
ASSET PURCHASE AGREEMENT

Dated as of January 1, 2015

By and Among

JACK TREIER, INC.,

JOHN P. TREIER, JR.,

STEPHEN P. TREIER

SUZANNE TREIER

And

ARMSTRONG RELOCATION COMPANY, PENNSYLVANIA, LLC

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of January 1, 2015 ("Execution Date"), is entered into by and among (i) Jack Treier, Inc. ("Seller"), a Pennsylvania corporation, (ii) John P. Treier, Jr. ("Majority Shareholder"), an individual, as the majority shareholder, Chairman and Chief Executive Officer of Seller, (iii) Stephen P. Treier and Suzanne Treier individuals, and as the minority shareholders (together with the Majority Shareholder, the "Shareholders") and (iv) Armstrong Relocation Company, Pennsylvania, LLC, a Pennsylvania limited liability company ("Purchaser") and, collectively with Seller and the Shareholders, the "Parties").

PRELIMINARY STATEMENTS

- A. Seller is engaged in the business of the transportation of household goods, international, domestic, commercial and residential moving and storage services, and corporate relocation services and automobile transportation services (collectively, the "Business").
- B. Seller desires to sell to Purchaser, and Purchaser desires to purchase and acquire from Seller, upon the terms and subject to the conditions set forth in this Agreement, substantially all of Seller's assets, properties, rights and interests used or held for use in the operation and conduct of the Business, in consideration for certain payments by Purchaser and the assumption by Purchaser of certain liabilities and obligations of Seller, all as specifically described in this Agreement.
- C. It is contemplated that upon successful completion of due diligence, the Purchaser's Affiliate, Property Leasing Mt. Joy, LLC ("Property Leasing") shall enter into and complete closing under that certain Real Estate Purchase and Sale Agreement with Seller's Affiliate, Treier Realty, LP ("TRE") of even date, set forth as attached Exhibit A for the property located at 1074 East Main Street, Mount Joy, Pennsylvania ("Real Estate Agreement of Sale"). Unless Closing under the Real Estate Agreement of Sale cannot occur for one or more of the specific reasons set forth in Section 6.8(d)(2) hereof, closing under the Real Estate Agreement of Sale is a condition of Seller's obligation to close under this Agreement.
- D. This Agreement is contingent on the Pennsylvania Utility Commission ("PUC") approving a transfer of operating rights to the Purchaser which will not occur for some time, perhaps several months, after the date of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, agreements, representations and warranties contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree, intending to be legally bound, as follows:

ARTICLE I DEFINITIONS

§1. Definitions.

§1.1. Defined Terms. When used in this Agreement, the following terms shall have the respective meanings specified therefor below.

"Affiliate" shall mean, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, such Person; provided that, for the purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or

indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise; provided, further, that an Affiliate of any Person shall also include (i) any Person that directly or indirectly owns more than five percent (5%) of any class of capital stock or other equity interest of such Person, (ii) any officer, director, trustee or beneficiary of such Person, (iii) any spouse, parent, sibling or descendant of any Person described in clauses (i) or (ii) above, and (iv) any trust for the benefit of any Person described in clauses (i) through (iii) above or for any spouse, issue or lineal descendant of any Person described in clauses (i) through (iii) above.

"Business Day" shall mean any day, other than a Saturday, Sunday or a day on which banks located in Lancaster, Pennsylvania or Memphis, Tennessee shall be authorized or required by Law to close.

"Certificate of Public Convenience" shall mean the documentation furnished by the PUC as evidence of compliance with the requirements of the Public Utility Code and approval of the transfer of those rights set currently possessed by Seller set forth as Exhibit G.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated and the rulings issued thereunder. Section references to the Code are to the Code, as in effect as of the date of this Agreement.

"Contract" shall mean any promissory note, bond, mortgage, indenture, guarantee, license, franchise, agreement, understanding, arrangement, contract, commitment, lease, or other instrument or obligation, whether oral or written, including all amendments thereto existing as of October 31, 2014 and all other entered in the ordinary course of the Business through the Closing Date.

"Enforceability Exceptions" means, with respect to enforcement of the terms and provisions of this Agreement or any Transaction Documents, (i) the effect of any applicable law of general application relating to bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights and relief of debtors generally and (ii) the effect of general principles of equity, including general principles of equity governing specific performance, injunctive relief and other equitable remedies (regardless of whether such enforceability is considered in a proceeding in equity or at law).

"Escrow Agent" means Farris Bobango Branan, PLC.

"Escrow Agreement" means an agreement substantially in the form attached hereto as Exhibit E.

"GAAP" shall mean U.S. generally accepted accounting principles.

"Governmental or Regulatory Authority" shall mean any instrumentality, subdivision, court, administrative agency, commission, official or other authority of the United States or any other country or any state, province, prefect, municipality, locality or other government or political subdivision thereof, or any quasi-governmental or private body exercising any regulatory, taxing, importing or other governmental or quasi-governmental authority.

"Indebtedness" of any Person shall mean and include (i) indebtedness for borrowed money or indebtedness issued or incurred in substitution or exchange for indebtedness for borrowed money, (ii) amounts owing as deferred purchase price for property or services, including all seller notes and "earnout" payments, and all obligations in respect of capitalized leases, (iii) indebtedness evidenced by any note, bond, debenture, mortgage or other debt instrument or debt security, (iv) commitments or

obligations by which such Person assures a creditor against loss (including contingent reimbursement obligations with respect to letters of credit but excluding any applicable deductibles or co-payments under any insurance policies), (v) indebtedness secured by a Lien on assets or properties of such Person, (vi) obligations or commitments to repay deposits or other amounts advanced by and owing to third parties, (vii) obligations under any interest rate, currency or other hedging agreement or (viii) guarantees or other similar contingent liabilities (including so-called take-or-pay or keep-well agreements) with respect to any indebtedness, obligation, claim or liability of any other Person of a type described in clauses (i) through (vii) above. Indebtedness shall not, however, include (x) accounts payable to trade creditors, (y) accrued expenses arising in the ordinary course of business or (z) the endorsement of negotiable instruments for collection in the ordinary course of business.

"Intellectual Property" shall mean any of the following: United States or foreign (i) patents, and applications therefor; (ii) registered and unregistered trademarks, service marks and other indicia of origin, pending trademark and service mark registration applications, and intent-to-use registrations or similar reservations of marks; (iii) registered and unregistered copyrights and mask works, and applications for registration; (iv) internet domain names, applications and reservations therefor and uniform resource locators; and (v) trade secrets and proprietary information not otherwise listed in (i) through (iv) above, including unpatented inventions, invention disclosures, moral and economic rights of authors and inventors (however denominated), confidential information, technical data, customer lists, proprietary computer software programs, databases, data collections and other proprietary information or material of any type.

"IRS" shall mean the Internal Revenue Service.

"Law" shall mean any statute, law, ordinance, rule or regulation of any Governmental or Regulatory Authority.

"Liens" shall mean liens, security interests, options, rights of first refusal, claims, easements, mortgages, charges, indentures, deeds of trust, rights of way, restrictions on the use of real property, encroachments, licenses to third parties, leases to third parties, security agreements, or any other encumbrances and other restrictions or limitations on the use of real or personal property or irregularities in title thereto.

"Material Adverse Change" or **"Material Adverse Effect"** shall mean, (i) when used with respect to Seller or the Business, any fact, event, circumstance, notice, condition, change or effect that has resulted in or would reasonably be expected to result in a materially adverse change in or effect on the business, assets, liabilities, results of operation or condition (financial or otherwise) of the Business or the Purchased Assets or on Seller's ability to perform its obligations hereunder; provided, however, when used with respect to Purchaser, any materially adverse change in or effect on the business, assets, liabilities, results of operation or condition (financial or otherwise) of such Party and its Subsidiaries taken as a whole, or on such Party's ability to perform its obligations hereunder.

"Real Estate Agreement of Sale" shall mean an agreement, substantially in the form attached hereto as Exhibit A, dated as of the Execution Date between TRE, as Seller, and Property Leasing, as Purchaser of the office and warehouse facility currently occupied by Seller, and located at the Property (as defined in the Real Estate Agreement of Sale).

"Order" shall mean any judgment, order, injunction, decree, writ, permit or license of any Governmental or Regulatory Authority or any arbitrator.

"Ordinary Course" means the ordinary course of business of the Seller, consistent with past practice and custom (including with respect to quantity and frequency).

"Permitted Liens" shall mean (i) Liens reflected and reserved against on the Recent Balance Sheet, (ii) Liens consisting of zoning or planning restrictions or regulations, easements, Permits, restrictive covenants, encroachments and other restrictions or limitations on the use of real property or irregularities in, or exceptions to, title thereto which, individually or in the aggregate, do not impair the use of such real property, (iii) Liens for current taxes, assessments or governmental charges or levies not yet due and payable or for which appropriate reserves are reflected on the Recent Balance Sheet or otherwise made by Seller, and (iv) mechanics Liens and similar statutory Liens arising in the ordinary course of business for amounts which are not delinquent and are not material to the Business.

"Person" shall mean and include an individual, a partnership, a joint venture, a corporation, a limited liability company, a limited liability partnership, a trust, an incorporated organization, and a Governmental or Regulatory Authority or any other legal entity.

"PUC" shall mean the Pennsylvania Public Utility Commission.

"Receivables Repurchase Price" shall mean an amount equal to the sum of (i) the aggregate amount of all adjustments to the value of Accounts Receivable acquired by Purchaser at the Closing due to returns from customers or price, freight or tax adjustments (net of any positive reduction to payables or other credit to Purchaser in respect of sales taxes), including the amount of any reductions in respect of the cost of third party collection efforts (any collection expenses that were not incurred at the express request or direction of Purchaser being referred to herein as the **"Collection Expenses"**), plus (ii) the aggregate amount of the outstanding balances in respect of any Accounts Receivable that have not been paid in full as of the Receivables Reconciliation Date, in each case as calculated by Purchaser in the Receivables Reconciliation Statement, subject to the resolution of any dispute with respect thereto as provided in Section 3.3.

"Restricted Business" shall mean the business of, international, domestic and commercial and residential moving and storage services, and corporate relocation services and automobile transportation services.

"Security Agreement" shall mean the form of Security Agreement attached hereto as Exhibit H.

"Subsidiary" shall mean, with respect to any Person, (i) any corporation more than 50% of whose stock of any class or classes having by the terms thereof ordinary voting power to elect a majority of the directors of such corporation (irrespective of whether or not at the time stock of any class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is owned by such Person, directly or indirectly through one or more Subsidiaries of such Person, and (ii) any limited liability company, partnership, association, joint venture or other entity in which such Person, directly or indirectly through one or more Subsidiaries of such Person, has more than a 50% equity interest.

"Transaction Documents" shall mean, collectively, this Agreement, the Bill of Sale, the Assumption Agreement, the Real Estate Agreement of Sale and all associated documents, the Escrow Agreement, the Security Agreement, the Mortgage, and each other agreement, document, instrument or certificate contemplated to be delivered pursuant to any of the foregoing.

§1.2. Additional Defined Terms. In addition to the terms defined in Section 1.1, the terms set forth in Annex A shall have the respective meanings assigned thereto in the sections indicated therein.

§1.3. Construction. In this Agreement, unless the context otherwise requires:

- (a) any reference in this Agreement to "writing" or comparable expressions includes a reference to facsimile transmission or comparable means of communication;
- (b) words expressed in the singular number shall include the plural and vice versa, and words expressed in the masculine shall include the feminine and neuter gender and vice versa;
- (c) references to Articles, Sections, Exhibits, Schedules and Recitals are references to articles, sections, exhibits, schedules and recitals of this Agreement;
- (d) references to "day" or "days" are to calendar days;
- (e) this "Agreement" or any other agreement or document shall be construed as a reference to this Agreement or, as the case may be, such other agreement or document as the same may have been, or may from time to time be, amended, varied, novated or supplemented; and
- (f) "include," "includes," and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of similar import.

§1.4. Schedules and Exhibits. The Schedules and Exhibits to this Agreement are incorporated into and form an integral part of this Agreement. If an Exhibit is a form of agreement, such agreement, when executed and delivered by the parties thereto, shall constitute a document independent of this Agreement.

§1.5. Knowledge. Where any representation or warranty contained in this Agreement is expressly qualified by reference to the knowledge of Seller, such knowledge is restricted to knowledge possessed by any Shareholder, James Fahrney, Kevin Lunz or Deborah Shope.

ARTICLE II

SALE OF ASSETS; ASSUMPTION OF LIABILITIES

§2.1. Purchased Assets. On the terms and subject to the conditions set forth in this Agreement, Seller shall sell, transfer, convey, assign and deliver to Purchaser, and Purchaser shall purchase from Seller, at the Closing, free and clear of all Liens other than Permitted Liens, all rights, title and interest of Seller in, to and under all of the assets, properties, rights and business of Seller, of every kind and description and wherever located, as they exist at the Effective Time, in each case to the extent related to or necessary for the conduct of the Business, other than the Excluded Assets (collectively, the "Purchased Assets"), including, without limitation, the following assets of Seller:

- (a) Cash. The Purchased Assets shall include all Cash On Hand as of the Closing Date. "**Cash On Hand**" shall mean cash and cash equivalents (including marketable securities and short term investments) calculated in accordance with GAAP applied on a basis consistent

with the preparation of the Financial Statements excluding, however, cash reserved and retained pursuant to Section 2.2(a).

(b) Inventory. All inventories of raw materials, work-in-process and finished goods which are used or held for use by Seller in connection with the Business, whether or not written-off or carried at no value on Seller's books and records (collectively, the "Inventory"), together with any transferable rights of Seller against the suppliers of such Inventory;

(c) Accounts Receivable. All accounts receivable and all notes, bonds and other evidences of indebtedness and rights to receive payments arising out of sales by the Business (collectively, the "Accounts Receivable"), and any rights of Seller with respect to any third party collection procedures or any other actions or proceedings which have been commenced in connection therewith, together with the proceeds in respect of any of the foregoing and interest accruing thereon;

(d) Tangible Personal Property. All furniture, fixtures, equipment, machinery, vehicles, tools, office supplies and other supplies, and other tangible personal property of Seller (other than Inventory), used or held for use in connection with the Business, including any of the foregoing assets purchased subject to any conditional sales or title retention agreement in favor of any other Person, including, without limitation, the tangible personal property listed on Schedule 2.1(d) (the "Personal Property");

(e) Personal Property Leases. All rights, title and interest of Seller in, to and under (i) all leases or subleases of Personal Property as to which Seller is the lessor or sublessor, and (ii) all leases of Personal Property as to which Seller is the lessee or sublessee, together with any options to purchase the underlying property listed on Schedule 2.3 (such leases and subleases are collectively referred to herein as the "Personal Property Leases");

(f) Contracts. All rights, title and interest of Seller in, to and under all other Contracts relating to the Business, including all rights of Seller under Contracts with customers and vendors, and the right to service such customers and vendors, and all rights of Seller under open commitments and purchase orders, and listed on Schedule 4.9;

(g) Prepaid Expenses. All prepaid expenses, including advances to suppliers and prepaid insurance premiums;

(h) Intellectual Property. All rights, title and interest of Seller in, to and under all Intellectual Property used, held for use or otherwise necessary for the conduct of the Business (including Seller's goodwill therein) and all rights, privileges, claims, causes of action and options relating or pertaining to such Intellectual Property, including, but not limited to, Seller's rights (if any) to the names "Jack Trier, Inc." and "Tri-State Moving Systems" and all deviations and similar names and logos used by Seller, telephone numbers, telecopy numbers, domain names, websites, e-mail addresses, PO Boxes and listings (Seller shall specifically disclose in Schedule 4.14 all limitations and restrictions on its ability to assign or transfer any of the Intellectual Property; unless specifically noted to the contrary, all Contracts require the consent of the other party(ies) for assignment) (collectively, the "Business Intellectual Property");

(i) Customer Lists. All lists of past, current or prospective customers of the Business and any related customer data;

(j) Permits. All Permits, including applications therefor, utilized in the conduct of the Business;

(k) Security Deposits. All security deposits relating to the Business;

(l) Storage Accounts. All storage accounts.

(m) PUC Operating Rights. The operating rights currently in the name of the Seller as set forth on Schedule 2.1(n), copies of all operating data and records (including customer lists, supplier lists, credit information, and financial information) that may be associated with the operations of the Seller pursuant to that portion of the PUC approved operating authority.

(n) Books and Records. All books, records, files and papers, whether in hard copy or computer format, used or held for use in the conduct of the Business or otherwise relating to the Purchased Assets, including, without limitation, engineering information, sales and promotional literature, manuals and data, sales and purchase correspondence, customer and supplier lists, personnel and employment records and information relating to Taxes imposed on the Business, but excluding the minute books, charter documents, stock transfer books and records, and the corporate seal of Seller;

(o) Goodwill. All goodwill of the Business;

(p) Claims. Except as otherwise provided in Section 2.2 below, all rights, title and interest in and to any refunds, security deposits, causes of action, choses in action, rights of recovery, rights of setoff, rights of recoupment and any other claims arising out of or related to the Purchased Assets; and

(q) Other Assets. Except as otherwise provided in Section 2.2 below, all other assets, properties and rights of every kind and nature owned by Seller, or in which Seller has an interest, whether known or unknown, fixed or unfixed, choate or inchoate, accrued, absolute, contingent, or otherwise, whether or not specifically referred to in this Agreement, in each case to the extent relating to or necessary for the conduct of the Business.

§2.2. Excluded Assets. Anything in Section 2.1 to the contrary notwithstanding, the Purchased Assets shall not include, and there shall be excluded from the assets, properties, rights and business to be transferred to Purchaser hereunder, the following assets of Seller (collectively, the "Excluded Assets"):

(a) all Cash On Hand in excess of Three Hundred Thousand Dollars (\$300,000.00) as of the Execution Date which shall be transferred, after the close of business on the Execution Date, to a separate account held by Seller, not used for Seller's operations, and retained by Seller under all circumstances;

(b) all rights of Seller under the claims, litigation, causes of action, choses in action, rights of recovery, rights of setoff and/or rights of recoupment listed on Schedule 2.2(b);

(c) the minute books, charter documents, stock transfer books and records, and corporate seal of Seller;

(d) all shares of the capital stock of Seller, whether held in treasury or otherwise;

- (e) all payments made or to be made to Seller, and all other rights of Seller, under this Agreement;
- (f) all rights under the insurance policies of Seller;
- (g) all rights of Seller to any tax refunds, credits or similar Tax assets relating to any period prior to the Effective Time;
- (h) all rights of the Seller in the shares of stock in UniGroup, Inc.;
- (i) 2005 Buick LaSabre VIN No. 1G4HP54K65U129346;
- (j) all rights of Seller to receive the United Van Line incentive bonus with respect to 2014; and
- (k) the other assets specifically set forth on Schedule 2.2(k).

§2.3. Assumed Liabilities. In connection with the sale, transfer, conveyance, assignment and delivery of the Purchased Assets to Purchaser pursuant to this Agreement, on the terms and subject to the conditions set forth in this Agreement, Purchaser will assume at the Effective Time, and agree to pay, perform and discharge when due, the following obligations of Seller arising in connection with the operation of the Business (the "Assumed Liabilities"), and no others:

- (a) Liabilities on Schedule 2.3. All liabilities and obligations of Seller listed on Schedule 2.3;
- (b) Liabilities on Recent Balance Sheet. All liabilities incurred in the ordinary course of business and listed on the Recent Balance Sheet, as set forth on Schedule 2.3 and incurred in the ordinary course of the Business after the date thereof through the Closing Date; however, that except as set forth below in this Section 2.3(b), Purchaser shall not retain responsibility for the payment of any employee benefits or entitlements, including severance pay, accrued vacation, sick or holiday pay, to any Transferred Employee (defined herein below) or any other employee of Seller pursuant to any Employee Benefit Plan or Law as a result of or in connection with the consummation of the transactions contemplated hereby for all periods through the date of Closing, as set forth in Section 6.3(a). Notwithstanding the previous parts of this Section 2.3(b), Purchaser shall assume and pay when due one-half (1/2) of all accrued vacation pay for Transferred Employees at Closing. Seller shall retain and pay the other one-half (1/2) of such accrued vacation pay at Closing.
- (c) Personal Property Lease Obligations. All liabilities and obligations of Seller under the Personal Property Leases listed on Schedule 2.3; and
- (d) Obligations under other Contracts and Permits. All liabilities and obligations of Seller under other Contracts and Permits listed in Schedule 2.3.

§2.4. Retained Liabilities. Except for the Assumed Liabilities, Purchaser shall not assume, by virtue of this Agreement or the transactions contemplated hereby, and shall have no liability or obligation for, any debts, liabilities or obligations of Seller or the Shareholders of any kind, character or description whatsoever, regardless of whether any such debt, liability or obligation is disclosed in this Agreement or in any Schedule hereto (the "Retained Liabilities"). Without limiting the generality of the foregoing, Purchaser shall not assume, and shall have no liability or obligation for, any of the following

debts, liabilities and obligations of Seller or the Shareholders, each of which, without limitation, shall constitute a Retained Liability:

(a) any Indebtedness of Seller or the Shareholders, other than the Assumed Liabilities;

(b) any liability or obligation of Seller or the Shareholders arising out of or in connection with the negotiation and preparation of this Agreement and the consummation of the transactions contemplated hereby, including, without limitation, legal and accounting fees (including any incurred in connection with the preparation of the schedules to this Agreement), brokerage commissions, finder's fees or similar fees or commissions, and any income tax liability imposed on Seller or the Shareholders in connection therewith;

(c) any liability or obligation of Seller or the Shareholders to any of Seller's past or present equity holders, including, without limitation, any liability or obligation to distribute to such equity holders or to any other Person all or any portion of the Closing Cash Payment or Purchaser Note;

(d) any liability or obligation of Seller or the Shareholders arising from the failure of Seller or the Shareholders to perform or discharge any of its or his agreements contained herein;

(e) any liability or obligation of Seller or the Shareholders with respect to any insurance policy that is not assumed by Purchaser;

(f) any liability or obligation of Seller or the Shareholders to any officer, director or employee of Seller or the Business;

(g) any liability or obligation for Taxes (i) with respect to the Business or the Purchased Assets for any Pre-Closing Period or (ii) of Seller or the Shareholders;

(h) any liability or obligation in respect of (x) any employees of Seller or the Business who are offered employment by Purchaser as provided in Section 6.3(a) hereof but who on or before the Effective Time do not accept such offer and become Transferred Employees; (y) any Transferred Employees to the extent such liability or obligation relates to facts, acts, omissions or occurrences arising prior to the Effective Time or (z) any former employees of Seller or the Business, including, without limitation, any liability or obligation in respect of any wrongful dismissal claim or any claim made pursuant to any applicable laws relating to employment standards, occupational health and safety, human rights, workers compensation;

(i) any claim, cause of action, proceeding or other litigation pending or threatened against Seller or the Shareholders as of the Effective Time;

(j) any liability or obligation of Seller under any stock option plan or stock option agreement, phantom stock plan or phantom stock agreement, or deferred compensation plan or deferred compensation agreement;

(k) any liability or obligation of Seller under any Employee Benefit Plan, including any liability or obligation resulting from a termination of any Employee Benefit Plan;

(l) any liability or obligation to any former owner of any of the capital stock of Seller or of the Purchased Assets, including, without limitation, any liability or obligation to John P. Treier, Jr., for compensation, deferred or otherwise.

