemed to be an original, and all such counterparts, shall together constitute one and the same instrument. Any copy of the signed original of this Agreement shall have the same force and legal effect as the signed original of this Agreement.

III. EXECUTION

IN WITNESS WHEREOF, SELLER and BUYER, intending to be legally bound hereby,
have executed this Agreement of Sale as of the day and year first above written.

BUYER:

1-800-PACK-RAT, LLC



ANDREW M. FRIEDMAN,
TITLE: VICE PRESIDENT - GENERAL COUNSEL

SELLER:

WILLIAM T. MALLOY T/D/B/A
ARE YOU MOVING



WILLIAM T. MALLOY
TITLE: SOLE PROPRIETOR

EXHIBIT "A"

TRANSFEROR'S OPERATING RIGHTS

Attached hereto is a copy of the Operating Rights issued to William T. Malloy, t/d/b/a
Are You Moving at Docket No. A-00106620, F. 2.

RECEIVED

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PA PUBLIC UTILITY COMMISSION
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EXHIBIT "A"
PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17105-3265

Public Meeting held May 9, 1996

Commissioners Present:

John M. Quain, Chairman
Lisa Crutchfield, Vice-Chairman
John Hanger
David W. Rolka
Robert K. Bloom

Application of William T. Malloy, t/d/b/a
Are You Moving, for the transfer of part
of the operating rights of Grimm Motor
Express, Inc., a corporation of the
Commonwealth of Pennsylvania, under the
certificate issued at A-00111048, subject
to the same limitations and conditions.

A-00106620
P. 2

Sally A. Davoren for the applicant.

O R D E R

BY THE COMMISSION:

This matter comes before the Commission on an application filed February 9, 1996. Public notice of the application was given in the Pennsylvania Bulletin of March 16, 1996. The unopposed application is certified to the Commission for its decision without oral hearing.

William T. Malloy (applicant) is a sole proprietor, who does business under the properly registered trade name "Are You Moving". His principal place of business is in Gibsonia, Allegheny County. By this application, Malloy seeks to purchase the household goods authority of Grimm Motor Express, Inc. (transferor), which will retain its general property authority. A 1993 Volvo twenty-six foot van will be used to perform the proposed service and a comprehensive safety program will be instituted and adequate insurance coverage will be obtained. As evidence of his financial capacity to begin operations as an intrastate common carrier, Malloy reports assets of \$195,499, with liabilities of \$22,494, leaving a net worth of \$173,005.

Malloy initially applied for authority (at Folder 1) in 1985, but withdrew his application in 1987. Despite being aware of the requirement to hold authority for intrastate moves, Malloy has twice been fined for illegal operations, once for \$1,250 for a move between points in Allegheny County and for a move from Erie to Pittsburgh (A-00106620C9501), and again for \$500 for a move between points in Allegheny County (A-00106620C9502). Such a recent record of illegal operations raises the question of the applicant's fitness. An application for common carrier authority may be denied if "the applicant lacks a propensity to operate safely and legally". 52 Pa. Code §41.14(b). While the applicant's two illegal moves are not sufficient to warrant denial of this transfer application, we will warn him that he must operate within the confines of the authority granted. Even if he had held the rights herein sought, he would not have been allowed to move property from Erie to Pittsburgh, above mentioned. We hereby place the applicant on notice that the authority he is obtaining is very limited in geographical scope and he is cautioned to operate within the rights or face severe enforcement action.

The rights have been assigned a value of \$5,000. A downpayment of \$1,000 was made at the execution of the sales agreement and the balance will be due at closing after the approval of this transfer application.

A review of the record before us indicates that the applicant possesses the requisite experience, equipment and financial capacity to provide the proposed service.

The authority to be transferred has been operated by the transferor, therefore, it is presumed that there is a continuing need, which may be overcome only by evidence to the contrary. In re: Sverly, 440 Pa. 521 (1970); Hostetter v. Pa. P.U.C., 160 Super. Ct. 94 (1947). Since the record is void of any such evidence, this presumption of continuing public need applies in this transfer proceeding.

We find:

1. The applicant is fit, willing and able to provide the service proposed:

2. Transfer of the authority is in the public interest and is necessary for the continued accommodation and convenience of the public;
THEREFORE,

IT IS ORDERED: That the transfer application be and is hereby approved and that a certificate be issued granting the following rights:

To transport, as a common carrier:

- (1) as a Class B carrier, household goods in use, between points in the city of Pittsburgh, Allegheny County;
- (2) as a Class D carrier, household goods in use, from points in the city of Pittsburgh, Allegheny County, to points within ten (10) miles by the usually traveled highways of the City-County Building in the said city, and vice versa;

subject to the following general conditions:

1. That the operating authority granted herein, or now held, or subsequently granted to the applicant to the extent that it is duplicative, shall not be construed as conferring more than one operating right.
2. 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/or 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.

3. That the applicant record in its Utility Account 1321 - Franchises, the actual cost of such rights recorded by the original holder thereof.
4. That the applicant charge to Account 1341 - Other Intangible Property, any amount of the consideration paid for the rights and going concern value attributable thereto in excess of the amounts recorded under condition 3 above.
5. 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 other entity, without the prior filing of an application and approval thereof by the Commission under Section 1102(a)(3) of Title 66, PA C.S.A.

IT IS FURTHER ORDERED: That the applicant shall not engage in any transportation granted in this application until the following is submitted to the Commission:

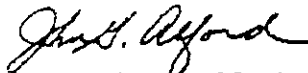
1. Form E evidence of Bodily Injury and Property Damage Liability Insurance.
2. A tariff establishing just and reasonable rates.