(m) any liability or obligation to the extent related to (w) the actual or alleged presence of any wastes or hazardous substances on any Business Property as of the Effective Time, (x) the actual or alleged violation of any Environmental Law by Seller or the Shareholders prior to the Effective Time, (y) any claim or liability under any Environmental Law based on the conduct of Seller or the Shareholders prior to the Effective Time or (z) any liability of any predecessor of Seller under any Environmental Law relating to the period prior to the Effective Time;

(n) any liability or obligation incurred by Seller (as opposed to Purchaser or the Business) after the Effective Time.

Seller and the Shareholders shall discharge in a timely manner all of their respective Retained Liabilities.

ARTICLE III

CLOSING; CLOSING PAYMENT

§3.1. Closing. (a) The closing of the purchase and sale of the Purchased Assets (the "Closing") shall take place at the offices of Seller's counsel, Hartman Underhill and Brubaker, LLC, 221 East Chestnut Street, Lancaster, PA 17602 contemporaneously with the execution and delivery of this Agreement on the Closing Date (as hereinafter defined), or at such other place as the Parties shall agree. For convenience, the Parties agree that the Closing may take place by the exchange of electronic signatures to the Closing documents (provided that the original Purchaser Note executed by Purchaser shall be delivered to Seller's counsel, in escrow, in advance of Closing, with instructions that the same shall be automatically released from escrow to Seller at Closing) and delivery of the Closing Consideration (defined herein below) by wire transfer, followed by the mailing of executed originals of the other Closing documents, without the need for a face to face meeting. The Closing is contingent upon the approval of the transfer of the Certificates of Public Convenience as contemplated herein and issued by the PUC. The date on which the Closing occurs is referred to herein as the "Closing Date"; provided however, that the Closing Date shall not extend beyond July 1, 2015. The Closing and each of the transactions contemplated to occur, including the transfer of title to the Purchased Assets and the assumption of the Assumed Liabilities shall be deemed to be effective for all purposes of this Agreement as of 5:01 p.m. on the Closing Date (the "Effective Time").

(b) Pre-Closing. Upon execution of this Agreement, Purchaser shall deposit with the Escrow Agent by wire transfer the sum of Ninety Thousand Dollars (\$90,000) to be held, invested and distributed in accordance with the form of Escrow Agreement attached hereto as Exhibit E ("Escrow Agreement").

(c) At the Closing:

(i) Seller shall deliver to Purchaser a Bill of Sale substantially in the form attached hereto as Exhibit B (the "Bill of Sale"), together with such other documents and instruments of conveyance, sale, transfer and assignment as Purchaser and its counsel shall deem reasonably necessary or appropriate to vest in Purchaser all of Seller's rights, title and interest in, to and under all of the Purchased Assets in each applicable jurisdiction;

(ii) Seller shall deliver to Purchaser the certificate of titles of each vehicle owned by Seller being purchased pursuant to this Agreement;

(iii) Seller shall deliver to Purchaser a certificate from the appropriate Governmental Authority as to the good standing of and, to the extent available, the payment of Taxes by Seller as of a date within ten (10) days prior to the Closing Date and a tax clearance certificate from any required taxing authority set forth in Section 7.6;

(iv) Seller shall deliver to Purchaser a certification duly executed by Seller certifying in accordance with Section 1445 of the Code that Seller is not a "foreign person" as defined in Section 1445(f)(3) of the Code and that Seller is therefore exempt from the withholding requirements of said section;

(v) Seller shall deliver to Purchaser all consents, authorizations and approvals (in form and substance acceptable to Purchaser) to the transactions contemplated under this Agreement and the Transaction Documents;

(vi) Seller shall deliver to Purchaser such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Purchaser, as may be required to give effect to this Agreement or as may be reasonably be requested by Purchaser or its counsel;

(vii) Seller and Shareholders shall deliver to Purchaser a non-competition, non-solicitation agreement pursuant to Section 6.5 herein;

(viii) Purchaser and Seller shall enter into an Assignment and Assumption Agreement substantially in the form attached hereto as Exhibit D (the "Assignment and Assumption Agreement"), pursuant to which Purchaser shall assume all of the Assumed Liabilities;

(ix) Purchaser and Seller shall simultaneously complete closing under the Real Estate Agreement of Sale unless such completion is not required by reason of Section 6.8;

(x) Purchaser shall deliver the Closing Consideration in the manner provided in Section 3.2.

§3.2. Closing Consideration. In full consideration for the purchase and sale of the Purchased Assets, Purchaser shall, at the Closing (collectively, the "Closing Consideration"):

(a) deliver to Seller Purchaser's promissory note in the aggregate principal amount of Six Hundred Eighty-five Thousand Dollars (\$685,000.00) ("Purchaser Note") in substantially the form attached hereto as Exhibit C. The Purchaser Note shall be secured by a first lien security interest in the Property in accordance with the "Mortgage" as defined in the Real Estate Agreement of Sale and a security interest in the accounts receivable of Purchaser, including all accounts receivable existing as of the date of Closing and all accounts receivable generated thereafter, pursuant to the form of Security Agreement attached hereto as Exhibit H. The Purchaser Note shall be paid, together with interest at 4.28% per annum, over a period of ten years in equal quarterly installments of principal and interest in the amount of Twenty-One Thousand One Hundred Forty and 45/100 (\$21,140.45), as set forth in the Amortization Schedule attached hereto as Exhibit F with the first quarterly payment due three (3) months from the Closing, and

(b) direct the Escrow Agent to deliver to Seller from the escrowed funds an aggregate amount of cash (such amount, the "**Closing Cash Payment**") equal to Ninety Thousand Dollars (\$90,000.00) by wire transfer of immediately available funds to the account or accounts designated by Seller in writing to Purchaser at least two (2) Business Days prior to the Closing Date; and

(c) deliver to Seller the Security Agreement duly executed.

(d) deliver to Seller the Assignment and Assumption Agreement, duly executed on behalf of Purchaser.

§3.3 Reconciliation of Accounts Receivable. (a) Purchaser shall make reasonable efforts to collect all Accounts Receivable and shall keep Seller reasonably informed not less often than monthly of Purchaser's collection progress so that Seller may reasonably assist in such efforts. Within thirty (30) days after the date that is one hundred eighty (180) days after the Closing Date (such 180th day, the "**Receivables Reconciliation Date**"), Purchaser shall prepare and deliver to Seller a written statement (the "**Receivables Reconciliation Statement**") containing a calculation of the Receivables Repurchase Price (as hereinafter defined) and a list of Accounts Receivable in existence as of the Effective Time that were not collected in full during the period from the Effective Time until the Receivables Reconciliation Date (such Accounts Receivable, the "**Uncollected Receivables**"). Purchaser shall have the right, in its sole and absolute discretion, to sell back to Seller, at any time during the 30-day period following the completion of Seller's review of the Receivables Reconciliation Statement pursuant to Section 3.3(b) (which period shall be tolled until the resolution of any dispute with respect to the Receivables Reconciliation Statement in accordance with Section 3.3(b)) all (but not less than all) of the Uncollected Receivables provided such Accounts Receivable are in excess of Five Thousand Dollars (\$5,000) in the aggregate. In the event Purchaser exercises such right, Seller shall purchase and acquire such Uncollected Receivables from Purchaser for the aggregated principal amount of the Uncollected Receivables ("Receivables Repurchase Price"), payable in cash or by Purchaser's off-set under the next amounts due under Purchaser's Note, as set forth in Section 3.3(b), as elected by Seller. The Receivables Repurchase Price shall be payable to Purchaser by wire transfer of immediately available funds to an account designated by Purchaser in writing if payable in cash.

(b) Seller and Seller's accountants may make inquiries of Purchaser and/or Purchaser's accountants regarding questions or disagreements relating to the Reconciliation Statements or Purchaser's calculations therein. Seller and Seller's accountants shall complete their review of each Receivables Reconciliation Statement within thirty (30) days after the delivery thereof to Seller. Promptly following completion of such review, Seller shall submit to Purchaser a letter regarding Seller's concurrence or disagreement with the accuracy of the Receivables Reconciliation Statement and Purchaser's calculations therein. Unless Seller delivers a letter disagreeing with the Receivables Reconciliation Statement or Purchaser's calculations therein within such thirty (30) day period, the Receivables Reconciliation Statement and Purchaser's calculations therein shall be final and binding on the Parties. If Seller agrees to the Receivables Reconciliation Statement, Seller's Statement shall set forth its elections to pay for the sold Accounts Receivables in cash or by off-set and credit against the next payments immediately due under Purchaser's Note (failure to elect being an election for a cash payment). Following delivery of any such letter, if Seller shall disagree as to any item (or the amount thereof) reflected on the Receivables Reconciliation Statement or Purchaser's calculations therein, Seller and Purchaser shall attempt promptly to resolve such disagreement in good faith. If a resolution of such disagreement has not been effected within fifteen (15) days (or such longer period as may be mutually agreed between Purchaser and Seller) after delivery of such letter, Seller and Purchaser shall submit such disagreement to an independent accountant. The Parties shall use commercially reasonable efforts to cause the independent accountant to complete its determination of all disputed items within thirty (30)

days after the appointment of the independent accountant, and such determination shall be final and binding upon the Parties. The fees, costs and expenses of the independent accountant shall be allocated equally between Purchaser and Seller.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF SELLER AND SHAREHOLDERS

§4. Representations and Warranties of Seller and the Shareholders. Seller and the Shareholders hereby jointly and severally represent and warrant to Purchaser (which representations and warranties shall survive the Closing as provided in Section 8.1 regardless of what examinations, inspections, audits and other investigations the Purchaser has heretofore made, or may hereafter make, with respect to such representations and warranties) that the statements contained in this Article IV are true and correct as of the date of this Agreement as follows:

§4.1. Ownership of Purchased Assets; Existence and Good Standing of Seller. Except as set forth on Schedule 4.1, Seller is the lawful owner, beneficially and of record, of all of the Purchased Assets, free and clear of all Liens other than Permitted Liens. Seller is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania. The Shareholders are the lawful owners, beneficially and of record, of 100% of the issued and outstanding shares of capital stock of Seller, and no Person other than the Shareholders possesses any, direct or indirect, equity interest or right to acquire any equity interest in Seller, whether upon exercise of any options, convertible securities or otherwise.

§4.2. Authority and Enforceability. (a) Seller has the corporate power and authority, and each Shareholder has the legal capacity, to execute and deliver this Agreement and each of the other Transaction Documents to be executed and delivered by such Party as contemplated hereby, and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by Seller of this Agreement, and each other Transaction Document to be executed and delivered by Seller as contemplated hereby, and the consummation of the transactions contemplated hereby and thereby, have been duly authorized by the Board of Directors and by the Shareholders as all of the shareholders of Seller, and no other corporate action on the part of Seller or the Shareholders is necessary to authorize the execution, delivery and performance of this Agreement and each other Transaction Document to be executed and delivered by Seller, or the consummation of the transactions contemplated hereby and thereby. This Agreement and each other Transaction Document to be executed and delivered by Seller or the Shareholders, when delivered in accordance with the terms hereof or thereof, assuming the due execution and delivery of this Agreement and each such other Transaction Document by the other parties hereto and thereto, shall have been duly executed and delivered by Seller and/or the Shareholders, as the case may be, and shall be the valid and binding obligations of such Party, enforceable against such Party in accordance with their respective terms, subject to the Enforceability Exceptions.

(b) Seller has all the requisite power and authority to sell, assign, and transfer the Purchased Assets to Purchaser, within the guidelines of the PUC.

§4.3. Consents and Approvals; No Violations. (a) Except as set forth on Schedule 4.3(a), the execution and delivery of this Agreement by Seller and the Shareholders do not, and the execution and delivery by such Parties of the other Transaction Documents to be executed and delivered by such Parties will not, and the consummation by such Parties of the transactions contemplated hereby and thereby will not, result in a violation or breach of, conflict with, constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation, payment or acceleration) under, or result in the creation of any Lien on any of the Purchased Assets or any liability that constitutes an

Assumed Liability under: (1) any provision of the Articles of Incorporation or Code of Regulations of Seller; (2) subject to obtaining and making any of the approvals, consents, notices and filings referred to in paragraph (b) below, any Law or Order applicable to such Party or by which any of its properties or assets may be bound; (3) any of the terms, conditions or provisions of any Contract to which such Party is a party, or by which such Party or any of its properties or assets is bound.

(b) Except as set forth on Schedule 4.3(b), no consent, approval or action of, filing with or notice to any Governmental or Regulatory Authority or private third party is necessary or required under any of the terms, conditions or provisions of any Law or Order applicable to Seller or the Shareholders or by which any of its or his properties or assets may be bound, any Contract to which such Party is a party or by which such Party or any of its assets or properties may be bound, for the execution and delivery of this Agreement by such Party, the performance by such Party of its obligations hereunder or the consummation of the transactions contemplated hereby.

§4.4. Financial Statements. (a) Seller has provided to Purchaser copies of the compiled balance sheets of Seller as of December 31, 2011, 2012 and 2013, and the related compiled statements of income and retained earnings for the years then ended, and the unaudited and unreviewed balance sheet of Seller as at November 30, 2014 and the related unaudited and unreviewed statements of income and retained earnings for the nine months then ended. The unaudited, unreviewed balance sheet of Seller as of November 30, 2014 (the "**Recent Balance Sheet Date**") is hereinafter referred to as the "**Recent Balance Sheet**". Except as set forth on Schedule 4.4(a) (and except for, with respect to the financial statements as of and for the period ended on the Recent Balance Sheet Date, customary year-end review-related adjustments and the lack of footnote disclosure), (i) the financial statements referred to above, including the footnotes thereto (except as described therein) have been prepared in accordance with GAAP consistently followed throughout the periods indicated, (ii) the Recent Balance Sheet and such other balance sheets of Seller referred to above fairly present the financial condition of Seller at the dates thereof and (iii) the related statements of income, retained earnings and (with respect to the reviewed statements only) cash flows fairly present the results of the operations of Seller and the changes in Seller's retained earnings and (with respect to the reviewed statements only) cash flows for the periods indicated.

(b) Within thirty (30) days after the Execution Date, Seller shall prepare and present to Purchaser a proposed Balance Sheet for the Company as of December 31, 2014 ("**Year-End Balance Sheet**"). Purchaser and Purchaser's accountants may make inquiries of Seller and/or Seller's accountants regarding questions or disagreements relating to the Year-End Balance Sheet or Purchaser's calculations therein. Purchaser and Purchaser's accountants shall complete their review of the Year-End Balance Sheet each within thirty (30) days after the delivery thereof to Purchase or Purchaser's representative. Promptly following completion of such review, Purchaser shall submit to Seller a letter regarding Purchaser's concurrence or disagreement with the accuracy of the Year-End Balance Sheet and Seller's calculations therein. Unless Purchaser delivers a letter disagreeing with the Year-End Balance Sheet and Seller's calculations therein within such thirty (30) day period, the Year-End balance Sheet and Seller's calculations therein shall be final and binding on the Parties. Following delivery of any such letter, if Purchaser shall disagree as to any item (or the amount thereof) reflected on the Year-End Balance Sheet or Seller's calculations therein, Seller and Purchaser shall attempt promptly to resolve such disagreement in good faith. If a resolution of such disagreement has not been effected within fifteen (15) days (or such longer period as may be mutually agreed between Purchaser and Seller) after delivery of such letter, Seller and Purchaser shall submit such disagreement to an independent accountant. The Parties shall use commercially reasonable efforts to cause the independent accountant to complete its determination of all disputed items within thirty (30) days after the appointment of the independent accountant, and such determination shall be final and binding upon the Parties. Upon final determination of the Year-End Balance Sheet in accordance with these procedures, the Year-End Balance Sheet shall be substituted in

place of the Recent Balance Sheet for purposes of this Agreement, including but not limited to Sections 2.3, this Section 4.4 and Section 4.7. The fees, costs and expenses of the independent accountant shall be allocated equally between Purchaser and Seller.

(c) The Seller maintains in all material respects accurate books and records reflecting its assets and liabilities and maintains reasonably effective internal control over financial reporting to enable the preparation of financial statements in accordance with GAAP. The Seller has made available to Purchaser copies of any and all documents reflecting its internal control over financial reporting. There is no fraud, whether or not material, that involves management or other employees who have a significant role in financial reporting for the Seller.

(d) All of the Accounts Receivable arose from bona fide sales of goods or services and represent arm's length sales made in the Ordinary Course to Persons that are not Affiliates of the Seller. Except as disclosed on Schedule 4.4(d), the Accounts Receivable are not subject to any valid counterclaims or setoffs other than credits, returns and allowances arising in the Ordinary Course and are collectible in full in the Ordinary Course. No Person has any Lien on such Accounts Receivable or any part thereof, and no agreement for deduction, free goods, discount or other deferred price or quantity adjustment has been made with respect to such Accounts Receivable.

(e) The Seller has no other Indebtedness except as set forth in the Recent Balance Sheet; and as of the Closing after giving effect to the transactions contemplated hereby, the Seller will not have any Indebtedness other than the Indebtedness listed in the Recent Balance Sheet and Indebtedness incurred with the knowledge and written consent of the Purchaser and other Indebtedness incurred by Purchaser independent of the transactions contemplated by this Agreement.

(f) Schedule 4.4(f) lists the account numbers and names of each bank, broker, or other depository institution at which the Company or any Subsidiary maintains a depository account.

§4.5. Liabilities. Except as set forth on Schedule 4.5, there are no claims, obligations, liabilities or Indebtedness in respect of the Business, whether absolute, accrued, contingent or otherwise, except for claims, obligations, liabilities or Indebtedness (i) reflected on the Recent Balance Sheet or disclosed in the footnotes thereto, (ii) Assumed Liabilities incurred subsequent to December 31, 2013 in the ordinary course of business, consistent with past practice, that individually and in the aggregate would not have a Material Adverse Effect with respect to Seller or the Business or (iii) Retained Liabilities incurred subsequent to December 31, 2013 in the ordinary course of business consistent with past practice.

§4.6. Books and Records. All of the minute books and other books and records of Seller have been previously made available Purchaser and its representatives, and such minute books and other books and records contain accurate records of all meetings of, and corporate action taken by (including action taken by written consent) the Directors and shareholders of Seller with respect to the Business or the Purchased Assets. Except as set forth on Schedule 4.6, Seller does not have any of its records, systems, controls, data or information recorded, stored, maintained, operated or otherwise wholly or partly dependent on or held by any means (including any electronic, mechanical or photographic process, whether computerized or not) which (including all means of access thereto and therefrom) are not under the exclusive ownership and direct control of Seller.

§4.7. Title to Personal Properties. Except as set forth on Schedule 4.7, Seller has good title to or, in the case of leased assets, a valid leasehold interest in, free and clear of all Liens other than Permitted Liens, all of the tangible and intangible personal property and assets reflected on the Recent Balance Sheet or acquired after the Recent Balance Sheet Date by Seller, except for properties and assets

disposed of in the ordinary course of business, consistent with past practice, since the Recent Balance Sheet Date. Except as set forth on Schedule 4.7, Seller has good title to or, in the case of leased assets, a valid leasehold interest in, free and clear of all Liens other than Permitted Liens, all of the tangible and intangible personal property and assets reflected on the Recent Balance Sheet. Other than assets leased by Seller, the Purchased Assets include all of the tangible personal properties and tangible assets necessary for the conduct of the Business as currently conducted.

§4.8 Intentionally Deleted.

§4.9. Material Contracts. (a) Schedule 4.9 sets forth an accurate and complete list of all of the following Contracts included in the Purchased Assets:

(i) Contracts relating to capital expenditures or other purchases of material, supplies, equipment or other assets or properties (other than purchase orders for Inventory in the ordinary course of the Business) in excess of \$5,000 individually or \$10,000 in the aggregate;

(ii) Contracts involving a loan by Seller (other than Accounts Receivable generated in the ordinary course of the Business) or advance by Seller to (other than travel and entertainment allowances to the employees employed in the Business and extended in the ordinary course of the Business and not in excess of \$5,000 in the aggregate), or investment by Seller in, any Person, or any Contract relating to the making of any such loan, advance or investment;

(iii) Contracts involving Indebtedness of Seller in respect of the Business;

(iv) Contracts under which any Person has directly or indirectly guaranteed any Indebtedness of Seller in respect of the Business;

(v) Contracts granting or evidencing a Lien on any of the Purchased Assets, other than a Permitted Lien;

(vi) Contracts for management service, consulting, financial advisory or any other similar type Contracts to which Seller is a party and any Contracts between Seller and any investment or commercial bank;

(vii) Contracts limiting the ability of Seller (in respect of the Business) or the Business to engage in any line of business or to compete with any Person;

(viii) Contracts (other than this Agreement and any agreement or instrument entered into pursuant to this Agreement) with Seller or the Shareholders or any of their respective Affiliates with respect to the Business;

(ix) Contracts (including letters of intent) involving the future disposition or acquisition of assets or properties relating to the Business, or any merger, consolidation or similar business combination transaction relating to Seller, whether or not enforceable;

(x) Contracts to which Seller (or the Shareholders with respect to the Business) is a party involving any joint venture, partnership, strategic alliance, shareholders' agreement, co-marketing, co-promotion, co-packaging, joint development or similar arrangement;

(xi) Contracts involving any resolution or settlement of any actual or threatened litigation, arbitration, claim or other dispute relating to the Business;

(xii) Contracts involving a confidentiality, standstill or similar arrangement relating to the Business;

(xiii) Contracts involving any lease or sublease of personal property included in the Purchased Assets and involving an annual base rental payment in excess of \$5,000;

(xiv) Contracts involving \$5,000 or more which are not cancelable without penalty on thirty (30) days or less notice; and

(xv) other Contracts that are material to the Business.

(b) Each Contract set forth on Schedule 4.9 (or required to be set forth on Schedule 4.9) is in full force and effect and there exists no (i) default or event of default by Seller thereunder or, to the knowledge of Seller, any other party to any such Contract, with respect to any term or provision of any such Contract or (ii) event, occurrence, condition or act (including the consummation of the transactions contemplated hereby) which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default or event of default by Seller or, to the knowledge of Seller, any other party thereto, with respect to any term or provision of any such Contract. Seller has not violated any of the terms or conditions of any Contract set forth on Schedule 4.9 (or required to be set forth on Schedule 4.9) and, to the knowledge of Seller, all of the covenants to be performed by any other party thereto have been fully performed in all respects. Seller has delivered to Purchaser true and complete copies, including all amendments, of each Contract set forth on Schedule 4.9.

§4.10. Sufficiency of Assets. Except as set forth on Schedule 4.10 and except for the Excluded Assets, the Purchased Assets constitute all of the assets, rights, and properties used or held for use in the conduct of the Business, or otherwise necessary for Purchaser to conduct the Business immediately after the Closing in all respects as conducted by Seller immediately prior to the Closing. For the past six years, Seller has not conducted any activities other than the conduct of the Business.

§4.11. Litigation. Except as set forth on Schedule 4.11, there is no action, suit, proceeding at law or in equity, arbitration or administrative or other proceeding by (or to the knowledge of Seller any investigation by) any Governmental or Regulatory Authority or any other Person pending, or, to the knowledge of Seller, threatened, against or affecting Seller with respect to the Business or any of the Purchased Assets. Seller does not know of any valid basis for any such action, proceeding or investigation. None of the Purchased Assets is subject to any Order.

§4.12. Taxes.

(a) Tax Returns. Except as set forth on Schedule 4.12, Seller has timely filed or caused to be timely filed with the appropriate taxing authorities all tax returns, statements, forms and reports (including, elections, declarations, disclosures, schedules, estimates and informational tax returns) for Taxes ("Returns") that are required to be filed with respect to the Business or the Purchased Assets on or prior to the Closing Date. Except as set forth on Schedule 4.12, the Returns have accurately reflected all liability for Taxes with respect to the Business or the Purchased Assets for the periods covered thereby.

(b) Payment of Taxes. All Tax liabilities of Seller (to the extent attributable to the Business or the Purchased Assets) for all taxable years or periods that ended on or before the Closing

Date and, with respect to any taxable year or period beginning before and ending after the Closing Date, the portion of such taxable year or period ending on and including the Closing Date ("Pre-Closing Periods") have been timely paid except for Tax liabilities for such year resulting from the transactions contemplated by this Agreement which will be timely paid after Closing.

(c) Other Tax Matters. (i) Except as set forth on Schedule 4.12, Seller has not been the subject of an audit or other examination of Taxes by the tax authorities of any nation, state or locality (and to the knowledge of Seller no such audit is pending or contemplated) within seven (7) years, nor has Seller received any notices from any taxing authority with respect to the Business or the Purchased Assets.

(ii) Except as set forth on Schedule 4.12, Seller (A) has not entered into an agreement or waiver or been requested to enter into an agreement or waiver extending any statute of limitations relating to the payment or collection of Taxes with respect to the Business or the Purchased Assets and (B) is not presently contesting any Tax liability with respect to the Business or the Purchased Assets before any court, tribunal or agency.

(iii) All Taxes with respect to the Business or the Purchased Assets which Seller is (or was) required by law to withhold or collect in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder or other third party have been duly withheld or collected, and have been timely paid over to the proper authorities to the extent due and payable.

(iv) To the knowledge of Seller except as set forth on Schedule 4.12, no written claim has ever been made by any taxing authority in a jurisdiction where Seller does not file Returns that such Seller is or may be subject to taxation by that jurisdiction with respect to the Business or the Purchased Assets.

(v) None of the Purchased Assets consists of any owned United States real property interests within the meaning of Section 897 of the Code.

(vi) There are no Liens on any of the Purchased Assets or the Business that arose in connection with any failure (or alleged failure) to pay any Taxes.

(vii) Seller is not a "foreign person" within the meaning of Section 1445 of the Code.

(d) Taxes Defined. For purposes of this Agreement, "Taxes" shall mean all taxes, assessments, charges, duties, fees, levies or other governmental charges, including all federal, state, local and other income, franchise, profits, capital gains, capital stock, transfer, sales, use, occupation, property, excise, severance, windfall profits, stamp, license, payroll, withholding and other taxes, assessments, charges, duties, fees, levies or other governmental charges of any kind whatsoever (whether payable directly or by withholding and whether or not requiring the filing of a Return), all estimated taxes, deficiency assessments, additions to tax, penalties and interest and shall include any liability for such amounts as a result either of being a member of a combined, consolidated, unitary or affiliated group or of a contractual obligation to indemnify any Person.

(e) Solvency. Immediately prior to, and immediately subsequent to, the consummation of the sale of the Purchased Assets to Purchaser pursuant to the provisions of this Agreement, Seller will be solvent with the ability to pay its debts as they become due. For purposes of this Agreement, solvent shall mean, with respect to Seller, that the present fair saleable value of Seller's assets is greater than the amount that will be required to pay its liability on its existing debts as they become absolute and matured.

§4.13. Insurance. Set forth on Schedule 4.13 is an accurate and complete list of each insurance policy that covers the Business or the Purchased Assets. Such policies are in full force and effect, all premiums due thereon have been paid, and Seller is otherwise in compliance in all respects with the terms and provisions of such policies. Seller is not in default under any of the insurance policies set forth on Schedule 4.13 (or required to be set forth on Schedule 4.13) and there exists no event, occurrence, condition or fact (including the purchase of the Purchased Assets hereunder) which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default thereunder. Seller has not received any notice of cancellation or non-renewal of any such policy nor has the termination of any such policy been threatened, and there exists no event, occurrence, condition or fact (including the purchase of the Purchased Assets hereunder) which, with the giving of notice, the lapse of time or the happening of any other event or condition, would entitle any insurer to terminate or cancel any such policy. Since the January 1, 2009, there has not been any adverse change in Seller's relationship with its insurers or in the premiums payable under such policies. Schedule 4.13 also sets forth a list of all pending claims and the claims history with respect to the Business (including with respect to insurance obtained but not currently maintained).

§4.14. Intellectual Property. Schedule 4.14 contains a complete list of all Business Intellectual Property. Except as set forth on Schedule 4.14, all Business Intellectual Property has been, where appropriate, duly registered in, filed in or issued by the official governmental registrars and/or issuers (or officially recognized issuers) to the extent any such registration, filing or issuance is required with respect thereto, and each such filing, issuance and/or application has not been abandoned or canceled, has been maintained effective by all requisite filings, renewals and payments and will remain in full force and effect as of the Closing Date. Seller owns or has the exclusive right to use, free and clear of all Liens other than Permitted Liens, all of the Business Intellectual Property. Except as set forth on Schedule 4.14 hereto, there is no claim or demand of any Person pertaining to, or any proceeding pending or, to the knowledge of Seller, threatened, which challenges the rights of Seller in respect of any Business Intellectual Property. Except as set forth on Schedule 4.14, to the knowledge of Seller (i) the conduct of the Business does not infringe, misappropriate, misuse or violate any Intellectual Property of any Person and (ii) to the knowledge of Seller, no Person is infringing any of the Business Intellectual Property.

§4.15. Compliance with Laws. Except as set forth on Schedule 4.15, Seller has complied and is in compliance with all applicable Laws and Orders with respect to the Business and the Purchased Assets, and Seller has not received any notice that any violation of the foregoing is being or may be alleged. Neither the Seller, nor any director, officer, or, to the knowledge of Seller, agent, employee of Seller, or any other Person acting at Seller's direction for or on behalf of the Seller, has directly or indirectly, in connection with the Business made any contribution, gift, bribe, rebate, payoff, influence payment, kickback, or other payment to any Person, regardless of form, whether in money, property, or services: (a) to obtain favorable treatment in securing business; (b) to pay for favorable treatment for business secured; or (c) to obtain special concessions or for special concessions already obtained, for or in respect of the Seller. Seller has received no assessments or fines from the PUC.

§4.16. Suppliers and Customers. Schedule 4.16 sets forth each supplier and customer accounting for more than 1% of the consolidated purchases and sales, as the case may be, of the Business for the separate twelve-month periods ended December 31, 2012 and December 31, 2013. To the knowledge of Seller, the relationships of Seller with each such supplier and customer are good retail or commercial working relationships (as the case may be), and, except as set forth on Schedule 4.16, since January 1, 2014, no such supplier or customer has canceled or otherwise terminated, or threatened in writing to cancel or otherwise terminate, its relationship with Seller. Except as set forth on Schedule 4.16, since January 1, 2014, Seller has not received any written notice that any such supplier or customer may cancel or otherwise adversely modify its relationship with Seller or the Business or limit its services, supplies or materials to the Business, or its usage or purchase of the services and products of the

Business, either as a result of the transactions contemplated hereby or otherwise. Seller has not entered into, or offered to enter into, any Contract outside the Seller's customary industry practice pursuant to which the Seller is or shall be obligated to make any rebates, discounts, promotional allowances or similar payments or arrangements with or to any customer or other business relation.

§4.17. Employment Relations. (a) Except as set forth on Schedule 4.17, Seller is, and has been, in compliance with all applicable laws respecting employment and employment practices, terms and conditions of employment and wages and hours, and since such date has not and is not engaged in any unfair labor practice.

(b) No unfair labor practice complaint against Seller is pending before the National Labor Relations Board.

(c) There is no labor strike, dispute, slowdown or stoppage actually pending or, to the knowledge of Seller, threatened against or involving Seller or the Business.

(d) No union is currently certified, and there is not now and there has not been any union representation question or any union or other organizational activity that would be subject to the National Labor Relations Act (20 U.S.C. §151 et. seq.) existing or, to the knowledge of Seller, threatened with respect to the operations of Seller or the Business.

(e) Except as set forth on Schedule 4.17, no grievance exists, no arbitration proceeding arising out of or under any collective bargaining agreement is pending and no claim therefor has been asserted.

(f) Neither Seller nor the Business is subject to or bound by any collective bargaining or labor union agreement applicable to any Person employed in the Business and no collective bargaining or labor union agreement is currently being negotiated by Seller with respect to the Business.

(g) The Business has not experienced any material labor difficulty or work stoppage.

(h) There has not been, and to the knowledge of Seller there will not be, any adverse change in relations with employees employed in the Business as a result of any announcement of the transactions contemplated by this Agreement.

(i) Except as set forth on Schedule 4.17, Seller has not had any Equal Employment Opportunity Commission charges or other claims (including any claims resulting in a settlement out of court) of employment discrimination or harassment pending or, to the knowledge of Seller, threatened against Seller in respect of the Business.

(j) No wage and hour department investigation has been made of Seller in respect of the Business.

(k) There are no pending or, to the knowledge of Seller, threatened, occupational health and safety claims against Seller in respect of the Business.

(l) Since the enactment of the Worker Adjustment and Retraining Notification Act ("WARN"), Seller has not effectuated either (i) a "plant closing" (as defined in WARN) affecting any site of employment or one or more facilities or operating units within any site of employment or facility of Seller or (ii) a "mass layoff" (as defined in WARN) affecting any site of employment or facility of Seller. Seller has not been affected by any transaction or engaged in layoffs or employment terminations

sufficient in number to trigger application of any similar Law, and not more than thirty (30) of the employees employed in the Business have suffered an "employment loss" (as defined in WARN) during the six months prior to the date hereof.

(m) Seller is in compliance with the terms and provisions of the Immigration Reform and Control Act of 1996, as amended, and all related regulations promulgated thereunder.

(n) Set forth on Schedule 4.17 is an accurate and complete list showing the names of all individuals whose compensation from Seller for services rendered during the fiscal year ended on December 31, 2013 exceeded an annualized rate of \$30,000, together with a statement or estimate of the full amount of compensation paid or payable to each such person for services rendered during such fiscal year and for services expected to be rendered during the twelve-month period ending December 31, 2013.

§4.18. Employee Benefit Plans. Set forth on Schedule 4.18 is a true and complete list of each employee benefit plan (as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")), or fringe benefit or compensation plan, program, policy or arrangement maintained or contributed to or required to be contributed to by Seller or any of its Affiliates, with respect to any present or former employee of Seller or the Business ("Employee Benefit Plans"). Except as set forth on Schedule 4.18, neither Seller nor any of its Affiliates (nor any employer (whether or not incorporated) that would be treated together with Seller or any such Affiliate as a single employer within the meaning of Section 414 of the Code) has ever maintained or contributed to, or had any obligation to contribute to (or borne any liability with respect to) any "employee pension benefit plan," within the meaning of Section 3(2) of ERISA, that is a "multiemployer plan," within the meaning of Section 3(37) of ERISA, or subject to Section 412 of the Code, or Section 302 or Title IV of ERISA. Each Employee Benefit Plan intended to be qualified under Section 401(a) of the Code has, as currently in effect, been determined to be so qualified by the Internal Revenue Service, and since the date of each such determination, no event has occurred and no condition or circumstance has existed that resulted or is likely to result in the revocation of any such determination. Except as set forth on Schedule 4.18, Seller has not incurred, and no event has occurred and no condition or circumstance exists that could result, directly or indirectly, in, any unsatisfied liability (including, without limitation, any indirect, contingent or secondary liability) of Seller under Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA arising in connection with any employee pension benefit plan covered or previously covered by Title IV of ERISA or such sections of the Code or ERISA. Except as set forth on Schedule 4.18, no asset or property of Seller is or may be subject to any Lien arising under Section 412(n) of the Code or Section 302(f) of ERISA. Seller has not been, and does not expect to be, required to provide any security under Section 307 of ERISA or Section 401(a)(29) or 412(f) of the Code. Except as set forth on Schedule 4.18, since January 1, 2002, Seller has complied in all respects with the applicable requirements of Part 6 of Subtitle B of Title I of ERISA and Section 4980B of the Code ("COBRA") and of the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder ("HIPAA"), and Seller is not subject to any liability as a result of any failure to administer or operate any "group health plan" (as defined in COBRA or HIPAA) in compliance with COBRA and HIPAA. Full payment has been made of all amounts which Seller is required under applicable law or under any Employee Benefit Plan or any agreement relating to any Employee Benefit Plan to have paid as contributions or premiums thereunder as of the last day of the most recent fiscal year of such Employee Benefit Plan ended prior to the date hereof. No litigation or administrative or other proceeding, audit, examination or investigation is pending or asserted, or, to the knowledge of Seller, threatened, anticipated or expected to be asserted with respect to any Employee Benefit Plan or the assets of any such plan (other than routine claims for benefits arising in the ordinary course). Except as set forth on Schedule 4.18, the execution of this Agreement and the consummation of the transactions contemplated hereby do not constitute a triggering event under any Employee Benefit Plan, policy, arrangement, statement, commitment or agreement, whether or not legally enforceable, which (either alone or upon the occurrence of any additional or subsequent event) will or

may result in any payment (whether of severance pay or otherwise), "parachute payment" (as such term is defined in Section 280G of the Code), acceleration, vesting or increase in benefits to any present or former employee or director of Seller. Except as set forth on Schedule 4.18, Seller does not have any obligation under any Employee Benefit Plan or otherwise to provide post-employment or retiree welfare benefits to any former employee or to any other Person, except as specifically required by COBRA.

§4.19. Environmental Laws and Regulations.

(a) For purposes of this Agreement, (i) "**Environmental Law**" shall mean any Law, Order or other requirement of law, including any principle of common law, relating to the protection of human health or the environment, or to the manufacture, use, transport, treatment, storage, disposal, release or threatened release of petroleum products, asbestos, urea formaldehyde insulation, polychlorinated biphenyls or any substance listed, classified or regulated as hazardous or toxic, or any similar term, under any Environmental Law and (ii) "**Business Property**" shall mean any real property and improvements owned (directly, indirectly, or beneficially), leased, used, operated or occupied by Seller in connection with the Business, whether or not included in the Purchased Assets.

(b) Except as set forth on Schedule 4.19, (i) Seller is in compliance with all applicable Environmental Laws, and has obtained, and is in compliance with, all Permits required of it under applicable Environmental Laws; (ii) there are no claims, proceedings, investigations or actions by any Governmental or Regulatory Authority or other Person or entity pending, or to the knowledge of Seller threatened, against Seller in respect of the Business under any Environmental Law; and (iii) to the knowledge of Seller, there are no facts, circumstances or conditions relating to the past or present business or operations of Seller or the Business (including the disposal of any wastes, hazardous substances or other materials), or to any past or present location, that could reasonably be expected to give rise to any claim, proceeding or action, or to any liability, under any Environmental Law.

§4.20. Interests in Clients, Suppliers, Etc.; Affiliate Transactions. Except as set forth on Schedule 4.20, (i) there are no Contracts, liabilities or obligations included in the Purchased Assets between Seller, on the one hand, and any Affiliate of Seller, on the other hand and (ii) neither Seller, any Affiliate of Seller nor any officer or director of Seller possesses, directly or indirectly, any financial interest in, or is a director, officer or employee of, any Person which is a client, supplier, customer, lessor, lessee, or competitor or potential competitor of the Business. Ownership of securities of a company whose securities are registered under the Exchange Act of 1% or less of any class of such securities shall not be deemed to be a financial interest for purposes of this Section 4.20.

§4.21. Permits. Seller has delivered to Purchaser for inspection a true and correct copy of each permit (including each occupancy permit), certificate, license, consent or authorization of any Governmental or Regulatory Authority (each, a "**Permit**") obtained or possessed by Seller in respect of the Business, each of which is listed on Schedule 4.21. Seller has obtained and possesses all Permits and has made all registrations or filings with or notices to any Governmental or Regulatory Authority necessary for the lawful conduct of the Business as presently conducted, or necessary for the lawful ownership of its properties and assets. All such Permits are in full force and effect and Seller is in compliance with all such Permits. Any application for the renewal of a Permit that is due prior to the Closing Date will be timely made or filed by Seller prior to the Closing Date. No proceeding to modify, suspend, revoke, withdraw, terminate or otherwise limit any such Permit is pending or, to the knowledge of Seller, threatened and Seller does not know of any valid basis for such proceeding, including the transactions contemplated hereby. No administrative or governmental action or proceeding has been taken or, to the knowledge of Seller, threatened, in connection with the expiration, continuance or renewal of any such Permit and Seller does not know of any valid basis for any such proceeding.

§4.22. No Changes. Except as set forth on Schedule 4.22, since January 1, 2014, there has not been a Material Adverse Change with respect to Seller or the Business, no fact, circumstance or event exists or has occurred which would result in a Material Adverse Change with respect to Seller or the Business, and Seller has not:

(i) increased the compensation payable (including, but not limited to, wages, salaries, bonuses or any other remuneration) or to become payable to any officer, employee or agent, except for (A) such increases that were required in accordance with the terms of any Employee Benefit Plan set forth on Schedule 4.18, (B) salary increases made in the ordinary course of the Business not exceeding \$5,000 per annum for any individual and (C) increases in commission income resulting from increased sales (as opposed to any change in commission rate or structure);

(ii) made any bonus, profit sharing, pension, retirement or insurance payment, distribution or arrangement to or with any officer, employee or agent being paid an annual base salary of \$100,000 or more, or with any director of Seller, except for payments that were already accrued prior to the Recent Balance Sheet Date or were required by the terms of any Employee Benefit Plan set forth on Schedule 4.18.

(iii) entered into, materially amended or become subject to any Contract of a type described (or required to be described) in Section 4.9 except in the ordinary course of the Business;

(iv) permitted any of the Purchased Assets to be subject to any Lien (other than Permitted Liens);

(v) sold, transferred, leased, licensed or otherwise disposed of any assets except in the ordinary course of the Business;

(vi) acquired any business or Person, by merger or consolidation, purchase of substantial assets or equity interests, or by any other manner, in a single transaction or a series of related transactions, or entered into any Contract, letter of intent or similar arrangement (whether or not enforceable) with respect to the foregoing (other than this Agreement and the letter of intent relating to the transactions contemplated hereby);

(vii) made any capital expenditure or commitment therefor in respect of the Business in excess of \$10,000 individually or \$25,000 in the aggregate or otherwise acquired any assets or properties (other than inventory in the ordinary course of the Business consistent with practice), or entered into any Contract, letter of intent or similar arrangement (whether or not enforceable) with respect to the foregoing;

(viii) entered into, materially amended or become subject to any joint venture, partnership, strategic alliance, members' agreement, co-marketing, co-promotion, co-packaging, joint development or similar arrangement;

(ix) written off as uncollectible any notes or accounts receivable, except write-offs in the ordinary course of business consistent with past practice charged to any applicable reserve;

(x) canceled or waived any claims or rights of substantial value;

(xi) made any change in any collection methods, customer incentives or any method of accounting or auditing practice (including any change in write-off policies);

(xii) made any Tax election or settled and/or compromised any Tax liability; prepared any Returns in a manner which is inconsistent with the past practices of Seller with respect to the treatment of items on such Returns; incurred any liability for Taxes other than in the ordinary course of the Business; or filed an amended Return or a claim for refund of Taxes with respect to the income, operations or property of Seller;

(xiii) paid, discharged, settled or satisfied any claims, liabilities or obligations (absolute, accrued, asserted or unasserted, contingent or otherwise), other than payments, discharges or satisfactions in the ordinary course of the Business consistent with past practice;

(xiv) established, adopted, entered into, amended or terminated any Employee Benefits Plan or any collective bargaining, thrift, compensation or other plan, agreement, trust, fund, policy or arrangement for the benefit of any directors, officers or employees, other than new group health and/or dental plans for employees;

(xv) conducted its cash management customs and practices (including the billing and collection of receivables and payment of payables) other than in the ordinary course of the Business consistent with past practice, and not requested that any customer accelerate payment (other than in the ordinary course) or any supplier defer invoicing to the Business; or

(xvi) entered into any Contract or letter of intent with respect to (whether or not binding), or otherwise committed or agreed, whether or not in writing, to do any of the foregoing.