IT IS FURTHER ORDERED: That upon compliance with the requirements above set forth, a certificate issue evidencing the Commission's approval of the right to operate as above-determined.

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 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, Grimm Motor Express, Inc., at A-00111048 be modified pursuant to the supplemental order.

BY THE COMMISSION,



John G. Alford
Secretary

(SEAL)

ORDER ADOPTED: May 9, 1996

ORDER ENTERED: MAY 13 1996

EXHIBIT "B"

In addition to the Intrastate Operating Rights issued to Transferor and set forth in Exhibit "A" hereto, Transferee is purchasing from Transferor the following assets:

1. Good will from the name and business reputation of Are You Moving;
2. Phone numbers issued to and/or used by Are You Moving, including 724-444-1112 and 800-784-6683;
3. Ownership and use of the domain name of Are You Moving; and
4. Access to and use of the website of Are You Moving.

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Exhibit "C"

ESCROW AGREEMENT

Attached hereto is a copy of the signed Escrow Agreement by, between and among
SELLER, William T. Malloy t/d/b/a Are You Moving, and BUYER, 1-800-PACK-RAT, LLC,
and Escrow Agent, Wick, Streiff, Meyer, O'Boyle & Szeligo, P.C.

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Supplement to Section 12a (2)

1-800-PACK-RAT, LLC -

Transfer Application -

William T. Malloy, t/d/b/a Are You Moving

Transferee's Equipment List

Transferee intends to utilize at the start up of its operations one truck, which is a 2011 Kenworth T-270.

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1-800-PACK-RAT, LLC -

Transfer Application -

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Operating Authority To Be Transferred

Attached as Supplement to Section 12a (1) is a copy of the Agreement of Sale. Attached to the Agreement of Sale as Exhibit "A" is a copy of Commission's Order adopted May 9, 1996 and entered May 13, 1996, granting to Transferor the household goods operating rights that are involved in the proposed transfer to Transferee. Transferor is not retaining any operating authority.

The operating authority which Applicant/Transferee seeks to purchase from the Transferor is as follows:

To transport as a common carrier:

(1) As a Class B carrier household goods in use, between points in the city of Pittsburgh, Allegheny County;

(2) As a Class D carrier household goods in use, from points in the city of Pittsburgh, Allegheny County, to points within 10 miles by the usually traveled highways of the City/County Building in the said city, and vice versa.

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Supplement to Section 12a (4)

1-800-PACK-RAT, LLC -

Transfer Application -

William T. Malloy, t/d/b/a Are You Moving

Statement of Transferee's Financial Position

Attached hereto is a Balance Sheet setting forth Applicant's/Transferee's assets and liabilities. Also attached is a copy of Applicant's/Transferee's recent Income Statement.

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Statement of Financial Position (Balance Sheet)**As of (date) : December 31, 2013****ASSETS**

Current Assets		
Cash	878,772	
Accounts Receivable	2,603,841	
Notes Receivable	-	
Other Current Assets	<u>2,594,302</u>	
Total Current Assets		6,076,915
Tangible Assets		
Motor Vehicle Equipment	84,313,217	
Less: Accumulated Depreciation	<u>18,109,958</u>	66,203,259
Building and Structures	726,494	
Less: Accumulated Depreciaton	<u>552,570</u>	173,924
Office Equipment	6,966,357	
Less: Accumulated Depreciation	<u>3,745,852</u>	3,220,505
Land		-
Investments and Funds		21,308,101
Intangible Assets		257,748
Other Assets		<u>2,060,473</u>
TOTAL ASSETS		<u><u>99,300,925</u></u>

LIABILITIES

Current Liabilities		
Accounts Payable	2,175,545	
Notes Payable	-	
Equipment Obligations	265,580	
Other Liabilities	<u>4,507,192</u>	
Total Current Liabilities		6,948,317
Long Term Liabilities		
Accounts Payable	-	
Notes Payable	35,064,427	
Equipment Obligations	689,378	
Other Liabilities	<u>1,913,569</u>	
Total Long Term Liabilities		<u>37,667,374</u>
TOTAL LIABILITIES		<u>44,615,691</u>

NET WORTH (Partnerships and individuals, only)

-

OWNERS EQUITY (Corporations only)

Capital Stock		123,284,709
Additional Paid-in Capital		-
Retained Earnings	(68,599,475)	
Less: Treasury Stock	-	<u>(68,599,475)</u>
Total Owner's Equity		54,685,234
 TOTAL LIABILITIES & OWNER'S EQUITY		 <u><u>99,300,925</u></u>

STATEMENT OF FINANCIAL POSITION
One Year Projected Income Statement

REVENUE and GAINS

Operating Revenue	100,096,912
Net Revenue from non-carrier operations	-
Dividend and interest revenues	-
Other non-operating revenue	-
Gains	-
Total Revenue and Gains	<u>100,096,912</u>

EXPENSES

Equipment Maintenance and Garage Expense	2,545,557
Insurance Expense	1,176,859
Employee Salaries	9,502,038
Supervisory Salaries	9,569,453
Officer Salaries	1,000,000
Fuel Expenses	4,235,468
Purchased Transportation	1,475,560
Materials and Supplies Expense	25,740,830
General Office Expense	890,002
Advertising Expense	7,380,527
Telephone Expense	578,523
Accounting Expense	184,077
Legal Expense	236,000
Uncollectible Revenue	548,522
Depreciation Expense	6,796,229
Amortization	1,156,794
Operating Taxes and Licenses	860,716
Rent Expense	14,056,299
Loss	-
Total Operating Expenses and Losses	<u>87,933,454</u>

Net Income Before Taxes

Provision for Income Taxes	
<u>Net Income (Loss)</u>	<u><u>12,163,458</u></u>

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Supplement to Section 12a (5)

1-800-PACK-RAT, LLC -

Transfer Application -

William T. Malloy, t/d/b/a Are You Moving

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Statement of Unpaid Business Debts

The only business debts of Transferor in connection with its household goods operations are those which are currently due, and they will be paid from the proceeds of the sale of Transferor's PUC household goods operating authority. Any other debts arising from Transferor's household goods operations shall be the responsibility of and be paid for by Transferor.

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Supplement to Section 12a (6)

1-800-PACK-RAT, LLC -

Transfer Application -

William T. Malloy, t/d/b/a Are You Moving

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Statement of Transferee's Safety Program

Transferee has an extensive Safety Program which includes daily, weekly, monthly and quarterly inspections on its trucks, lift systems and forklifts using its in-house personnel.

Scheduled maintenance is also completed pursuant to a national account relationship with Penske on each truck every 10,000 miles. All repair and service work is performed by Penske. Attached is a summary of Transferee's Safety Program, Safety Policy and Training Program.

Safety Program.

Applicant also follows the following procedures:

Establishment and Maintenance of Driver Qualification Files

We maintain a driver qualification file for each driver we employ, which includes:

1. The driver's application for employment;
2. A copy of the response by each State agency concerning the driver's driving record;
3. The certificate of driver's road test issued to the driver, or a copy of the license or certificate which we accepted as equivalent to the driver's road test;
4. The response of each State agency to the annual driver record inquiry;
5. A note relating to the annual review of the driver's driving record;
6. A list or certificate relating to violations of motor vehicle laws and ordinances;
7. The medical examiner's certificate of his/her physical qualification to drive a commercial motor vehicle as required by or a legible photographic copy of the certificate; and
8. A letter from the Field Administrator, Division Administrator, or State Director granting a waiver of a physical disqualification, if a waiver was issued under applicable law.

Except as provided below, each driver's qualification file is retained for as long as a driver is employed by us and for three years thereafter. The following records may be removed from a driver's qualification file three years after the date of execution:

1. The response of each State agency to the annual driver record inquiry;
2. The note relating to the annual review of the driver's driving record;
3. The list or certificate relating to violations of motor vehicle laws and ordinances;
4. The medical examiner's certificate of the driver's physical qualification to drive a commercial motor vehicle or the photographic copy of the certificate; and
5. The letter issued granting a waiver of a physical disqualification.

Driver Investigation History File

We maintain records relating to the investigation into the safety performance history of a new or prospective driver. This file is maintained in a secure location with controlled access.

1-800-Pack-Rat, LLC

We ensure that access to this data is limited to those who are involved in the hiring decision or who control access to the data. In addition, our insurer may have access to the data, except the alcohol and controlled substances data.

This data is only used for the hiring decision.

The file includes:

1. A copy of the driver's written authorization for us to seek information about a driver's alcohol and controlled substances history.
2. A copy of the response(s) received for investigations required from each previous employer, or documentation of good faith efforts to contact them. The record must include the previous employer's name and address, the date the previous employer was contacted, and the information received about the driver from the previous employer. Failures to contact a previous employer, or of them to provide the required safety performance history information, must be documented.
3. The safety performance histories received from previous employers for a driver who is hired must be retained for as long as the driver is employed by us and for three years thereafter.
4. We must make all records and information in this file available to an authorized representative or special agent of the Federal Motor Carrier Safety Administration, an authorized State or local enforcement agency representative, or an authorized third party, upon request or as part of any inquiry within the time period specified by the requesting representative.

Driver Hours of Service

Our drivers operate a commercial motor vehicle for which a Commercial Drivers License (CDL) is not required as our vehicles have a gross vehicle weight rating of 26,000 lbs or less. Our drivers may not drive after working 60 hours (driving or on duty not driving) in any period of 7 consecutive days if we do not operate every day of the week. If we operate every day of the week, then we may permit drivers to remain on duty for a total of not more than 70 hours in any period of 8 consecutive days. The driver can restart the 7/8-day period by taking at least 34 consecutive hours off duty.

Our drivers are required to maintain time records that show:

1. The time the driver reports to duty each day.
2. The total number of hours the driver is on-duty each day.
3. The time the driver is released from duty each day.
4. The total time for the preceding 7 days for drivers used for the first time or intermittently.

These records are maintained for 6 months for inspection by the D.O.T. or a state agency.

Our Facility Manager is responsible to ensure that all drivers are dispatched in accordance with the Federal Motor Carrier Safety Regulations and that 6 months of time documentation is maintained and able to be forward on 24 hour notice.

1-800-Pack-Rat, LLC

Additional requirements to meet the above:

1. The driver operates within 150 air-miles radius of the location where the driver reports to and is released from work.
2. The driver returns to this location at the end of each duty tour.
3. The driver has at least 10 consecutive hours off duty separating each on-duty period.
4. The driver does not drive more than 11 hours following at least 10 hours consecutive hours off duty.
5. The driver does not drive after the 14th hour coming on duty on 5 days of any period of 7 consecutive days and after the 16th hour after coming on duty on 2 days of any period on 7 consecutive days.

Driver Drug Testing Requirements

Applicant requires potential employees and employees transferring into new positions who will drive the 1-800-Pack-Rat truck in the course of their employment duties to consent to and pass a pre-employment drug test. Applicant reserves the right to require an employee to consent to and pass a drug test following a work related accident or illness. Applicant also reserves the right to test any employee it suspects of being under the influence of a drug.