§4.23. Disclosure. This Agreement does not contain any untrue statement of a material fact by Seller or the Shareholders, or omit any statement of a material fact necessary to make the statements of Seller and the Shareholders contained herein not misleading. There is no fact known to Seller or the Shareholders that would have a Material Adverse Effect with respect to Seller or the Business which has not been set forth in this Agreement, the financial statements referred to in Section 4.4 (including the footnotes thereto) and/or any Schedule, Exhibit or certificate delivered pursuant to this Agreement.

§4.24. Brokers' or Finders' Fees. No agent, broker, person or firm acting on behalf of Seller or the Shareholders is, or will be, entitled to any commission or brokers' or finders' fees from Purchaser, or from any of its Affiliates, in connection with any of the transactions contemplated by this Agreement.

§4.25. Government Contracts. Except as set forth on Schedule 4.25, Seller does not:

(i) have any Contracts with any Governmental Authority involving any information, technology or data which is classified under Executive Order 12356 of April 2, 1982;

(ii) have any products or services (including research and development) with respect to which it (a) is a supplier, direct or, to the knowledge of Seller, indirect, to any of the military services of the United States or the Department of Defense, or (b) to the knowledge of Seller, have any technology which has or could have unique military applications;

(iii) export (a) products or technical data under validated licenses or technical data under General License GTDR pursuant to the U.S. Export Administration Regulations (15 CFR Parts 768 through 799) or (b) defense articles and defense services under the International Traffic in Arms Regulations (22 CFR Subchapter M); or

(iv) have a Facility Security Clearance under the Department of Defense Industrial Security Program.

ARTICLE V

REPRESENTATIONS OF PURCHASER

§5. Representations of Purchaser. Purchaser hereby represents and warrants to Seller as follows:

§5.1. Existence and Good Standing; Power and Authority. Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania. Purchaser has the power and authority to execute and deliver this Agreement and the other Transaction Documents to be executed and delivered by such Party, and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of this Agreement, and each of the other Transaction Documents to be executed and delivered by Purchaser and the consummation of the transactions contemplated hereby and thereby, have been duly authorized by the Directors of such Parties and no other corporate action on the part of Purchaser is necessary to authorize the execution, delivery and performance of this Agreement and such other Transaction Documents by such Parties and the consummation of the transactions contemplated hereby and thereby. This Agreement and each other Transaction Document to be executed and delivered by Purchaser when delivered in accordance with the terms hereof, assuming the due execution and delivery of this Agreement and each such other document by the other parties hereto and thereto, shall have been duly executed and delivered by Purchaser and shall be valid and binding obligations of such Purchaser, enforceable against such Parties in accordance with their respective terms, subject to the Enforceability Exceptions.

§5.2. Consents and Approvals; No Violations. (a) The execution and delivery of this Agreement by Purchaser does not, the execution and delivery by such Parties of each other Transaction Document to be executed and delivered by such Parties will not, and the consummation by such Parties of the transactions contemplated hereby and thereby will not, result in a violation or breach of, conflict with, constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation, payment or acceleration) under: (1) any provision of the certificate of incorporation or by-laws of any such Party; (2) subject to obtaining and making any of the approvals, consents, notices and filings referred to in paragraph (b) below, any Law or Order applicable to any such Party or by which any of its properties or assets may be bound; (3) any Contract to which any such Party is a party, or by which any of its properties or assets is bound, except in the case of clauses (2) and (3) above, for such violations, filings, permits, consents, approvals, notices, breaches, conflicts or defaults which would not have a Material Adverse Effect with respect to any such Party.

(b) No consent, approval or action of, filing with or notice to any Governmental or Regulatory Authority or private third party is necessary or required under any of the terms, conditions or provisions of any Law or Order, any Contract to which Purchaser is a party or by which any of its properties or assets is bound, for the execution and delivery of this Agreement by such Parties, the performance by such Parties of their respective obligations hereunder or the consummation of the transactions contemplated hereby, other than those the failure to obtain or make would not have a Material Adverse Effect with respect to Purchaser.

§5.3. Litigation. There is no action, suit, proceeding at law or in equity, arbitration or administrative or other proceeding by, or to the knowledge of Purchaser, any investigation by any Governmental or Regulatory Authority or any other Person, or, to the knowledge of Purchaser threatened against or affecting Purchaser other than any such actions, suits and proceedings which could not reasonably be expected to result in judgments, settlements, findings or other liabilities against any such Party(ies) in excess of \$1,000,000 in the aggregate.

§5.4. Brokers' or Finders' Fees. No agent, broker, person or firm acting on behalf of Purchaser is, or will be, entitled to any commission or brokers' or finders' fees from Seller or from any Affiliate of Seller, in connection with any of the transactions contemplated by this Agreement.

ARTICLE VI

COVENANTS AND AGREEMENTS

§6.1. Review of the Company. (a) Seller acknowledges and agrees that Purchaser may have, prior to the Closing Date, directly or through its representatives, including Purchaser's senior lender, reviewed the properties, books and records of Seller and its financial and legal condition to the extent it reasonably believes necessary or advisable to familiarize itself with the Purchased Assets and the Business. Such review shall not, however, affect the representations and warranties made by Seller in this Agreement or the remedies of Purchaser for breaches of those representations and warranties.

(b) Each of Seller and each Shareholders acknowledges that it is in possession of Material (as defined in the Confidentiality Agreement) concerning Purchaser and their respective businesses and operations. Seller and each Shareholder agrees that they shall, and they shall cause their representatives (as defined in the Confidentiality Agreement) to, keep all such Material strictly confidential and use such Material only for the purpose of evaluating the transactions contemplated by this Agreement; provided, that Seller and the Shareholders may also use the Material for the purpose of operating the Business in the ordinary course, for purposes of preparing and filing any tax return of Seller or the Shareholders or as otherwise required by Law. Seller and each Shareholder acknowledges and agrees that the Material is proprietary and confidential in nature and may be disclosed to its representatives (as defined in the Confidentiality Agreement) only to the extent necessary for Seller and its representatives to evaluate the transactions contemplated by this Agreement, for purposes of preparing and filing any tax return of Seller or the Shareholders or as otherwise required by Law; provided, that Seller and the Shareholders shall be responsible for any breach of these confidentiality provisions by their representatives following the Closing. If Seller, the Shareholders or any of their representatives is legally required to disclose (after promptly advising and consulting with Purchaser about its intention to make, and the proposed contents of, such disclosure) any of the Material (whether by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process), Seller and the Shareholders shall, or shall cause such representatives, to provide Purchaser with prompt written notice of such request so that Purchaser may seek an appropriate protective order or other appropriate remedy. If such protective order or remedy is not obtained, Seller, the Shareholders or their representatives, as applicable, may disclose only that portion of the Material that such Person is legally required to disclose, and Seller and the Shareholders shall exercise their commercially reasonable efforts to obtain assurance that confidential treatment will be accorded to the Material so disclosed. Seller and the Shareholders further agree that, from and after the Closing Date, Seller, the Shareholders and their respective representatives, upon the request of Purchaser, will promptly deliver to Purchaser all documents or other tangible embodiments constituting Information (as defined in the Confidentiality Agreement), without retaining any copy thereof, and shall promptly destroy all information and documents constituting or containing Material.

(c) Purchaser acknowledges that it is in possession of Material (as defined in the Confidentiality Agreement) concerning Seller and its businesses and operations. Purchaser agrees that it shall, and it shall cause its representatives (as defined in the Confidentiality Agreement) to, keep all such Material strictly confidential and use such Material only for the purpose of evaluating the transactions contemplated by this Agreement. Purchaser acknowledges and agrees that the Material is proprietary and confidential in nature and may be disclosed to its representatives (as defined in the Confidentiality Agreement) only to the extent necessary for Purchaser and its representatives to evaluate the transactions contemplated by this Agreement; provided, that Purchaser shall be responsible for any breach of these confidentiality provisions by its representatives following the Closing. If Purchaser or any of its representatives is legally required to disclose (after promptly advising and consulting with Seller about its intention to make, and the proposed contents of, such disclosure) any of the Material (whether by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process), Purchaser shall, or shall cause such representatives, to provide Seller with prompt written notice of such request so that Seller may seek an appropriate protective order or other appropriate remedy. If such protective order or remedy is not obtained, Purchaser or its representatives, as applicable, may disclose only that portion of the Material that such Person is legally required to disclose, and Purchaser shall exercise its commercially reasonable efforts to obtain assurance that confidential treatment will be accorded to the Material so disclosed. Purchaser further agrees that, from and after the Closing Date, Purchaser and its respective representatives, upon the request of Seller, will promptly deliver to Seller all documents or other tangible embodiments constituting Information (as defined in the Confidentiality Agreement), without retaining any copy thereof, and shall promptly destroy all information and documents constituting or containing Material.

§6.2. Public Announcements. No Party, nor any of their respective Affiliates, shall issue any press release or otherwise make any public statement with respect to the transactions contemplated by this Agreement without the approval of the other Parties, except as may be required by applicable law or regulation or by obligations pursuant to any listing agreement with any national securities exchange so long as such Party has used commercially reasonable efforts to obtain the approval of the other Parties prior to issuing such press release or making such public disclosure.

§6.3. Certain Employee Matters. (a) Purchaser shall offer "at-will" employment effective as of the Closing to all of the employees of Seller employed in the Business on terms and conditions that are substantially comparable to each employee in the aggregate to such employee's current terms of employment. Without limiting the generality of the foregoing, any such employees of Seller who become employed by Purchaser shall be given full credit for their employment service with Seller or any of its predecessors for purposes of vacation time or pay or other employment-related benefits or rights except to the extent that vacation pay is paid by Purchaser and Seller at or after Closing. Those employees who accept such offer of employment and become employees of Purchaser are hereinafter referred to as "**Transferred Employees.**" Seller shall terminate, at or immediately prior to the Effective Time, the employment of all Transferred Employees. Seller shall retain responsibility for the payment of any employee benefits or entitlements, including severance pay, accrued vacation, sick or holiday pay, to any Transferred Employee or any other employee of Seller pursuant to any Employee Benefit Plan or Law as a result of or in connection with the consummation of the transactions contemplated hereby for all periods through the date of Closing. The parties acknowledge that the transactions provided for in this Agreement may result in obligations on the part of Seller or its Affiliates under one or more of the Employee Benefit Plans that is an employee welfare benefit plan (within the meaning of Section 3(1) of ERISA) to comply with the health care continuation requirements of COBRA or state law, as applicable. The parties expressly agree that Purchaser and Purchaser's benefit plans shall have responsibility for compliance with such health care continuation requirements (i) for qualified beneficiaries who previously elected to receive continuation coverage under the Employee Benefit Plans or (ii) with respect to those employees or former employees of Seller or its Affiliates (and their respective qualified beneficiaries)

who have become eligible to receive such continuation coverage in connection with the transactions provided for in this Agreement.

(b) (i) Purchaser shall not be obligated to assume, continue or maintain any of the Employee Benefit Plans; (ii) no assets or liabilities of the Employee Benefit Plans shall be transferred to, or assumed by, Purchaser or Purchaser's benefit plans; *provided, however*, that Purchaser shall cause any plan of Purchaser that is a defined contribution plan qualified under Section 401(a) and 401(k) of the Code to accept direct rollovers from Transferred Employees in the form of cash and outstanding participant loans, if any, from the applicable plan of Seller; and (iii) Seller shall be solely responsible for funding and/or paying any benefits under any of the Employee Benefit Plans, including any termination benefits and other employee entitlements accrued under such plans by or attributable to employees of Seller.

(c) Subject to Purchaser's compliance with Section 6.3(a) above, Seller shall be solely and fully responsible for the fulfillment of all obligations, whether statutory, common law, contractual or otherwise, arising out of, as a result of, in connection with or pursuant to Seller's employment or termination of the employment of any of its employees, whether or not they are or become Transferred Employees.

(d) Nothing in this Agreement, express or implied, shall: (i) confer upon any employee of any Seller or Affiliate thereof, or any representative of any such employee, any rights or remedies, including any right to employment or continued employment for any period or terms of employment, of any nature whatsoever, or (ii) be interpreted to prevent or restrict Purchaser or its Affiliates from modifying or terminating the employment or terms of employment of any Transferred Employee, including the amendment or termination of any employee benefit or compensation plan, program or arrangement, after the Closing Date.

(e) Seller shall permit Purchaser to contact and make arrangements with Seller's employees regarding employment or prospective employment by Purchaser after the Closing for the purpose of ensuring the continuity of the Business, and Seller agrees not to discourage any such employees from consulting with Purchaser. Seller shall make available to Purchaser such information as Purchaser may request with respect to any Transferred Employee, including compensation and employment records, provided Seller is legally permitted to comply with such request.

§6.4. Use of Names. Seller and the Shareholders each hereby acknowledges and agrees that, pursuant to Section 2.1(h), at the Closing, Purchaser will acquire all of Seller's rights in respect of the names "Jack Treier, Inc.," "Tri-State Moving Systems," including all right, title, and interest in and to any of Seller's rights in and to trademarks incorporating the names, whether registered or unregistered, under common law or otherwise. Thereafter neither Seller nor the Shareholders shall have any right to use, or authorize others to use, such names for any purpose whatsoever without the consent of Purchaser. Seller and the Shareholders hereby covenant and agree for the benefit of Purchaser, its Affiliates and their respective successors and assigns that from and after the Effective Time neither Seller nor the Shareholders shall use the names "Jack Treier, Inc.," "Tri-State Moving Systems," or any confusingly similar name or title, either alone or in combination with any other words or terms, for any purpose whatsoever without the prior written consent of Purchaser. Without limiting the foregoing, on the Closing Date, Seller shall amend its certificate of incorporation, by-laws and other organizational documents and the relevant commercial or other public registers in connection with the Business in order to exclude any reference to the words "Jack Treier, Inc.," "Tri-State Moving Systems," and shall remove or obliterate such words from any signs, purchase orders, invoices, sales orders, labels, letterheads, shipping documents, business cards and other materials that constitute Excluded Assets. Seller and the Shareholders acknowledge and agree that Purchaser would not have entered into this Agreement in the

absence of the covenants contained in this Section 6.4 and, in the event of any breach of such covenants by either of them, Purchaser shall be entitled, in addition to any other remedies available to Purchaser at law, to an injunction or other equitable relief to compel Seller and the Shareholders to comply with the covenants contained in this Section 6.4.

§6.5 Non-competition; Non-solicitation. (a) For a period of five (5) years commencing on the Closing Date, Seller and each Shareholder ("**Restricted Period**") shall not, and shall not permit any of their Affiliates to, directly or indirectly, (i) engage in or assist others in engaging in the Restricted Business; (ii) have an interest in any Person that engages directly or indirectly in the Restricted Business in any capacity, including as a partner, shareholder, member, employee, shareholder, agent, trustee or consultant; or (iii) cause, induce or encourage any actual or prospective client, customer, supplier or licensor of the Business (including any existing or former client or customer of Seller and any Person that becomes a client or customer of the Business after the Closing), or any other Person who has a material business relationship with the Business, to terminate or modify any such actual or prospective relationship. Notwithstanding the foregoing, Seller may own, directly or indirectly, solely as an investment, securities of any Person traded on any national securities exchange if Seller is not a controlling Person of, or a member of a group which controls, such Person and does not, directly or indirectly, own two percent (2%) or more of any class of securities of such Person.

(b) The amounts allocated to and to be paid for the covenants of Seller and the Shareholders described in Section 6.5 (a) are as follows:

- (1) To Seller: One Dollar (\$1.00);
- (2) John P. Treier, Jr.: One Hundred Twenty-Five Thousand Dollars (\$125,000);
- (3) Stephen P. Treier: One Dollar (\$1.00); and
- (4) Suzanne Treier: One Dollar \$1.00).

All such payments in excess of One Dollar (\$1.00) (i) shall be made in one hundred twenty (120) equal payments of \$1,041.67 beginning on the date one month after date of Closing and (ii) shall be increased by addition of four and 28/100ths percent (4.28%) per annum on the unpaid amounts.

(c) During the Restricted Period, Seller, each Shareholder, and their respective affiliates and beneficiaries shall not, and shall not permit any of their respective Affiliates to, directly or indirectly, hire or solicit any person who is offered employment by Purchaser pursuant to Section 6.5(a) or is or was employed in the Business during the Restricted Period, or encourage any such employee to leave such employment or hire any such employee who has left such employment, except pursuant to a general solicitation which is not directed specifically to any such employees.

(d) Seller acknowledges that a breach or threatened breach of this Section 6.5 would give rise to irreparable harm to Purchaser, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by Seller of any such obligations, Purchaser shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

(e) Seller acknowledges that the restrictions contained in this Section 6.5 are reasonable and necessary to protect the legitimate interests of Purchaser and constitute a material inducement to Purchaser to enter into this Agreement and consummate the transactions contemplated by this Agreement. In the event that any covenant contained in this Section 6.5 should ever be adjudicated to exceed the time, geographic, product or service or other limitations permitted by applicable Law in any jurisdiction, then any court is expressly empowered to reform such covenant, and such covenant shall be deemed reformed, in such jurisdiction to the maximum time, geographic, product or service or other limitations permitted by applicable Law. The covenants contained in this Section 6.5 and each provision hereof is severable and distinct covenants and provisions. The invalidity or unenforceability of any such covenant or provision as written shall not invalidate or render unenforceable the remaining covenants or provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such covenant or provision in any other jurisdiction.

§6.6. Waiver of Bulk Sales Laws. The Parties hereto hereby waive compliance in connection with the transactions contemplated by this Agreement or the Transaction Documents with the provisions of Article 6 of the Uniform Commercial Code as adopted in states where any of the Purchased Assets are located, and any other applicable bulk sales laws, in effect as of the date of the Closing ("**Bulk Sales Statutes**"); provided, however, Seller and the Shareholders jointly and severally agree to indemnify, defend and hold Purchaser harmless from and against any and all losses, costs, damages, expenses (including without limitation, court costs and reasonable attorney's fees) and liabilities which may be sustained or incurred by Purchaser, and/or any and all claims, demands, suits, proceedings and causes of action which may be brought or raised against Seller or Purchaser, as a result of or arising from (i) any claim that Purchaser has any liability or obligations under the Bulk Sales Statutes (including without limitation, any tax obligations or liabilities (or interest or penalties connected therewith) of Seller) by reason of the transactions provided for herein; or (ii) the failure of Purchaser to withhold any of Seller's unpaid tax obligations, liabilities, interest or penalties thereon from the Closing Consideration or otherwise as required under any Bulk Sales Statutes.

§6.7. No Warranties. THE PARTIES AGREE THAT ALL PROPERTY PURCHASED AND SOLD HEREUNDER IS SOLD AND ACCEPTED IN ITS CONDITION AS OF CLOSING "AS IS" "WHERE IS" AND WITH ALL FAULTS. EXCEPT AS SPECIFICALLY WARRANTED HEREIN THERE ARE NO WARRANTIES EXPRESS OR IMPLIED AS TO THE CONDITION, OR USE OR OPERABILITY OF ANY SUCH PROPERTY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR INTENDED OR ANTICIPATED USE, ALL OF WHICH WARRANTIES ARE HEREBY DISCLAIMED BY SELLER AND WAIVED BY PURCHASER.

§6.8. Further Assurances. (a) From and after the Closing, the Parties shall cooperate in good faith to take any actions that are required to be taken in order to give effect to the intent and purposes of this Agreement and to carry out fully the transactions contemplated hereby, including by (i) furnishing upon request to each other such further information, (ii) executing and delivering to each other such other assignments, bills of sale, assumptions, documents, certificates and other instruments and taking all rightful oaths and (iii) doing such other acts and things, all as the other Party may reasonably request for the purpose of carrying out and giving effect to the transactions contemplated by this Agreement.

(b) Without limiting the generality of the foregoing, to the extent Seller shall have failed to obtain, prior to the Closing, the consent of any third party required to be obtained in connection with the transactions contemplated hereby, Seller and the Shareholders shall use their commercially reasonable efforts to obtain such consent as soon as practicable following the Closing and, until such consent is obtained, shall use their commercially reasonable efforts to provide Purchaser with the benefits of the

Contracts in respect of which such consents were not obtained in all material respects, including (i) by enforcing any rights and remedies under such Contracts (including the right to terminate such Contract(s) in accordance with the terms thereof) on behalf and for the benefit of Purchaser and (ii) to the extent permitted by such Contracts and applicable Law, permitting Purchaser to enforce any rights and remedies in respect of such Contracts; *provided, however*, that Seller shall not offer to amend any such Contract in a manner adverse to Purchaser or offer any other inducement to any such counterparty in connection with obtaining such consent, in each case for which Purchaser would have any liability or obligation, without the prior written consent of Purchaser. Purchaser acknowledges and agrees that the failure to obtain any such consent shall not constitute a default by Seller or any Shareholder.