Establishment and Maintenance of Vehicle Maintenance Files

Applicant conducts daily, weekly, monthly and quarterly inspections on its trucks, lift system and forklifts with in-house personnel. Scheduled maintenance is also completed via a national account relationship with Penske on each truck every 10,000 miles. All repair and service work is performed by Penske. Copies of the maintenance forms that are used by Applicant are enclosed.

We systematically inspect, repair, and maintain, or cause to be systematically inspected, repaired, and maintained, all motor vehicles subject to our control. Parts and accessories shall be in safe and proper operating condition at all times. These include any parts and accessories which may affect safety of operation, including but not limited to, frame and frame assemblies, suspension systems, axles and attaching parts, wheels and rims, and steering systems.

Required records. We maintain, or cause to be maintained, the following record for each vehicle:

1. An identification of the vehicle including company number, if so marked, make, serial number, year, and tire size;
2. A means to indicate the nature and due date of the various inspection and maintenance operations to be performed; and
3. A record of inspection, repairs and maintenance indicating their date and nature.

1-800-Pack-Rat, LLC

Record retention. The records required by the above are retained where the vehicle is either housed or maintained for a period of 1 year and for 6 months after the motor vehicle leaves our control.

Driver Vehicle Inspection Report(s).

We require our drivers to report, and every driver shall prepare a report in writing at the completion of each day's work on each vehicle operated and the report shall cover at least the following parts and accessories: Service brakes including trailer brake connections, Parking (hand) brake, Steering mechanism, Lighting devices and reflectors, Tires, Horn, Windshield wipers, Rear vision mirrors, Coupling devices, Wheels and rims, Emergency equipment.

The report identifies the vehicle and list any defect or deficiency discovered by or reported to the driver which would affect the safety of operation of the vehicle or result in its mechanical breakdown. If no defect or deficiency is discovered by or reported to the driver, the report shall so indicate. In all instances, the driver shall sign the report. If a driver operates more than one vehicle during the day, a report shall be prepared for each vehicle operated.

Prior to requiring or permitting a driver to operate a vehicle, we repair any defect or deficiency listed on the driver vehicle inspection report which would be likely to affect the safety of operation of the vehicle.

We certify on the original driver vehicle inspection report which lists any defect or deficiency that the defect or deficiency has been repaired or that repair is unnecessary before the vehicle is operated again.

We maintain the original driver vehicle inspection report, the certification of repairs, and the certification of the driver's review for three months from the date the written report was prepared.

Periodic Inspection Recordkeeping Requirements.

The qualified inspector performing the inspection prepares a report which:

1. Identifies the individual performing the inspection;
2. Identifies the motor carrier operating the vehicle;
3. Identifies the date of the inspection;
4. Identifies the vehicle inspected;
5. Identifies the vehicle components inspected and describes the results of the inspection, including the identification of those components not meeting the minimum standards set forth in the applicable regulations; and
6. Certifies the accuracy and completeness of the inspection as complying with all the requirements of 49 CFR 396.

1-800-Pack-Rat, LLC

The original or a copy of the inspection report is retained by us or the entity who is responsible for the inspection for a period of fourteen months from the date of the inspection report. The original or a copy of the inspection report is retained where the vehicle is either housed or maintained. The original or a copy of the inspection report is available for inspection upon demand of an authorized Federal, State or local official. Where the motor carrier operating the commercial motor vehicles did not perform the commercial motor vehicle's last annual inspection, the motor carrier is responsible for obtaining the original or a copy of the last annual inspection report upon demand of an authorized Federal, State, or local official.

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SAFETY POLICY

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DATE:
Effective
January 10, 2011

REVISION #
4.25.13

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Health and Safety Vision & Mission

Vision

1-800-Pack-Rat is committed to creating a safe and healthy work environment for all employees, sub-contractors, customers and the public at large. Our employees are our most valued asset. Employee safety, well being, and their adherence to stringent safety policies is the foundation of our company. Success is defined as:

*Our employees begin each day committed to servicing our customers and return to their families each night - **SAFE and in GOOD HEALTH!***

Mission

Safety is the first priority in all of our endeavors. We are committed to continuing improvement toward an accident-free workplace through effective administration, education and training.

All employees are responsible for safety and are required to make every effort to ensure that we maintain the highest safety standards. We all need to work together to prevent accidents and injuries. Anyone witnessing an unsafe act has the authority, and the responsibility, to stop it immediately. All accidents and injuries, regardless of severity, are to be reported to management immediately. It is up to ALL EMPLOYEES to create a safe work environment for themselves and their co-workers.

The well-being of our company and customers is dependent on the health and safety of our employees. Every reasonable precaution will be taken for the protection of our employees.

A safe attitude and commitment in promoting accident prevention will assist in making 1-800-Pack-Rat the best and safest place to work, where employees share in company growth and success. Remember, think **SAFETY** first, use common sense, and do not take unnecessary risk in performing your duties.

Please join me in a personal commitment to make safety a way of life at 1-800-Pack-Rat.

President and CEO

Vice President, Store Operations

Operations Manager

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SAFETY POLICY

SAFETY STATEMENT

DATE:
Effective
January 10, 2011

REVISION #
1.10.11

Safety is a fundamental value of 1-800-PACK-RAT, LLC (the "Company"). It is the policy of our Company that every Company and franchisee employee is entitled to work under safe conditions. The purpose of the safety programs within our Company is to provide all employees with a work environment that minimizes employee exposure to hazards in the performance of his or her duties.

When employees work in areas where risks may be present, we will provide the use of appropriate safety equipment and training to protect the employee. We shall promote the reduction of risk in the interest of accident prevention, fire protection and health preservation. To achieve this, our Company will make every effort and we require our franchisees to make every effort to maintain a safe and healthful workplace by providing safe equipment, processes, and necessary personal protection, as well as management support, skills, interaction and responsibility.

There is no escaping the basic principal, safety is everyone's responsibility. The prevention of accidents and injuries to personnel and property must be a priority for everyone.

Each individual has the responsibility to make the safety of co-workers, customers, suppliers, the general public, and ourselves a foremost consideration in conducting our daily activities. All employees must and will be held accountable for their responsibility to work safely. Management personnel are held accountable for the safety of personnel under their supervision.

A total commitment for equating safety with productivity, cost and morale is essential in making our Company and our franchisees successful. The Company and its franchisees will make sure we do all that is practicable to prevent injury to persons and damage to property.

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SAFETY POLICY

Purpose, Scope & Principals

DATE:
Effective
January 10, 2011

REVISION #
1.10.11

SAFETY POLICY

Purpose

It is the policy of 1-800-PACK-RAT to provide a safe and healthful work environment for employees, customers, and the general public.

Scope

This policy refers to all 1-800-PACK-RAT employees, franchisees, contractors and visitors.

Principals

1. All employees will be trained and certified on equipment before being allowed to operate the equipment un-supervised.
2. Safety is every employee's responsibility.
3. Corporate and franchisee management are responsible for implementing, administering, monitoring, and evaluating the safety program.
4. Franchisees are responsible for implementing, monitoring, and enforcing the safety program for their respective operations. It is not the intent to replace existing franchisee safety policies, procedures or reporting methods, but to provide focus on safety areas that are specific to 1-800-Pack-Rat operations.
5. The Safety Committee is responsible for planning, developing and recommending procedures for the safety program, evaluating formal suggestions, and monitoring effectiveness.
6. Each individual is expected to obey safety rules and to exercise caution in all work activities.
7. Individuals must immediately report any unsafe condition to their supervisor.
8. Individuals must immediately notify their supervisor, or other on-call management, in the event of an accident resulting in personal injury or property damage of any nature.
9. Individuals who violate safety standards may be subject to disciplinary action, up to and including termination.
10. Employees and supervisors will receive regular safety training.
11. A safety manual (the "Manual") and related training aids will be maintained and serve as the reference for appropriate safety procedures.

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SAFETY POLICY

Governance

DATE:
Effective
January 10, 2011

REVISION #
1.10.11

MANAGEMENT

Company and franchisee management are responsible for implementing, administering, monitoring, and evaluating the safety program.

SAFETY COMMITTEE

The Safety Committee is a group of individuals appointed to aid and advise management on safety matters. The Safety Committee is comprised of management personnel, supervisors, and store personnel appointed by Company management. They will take direction from Company management. The Safety Committee's responsibilities shall include:

- a) Meet within 48 hours of any Incident and determine "fault" and disciplinary action.
- b) Analyze and review recommendations, incidents, records and safety activities.
- c) Analyze and review incidents, near misses, and anonymous reports.
- d) Make recommendations to help prevent and/or control hazards.
- e) Review policy and procedure effectiveness.
- f) Make recommendations to improve the safety program and reduce incidents.

ACCIDENT REVIEW COMMITTEE

The Accident Review Committee is a group of individuals that will investigate all DOT and OSHA reportable accidents/incidents. This committee will look at the facts and determine if the accident/incident was preventable, route cause, and make recommendations to appropriate Regional Vice President ("RVP"). The committee will:

- a) Meet within 24 hours of a DOT or OSHA reportable accident/incident.
- b) Review the first report of incident and determine preventability. Determine if additional information is required.
- c) Make recommendations to the RVP for disciplinary actions.
- d) Determine if any immediate actions need to be taken to prevent the accident/incident from occurring again.

Regional Vice President

Have the following responsibilities for their geographic markets:

- a) Be familiar with OSHA rules and regulations.
- b) Be familiar with all applicable Department of Transportation (DOT) rules and regulations.
- c) Single point of contact for all safety communications (outbound and inbound).
- d) Maintain adequate recording keeping for safety reports, incidents, near misses, and anonymous communication.
- e) Submit all reports to the Company Safety Manager.

- f) Evaluate all incidents, near misses, anonymous reports and recommend actions or processes on how to prevent such occurrences.
- g) Implement policies and take corrective actions.
- h) Ensure each Facility has the Panel of Physicians posted in each facility in accordance with state laws.

Facility Managers and Supervisors

Facility Managers and Supervisors have the responsibility of insuring that employees perform in accordance with standard safe practices as set forth in the Safety Manual. They must also insure that equipment, materials and work conditions are in compliance with the Safety Manual. Direct responsibilities related to safety include the following:

- a) Ensure all employees are trained to safely operate all equipment.
- b) Communicate 1-800-PACK-RAT safety rules to employees under their supervision.
- c) Properly instruct all employees regarding incident prevention and ensure that all employees know what the procedures are in the event of an emergency.
- d) Provide job specific training for employees and documentation of training to the Regional Vice President.
- e) Insure that first aid materials are available.
- f) Insure that an inspection program relative to equipment, facilities and materials is carried out and adequate records are kept. Initiate and follow-up on corrective action where needed.
- g) Evacuation plans in the event of fire or natural disasters are established, are current and a copy of it provided to the Regional Vice President.
- h) Ensure that firefighting equipment is available.
- i) Maintain timely and accurate recordkeeping and documentation.
- j) Report all incidents and near misses to the Regional Vice President.
- k) Forward a completed First Report of Incident Report within 24 hours to the Company Safety Manager.
- l) Report all near misses before the end of a shift to their supervisor and log it on the near miss log. Completed forms should be forwarded to the Company Safety Manager within 72 hours.
- m) Perform post-accident investigations and submit those forms to the Company Safety Manager.
- n) With the help of the Regional Vice President, prepare a Job Hazard Analysis (JHA) for each job within their department.
- o) Ensure a Panel of Physicians is posted in accordance with state laws.