(c) If at any time following the Closing, Seller or a Shareholder receives any payment, refund or reimbursement from any Person in respect of the Business or the Purchased Assets, or otherwise acquires or possesses any rights, entitlements or assets in respect of the Business (other than the Excluded Assets), such payments, refunds, rights, entitlements or assets, as applicable, shall be held by Seller or the Shareholders, as applicable, in trust for the benefit of Purchaser and, promptly following the receipt thereof, Seller or the Shareholders, as applicable, shall pay over any such amounts to Purchaser without set off or deduction of any kind and/or shall execute and deliver any instruments of transfer or assignment that are necessary to transfer and assign to Purchaser, or otherwise vest Purchaser with title to, such rights, entitlements or assets. If at any time following the Closing, Purchaser receives any payment, refund or reimbursement from any Person in respect of any Excluded Assets, such payments, refunds or reimbursements, as applicable, shall be held by Purchaser in trust for the benefit of Seller and, promptly following the receipt thereof, Purchaser shall pay over any such amounts to Seller and/or shall execute and deliver any instruments of transfer or assignment that are necessary to transfer and assign to Seller, or otherwise vest Seller with title to, such payments, refunds or reimbursements; *provided, however*, that Purchaser shall be entitled to offset against any such payments any amounts owed to Purchaser hereunder by Seller or the Shareholders.

(1) The parties acknowledge that this Agreement and the Real Estate Agreement of Sale are parts of an integrated transaction for the sale of the assets and the Business and agree that any breach of or default under this Agreement or any contract or agreement executed in connection herewith, including but not limited to the Transaction Documents, will constitute a default under the Real Estate Agreement of Sale and any default under the Real Estate Agreement of Sale or any contract or agreement executed in connection therewith will constitute a breach of or default under this Agreement.

(2) Notwithstanding Section 6.8(d)(1) in any part of Section 1.1, 2.1 or 3.1, closing under the Real Estate Agreement of Sale shall not be a condition to any parties obligation to Close under this Agreement if closing under the Real Estate Agreement of Sale does not occur by reason of any of the following:

(1) Seller's default under the Real Estate Agreement of Sale;

(2) Seller shall fail to remove any exception or objections of Purchaser pursuant to Section 2.01(b) of the Real Estate Agreement of Sale within the periods set forth therein and Purchaser shall thereupon elect to terminate such agreement;

(3) Purchaser shall exercise its option to elect to not purchase the Property pursuant to Section 2.06 by reason of any of the following:

(i) Purchaser's Survey pursuant to Section 2.03 reveals a material adverse condition that Seller is unable to correct or reserve for with all appropriate governmental approvals within thirty (30) days after notification thereof by Purchaser;

(ii) Purchaser's environmental inspections pursuant to Section 2.04 reveals any condition to which Purchaser determines in its sole discretion to be materially adverse to the Property or the Purchaser or Seller is not able to correct or reserve with all appropriate governmental approvals within thirty (30) days after written notification thereof by Purchaser; or

(iii) Purchaser's inspections pursuant to Section 2.05 reveals material adverse condition which Seller is not able to correct or reserve with all appropriate governmental approvals within thirty (30) days after written notification thereof by Purchaser.

ARTICLE VII

TAX MATTERS

§7.1. Allocation of Taxes. All stamp, transfer, documentary, sales and use, value added, registration, and other such taxes and fees (including any penalties and interest) incurred in connection with this Agreement or any transaction contemplated hereby (collectively, the "**Transfer Taxes**") shall be paid by Purchaser, and Seller shall, at its own expense, properly file on a timely basis all necessary Returns with respect to any Transfer Taxes.

§7.2. Certain Actions. Seller shall not take any actions (including, but not limited to, filing any Return or amended Return, responding to any audit or inquiry by a Taxing Authority, or settling or compromising any controversy with a Taxing Authority) that could affect the Tax liability of Purchaser without the prior written consent of Purchaser, which consent shall not be unreasonably withheld or delayed.

§7.3. Books and Records. Until the seventh (7th) anniversary of the Closing Date, Seller shall, to the extent necessary in connection with any Taxes (including, without limitation, the Tax basis of any Purchased Asset) or other matter relating to the Business or the Purchased Assets for any period ending on or prior to the Closing Date, and without charge to Purchaser, retain and, as Purchaser may reasonably request, permit Purchaser and its agents to inspect and copy all original books, records and other documents and all electronically archived data not deliverable to Purchaser at Closing related to the Business or the Purchased Assets. Likewise, until the seventh (7th) anniversary of the Closing Date, Purchaser shall, without charge to Seller, retain, and, as Seller may reasonably request, permit Seller and its agents to inspect all books and records relating to the Business or the Purchased Assets previously delivered by Seller to Purchaser relating to any period prior to the Closing Date.

§7.4. Allocation of Closing Consideration. Seller and Purchaser agree to allocate the Closing Consideration among the Purchased Assets in accordance with Section 1060 of the Code. Seller and Purchaser agree that subject to Section 1060 of the Code, such allocation shall allocate to the tangible assets included among the Purchased Assets an amount of the Closing Consideration equal to the Tax basis of such Purchased Assets as of the Effective Time. Seller and Purchaser agree that Purchaser shall prepare and provide to Seller a draft allocation of the Closing Consideration among the Purchased Assets within ninety (90) days after the Closing Date. Seller shall notify Purchaser within thirty (30) days after receipt of such draft allocation of any objection Seller may have thereto. Seller and Purchaser agree to resolve any disagreement with respect to such allocation in good faith. In addition, Seller and Purchaser hereby undertake and agree to file timely any information that may be required to be filed pursuant to Treasury Regulations promulgated under Section 1060(b) of the Code, and shall use the allocation determined pursuant to this Section 7.4 in connection with the preparation of Internal Revenue Service Form 8594 as such form relates to the transactions contemplated by this Agreement. Neither Seller nor Purchaser shall file any Return or other document or otherwise take any position which is inconsistent

with the allocation determined pursuant to this Section 7.4 except as may be adjusted by subsequent agreement following an audit by the IRS or by court decision.

§7.5 Sales Tax. The Seller and Purchaser intend for the sale and transfer of the Purchased Assets pursuant to this Agreement to be exempt from any and all sales, use, excise, value added, transfer, stamp, documentary, filing, recordation, registration, real estate transfer and other similar Taxes, charges or fees imposed by or on behalf of or payable to any Governmental Authority ("Transfer Taxes") (including by reason of the isolated sale exemption provided under Pa. Code §32.4). Purchaser shall be responsible for the payment of any sales tax dues a result of the conveyance of the Purchased Assets to Purchaser pursuant to this transaction. The Seller agrees to obtain any certificate or other document from any Tax authority or any other Person as may be necessary to mitigate, reduce or eliminate any Transfer Taxes.

§7.6 Tax Clearance Certificates. Seller shall notify all of the taxing authorities in the jurisdictions that impose Taxes on Seller or where Seller has a duty to file Tax Returns of the transactions contemplated by this Agreement in the form and manner required by such taxing authorities. If any taxing authority asserts that Seller is liable for any Tax attributable to periods up to and through the Closing Date, Seller shall promptly pay any and all such amounts and shall provide evidence to the Purchaser that such liabilities have been paid in full or otherwise satisfied.

ARTICLE VIII

SURVIVAL OF REPRESENTATIONS; INDEMNIFICATION

§8.1. Survival of Representations. (a) Except as set forth in paragraph (b) below, the respective representations and warranties of the Parties contained in this Agreement or in any Schedule, Exhibit or certificate delivered pursuant to this Agreement shall survive the Closing until the fourth anniversary of the Closing.

(b) The representations and warranties contained in Sections 4.1 (Ownership of Purchased Assets; Existence and Good Standing of Seller), 4.2 (Authority and Enforceability) and 5.1 (Existence and Good Standing; Power and Authority) shall survive forever. The representations and warranties contained in Sections 4.12 (Taxes), 4.17 (Employment Relations), 4.18 (Employee Benefit Plans) and 4.19 (Environmental Laws and Regulations) shall survive until sixty (60) days after the expiration of the applicable statute of limitations period (after giving effect to any waivers and extensions thereof).

(c) For the avoidance of doubt, the covenants of the Parties contained in this Agreement or in any other Transaction Document shall survive the Closing in accordance with their terms until fully performed.

(d) Notwithstanding any representation or warranty by any Shareholder, no Shareholder shall be liable to Purchaser or any Affiliate thereof or any person claiming under or through any of the foregoing for any untruth in or breach of such representation or warranty, Purchaser's sole recourse for such untruth or breach being against Seller.

§8.2. Indemnification. (a) Seller and the Shareholders hereby jointly and severally agree to indemnify and hold Purchaser and its Affiliates and their respective stockholders, officers, directors, employees, agents, successors and assigns (each a "Purchaser Indemnitee"), harmless from and against any damages, losses, liabilities, obligations, claims of any kind, interest or expenses (including, without limitation, reasonable attorneys' fees and expenses) (collectively, "Losses"), suffered, incurred or paid,

directly or indirectly, through application of any Purchaser Indemnitee's assets or otherwise, as a result of, in connection with or arising out of:

(i) the failure of any representation or warranty made by Seller or the Shareholders in this Agreement (whether or not contained in Article IV), or in any Schedule, Exhibit or certificate delivered pursuant to this Agreement, to be true and correct in all respects as of the Effective Time;

(ii) any breach by Seller or the Shareholders of any of their covenants or agreements contained in this Agreement or in any other Transaction Document;

(iii) any compliance failures or other failures to comply with applicable Law with respect to the Employee Benefit Plans set forth on Schedule 4.18, including the failure to file Form 5500 annual reports and comply with COBRA;

(iv) any compliance failures or other failures to comply with applicable Law with respect to the PUC in operation of the Business; and

(v) any Retained Liability.

(b) Purchaser hereby agrees to indemnify and hold Seller and the Shareholders and their respective Affiliates and their respective stockholders, officers, directors, employees, agents, successors and assigns harmless from and against Losses suffered, incurred or paid, directly or indirectly, as a result of, in connection with or arising out of:

(i) the failure of any representation or warranty made by Purchaser in this Agreement (whether or not contained in Article V), or in any Schedule, Exhibit or certificate delivered pursuant to this Agreement, to be true and correct in all respects as of the Effective Time;

(ii) any breach by Purchaser of any of the covenants or agreements contained in this Agreement or in any other Transaction Document; and

(iii) any Assumed Liability.

(c) The obligations to indemnify and hold harmless pursuant to Sections 8.2(a) and 8.2(b) shall survive the consummation of the transactions contemplated by this Agreement for the time periods set forth in Section 8.1, except for claims for indemnification asserted prior to the end of such periods, which claims shall survive until final resolution thereof.

(d) Each Purchaser Indemnitee shall be entitled, in addition to any other rights or remedies it may have against Seller, to exercise the right to set-off against any amounts then due and payable to Seller hereunder or that may thereafter become due and payable to Seller hereunder (including any payments under the Purchaser Note that are or may become payable pursuant to Section 3.2 hereof).

§8.3. Indemnification Procedure. (a) Within a reasonable period of time after the inurrence of any Loss by any Person entitled to indemnification pursuant to Section 8.2 hereof (an "**Indemnified Party**"), which might give rise to indemnification hereunder, the Indemnified Party shall deliver to the Party or Parties from which indemnification is sought (collectively, the "**Indemnifying Party**") a certificate (the "**Certificate**"), which Certificate shall:

(i) state that the Indemnified Party has paid or properly accrued a Loss or anticipates that it will incur liability for a Loss for which such Indemnified Party is entitled to indemnification pursuant to this Agreement;

(ii) specify in reasonable detail each individual item of Loss included in the amount so stated, the date such item was paid or properly accrued, the basis for any anticipated liability and the nature of the misrepresentation, breach of warranty, breach of covenant or claim to which each such item is related and the computation of the amount to which such Indemnified Party claims to be entitled hereunder; and

(iii) be delivered to the Indemnifying Party and the Escrow Agent.

(b) In the event that the Indemnifying Party shall object to the indemnification of an Indemnified Party in respect of any claim or claims specified in any Certificate, the Indemnifying Party shall, within thirty (30) days after receipt by the Indemnifying Party of such Certificate, deliver to the Indemnified Party a notice to such effect. Any failure of the Indemnifying Party to object to any claim(s) specified in any Certificate within such 30-day period shall limit the Indemnifying Party's right to thereafter object to such claim(s) only to the extent that the Indemnifying Party is actually and materially prejudiced by such failure. The Indemnifying Party and the Indemnified Party shall, within the thirty (30) day period beginning on the date of receipt by the Indemnified Party of any objection, attempt in good faith to agree upon the rights of the respective parties with respect to each of such claims to which the Indemnifying Party shall have so objected. If the Indemnified Party and the Indemnifying Party shall succeed in reaching agreement on their respective rights with respect to any of such claims, the Indemnified Party and the Indemnifying Party shall promptly prepare and sign a memorandum setting forth such agreement. Should the Indemnified Party and the Indemnifying Party be unable to agree as to any particular item or items or amount or amounts, then the Indemnified Party and the Indemnifying Party shall submit such dispute to a court of competent jurisdiction. The party which receives a final judgment in such dispute shall be indemnified and held harmless by the other party for all related reasonable attorneys' and consultant's fees or expenses.

(c) Claims for Losses (i) specified in any Certificate to which an Indemnifying Party shall not object in writing within thirty (30) days of receipt of such Certificate, (ii) covered by a memorandum of agreement of the nature described in Section 8.3(b), (iii) the validity and amount of which have been the subject of judicial determination as described in Section 8.3(b) and (iv) the validity and amount of which shall have been the subject of a final judicial determination, or which shall have been settled with the consent of the Indemnifying Party, as described in Section 8.4, are hereinafter referred to, collectively, as "Agreed Claims". Within ten (10) days after the determination of the amount of any Agreed Claims described in clause (ii) of the definition thereof, the Indemnifying Party shall pay to the Indemnified Party an amount equal to the Agreed Claim by wire transfer of immediately available funds to the bank account or accounts designated by the Indemnified Party in a notice to the Indemnifying Party not less than two (2) Business Days prior to such payment. Within ten (10) days after the determination of the amount of any Agreed Claims described in clause (i), (iii) or (iv) of the definition thereof, the Indemnifying Party shall pay to the Indemnified Party an amount equal to the Agreed Claim by wire transfer of immediately available funds to the bank account or accounts designated by the Indemnified Party in a notice to the Indemnifying Party not less than two (2) Business Days prior to such payment.

§8.4. Third Party Claims. If a claim by a third party is made against any Indemnified Party, and if such Indemnified Party intends to seek indemnity with respect thereto under this Article VIII, such Indemnified Party shall promptly notify the Indemnifying Party of such claim; provided, that the failure to so notify shall not relieve the Indemnifying Party of its obligations hereunder, except to the

extent that the Indemnifying Party is actually and materially prejudiced thereby. The Indemnifying Party shall have thirty (30) days after receipt of such notice to assume the conduct and control, through counsel reasonably acceptable to the Indemnified Party at the expense of the Indemnifying Party, of the settlement or defense thereof; provided, that (a) the Indemnifying Party shall permit the Indemnified Party to participate in such settlement or defense through counsel chosen by the Indemnified Party, provided that the fees and expenses of such counsel shall be borne by such Indemnified Party, and (b) the Indemnifying Party shall not be entitled to assume control of such defense and shall pay the fees and expenses of counsel retained by the Indemnified Party: (i) if the Parties agree, reasonably and in good faith, that such third party claim would give rise to Losses which are more than twice the amount indemnifiable by such Indemnifying Party pursuant to this Article VIII; (ii) if the claim for indemnification relates to or arises in connection with any criminal proceeding, action, indictment, allegation or investigation; (iii) if the claim seeks an injunction or equitable relief against the Indemnified Party; (iv) if the Indemnified Party has been advised in writing by counsel that a reasonable likelihood exists of a conflict of interest between the Indemnifying Party and the Indemnified Party (other than any conflict based solely on the indemnification provisions contained in this Article VIII) and such counsel believes that the conflict is of a nature such that it would be imprudent or unethical to represent both Parties without obtaining a waiver from the Indemnified Party; (v) if Seller or the Shareholders is the Indemnifying Party; or (vi) upon petition by the Indemnified Party, the appropriate court rules that the Indemnifying Party failed or is failing to vigorously prosecute or defend such claim. Any Indemnified Party shall have the right to employ separate counsel in any such action or claim and to participate in the defense thereof, but the fees and expenses of such counsel shall not be at the expense of the Indemnifying Party unless (x) the Indemnifying Party shall have failed, within a reasonable time after having been notified by the Indemnified Party of the existence of such claim as provided in the preceding sentence, to assume the defense of such claim or (y) the named parties to any such action (including any impleaded parties) include both such Indemnified Party and the Indemnifying Party and such Indemnified Party shall have been advised in writing by such counsel that there may be one or more legal defenses available to the Indemnified Party which are not available to the Indemnifying Party, or available to the Indemnifying Party the assertion of which would be adverse to the interests of the Indemnified Party. So long as the Indemnifying Party is reasonably contesting any such claim in good faith, the Indemnified Party shall not pay or settle any such claim. Notwithstanding the foregoing, the Indemnified Party shall have the right to pay or settle any such claim, provided that in such event it shall waive any right to indemnity therefor by the Indemnifying Party for such claim unless the Indemnifying Party shall have consented to such payment or settlement. The Indemnifying Party shall not, except with the consent of the Indemnified Party, enter into any settlement that is not entirely indemnifiable by the Indemnifying Party pursuant to this Article VIII (subject to the time and monetary limitations contained in this Article VIII) and does not include as an unconditional term thereof the giving by the Person or Persons asserting such claim to all Indemnified Parties of an unconditional release from all liability with respect to such claim or consent to entry of any judgment. The Indemnifying Party and the Indemnified Party shall cooperate with each other in all reasonable respects in connection with the defense of any claim, including making available records relating to such claim and furnishing, without expense to the Indemnifying Party and/or its counsel, such employees of the Indemnified Party as may be reasonably necessary for the preparation of the defense of any such claim or for testimony as witnesses in any proceeding relating to such claim.

ARTICLE IX

MISCELLANEOUS

§9.1. Expenses. The Parties shall pay all of their own expenses relating to the transactions contemplated by this Agreement, including the fees and expenses of their respective counsel and financial advisers.

§9.2. Jurisdiction; Agents for Service of Process. Any judicial proceeding brought against any of the Parties on any dispute arising out of this Agreement or any matter related hereto may be brought in the United States District Court for the Eastern District of Pennsylvania and, by execution and delivery of this Agreement, each of the Parties accepts the exclusive jurisdiction of such courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Each of Seller, the Shareholders, and Purchaser agrees to accept service of process in the manner provided in Section 9.5 in connection with any proceeding in any such court in the Commonwealth of Pennsylvania. The foregoing consents to jurisdiction shall not constitute general consents to service of process in the State of Tennessee for any purpose except as provided above and shall not be deemed to confer rights on any Person other than the respective parties to this Agreement. The prevailing Party or Parties in any such litigation shall be entitled to receive from the losing Party or Parties all costs and expenses, including reasonable counsel fees, incurred by the prevailing Party or Parties. Each of the Parties agrees that service of any process, summons, notice or document by U.S. registered mail to such Party's address set forth below shall be effective service of process for any action, suit or proceeding in Tennessee with respect to any matters for which it has submitted to jurisdiction pursuant to this Section 9.2.

§9.3. Third Party Beneficiaries. Each Party intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any Person other than the Parties.

§9.4. Table of Contents; Captions. The table of contents and the Article and Section captions used herein are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.

§9.5. Notices. Any notice or other communication required or permitted under this Agreement shall be deemed to have been duly given (i) five (5) Business Days following deposit in the mail if sent by registered or certified mail, postage prepaid, (ii) when sent, if sent by facsimile transmission, if receipt thereof is confirmed by telephone, (iii) when delivered, if delivered personally to the intended recipient and (iv) two (2) Business Days following deposit with a nationally recognized overnight courier service, in each case addressed as follows:

if to Seller, to

Jack Treier, Inc. (or such other name as it shall adopt on or before the Closing Date) 112
Jackson Drive
Lancaster, PA 17603
Telephone: (717) 393-0616
Facsimile:
Attn: John P. Treier, Jr.
Email: jtreier@jacktreier.com

with a copy (which shall not constitute notice) to:

Hartman Underhill & Brubaker, LLC
221 East Chestnut Street
Lancaster, PA 17602
Attn: Thomas W. Bergen, Esquire
Telephone: (717) 299-7254
Facsimile: (717) 299-3160
Email: tomb@hublaw.com

If to the Shareholders:
John P. Treier, Jr.

112 Jackson Drive
Lancaster, PA 17603
Telephone: (717) 393-0616
Facsimile:

Stephen P. Treier

3927 Main Street
Conestoga, PA 17516
Telephone: (cell) 717-989-6348

Suzanne Treier

2075 Graystone Road
East Petersburg, PA 17520
Telephone: (cell) 717-314-5184

and if to Purchaser, to

Armstrong Relocation Company, Pennsylvania, LLC
3927 Winchester Rd.
Memphis, TN 38118
Telephone:
Facsimile:
Attn: Michael Todd Watson
Email:

with a copy (which shall not constitute notice) to:
Armstrong Transfer & Storage, Co., Inc. /Armstrong Relocation Company
3927 Winchester Rd.
Memphis, TN 38118
Attn: Robert Ratton
Telephone:
Facsimile:
Email:

Farris Bobango PLC
999 S. Shady Grove Road, Suite 500
Memphis, Tennessee 38120
Attention: John A. Bobango, Esq.
Telephone: 901-259-7120
Facsimile: 901-259-7180
Email: jab@farris-law.com

or such other address or number as shall be furnished in writing by any such Party.