Individual Employee

The individual employee is responsible for acting in the best interest of their own safety, that of other employees, visitors and the general public. It is the employee's responsibility to follow all safety rules, regulations, laws and safety instructions.

1-800-PACK-RAT

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SAFETY POLICY

INCIDENT REPORTING/ RESPONSE PROCEDURE

DATE:
Effective
January 10, 2011

REVISION #
1.10.11

ACCIDENT/INCIDENT OR JOB RELATED INJURY

1. If an accident involves an injury, the Supervisor/Manager must assure proper medical treatment, including transportation to the nearest hospital, if necessary. The Supervisor/Manager is required to notify the Regional Vice President immediately or as soon as possible following the accident after which he must complete the "First Report of Incident Injury" within 24 hours. Serious accidents or job related illnesses are those which involve employees, contract personnel, vehicles, public liability, fire, act of God, EPA exposure to hazardous or toxic chemicals resulting in:
 - a. Hospitalization of an employee for any on the job reason.
 - b. Recordable injury or illness (receives medical treatment).
 - c. A company motor vehicle (owned or leased) accident resulting in:
 - i. Fatality;
 - ii. Bodily injury to any person who received medical treatment away from the scene of the accident; or
 - iii. Total damage to all property aggregating \$1,000 or more based on the actual cost or reasonable estimates.
 - d. An alleged injury or illness to a person other than an employee on Company property.
 - e. An alleged claim of damage, injury or malfunction of a Company product or by Company-owned or installed equipment.
 - f. An explosion/fire resulting in damage to Company property or other parties.
 - g. Company property damaged by hurricane, tornado, flood, high winds, lightning or other acts of God.
 - h. Chemical spill, including hazardous waste or vapor exposure involving the public.

NOTE: TREATMENT AT AN EMERGENCY ROOM IS FOR SERIOUS INJURIES ONLY. IF AN EMPLOYEE SEEKS TREATMENT AT AN EMERGENCY ROOM FOR OTHER THAN SERIOUS INJURIES, 1-800-PACK-RAT MAY NOT BE RESPONSIBLE FOR CHARGES RELATED TO THAT TREATMENT.

2. ACCIDENT REPORTING PROCEDURE
 - a. The employee should report all injuries and near misses, regardless of severity, to his Supervisor/Manager immediately.
 - b. If there is a motor vehicle accident the police should be called. If the accident is serious call 911. If the accident is not serious the police should still be called. A non emergency number for the police should be in the cab (in the truck binder).

- c. The Supervisor/Manager will then instruct the employee as to where, if needed, treatment will be administered. In the absence of the Supervisor/Manager, the employee should contact the Regional Vice President or Human Resource Department for the appropriate instructions and authorization for treatment.
- d. If the injury occurs on the weekend or a holiday, the Supervisor/ Manager will notify the Regional Vice President or Human Resource Department for treatment authorization.
- e. The employee involved in the incident is required to receive a drug and alcohol urinalysis test.
- f. The employee should fill out the First Report of Incident Injury. If the employee cannot fill this out due to injury the immediate supervisor should fill this form out.
- g. The Supervisor/ Manager must submit to the Regional Vice President and the Company Safety Manager the "First Report of Incident Injury" within 24 hours of the incident.
- h. The employee that is involved in the incident will be removed from all equipment until the Safety Committee has reviewed the incident and the drug and alcohol urinalysis results have been reviewed.
- i. The Safety Committee will convene within 48 hours of the incident. The Safety Committee will identify "fault" and appropriate disciplinary actions. The Safety Committee will advise the Regional Vice President of the results in writing. At a minimum the employee will need to be recertified on the equipment that was used in the incident.
- j. The Regional Vice President will communicate the results to the employee who was involved in the incident.

3. EXTERNAL REPORTS AND PUBLIC RELEASES

- a. Following the initial investigation and completion of the written "First Report of Incident Injury," the Human Resource Department is responsible for the completion of the required forms and enters the injury on the OSHA 300 Log.
- b. The Human Resources Department will advise whether or not to notify the appropriate Occupational Safety and Health Administration office.

i. PUBLIC RELEASES

No information should be released to any outside agency or press unless authorized by the designated Company official.

ii. FIRST AID

If an accident involves only minor first aid and involves no property damage, the Supervisor/Manager is required to document on the near miss log.

4. VIOLATION OF SAFETY RULES - SAFETY DISCIPLINARY

- a. An employee's failure to report an on the job accident no later than the end of the work shift or failure to adhere to safety, quality, sanitation and housekeeping standards set by management will result in specific disciplinary actions. Failure to report any incident or accident will constitute forfeiture of all awards for that year.
- b. All safety violations must be reported immediately to Safety Committee. The Safety Committee will communicate with the Human Relations Department for consultation on such violations before disciplinary action is taken.