§9.6. Assignment; Parties in Interest. This Agreement may not be transferred, assigned, pledged or hypothecated by any Party without the express written consent of the other Parties hereto,

other than by operation of law; provided, that Purchaser may assign its rights, interests and obligations hereunder (i) to any direct or indirect wholly owned Subsidiary or to any Affiliate of which such Party is a direct or indirect wholly owned Subsidiary and (ii) for the purpose of securing any financing of the transactions contemplated hereby. No such assignment will relieve Purchaser of any obligation or liability under this Agreement or any Transaction Document. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

§9.7. Counterparts. This Agreement may be executed in two or more counterparts, all of which taken together shall constitute one instrument.

§9.8. Entire Agreement. This Agreement, including the other documents referred to herein which form a part hereof, contains the entire understanding of the Parties with respect to the subject matter contained herein and therein. This Agreement supersedes all prior agreements and understandings between the Parties with respect to such subject matter.

§9.9. Amendments. This Agreement may not be changed, and any of the terms, covenants, representations, warranties and conditions cannot be waived, except pursuant to an instrument in writing signed by the Parties or, in the case of a waiver, by the Party waiving compliance.

§9.10. Severability. If any term, provision, agreement, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, agreements, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such a determination, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a reasonably acceptable manner in order that the transactions contemplated hereby may be consummated as originally contemplated to the fullest extent possible.

§9.11. No Strict Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by all Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

§9.12. Waiver of Jury Trial. Each Party hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any litigation as between the Parties directly or indirectly arising out of, under or in connection with this Agreement or the transactions contemplated hereby or disputes relating hereto. Each Party (i) certifies that no representative, agent or attorney of any other Party has represented, expressly or otherwise, that such other Party would not, in the event of litigation, seek to enforce the foregoing waiver and (ii) acknowledges that it and the other Parties have been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 9.12.

§9.13. Attorneys' Fees. In the event of any action arising out of or related to this Agreement, the prevailing party, as determined in a final non-appealable judgment by a court of competent jurisdiction, shall be entitled to recover from the losing party all of its costs and expenses incurred in connection with such action, including court costs and reasonable attorneys' fees.

§9.14. Governing Law. The interpretation and construction of this Agreement, and all matters relating hereto, shall be governed by the laws of the Commonwealth of Pennsylvania applicable to agreements executed and to be performed solely within such State.

[The rest of this page is intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be hereunto subscribed by its officer thereunto duly authorized all as of the day and year first above written.

Armstrong Relocation Company,
Pennsylvania, LLC

By: M. Todd Watson

Name: M. Todd Watson

Title: Manager

JACK TREIER, INC.

By: _____

Name: Stephen P. Treier

Title: President

John P. Treier, Jr.

Stephen P. Treier

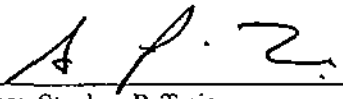
Suzanne Treier

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be hereunto subscribed by its officer thereunto duly authorized all as of the day and year first above written.


Armstrong Relocation Company,
Pennsylvania, LLC

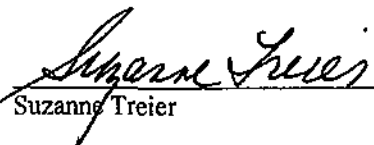
By: _____
Name:
Title:

JACK TREIER, INC.

By: 
Name: Stephen P. Treier
Title: President


John P. Treier, Jr.


Stephen P. Treier


Suzanne Treier

Annex A

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EXHIBIT A

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of January 1, 2015 ("Effective Date"), by and between **PROPERTY LEASING MT. JOY, LLC**, a Pennsylvania limited liability company ("Purchaser"), and **TREIER REALTY LP**, a Pennsylvania limited partnership ("Seller"). Except as otherwise expressly defined herein, capitalized terms will have the meanings set forth on Exhibit A attached hereto and incorporated herein by this reference. For and in consideration of the mutual covenants and promises hereinafter set forth, the parties hereby mutually covenant and agree as follows:

PURCHASE OF PROPERTIES

Section 1.01. Agreement to Purchase. Purchaser agrees to purchase, and Seller agrees to sell, in accordance with the terms, conditions and stipulations set forth in this Agreement (the "Transaction"), all of Seller's right, title and interest in and to (a) the parcel of real property, as more particularly described on Exhibit B attached hereto, and any and all improvements thereon and appurtenances thereto (collectively, the "Real Property"); (b) all fixtures affixed thereto, exclusive of Seller's trade fixtures located thereon; (c) all plans, specifications and studies pertaining to the Real Property in Seller's possession or under its control; (d) all mineral, oil and gas rights, water rights, sewer rights and other utility rights owned by Seller and allocated to the Real Property; (e) all leases and rental agreements relating to the Real Property or any portion thereof, including without limitation, all rent, prepaid rent, security deposits and other payments and deposits; and (f) all appurtenances, easements, licenses, privileges and other property interests belonging or appurtenant to the Real Property (all of the foregoing items in clauses (a) through (f) above, now or hereafter existing, the "Property"). The lease of the Real Property in effect between Seller and Jack Treier, Inc. dated _____, 2015 and any amendments thereto shall be automatically terminated and of no further effect upon the completion of Closing hereunder.

Section 1.02. Purchase Price. The aggregate purchase price to be paid by Purchaser to Seller for the Property is Two Million and 00/100 Dollars (\$2,000,000.00) (the "Purchase Price"). The Purchase Price shall be paid by Purchaser at Closing as follows:

(a) **Down Payment.** Upon execution of the Agreement, Purchaser shall deposit by wire transfer the sum of Two Hundred Thousand Dollars (\$200,000) (the "Purchase Price") with the Escrow Agent hereinafter named to be held, invested and paid in accordance with the Form of Escrow Agreement attached hereto as Exhibit G ("Escrow Agreement").

(b) **Payments at Closing.**

(i) **Promissory Note.** A promissory note issued by the Purchaser to the Seller in the aggregate principal amount of One Million Eight Hundred Thousand Dollars (\$1,800,000.00) ("Purchaser Note") in substantially the form attached hereto as Exhibit C. The Purchaser Note shall be secured by a first lien mortgage on the Property in favor of Seller in accordance with the form of Mortgage attached hereto as Exhibit B ("Mortgage") and be paid together with interest at 4.50% per annum over a period of ten years in equal monthly installments of principal and interest with the first monthly payment due one (1) month from the Closing; and

(ii) **Cash.** At closing Purchaser shall direct the Escrow Agent to pay Seller from the escrowed funds an aggregate amount of cash equal to Two Hundred Thousand Dollars (\$200,000.00) ("Closing Cash") by wire transfer of immediately available funds to the account or accounts designated by Seller in writing to Purchaser at least two (2) Business Days prior to the Closing Date.

Section 1.03. Prorations. Real and property taxes, utilities and any other costs related to the Property not severed as of Closing shall be prorated between Seller and Purchaser at Closing on a calendar year, fiscal year, or billing period basis as appropriate.

Section 1.04. Transaction Costs.

Seller shall be responsible for the payment of (i) fifty percent (50%) of all realty transfer tax due on the conveyance of the Property, (ii) all recording fees applicable to mortgage satisfactions or removal of other clouds on title necessary to convey clear title to the Property, and (iii) all of the fees and expenses of Seller's legal counsel, accountants and other professional advisers.

Purchaser shall be responsible for the payment of (i) fifty percent (50%) of all realty transfer tax due on conveyance of the Property (ii) all costs of any tax certifications, title searches, title policies and any extended coverage and endorsements relating to any title policies, (iii) the cost of any Survey, Environmental Report, Property Condition Report, or any zoning evidence ordered by Purchaser, (iv) the cost of any other diligence reports ordered by Purchaser, and (v) the fees and expenses of Purchaser's legal counsel, accountants and other professional advisers.

Except as otherwise expressly provided above, each party shall be responsible for the payment of all other Transactions Costs incurred by such party in connection with the Transaction and any allocations for buyer and seller as customary for commercial sales in Lancaster, County, Pennsylvania. The provisions of this Section 1.04 shall survive Closing under this Agreement for any reason.

Pre-Conditions to Closing. The parties acknowledge and agree that at or simultaneous with Closing under this Agreement, Closing under the Asset Purchase Agreement (as hereinafter defined) shall be completed.

**ARTICLE II
DUE DILIGENCE**

Section 2.01. Title Insurance.

(a) **Title Commitment and Title Policy.** Promptly after execution of the Agreement and in no event later than thirty (30) days thereafter Purchaser shall order an owner's title insurance commitments (collectively, the "Title Commitment") with respect to the Real Property issued by the Title Company, for such ALTA Owner's Extended Coverage Title Insurance Policies, together with any endorsements, that Purchaser may require (collectively, the "Title Policy"). Purchaser shall cause a copy of the Title Commitment to be delivered to Seller. All costs related to the Title Policy, escrow fees and other closing costs are payable as set forth in Section 1.04.

(b) **Title Objections.**

(i) Within seven (7) days after the Purchaser's receipt of both a Title Commitment and the related Survey for the Real Property, but not later than the expiration of the Inspection Period,

Purchaser shall notify Seller in writing of Purchaser's objection to any exceptions or other title matters shown on a Title Commitment or the related Survey (each, a "Title Objection"). If any Title Objection is not removed or resolved by Seller to Purchaser's satisfaction at least ten (10) days following delivery of such Title Objection (it being specifically acknowledged by Seller and Purchaser that such 10-day period may result in an automatic extension of the Closing Deadline to accommodate such 10-day period), or if Seller should elect not to cure said Title Objection, then Purchaser shall have the option, as its sole remedy, upon written notice to Seller on or before the Closing Deadline, to (A) terminate this Agreement, in which event neither Purchaser nor Seller shall have any further duties or obligations under this Agreement, except as otherwise provided herein or (B) waive the applicable Title Objection and proceed with Closing.

(ii) If any supplement to a Title Commitment or the related Survey discloses any additional title defects which were not created by or with the consent of Purchaser, and which are not acceptable to Purchaser, Purchaser shall notify Seller in writing of its objection thereto (each, an "Additional Title Objection") within five (5) days following receipt of such supplement or revision. If any Additional Title Objection is not removed or resolved by Seller to Purchaser's satisfaction at least five (5) days prior to the Closing Date, then Purchaser shall have the option, as its sole remedy, to (A) terminate this Agreement upon written notice to Seller on or before the Closing Date, in which event neither Purchaser nor Seller shall have any further duties or obligations under this Agreement, except as otherwise provided herein; or (B) waive the applicable Additional Title Objection and proceed with Closing.

(iii) Purchaser's failure to timely deliver a Title Objection or an Additional Title Objection shall be deemed Purchaser's acceptance of the matters disclosed by the Title Commitment and related Survey. If Purchaser does not terminate this Agreement by reason of any Title Objection or Additional Title Objection, as provided in this Section 2.01, then such Title Objection or Additional Title Objection shall be deemed waived and approved by Purchaser and shall thereafter be deemed a Permitted Encumbrance.

Section 2.02. Seller Documents. With reasonable promptness, but in no event later than five (5) Business Days following the Effective Date, Seller shall deliver to Purchaser the following items to the extent the same exist and are in Seller's possession (collectively, the "Seller Documents"): (a) "as-built" plans and specifications for the Property; (b) a certificate of occupancy (or its jurisdictional equivalent) for the Property; (c) all surveys related to the Property; (d) all environmental reports related to the Property (including without limitation, Phase I and Phase II environmental investigation reports); (e) all appraisals or valuations related to the Property; (f) all guaranties and warranties in effect with respect to all or any portion of the Property; (g) full and complete copies of any existing leases and current rent rolls related thereto and all other agreements related to the Property, together with all amendments and modifications thereof; (h) all property condition reports related to the Property; and (i) all other documents related to the ownership, lease and operation of the Property, and reasonably requested by Purchaser.

Section 2.03. Survey. Purchaser may order a current ALTA/ACSM "as built" survey for the Real Property from a surveyor selected by Purchaser (the "Survey"), together with (a) evidence reasonably satisfactory to Purchaser to the effect that the Real Property fully complies with all zoning ordinances of the Governmental Authority having jurisdiction over the Real Property ("Zoning Evidence"), and (b) evidence reasonably satisfactory to Purchaser that the location of the Real Property is not within the 100 year flood plain or identified as a "Special Flood Hazard Area" by the Federal Emergency Management Agency. The Survey shall show all improvements and shall plot all exceptions shown on the applicable Title Commitment (to the extent plottable), certified in favor of Purchaser, any requested Affiliate of Purchaser and Title Company in a manner reasonably acceptable to Purchaser and

prepared in accordance with the appropriate "ALTA/ACSM" minimum standards. The costs of the Survey shall be payable by Purchaser. A copy of the Survey shall be provided promptly to Seller.

Section 2.04. Environmental. Purchaser may order a current complete Phase I environmental investigation report for the Real Property, and if any environmental investigation report recommends additional subsurface investigation of any Property, Seller shall permit upon not less than forty-eight (48) hours' notice Purchaser to perform such additional subsurface investigation (each Phase I environmental investigation report and each additional subsurface investigation report, an "Environmental Report"), from an environmental inspection company selected by Purchaser, detailing and analyzing certain aspects of the Real Property; *provided, however*, that, notwithstanding the foregoing, if Seller fails or refuses to permit any such additional subsurface investigation or is unwilling to obtain environmental insurance providing coverage acceptable to Purchaser in its sole discretion, Seller shall be deemed to have elected to terminate this Agreement, whereupon, except for those provisions expressly stated to survive termination hereof (including without limitation, the payment of Transaction costs and the other expenses as set forth in Section 1.04), the parties' obligations hereunder shall terminate. The costs of the Environmental Reports are payable as set forth in Section 1.04.

Section 2.05. Inspections. From the Effective Date and for a period of thirty (30) days thereafter (the "Inspection Period"), (a) Purchaser may perform whatever investigations, tests and inspections (collectively, the "Inspections") with respect to the Property that Purchaser deems reasonably appropriate; and (b) Seller shall, at all reasonable times, (i) provide Purchaser and Purchaser's officers, employees, agents, advisors, attorneys, accountants, architects, and engineers with access to the Property, all drawings, plans, specifications and all engineering reports for and relating to the Property in the possession or under the control of Seller, the files and correspondence relating to the Property, and the financial books and records relating to the ownership, lease (if applicable), operation, and maintenance of the Property, and (ii) allow such Persons to make such inspections, tests, copies, and verifications as Purchaser considers necessary, provided that the foregoing shall not materially alter or damage the Property or interfere with the activities of Seller on the Property. Purchaser shall indemnify and hold Seller harmless from any and all loss, cost, liability or expense incurred by Seller as a result of Purchaser's Inspections. In the event that Purchaser does not acquire the Property, Purchaser shall repair and restore any damage to the Property caused by Purchaser's Inspections, investigations and tests to substantially the same condition as existed prior to such entry. Purchaser shall provide Seller with copies of all reports given to Purchaser regarding and resulting from such inspection and shall not directly or through agents, notify any governmental entity of any condition discovered as a result of such Inspections unless compelled by law to do so and then, only after reasonable advance notice to Seller.

Section 2.06. Purchaser's Right to Terminate. Notwithstanding any provision contained herein, in addition to its right to terminate this Agreement as set forth in Section 2.01(d), if within sixty (60) days after the Effective Date Purchaser determines, in its sole discretion, that the Property is not satisfactory, and Purchaser provides written notice thereof to Seller on or before expiration of the Inspection Period, and in any such event, Purchaser provides written notice thereof to Seller on or before expiration of the Inspection Period, then Purchaser shall have the option to terminate this Agreement in which event neither Seller nor Purchaser shall have any further duties or obligations under this Agreement except as otherwise provided herein (including without limitation, the payment of Transaction costs and the other expenses as set forth in Section 1.04).

ARTICLE III CLOSING

Section 3.01. Closing Date. Subject to the provisions of Article V of this Agreement, the closing date of the Transaction contemplated by this Agreement (the "Closing") shall be set by mutual

agreement of Seller and Purchaser (the "Closing Date"); *provided, however*, that the Closing Date shall not extend beyond July 1, 2015 ("Closing Deadline").

Section 3.02. Funding. Notwithstanding any provision contained in this Agreement the obligation of the parties to complete Closing, of the Transaction by Purchaser shall be contingent upon the delivery of the executed Transaction Documents, satisfaction of the conditions precedent set forth herein and in the other Transaction Documents, receipt and approval of other original documents by Purchaser's counsel and Seller's counsel, and confirmation by them that they have possession of all Transaction Documents required for Closing

Section 3.03. Possession. Possession of Property shall be provided to Purchaser upon or promptly after executing this Agreement pursuant to that certain Asset Purchase Agreement between Jack Treier, Inc. and Armstrong Relocation Company, Pennsylvania, LLC ("Asset Purchase Agreement") both dated the same day as this Agreement in the form attached hereto as Exhibit H. Possession of the Property, free and clear of all tenants or other parties in possession, except as *otherwise provided in the Asset Purchase Agreement*, shall be delivered to Purchaser on the Closing Date upon disbursement of all funds as set forth on the Closing settlement statements approved by Seller and Purchaser.

ARTICLE IV REPRESENTATIONS WARRANTIES AND COVENANTS

Section 4.01. Seller. Seller represents and warrants to, and covenants with, Purchaser as follows:

(a) ***Organization and Authority.*** Seller is duly organized or formed, validly existing and in good standing under the laws of its state of formation, and is qualified as a foreign limited partnership to do business in any jurisdiction where such qualification is required. Seller has all requisite power and authority to own and operate the Property, to execute, deliver and perform its obligations under this Agreement and all of the other Transaction Documents, and to carry out the Transaction. The Person who has executed this Agreement on behalf of Seller has been duly authorized to do so.

(b) ***Enforceability of Documents.*** Upon execution by Seller, this Agreement and the other Transaction Documents to which each is a party, shall constitute the legal, valid and binding obligations of Seller enforceable against Seller in accordance with their respective terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, arrangement, moratorium, or other similar laws relating to or affecting the rights of creditors generally, or by general equitable principles.

(c) ***No Other Agreements and Options.*** To the best of Seller's actual knowledge, none of Seller or the Property is subject to any commitment, obligation, or agreement, including, without limitation, any right of first refusal, option to purchase or lease granted to a third party, which could or would (i) prevent Seller from completing, or impair Seller's ability to complete, the sale of the Property under this Agreement or (ii) bind Purchaser subsequent to consummation of the Transaction.

(d) ***No Violations.*** The authorization, execution, delivery and performance of this Agreement and the other Transaction Documents will not (i) violate any provisions of Seller's certificate of limited partnership, the limited partnership agreement, or other organizational documents of Seller, (ii) result in a violation of or a conflict with, or constitute a default (or an event which, with or without due notice or lapse of time, or both, would constitute a default) under any other document, instrument or agreement to which Seller is a party or by which Seller, the Property or any of the property of Seller are subject or bound, (iii) result in the creation or imposition of any Lien, restriction, charge or limitation of

any kind, upon Seller or the Property, or (iv) violate any law, statute, regulation, rule, ordinance, code, rule or order of any court or Governmental Authority applicable to Seller or the Property.

(e) **Compliance.** Seller's use and occupation of the Property, and the condition thereof, comply with (i) all applicable statutes, regulations, rules, ordinances, codes, licenses, permits, orders and approvals of each Governmental Authority having jurisdiction over the Property, including, without limitation, all health, building, fire, safety and other codes, ordinances and requirements, the Americans With Disabilities Act of 1990, and all policies or rules of common law, in each case, as amended, and any judicial or administrative interpretation thereof, including any judicial order, consent, decree or judgment applicable to the Property or Seller (collectively, the "Legal Requirements"), (ii) all restrictions, covenants and encumbrances of record with respect to the Property, and (iii) all agreements, contracts, insurance policies (including, without limitation, to the extent necessary to prevent cancellation thereof and to insure full payment of any claims made under such policies), agreements and conditions applicable to the Property or the ownership, operation, use or possession thereof. Seller has not received any written notification that it or the Property is in violation of any of the foregoing, including without limitation, the Legal Requirements.

(f) **Compliance with Anti-Terrorism, Embargo, Sanctions and Anti-Money Laundering Laws.** Without in any way limiting the provisions of Section 4.01(e), Seller is not currently identified on the OFAC List, and is not a Person with whom a citizen of the United States is prohibited from engaging in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or executive order of the President of the United States.

(g) **Litigation.** There is no legal, administrative, arbitration or other proceeding, claim or action of any nature or investigation pending or involving or, to the best of Seller's actual knowledge, threatened against, Seller or the Property before any Governmental Authority, except as has been disclosed in writing by Seller, which in any way adversely affects or may adversely affect the Property, the business performed and to be performed on the Property, the condition, worth or operations of the Seller, the ability Seller to perform under this Agreement or any other Transaction Documents, or which questions or challenges any of Seller's participation in the Transaction contemplated by this Agreement or any other Transaction Document; and to the best of Seller's actual knowledge, there is no valid basis for any such legal, administrative, arbitration or other proceeding, claim or action of any nature or investigation.

(h) **No Mechanics' Liens.** There are no outstanding accounts payable, mechanics' liens, or rights to claim a mechanics' lien in favor of any materialman, laborer, or any other Person in connection with labor or materials furnished to or performed on any portion of the Property, which will not have been fully paid for on or before the Closing Date or, to the best of Seller's actual knowledge, which might provide the basis for the filing of such liens against the Property or any portion thereof. No work has been performed or is in progress nor have materials been supplied to the Property or agreements entered into for work to be performed or materials to be supplied to the Property prior to the date hereof, which will not have been fully paid for on or before the Closing Date or which might provide the basis for the filing of such liens against the Property or any portion thereof. Seller shall be responsible for any and all claims for mechanics' liens and accounts payable that have arisen or may subsequently arise due to agreements entered into for and/or any work performed on, or materials supplied to the Property prior and subsequent to the Closing Date, and Seller shall and does hereby agree to defend, indemnify and forever hold Purchaser and Purchaser's designees harmless from and against any and all such mechanics' lien claims, accounts payable or other commitments relating to the Property.

(i) **Intended Use; Zoning; Access.** Seller uses the Property solely for the operation of the Business and related ingress, egress and parking, and for no other purposes and such use does not and will

not violate any zoning or other requirement of any Governmental Authority applicable to the Property. There are adequate rights of access to public roads and ways available to the Property to permit full utilization of the Property for their intended purpose and, to the best of Seller's actual knowledge, all such public roads and ways have been completed and dedicated to public use.

(j) **Condemnation; Wetlands.** No condemnation or eminent domain proceedings affecting the Property have been commenced or, to the best of Seller's knowledge, are contemplated. To the best of Seller's actual knowledge, the Property and/or the real property bordering the Property are not designated by any Governmental Authority as wetlands.

(k) **Licenses and Permits.** Seller or Jack Treier, Inc. possesses all required licenses, permits and other authorizations, both governmental and private, presently required by applicable provisions of law, including statutes, regulations and existing judicial decisions, and by the property and contract rights of third persons, necessary to permit the operation of the business in the manner in which it presently is conducted at the Property.

(l) **Intellectual Property.** Seller or Jack Treier, Inc. possesses and has the right to use all intellectual property, licenses and other rights as are material and necessary for the conduct of business at the Property, and with respect to which it is, and will be at Closing, in compliance, with no known conflict with the valid rights of others.

(m) **Environmental.** Without limiting in any way the representations and warranties contained elsewhere in this Agreement, Seller hereby represents and warrants to Purchaser as follows:

(i) No Hazardous Materials or Regulated Substances, except in Permitted Amounts, exist on, under or about the Property or have been transported to or from the Property or used, generated, manufactured, stored or disposed of on, under or about the Property. The Property is not in violation of any Hazardous Materials Laws relating to industrial hygiene or the environmental conditions on, under or about the Property, including, without limitation, air, soil and groundwater conditions, and this representation and warranty would continue to be true and correct following disclosure to the applicable Governmental Authorities of all relevant facts, conditions and circumstances, if any, pertaining to the Property.

(ii) There is no past or present non-compliance with Hazardous Materials Laws, or with permits issued pursuant thereto, in connection with the Property; all uses and operations on or of the Property, whether by Seller or any other Person, have been in compliance with all Hazardous Materials Laws and environmental permits issued pursuant thereto; all USTs, if any, located on or about the Property are in full compliance with all Hazardous Materials Laws, and as of the date hereof, Seller is in compliance with the requirements of the UST Regulations with respect to those "petroleum underground storage tanks" (as such term is defined under the UST Regulations) located at the Property. The Property have been kept free and clear of all Environmental Liens and Seller has not allowed any tenant or other user of the Property to do any act that increased the dangers to human health or the environment, posed an unreasonable risk of harm to any Person (whether on or off the Property), impaired the value of the Property in any material respect, is contrary to any requirement of any insurer, constituted a public or private nuisance, constituted waste, or violated any covenant, condition, agreement or easement applicable to the Property.

(iii) Seller has not received any written notice from any Person (including but not limited to a Governmental Authority) relating to Hazardous Materials, Regulated Substances or USTs, or remediation thereof, of possible liability of any Person pursuant to any Hazardous Materials Law, other

environmental conditions in connection with the Property, or any actual or potential administrative or judicial proceedings in connection with any of the foregoing.

(n) **Solvency.** There is no contemplated, pending or threatened Insolvency Event or similar proceedings, whether voluntary or involuntary, affecting the Seller, or to the best of Seller's actual knowledge, any of its partners.

(o) **Satisfaction of Conditions Precedent.** From the Effective Date through the Closing Date, Seller shall use commercially reasonable efforts to satisfy all conditions set forth in Section 5.01 of this Agreement on or prior to the Closing Date.

(p) **No Bankruptcy Petition.** Seller hereby agrees that it shall not institute against, or join any other Person in instituting against, Purchaser, any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding, or any other proceeding under any federal or state bankruptcy or similar law. The provisions of this Section shall survive the Closing or termination of this Agreement. Notwithstanding the foregoing, the provisions of this Section shall in no way limit any other rights Seller may have with respect to this Agreement, either at law or in equity.

(q) **State Bulk Sales Statutes.** Seller represents and warrants to Purchaser that no bulk sales statutes promulgated by any Governmental Authority ("Bulk Sales Statutes") apply as a result of the sale of any of the Property. Seller agrees to indemnify, defend and hold Purchaser harmless from and against any and all losses, costs, damages, expenses (including without limitation, court costs and reasonable attorney's fees) and liabilities which may be sustained or incurred by Purchaser, and/or any and all claims, demands, suits, proceedings and causes of action which may be brought or raised against Seller or Purchaser, as a result of or arising from (i) any claim that Purchaser has any liability or obligations under the Bulk Sales Statutes (including without limitation, any tax obligations or liabilities (or interest or penalties connected therewith) of Seller) by reason of the transactions provided for herein; or (ii) the failure of Purchaser to withhold any of Seller's unpaid tax obligations, liabilities, interest or penalties thereon from the Purchase Price or otherwise as required under any Bulk Sales Statutes.

All representations and warranties of Seller made in this Agreement shall be true as of the date of this Agreement, shall be deemed to have been made again at and as of the Closing Date, shall be true at and as of the Closing Date, and, together with the covenants made by Seller herein, shall survive Closing.

Section 4.02. Purchaser. Purchaser represents and warrants to, and covenants with, Seller as follows:

(a) **Organization and Authority.** Purchaser is duly organized, validly existing and in good standing under the laws of its state of formation. Purchaser has all requisite power and authority to execute, deliver and perform its obligations under this Agreement and all of the other Transaction Documents to which it is a party and to carry out the Transaction. The Person who has executed this Agreement on behalf of Purchaser has been duly authorized to do so.

(b) **Enforceability of Documents.** Upon execution by Purchaser, this Agreement and the other Transaction Documents to which it is a party, shall constitute the legal, valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with their respective terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, arrangement, moratorium, or other similar laws relating to or affecting the rights of creditors generally, or by general equitable principles.

(c) **Litigation.** There are no actions or proceedings pending against or involving Purchaser before any Governmental Authority which in any way adversely affect or may adversely affect Purchaser or Purchaser's ability to perform under this Agreement and the other Transaction Documents to which it is a party.

(d) **Satisfaction of Conditions Precedent.** From the Effective Date through the Closing Date, Purchaser agrees to use commercially reasonable efforts to satisfy all conditions set forth in Section 5.02 of this Agreement on or prior to the Closing Date.

(e) **Compliance with Anti-Terrorism, Embargo, Sanctions and Anti-Money Laundering Laws.** Purchaser is not currently identified on the OFAC List, and is not a Person with whom a citizen of the United States is prohibited from engaging in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or executive order of the President of the United States.

All representations and warranties of Purchaser made in this Agreement shall be true as of the date of this Agreement, shall be deemed to have been made again at and as of the Closing Date, shall be true at and as of the Closing Date, and, together with the covenants made by Purchaser herein, shall survive Closing.

ARTICLE V CONDITIONS PRECEDENT TO CLOSING

Section 5.01. Purchaser's Conditions to Closing. Purchaser shall not be obligated to close and fund the Transaction until the fulfillment (or written waiver by Purchaser) of all of the following conditions:

(a) Purchaser and Seller shall have completed all transactions contemplated by the Asset Purchase Agreement.

(b) Seller shall have delivered to Purchaser or the Title Company, as applicable, the following items:

(i) The Deed;

(ii) Such documents evidencing the legal status and good standing of Seller that may be required by Purchaser and/or the Title Company for issuance of the Title Policy, including, without limitation, certificates of good standing;

(iii) Fully executed originals of (A) an Assignment of Warranties in the form of Exhibit D attached hereto, or if not assignable, evidence satisfactory to Purchaser that it will receive coverage or protection acceptable for the matters covered by such warranties, in either case, to the extent required by Purchaser (the "Assignment of Warranties"); and (B) all of the other Transaction Documents;

(iv) A certificate of an officer, manager or general partner, as applicable, of Seller, together with copies of each entity's (A) certificate of formation, amended to date; (B) partnership agreement, amended to date; (C) resolutions authorizing the Transaction and the execution of this Agreement and the other Transaction Documents, and identifying the Person(s) authorized to execute this Agreement and the other Transaction Documents; and (D) original certificates of good standing or similar documents from the states in which the Seller was organized or formed, and original certificates of qualification or similar documents from the states where the Property are located;

(v) A duly executed affidavit from Seller stating that Seller is not a "foreign person" as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and 1984 Tax Reform Act, in the form attached hereto as Exhibit E ("Non-Foreign Seller Certificate");

(vi) Closing settlement statements approved by Seller and Purchaser to reflect the credits, prorations, and adjustments contemplated by or specifically provided for in this Agreement; and

(vii) All documents required to be delivered by this Agreement and the other Transaction Documents and as may otherwise be required in order to fully and legally close this Transaction.

(c) Purchaser shall have received the Title Commitment and the Title Company's irrevocable commitment to insure title by means of the Title Policy which shall (i) show good and marketable title in Seller, (ii) commit to insure Purchaser's fee simple ownership in the Property subject only to Permitted Encumbrances, and (iii) contain such endorsements as Purchaser may require.

(d) Purchaser's lender, if any, shall have received from the Title Company an irrevocable commitment to issue ALTA lender's policies of title insurance which shall (i) insure title by means of an ALTA extended coverage policy of title insurance, (ii) show good and marketable title in Seller, (iii) commit to insure lender's interest in the Property subject only to Permitted Encumbrances, and (iv) contain such endorsements as such lender may require.

(e) There shall have been no adverse change in the financial condition of the Property from the Effective Date.

(f) All (i) representations and warranties of Seller set forth herein shall have been true and correct in all respects when made, and (ii) all covenants, agreements and conditions required to be performed or complied with by Seller prior to or at the time of Closing in connection with the Transaction shall have been duly performed or complied with by Seller prior to or at such time or waived in writing by Purchaser.

(g) No event shall have occurred or condition shall exist which would, upon the Closing Date, or, upon the giving of notice and/or passage of time, constitute a breach or default hereunder or under any other Transaction Document, or any other agreements between Purchaser and the Seller.

(h) Seller shall have caused all leases and, unless otherwise agreed to in writing by Purchaser, all subleases of any or all of the Property and any other documents affecting the Property existing at Closing, at Purchaser's sole option, to be cancelled as of the Closing Date.

Upon the fulfillment or Purchaser's written waiver of all of the above conditions, Purchaser shall deposit funds necessary to close this Transaction with the Title Company and this Transaction shall close in accordance with the terms and conditions of this Agreement. Unless otherwise agreed, all of the documents to be delivered at Closing shall be dated as of the Closing Date.

Section 5.02. Seller's Conditions Precedent to Closing. Seller shall not be obligated to close the Transaction until the fulfillment (or written waiver by Seller) of all of the following conditions:

(a) Purchaser and Seller shall have completed all transactions contemplated by the Asset Purchase Agreement.

(b) Purchaser shall have delivered the Purchase Price including the down payment duly executed and Purchaser's Note and the Closing Cash, pursuant to the requirements of this Agreement;

(c) Purchaser shall have delivered the Mortgage duly executed;

(d) Purchaser shall have caused to be executed and delivered to the appropriate Persons fully executed originals of all Transaction Documents, including without limitation, the Purchaser's Note, the Mortgage, and the Assignment of Warranties;

(e) Purchaser shall have delivered to Seller such other further documents as may reasonably be required in order to fully and legally close this Transaction;

(f) All covenants, agreements and conditions required to be performed or complied with by Purchaser prior to or at the time of Closing in connection with the Transaction shall have been duly performed or complied with by Purchaser or waived in writing by Seller prior to or at such time.

ARTICLE VI DEFAULTS; REMEDIES

Section 6.01. Default. Each of the following shall be deemed an event of default (each, an "Event of Default"):

(a) If any representation or warranty of Seller or Purchaser set forth in this Agreement or any other Transaction Document is false in any material respect or if Seller or Purchaser renders any false statement;

(b) If Seller or Purchaser fails to perform any of its obligations under this Agreement; or

(c) If any Insolvency Event shall occur with respect to Seller or Purchaser.

Section 6.02. Remedies. In the event of any Event of Default, the non-defaulting party shall be entitled to exercise, at its option and as its sole and exclusive remedy, one of the following remedies:

(a) Notwithstanding Section 6.02(b), if Purchaser is the defaulting party, before or after Closing is completed, Seller may elect to receive from the Escrow Agent as liquidated damages an amount equal to the Closing Cash plus a proportionate amount of the income earned in the amounts held in the Escrow Agreement through the date of such demand. If Purchaser is the defaulting party after Closing is completed, Seller may exercise all additional remedies available for breach of contract, including any remedies set forth in the Purchaser Note and the Mortgage.

(b) In addition to any other remedy available to a party at law or in equity, the non-defaulting party may terminate this Agreement by giving written notice to the defaulting party and recover from the defaulting party all reasonable and verified out-of-pocket costs and expenses incurred by the non-defaulting party hereunder (including without limitation, the Transaction costs, any other due diligence costs, and the reasonable and verified fees and costs of legal counsel or other advisors), in which case neither party shall have any further obligation or liability, except for the obligations set forth herein (including without limitation, those set forth in this Section 6.02(a) and in Sections 1.04, 7.05 and 7.06 hereof), the provisions which are expressly stated to survive termination of this Agreement; or

(c) The non-defaulting party may waive the Event of Default and proceed with the Closing.

ARTICLE VII MISCELLANEOUS

Section 7.01. Transaction Characterization.

(a) The parties intend that the conveyance of the Property to Purchaser be an absolute conveyance in effect as well as form. After the execution and delivery of the Deed, Seller will have no legal or equitable interest or any other claim or interest in the Property except as set forth in the Mortgage. Neither party shall contest the validity, enforceability or characterization of the sale and purchase of the Property by Purchaser pursuant to this Agreement as an absolute conveyance, and both parties shall support the intent expressed herein that the purchase of the Property by Purchaser pursuant to this Agreement provides for an absolute conveyance.

(b) Each of the parties hereto agrees that it will not, nor will it permit any Affiliate to, at any time, take any action or fail to take any action with respect to the preparation or filing of any statement or disclosure to Governmental Authority, including without limitation, any income tax return (including an amended income tax return), to the extent that such action or such failure to take action would be inconsistent with the intention of the parties expressed in this Section 7.01.

Section 7.02. Risk of Loss.

(a) **Condemnation.** If, prior to Closing, action is initiated to take any of the Property, or any portion thereof, by eminent domain proceedings or by deed in lieu thereof, Purchaser may elect at or prior to Closing, to (i) terminate this Agreement, in which event Seller and Purchaser shall be relieved and discharged of any further liability or obligation under this Agreement, except as otherwise expressly set forth herein (including without limitation, the payment of Transaction costs and the other expenses as set forth in Section 1.04) or (ii) proceed to close, in which event all of Seller's assignable right, title and interest in and to the award of the condemning authority shall be assigned to Purchaser at the Closing and there shall be no reduction in the Purchase Price.

(b) **Casualty.** Seller assumes all risks and liability for damage to or injury occurring to the Property by fire, storm, accident, or any other casualty or cause until the Closing has been consummated. If the Property, or any part thereof, suffer any damage prior to the Closing from fire or other casualty, which Seller, at its sole option, does not elect to fully repair, Purchaser may elect at or prior to Closing, to (i) terminate this Agreement, in which event Seller and Purchaser shall be relieved and discharged of any further liability or obligation under this Agreement, except as otherwise expressly set forth herein (including without limitation, the payment of Transaction costs and the other expenses as set forth in Section 1.04) or (ii) consummate the Closing, in which event all of Seller's right, title and interest in and to the proceeds of any insurance covering such damage (less an amount equal to any expense and costs reasonably incurred by Seller to repair or restore the Property, which shall be payable to Seller upon Seller's delivery to Purchaser of satisfactory evidence thereof), to the extent that the amount of such insurance does not exceed the Purchase Price, shall be assigned to Purchaser at Closing, and Purchaser shall be entitled to a credit in the amount of Seller's deductible at Closing.

(c) **Maintenance of Property and Insurance.** From the Effective Date until Closing, Seller shall continue to maintain the Property or cause the Property to be maintained in good condition and repair, reasonable wear and tear excepted, and shall continue to maintain or cause to be maintained all insurance for the Property in the same or greater amounts, with the same or greater coverage, and subject to the same or lower deductibles as in existence as of the Effective Date.

Section 7.03. Notices. All notices, demands, designations, certificates, requests, offers, consents, approvals, appointments and other instruments given pursuant to this Agreement (collectively called "Notices") shall be in writing and given by (a) hand delivery, (b) express overnight delivery service, (c) email transmission, or (d) certified or registered mail, return receipt requested, and shall be deemed to have been delivered upon (i) receipt, if hand delivered, (ii) the next Business Day, if delivered by a reputable express overnight delivery service, (iii) receipt of confirmation of email, if delivered by email, or (iv) the third Business Day following the day of deposit of such notice with the United States Postal Service, if sent by certified or registered mail, return receipt requested. Notices shall be provided to the parties and addresses (or email addresses, as applicable) specified below:

If to Seller: Treier Realty, LP
112 Jackson Drive
Lancaster, PA 17603
Telephone: 216-433-7600
Facsimile: 216-265-4615
Attn: Mr. Stephen P. Treier
Email: jtreier@jacktreier.com

With a copy to: Hartman Underhill & Brubaker, LLC
221 East Chestnut Street
Lancaster, PA 17602
Attention: Thomas W. Bergen, Esquire
Telephone: 717-299-2754
Facsimile: 717-299-3160
Email: tomb@hublaw.com

If to Purchaser: Property Leasing Mt. Joy, LLC
3927 Winchester Rd.
Memphis, TN 38118
Telephone:
Facsimile:
Attn: Michael Todd Watson
Email:

With a copy to: Armstrong Transfer & Storage, Co., Inc. /Armstrong Relocation Company
3927 Winchester Rd.
Memphis, TN 38118
Attn: Robert Ratton
Telephone:
Facsimile:
Email:

Farris Bobango PLC
999 S. Shady Grove Road, Suite 500
Memphis, TN 38120
Attention: John A. Bobango, Esq.
Telephone: 901-259-7120
Facsimile: 901-259-7180
Email: jab@farris-law.com

or to such other address or such other Person as either party may from time to time hereafter specify to the other party in a notice delivered in the manner provided above. Whenever in this Agreement the giving of Notice is required, the giving thereof may be waived in writing at any time by the Person or Persons entitled to receive such Notice.

A copy of any Notice delivered pursuant to this Section shall also contemporaneously be delivered in the manner herein specified to any mortgagee or assignee of Purchaser's interest which shall have duly notified Seller in writing of its name and address.

Section 7.04. No Warranties. IT IS UNDERSTOOD THAT PURCHASER HAS AN OPPORTUNITY TO INSPECT THE PROPERTY AND HAS AGREED TO PURCHASE THE PROPERTY AS A RESULT OF SUCH INSPECTION AND NOT BECAUSE OF OR IN RELIANCE UPON ANY REPRESENTATION OR WARRANTY NOT INCLUDED HEREIN, WHETHER MADE BY SELLER OR ANY OTHER OFFICER, PARTNER, OR EMPLOYEE OR SELLER, OR BY AN AGENT, IF ANY, OF SELLER OR PURCHASER OR BOTH. PURCHASER AS AGREED TO PURCHASE THE PROPERTY "AS IS" IN ITS PRESENT CONDITION WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION THEREOF, UNLESS OTHERWISE SPECIFIED HEREIN, AND ALL WARRANTIES INCLUDING, WITHOUT LIMITATION, WARRANTIES OF HABITABILITY, MERCHANTABILITY AND FITNESS FOR PURCHASER'S INTENDED USE ARE HEREBY FOREVER WAIVED AND DISCLAIMED. PURCHASER HAS AGREED TO THE RELEASE AS SET FORTH IN IN THE "RELEASE" IN SECTION 10.5 BELOW.

Section 7.05. Integrated Transaction. The parties acknowledge that this Agreement and the Asset Purchase Agreement, together with their associated agreement and contracts, are parts of an integrated transaction for the sale of the Property and the assets of the Asset Purchase Agreement "Business" as defined in the Asset Purchase Agreement, and agree that any breach of or default under this Agreement or any contract or agreement executed in connection herewith, including but not limited to Purchaser's Note and the Mortgage, will constitute a default under the Asset Purchase Agreement and any default under the Asset Purchase Agreement or any contract or agreement executed in connection therewith will constitute a breach of or default under this Agreement.

Section 7.06. Assignment. Purchaser may assign its rights under this Agreement in whole or in part to an Affiliate of Purchaser, which such assignment shall be effective as of the Closing Date. Upon any unconditional assignment of Purchaser's entire right and interest hereunder to an Affiliate of Purchaser (effective as of the Closing Date), Purchaser shall be automatically relieved, from and after the Closing Date, of liability for the performance of any post-Closing obligation of Purchaser contained herein. Seller shall not, without the prior written consent of Purchaser, which consent may be withheld in Purchaser's sole discretion, sell, assign, transfer, mortgage, convey, encumber or grant any easements or other rights or interests of any kind in the Property, any of Seller's rights under this Agreement or any interest in Seller, whether voluntarily, involuntarily or by operation of law or otherwise, including, without limitation, by merger, consolidation, dissolution or otherwise.

Section 7.07. Indemnity.

(a) Seller shall indemnify, defend and hold harmless Purchaser and its Affiliates, and their respective officers, directors, shareholders, managers, members, employees, representatives, successors and assigns, as applicable (collectively, the "Indemnified Parties"), from and against any and all Losses of any nature arising from or connected with (i) breach of any of the representations, warranties, covenants,

agreements or obligations of Seller set forth in this Agreement, and (ii) the ownership and operation of the Property prior to the Closing Date. Without limiting the generality of the foregoing, such indemnity shall include, without limitation, any Losses incurred with respect to any engineering, governmental inspection and attorneys' fees and expenses that the Indemnified Parties may incur by reason of any environmental condition and/or any representation or warranty set forth in Section 4.01(n) being false, or by reason of any investigation or claim of any Governmental Authority in connection therewith. The obligations under this Section 7.06(a) shall survive Closing. In no event shall Seller be liable to the Indemnified Parties for any indirect, special, or consequential damages suffered by the Indemnified Parties from whatever cause.