- c. Disciplinary Action Guidelines (Note: The Company may deviate from these Disciplinary Action Guidelines for any reason):
 - i. No PPE, Using defective PPE, Not using PPE correctly, Not following safety training, Not following SOP's, Not using equipment properly, Using Defective Equipment and Management Accountability:
 - 1. 1st Offense – Verbal Warning
 - 2. 2nd Offense – 1st Written Warning
 - 3. 3rd Offense – Termination
 - ii. Unsafe Acts:
 - 1. 1st Offense – 1st Written Warning
 - 2. 2nd Offense – Final written warning with 3 day suspension
 - 3. 3rd Offense – Termination
 - d. Escalations to Disciplinary Actions:
 - i. Immediate danger and/or injury to employee, co-workers, customers or the public at large or others would constitute a 1st written warning and up to termination. The Safety Committee would make the recommendation for the Disciplinary Action.
 - ii. Immediate danger and/or injury if involving management would escalate to a 1st written warning and up to termination. The Safety Committee would make the *recommendation for the Disciplinary Action*.
 - iii. Not reporting an accident/near miss using the proper procedure would constitute a 1st written warning.
 - iv. Unsafe acts with injury to employee or others would constitute a final written warning with 3 day suspension and up to termination. The Safety Committee would make the recommendation for the Disciplinary Action.
 - v. Violating any of the Cardinal Safety Rules would constitute a 1st written warning and up to termination. The Safety Committee would make the recommendation for the Disciplinary Action.
 - e. Statute of Limitations:
 - i. Statute of Limitations will be 1 year intervals. (Example: a 1st offense (verbal warning) is received in January for no PPE and a 2nd violation for no PPE is received within 1 year of the 1st offense, the employee would receive a 1st written warning. If the second violation is received more than 1 year after the 1st offense, the employee will receive a verbal warning). The Statute of Limitations does not apply to Escalations to Disciplinary Actions nor does it limit the Company's ability to deviate from the Disciplinary Action Guidelines for any reason.
5. Anonymous Reporting – All safety concerns should be brought to the attention of the immediate supervisor. If an employee does not feel comfortable talking with the immediate supervisor, or does not feel the safety concern has been addressed, the employee can;
- a. Communicate directly with one of the Safety Committee Members via phone or email. This communication will be confidential.
 - b. Fill out an "Anonymous Reporting Form" and send it to "Safety Committee, 11640 Northpark Dr. Ste 200, Wake Forest North Carolina 27587" or fax to 919-882-8798.

1-800-Pack-Rat, LLC

Training.

The management and operation of applicant's business is supervised by a facility manager as well as one or more customer service representatives, all of whom will be able to deliver applicant's containers. The facility manager will have prior experience in business management and customer service and the customer service representatives will have prior experience in customer service and in driving commercial vehicles. All employees are required to complete and pass a training course in the operation of equipment (forklift training, testing and certification; truck training, testing and certification), maintenance procedures, timing and keeping of maintenance binders, equipment inspections, safety inspections, billing, customer relations and record keeping. The employee training schedule is attached hereto. All employees are required to complete ongoing safety classes and re-certification classes.

Training Program

DAY 1

Subject	Instructional Materials	Hours (Classroom/Practical)
Welcome and Introductions	Training Module Charts & Operations Manual	0.75/0
Executive Kick Off / 1800Packrat History	Training Module Charts & Operations Manual	0.75/0
Course Structure, 10 Day Agenda Summary, 1800PackRat Training Website Overview	Training Module Charts & Operations Manual	0.75/0
Customer Focus, The 1800PACKRAT Brand, Starting Up Your 1800PACKRAT Franchise, Roles and Responsibilities	Training Module Charts & Operations Manual	1.25/0
Open Discussion	Training Module Charts & Operations Manual	0.25/0
1800PACKRAT Operational Terminology	Training Module Charts & Operations Manual	1/0
Software Systems and Call Center	Training Module Charts & Operations Manual	1/0
Daily Operations, Pricing, Defining Operation Capacities and Route Planning	Training Module Charts & Operations Manual	2.25/0
TOTAL HOURS DAY 1		8

DAY 2

Subject	Instructional Materials	Hours
Marketing Workshop	Sales & Marketing Manual / Software Applications / Operations Manual	4/0
Marketing Workshop (cont'd)	Sales & Marketing Manual / Software Applications / Operations Manual	4/0
TOTAL HOURS DAY 2		8

DAY 3

Subject	Instructional Materials	Hours
Marketing work shop (cont'd)	Sales & Marketing Manual / Software Applications / Operations Manual	4/0
RATS Workshop (Hands-On RATS software experience)	RATS Software Training Systems / Operations Manual	0/4
	TOTAL HOURS DAY 3	8

Day 4

Subject	Instructional Materials	Hours
Economics of the Business	Presentation Materials and Facility Economics Worksheets / Operations Manual	2/0
SiteLink Overview	SiteLink Quick Reference Guide and SiteLink Training Software Systems / Operations Manual	2/0
SiteLink Overview	SiteLink Quick Reference Guide and SiteLink Training Software Systems / Operations Manual	4/0
	TOTAL HOURS DAY 4	8

Day 5

Subject	Instructional Materials	Hours
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Connecting your facility to 1800PackRat Networks	Presentation Materials / Operations Manual	1/0
Mock Day (Hands On RATS and SiteLink Applications)	Mock Day Workbook, SiteLink Quick Reference Guide, SiteLink Training Software Systems / Operations Manual	0/3
Mock Day (Hands On RATS and SiteLink Applications)	Mock Day Workbook, SiteLink Quick Reference Guide, SiteLink Training Software Systems / Operations Manual	0/4
TOTAL HOURS DAY		
5		8

DAY 6

Subject	Instructional Materials	Hours
Mini Orientation	Training Module Charts & Operations Manual	1/0
Forklift Video and Testing	Forklift Training Videos and Tests / Operations Manual	3/0
Maintenance Binders (Truck, Forklift and Mini-Mover) , Purchase Order forms, Equipment Warranty Policies, Maintenance Contracts, Forklift Tire Replacement / Repair	Training Module Charts & Operations Manual	2.5/0
New Store Checklist	Training Module Charts & Operations Manual	1.5/0
TOTAL HOURS DAY		
6		8

DAY 7

Subject	Instructional Materials	Hours
Setting Up Your Warehouse Offices	Training Module Charts & Operations Manual	1/0

Managers Mini Mover / Forklift Hands OR Service Rep Software Training	Training Trucks / Mini Mover and Training Forklift OR Training Software Systems / Operations Manual	3/0
Manger Mini Mover / Forklift Hands OR Service Rep Software Training (cont'd)	Training Trucks / Mini Mover and Training Forklift OR Training Software Systems / Operations Manual	0/4
	TOTAL HOURS DAY 7	8

DAY 8

Subject	Instructional Materials	Hours
Equipment Inspection, Maintenance Procedures	Training Trucks / Mini Mover and Training Forklift / Operations Manual	1/0
Warehouse Set up / Operations and Maintenance	Training Module Charts & Operations Manual	1/0
Problem Deliveries/Practice in Simulated Settings	Training Trucks / Mini Mover and Training Forklift / Operations Manual	0/2
Problem Deliveries/Practice in Simulated Settings (Cont'd)	Training Trucks / Mini Mover and Training Forklift / Operations Manual	0/2
Deliveries and Pickups, Data Entry, Store Closing Procedures	Training Trucks / Mini Mover and Training Forklift / Operations Manual	0/2
	TOTAL HOURS DAY 8	8

DAY 9

Subject	Instructional Materials	Hours
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Mini Mover , Truck and Forklift Diagnostics and Repair	Training Trucks / Mini Mover and Training Forklift / Operations Manual	1/0
Portable Storage Unit Assembly and Repair	1800PackRat Storage Units / Operations Manual	0/1
Forklift and Mini Mover Hands On, Stacking Storage Units	Training Trucks / Mini Mover and Training Forklift / Operations Manual	0/2
Forklift and Mini Mover Hands On, Stacking Storage Units (cont'd)	Training Trucks / Mini Mover and Training Forklift / Operations Manual	0/4
	TOTAL HOURS DAY	
	9	8

DAY 10

Customer Contracts, Dealing with Challenging Customers, Collections Process & Procedures	Training Module Charts & Operations Manual	2.5/0
Course review, Question and Answer Period	Training Module Charts & Operations Manual	1.5/0
Final Testing and Review	Test	1.5/0
Course Sign Off	Final Sign Off Forms	0.5/0
Course Evaluation, Closing Remarks	Training Module Charts & Operations Manual	1/0
Closing Remarks		1/0
	TOTAL HOURS DAY	
	10	8

Supplement to Section 12a (7)

1-800-PACK-RAT, LLC -

Transfer Application -

William T. Malloy, t/d/b/a Are You Moving

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SECRETARY'S BUREAU

Statement of Transferee's Experience

Transferee has been in business since 2004. For the past ten years, Transferee has operated as a household goods carrier, and it currently transports household goods shipments on an interstate basis which are regulated by the USDOT. It also provides household goods services to the public in a number of states, including Nevada, Michigan, Oregon, Mexico, Colorado, Texas as well as in other states. Transferee has a good working knowledge of federal and state household goods regulatory compliance requirements, and it has extensive experience with all aspects of the household goods industry, including tariffs, sales and estimating, claims and customer service and packing, loading and transportation of household goods. Applicant has a fleet of approximately 150 trucks and 25,000 containers, and it conducts operations at approximately 65 warehouse locations throughout the United States.

Supplement to Section 12b (1)

1-800-PACK-RAT, LLC -

Transfer Application -

William T. Malloy, t/d/b/a Are You Moving

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Certificate of Authority

Attached is a copy of a print out from the website of the Pennsylvania Corporation Bureau, which indicates that on January 13, 2010 Transferee registered to do business in Pennsylvania as a foreign limited liability company.

Pursuant to the Instructions for completing this Transfer Application form, Transferee is not required to submit a copy of its Certificate of Authority because it was previously submitted when the Commission previously granted Transferee authority to transport property, excluding household goods in use.

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Business Entity Filing History

Date: 4/28/2014 (Select the link above to view the Business Entity's Filing History)

Business Name History

Name	Name Type
1-800-PACK-RAT, LLC	Current Name

Limited Liability Company - Foreign - Information

Entity Number:	3928294
Status:	Active
Entity Creation Date:	1/13/2010
State of Business.:	DE
Registered Office Address:	C/o Corporation Service Company PA Dauphin
Mailing Address:	No Address

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Supplement to Section 12b (2)

1-800-PACK-RAT, LLC -

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List of Transferee's Corporate Officers and Members

Transferee's Officers are as follows:

Robert Poirier - President and CEO

James Burati, Sr. - Vice President

Kevin Barbour, Sr. - Vice President

Andrew Friedman - Vice President and General Counsel

Attached is a list of Transferee's members who have an equity ownership interest in Transferee.

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1450 TWO CHATHAM CENTER
PITTSBURGH, PA 15219-3455

TO:

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265