(b) Purchaser shall indemnify, defend and hold harmless Seller and its Affiliates, and their respective officers, directors, shareholders, managers, members, employees, representatives, successors and assigns, as applicable (collectively, the "Seller Indemnified Parties") from and against any and all Losses of any nature arising from or connected with (i) breach of any of the representations, warranties, covenants, agreements or obligations of Purchaser set forth in this Agreement, (ii) the ownership of the Property following the Closing Date, and (iii) the Inspections. The obligations under this Section 7.06(b) shall survive Closing. In no event shall Purchaser be liable to the Seller Indemnified Parties for any indirect, special, or consequential damages suffered by the Seller Indemnified Parties from whatever cause.

Section 7.08. Brokerage Commission. Each of the parties represents and warrants to the other that neither party has dealt with, negotiated through or communicated with any broker in connection with this Transaction. Each party shall indemnify, defend and hold harmless the other party from and against any and all claims, loss, costs and expenses, including reasonable attorneys' fees, resulting from any claims that may be made against the indemnified party by any broker claiming a commission or fee by, through or under such indemnifying party. The parties' respective obligations under this Section 7.06 shall survive Closing or termination of this Agreement.

Section 7.09. Reporting Requirements. The parties agree to comply with any and all reporting requirements applicable to the Transaction which are set forth in any law, statute, ordinance, rule, regulation, order or determination of any Governmental Authority, and further agree upon request, to furnish the other party with evidence of such compliance.

Section 7.10. Disclosures. Except as expressly set forth in Sections 7.07 and 7.16 and this Section 7.08 and as required by law or judicial action, prior to Closing neither Seller nor Purchaser will make any public disclosure of this Agreement or the other Transaction Documents, Seller Documents, the Transaction or the provisions of the Transaction Documents without the prior consent of the other party hereto.

Section 7.11. Time is of the Essence. The parties hereto expressly agree that time is of the essence with respect to this Agreement.

Section 7.12. Non-Business Days. If the Closing Date or the date for delivery of a notice or performance of some other obligation of a party falls on a Saturday, Sunday or legal holiday in the state in which any Property is located, then the Closing Date or such notice or performance shall be postponed until the next Business Day.

Section 7.13. Waiver and Amendment. No provision of this Agreement shall be deemed waived or amended except by a written instrument unambiguously setting forth the matter waived or amended and signed by the party against which enforcement of such waiver or amendment is sought. Waiver of any matter shall not be deemed a waiver of the same or any other matter on any future occasion.

Section 7.14. Limitation on Liability. Notwithstanding anything to the contrary provided in this Agreement, it is specifically understood and agreed, such agreement being a primary consideration for the execution of this Agreement, that (a) there shall be absolutely no personal liability on the part of any director, officer, manager, member, individual partner, employee or agent of Purchaser or Seller with respect to any of the terms, covenants and conditions of this Agreement, (b) Seller and Purchaser each waives all claims, demands and causes of action against the other party's directors, officers, managers, members, employees and agents in the event of any breach by Purchaser or Seller, respectively, of any of the terms, covenants and conditions of this Agreement, and (c) Seller and Purchaser shall each look solely to the assets of the other party for the satisfaction of each and every remedy in the event of any breach of any of the terms, covenants and conditions of this Agreement, such exculpation of liability to be absolute and without any exception whatsoever.

Section 7.15. Headings; Internal References. The headings of the various sections and exhibits of this Agreement have been inserted for reference only and shall not to any extent have the effect of modifying the express terms and provisions of this Agreement. Unless stated to the contrary, any references to any section, subsection, exhibit and the like contained herein are to the respective section, subsection, exhibit and the like of this Agreement.

Section 7.16. Construction Generally. This is an agreement between parties who are experienced in sophisticated and complex matters similar to the Transaction and the other Transaction Documents, is entered into by both parties in reliance upon the economic and legal bargains contained herein and therein, and shall be interpreted and construed in a fair and impartial manner without regard to such factors as the party which prepared the instrument, the relative bargaining powers of the parties or the domicile of any party. Seller and Purchaser were each represented by legal counsel competent in advising them of their obligations and liabilities hereunder.

Section 7.17. Further Assurances. Each of the parties agrees, whenever and as often as reasonably requested so to do by the other party or the Title Company, to execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, any and all such further conveyances, assignments, confirmations, satisfactions, releases, instruments, or other documents as may be necessary, expedient or proper, in order to complete any and all conveyances, transfers, sales and assignments herein provided and to do any and all other acts and to execute, acknowledge and deliver any and all documents as so requested in order to carry out the intent and purpose of this Agreement.

Section 7.18. Attorneys' Fees. In the event of any controversy, claim, dispute or proceeding between the parties concerning this Agreement, the prevailing party shall be entitled to recover all of its reasonable attorneys' fees and other costs in addition to any other relief to which it may be entitled.

Section 7.19. Entire Agreement. This Agreement and all other Transaction Documents, and all other certificates, instruments or agreements to be delivered hereunder and thereunder constitute the entire agreement between the parties with respect to the subject matter hereof, and there are no other representations, warranties or agreements, written or oral, between Seller and Purchaser with respect to the subject matter of this Agreement. Notwithstanding anything in this Agreement to the contrary, upon the execution and delivery of this Agreement by Seller and Purchaser, (a) this Agreement shall supersede any previous discussions, letters of intent, agreements and/or term or commitment letters relating to the Transaction, including without limitation, the Letter of Intent, (b) the terms and conditions of this Agreement shall control notwithstanding that such terms are inconsistent with or vary from those set forth in any of the foregoing agreements, and (c) this Agreement may only be amended by a written agreement executed by Purchaser and Seller. The provisions of this Section shall survive the Closing.

Section 7.20. Forum Selection; Jurisdiction; Venue. For purposes of any action or proceeding arising out of this Agreement, the parties hereto expressly submit to the jurisdiction of all federal and state courts located in the state or states in which the Real Property located.

Section 7.21. Separability; Binding Effect; Governing Law. Each provision hereof shall be separate and independent, and the breach of any provision by Purchaser shall not discharge or relieve Seller from any of its obligations hereunder. Each provision hereof shall be valid and shall be enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any Person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to Persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby. Subject to the provisions of Section 7.04, all provisions contained in this Agreement shall be binding upon, inure to the benefit of and be enforceable by the successors and assigns of each party hereto, including, without limitation, any United States trustee, any debtor-in-possession or any trustee appointed from a private panel, in each case to the same extent as if each successor and assign were named as a party hereto. This Agreement shall be governed by, and construed with, the laws of the applicable state or states in which the Property are located, without giving effect to any state's conflict of laws principles.

Section 7.22. Survival. Except for the conditions of Closing set forth in Article V, which shall be satisfied or waived in writing as of the Closing Date, all representations, warranties, agreements, obligations and indemnities of Seller and Purchaser set forth in this Agreement shall survive the Closing.

Section 7.23. Waiver of Jury Trial and Certain Damages. THE PARTIES HERETO SHALL AND THEY HEREBY DO INTENTIONALLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT AND/OR ANY CLAIM OR INJURY OR DAMAGE RELATED THERETO. SELLER FURTHER WAIVES THE RIGHT IT MAY HAVE TO SEEK PUNITIVE, CONSEQUENTIAL, SPECIAL AND INDIRECT DAMAGES FROM PURCHASER IN ANY ACTION, PROCEEDING OR COUNTERCLAIM WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND/OR ANY DOCUMENT CONTEMPLATED HEREIN OR RELATED HERETO.

Section 7.24. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all such counterparts shall be deemed to constitute one and the same instrument.

[Remainder of page intentionally left blank; signature page(s) to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first set forth above.

PURCHASER:

PROPERTY LEASING MT. JOY, LLC, a
Pennsylvania limited liability company

By: _____

Name: _____

Title: _____

SELLER:

TREIER REALTY LP,
a Pennsylvania limited partnership

By: _____

Name: _____

Title: _____

Exhibits:

- A: Defined Terms
- B: Legal Descriptions / Property Addresses
- C: Purchaser Note
- D: Assignment of Warranties
- E Non-Foreign Seller Certificate
- F. Mortgage
- G. Escrow Agreement
- H. Asset Purchase Agreement

EXHIBIT A
DEFINED TERMS

The following terms shall have the following meanings for all purposes of this Agreement:

"Additional Title Objection" has the meaning set forth in Section 2.01(b)(ii).

"Affiliate" or any derivation thereof, means any Person which directly or indirectly controls, is under common control with, or is controlled by any other Person. For purposes of this definition, "controls", "under common control with" and "controlled by" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or otherwise.

"Assignment of Warranties" has the meaning set forth in Section 5.01(b)(iii).

"Bulk Sales Statutes" has the meaning set forth in Section 4.01(q).

"Business" means the operations and business of Jack Treier, Inc. and uses incidental thereto.

"Business Day" means any day, other than a Saturday, Sunday or a day on which banks located in Lancaster, Pennsylvania or Memphis, Tennessee shall be authorized or required by Law to close.

"Closing" shall have the meaning set forth in Section 3.01.

"Closing Date" shall have the meaning set forth in Section 3.01.

"Closing Deadline" means five (5) Business Days following the expiration of the Inspection Period or any other date mutually agreed upon by Seller and Purchaser.

"Deed" means the special warranty deeds whereby Seller conveys to Purchaser all of Seller's right, title and interest in and to the Property, free and clear of all Liens, restrictions, encroachments and easements, except the Permitted Encumbrances.

"Effective Date" shall have the meaning set forth in the introductory paragraph of this Agreement.

"Environmental Liens" means all liens and other encumbrances imposed pursuant to any Hazardous Materials Law.

"Environmental Report" has the meaning set forth in Section 2.04.

"Escrow Agent" means Farris Bobango Branan, PLC.

"Event of Default" has the meaning set forth in Section 6.01.

"Governmental Authority" means the United States of America, any state or other political subdivision thereof, any other entity exercising executive, judicial, regulatory or administrative functions of or pertaining to government and any corporation or other entity owned or controlled (through stock or capital ownership or otherwise) by any of the foregoing.

"Hazardous Materials" includes: (a) oil, petroleum products, flammable substances, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other materials, contaminants or pollutants, the presence of which causes the Property to be in violation of any local, state or federal law or regulation, (including without limitation, any Hazardous Materials Law), or are defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "toxic substances", "contaminants", "pollutants", or words of similar import under any applicable local, state or federal law or under the regulations adopted, orders issued, or publications promulgated pursuant thereto, including, but not limited to: (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, *et seq.*; (ii) the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §1801, *et seq.*; (iii) the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901, *et seq.*; and (iv) regulations adopted and publications promulgated pursuant to the aforesaid laws; (b) asbestos in any form which is friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of fifty (50) parts per million; (c) underground storage tanks; and (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any Governmental Authority.

"Hazardous Materials Laws" includes any and all federal, state and local laws, rules, regulations, statutes, and requirements pertaining or relating to the environmental condition of the Property or to Hazardous Materials.

"Indemnified Parties" has the meaning set forth in Section 7.07.

"Insolvency Event" means (a) a Person's (i) failure to generally pay its debts as such debts become due; (ii) admitting in writing its inability to pay its debts generally; or (iii) making a general assignment for the benefit of creditors; (b) any proceeding being instituted by or against any Person (i) seeking to adjudicate it a bankrupt or insolvent; (ii) seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency, or reorganization or relief of debtors; or (iii) seeking the entry of an order for relief or the appointment of a receiver, trustee, or other similar official for it or for any substantial part of its property, and in the case of any such proceeding instituted against any such Person, either such proceeding shall remain undismissed for a period of 120 days or any of the actions sought in such proceeding shall occur; or (c) any Person taking any corporate or other formal action to authorize any of the actions set forth above in this definition.

"Inspection Period" has the meaning set forth in Section 2.05.

"Inspections" has the meaning set forth in Section 2.05.

"Legal Requirements" has the meaning set forth in Section 4.01(e).

"Letter of Intent" means that certain Letter of Intent dated September 25, 2014 between Armstrong Transfer & Storage Co., Inc./Armstrong Relocation Company on behalf of Purchaser, and Jack Treier, Inc., on behalf of Seller, with respect to the Transaction, and any amendments or supplements thereto.

"Lien" means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including without limitation, any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the

foregoing, and the filing of any financing statement under the Uniform Commercial Code or comparable law of any jurisdiction).

"Losses" means any and all claims, lawsuits, suits, liabilities (including, without limitation, strict liabilities), actions, proceedings, obligations, debts, damages, losses, costs, expenses, diminutions in value, fines, penalties, interest, charges, fees, expenses, judgments, decrees, awards, amounts paid in settlement and damages of whatever kind or nature (including, without limitation, attorneys' fees, court costs and costs incurred in the investigation, defense and settlement of claims).

"Non-Foreign Seller Certificate" has the meaning set forth in Section 5.01(b)(v).

"Notices" has the meaning set forth in Section 7.03.

"OFAC List" means the list of specially designated nationals and blocked Persons subject to financial sanctions that is maintained by the U.S. Treasury Department, Office of Foreign Assets Control and any other similar list maintained by the U.S. Treasury Department, Office of Foreign Assets Control pursuant to any Legal Requirements, including, without limitation, trade embargo, economic sanctions, or other prohibitions imposed by Executive Order of the President of the United States. The OFAC List currently is accessible through the internet website www.treas.gov/ofac/t11sdn.pdf.

"Permitted Amounts" means, with respect to any given level of Hazardous Materials or Regulated Substances, that level or quantity of Hazardous Materials or Regulated Substances in any form or combination of forms, the use, storage or release of which does not constitute a violation of or require regulation under any Hazardous Materials Laws and is customarily employed in the ordinary course of business of, or associated with, similar businesses located in the state or states in which the Property are located.

"Permitted Encumbrances" means (a) the lien of any real estate taxes, water and sewer charges, not yet due and payable; (b) those recorded easements, restrictions, liens and encumbrances set forth as exceptions in the Title Commitment and in the Title Policy to be issued by Title Company to Purchaser and approved by Purchaser in its sole discretion in connection with this Agreement; and (c) the Lease Agreement.

"Person" means any natural person, firm, corporation, partnership, limited liability company, other entity, state, political subdivision of any state, the United States of America, any agency or instrumentality of the United States of America, any other public body or other organization or association.

"Property" or *"Property"* has the meaning set forth in Section 1.01.

"Purchase Price" means the amount specified in Section 1.02.

"Real Property" has the meaning set forth in Section 1.01.

"Regulated Substances" means "petroleum" and "petroleum-based substances" or any similar terms described or defined in any Hazardous Materials Laws and any applicable federal, state, county or local laws applicable to or regulating USTs.

"Seller Documents" has the meaning set forth in Section 2.02.

"Title Commitment" has the meaning set forth in Section 2.01(a).

"Title Company" means First American Title Insurance Company located [●], or an alternative title insurance company selected by Purchaser.

"Title Objection" has the meaning set forth in Section 2.01(b)(i).

"Title Policy" has the meaning set forth in Section 2.01(a).

"Transaction" has the meaning set forth in Section 1.01.

"Transaction Documents" means this Agreement, the Deed, the Non-Foreign Seller Certificate, the Assignment of Warranties, any and all documents referenced herein and therein, and such other documents, payments, instruments and certificates as are reasonably required by Purchaser and/or the Title Company.

"UST Regulations" means 40 C.F.R. § 298 Subpart H – Financial Responsibility, or any equivalent state law, with respect to petroleum underground storage tanks (as such term is defined under 40 C.F.R. § 290.12 or any equivalent state law).

"USTs" means any one or combination of tanks and associated product piping systems used in connection with storage, dispensing and general use of Regulated Substances.

"Zoning Evidence" has the meaning set forth in Section 2.03.

EXHIBIT B

LEGAL DESCRIPTION / PROPERTY ADDRESS

Street Address:

<u>Address</u>	<u>City</u>	<u>State</u>
1074 East Main Street	Mount Joy	PA

Legal Descriptions: To be provided by Seller or Title Company.

EXHIBIT D

NON-FOREIGN SELLER CERTIFICATE

COMMONWEALTH OF _____)
) ss:
COUNTY OF _____)

_____, being first duly sworn deposes and states under penalty of perjury:

1. That he/she is a _____ of _____,
a _____, the transferor of the Real Property described on Schedule I
attached hereto.
2. That the transferor's office address is at _____.
3. That the United States taxpayer identification number for the transferor is
_____.
4. That the transferor is not a "foreign person" as that term is defined in
Section 1445(f) of the United States Internal Revenue Code of 1986, as amended
(the "Code").
5. That the transferor is not a disregarded entity as defined in § 1.1445-2(b)(2)(iii)
of the regulations promulgated under the Code.

This affidavit is given to _____, a _____, the transferee of the
Real Property described in paragraph 1 above, for the purpose of establishing and documenting the
nonforeign affidavit exemption to the withholding requirement of Section 1445 of the Code. The
transferor understands that this affidavit may be disclosed to the Internal Revenue Service by the
transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

_____, a

By: **EXHIBIT - NOT FOR SIGNATURE** _____

Name: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 2015.

Notary Public: _____

(SEAL)

My Commission Expires: _____

**Schedule I
to Non-foreign Seller Certificate**

REAL PROPERTY

EXHIBIT E

ASSIGNMENT OF WARRANTIES

THIS ASSIGNMENT OF WARRANTIES (this "Assignment"), is made as of _____, 2015 by and between **TREIER REALTY LP**, a Pennsylvania limited partnership ("Assignor") and **PROPERTY LEASING MT. JOY, LLC**, a Pennsylvania limited liability company ("Assignee").

PRELIMINARY STATEMENTS

WHEREAS, pursuant to the terms of that certain Purchase and Sale Agreement, dated as of January 1, 2015, by and between Assignor and Assignee (the "Purchase Agreement"), Assignor agreed to sell to Assignee, *inter alia*, certain real property, the improvements located thereon and certain rights appurtenant thereto, all as more particularly described in the Purchase Agreement (collectively, the "Property"). Initially capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement; and

WHEREAS, the Purchase Agreement provides, *inter alia*, that Assignor shall assign to Assignee all of Assignor's rights to all guaranties and warranties relating to the Property and that Assignor and Assignee shall enter into this Assignment.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. **Assignment of Warranties.** Assignor hereby assigns, sets over and transfers to Assignee all of Assignor's right, title and interest in, to and under any and all guaranties and warranties in effect with respect to all or any portion of the Property as of the date hereof, if and only to the extent the same may be assigned or quitclaimed by Assignor without expense to Assignor. Assignee hereby accepts the foregoing assignment of guaranties and warranties.

2. **Miscellaneous.** This Assignment and the obligations of the parties hereunder shall survive the closing of the transaction referred to in the Purchase Agreement and shall not be merged therein, shall be binding upon and inure to the benefit of the parties hereto, their respective legal representatives, successors and assigns and may not be modified or amended in any manner other than by a written agreement signed by the party to be charged therewith.

3. **Severability.** If any term or provision of this Assignment or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Assignment or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Assignment shall be valid and enforced to the fullest extent permitted by law.

4. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first set forth hereinabove.

ASSIGNOR:

TREIER REALTY LP, a Pennsylvania limited partnership

By: **EXHIBIT – NOT FOR SIGNATURE**

Name: _____

Title: _____

ASSIGNEE:

PROPERTY LEASING MT. JOY, LLC, a Pennsylvania limited liability company

By: **EXHIBIT – NOT FOR SIGNATURE**

Name: _____

Title: _____

EXHIBIT B

BILL OF SALE

THIS BILL OF SALE (this "Bill of Sale") is made, executed and delivered as of _____, by and between **Armstrong Relocation Company, Pennsylvania, LLC**, a limited liability company organized under the laws of Pennsylvania ("Purchaser") and **Jack Treier, Inc.**, a corporation organized under the laws of Pennsylvania (the "Seller") in accordance with the provisions of that certain Asset Purchase Agreement, dated January 1, 2015 (the "Purchase Agreement") by and among Seller, Purchaser, John P. Treier, Jr., Stephen P. Treier and Suzanne Treier.

Preliminary Statements

A. Seller and Purchaser have entered into the Purchase Agreement, and capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

B. Seller desires to sell, transfer, convey and deliver to Purchaser all of Seller's right, title and interest in and to all tangible and intangible assets constituting the Purchased Assets, as set forth in the Purchase Agreement (other than the Excluded Assets)(the "Assets").

NOW, THEREFORE, for and in consideration of the foregoing premises and other good and valuable considerations, the receipt and sufficiency of all of which are forever acknowledged and agreed, the Seller, intending to be legally bound, agrees as follows:

1. Assets. Seller hereby sells, transfers, conveys, and delivers the Assets to Purchaser, and its successors and assigns forever subject to no mortgage, lien, pledge, security interest, conditional sales agreement, right of first refusal, option, restriction, liability, encumbrance or charge created by, through or under Seller or any affiliate thereof, other than as set forth in the Purchase Agreement.

2. Excluded Assets. Notwithstanding anything herein to the contrary, the items excluded from the Assets pursuant to Section 2.2 of the Purchase Agreement shall be retained by Seller and shall not be conveyed to Purchaser.

3. Further Assurances. Seller agrees to execute such other, further and different documents and perform such other, further and different acts as may be reasonably necessary or desirable to carry out the intent and purpose of this Bill of Sale and agrees to warrant and defend all challenges to Purchaser's right, title and interest in the Assets against all persons whatsoever.

4. Section Headings. The Section headings contained in this Bill of Sale are for reference purposes only and shall not affect the interpretation of this Bill of Sale.

5. Choice of Law. The parties agree that this Bill of Sale shall be governed by and construed in accordance with the laws of the State of Pennsylvania applicable therein, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this Bill of Sale to the laws of another jurisdiction.

6. Counterparts; Facsimile Signatures. This Bill of Sale may be executed in several counterparts, by one or more of the undersigned and all such counterparts so executed shall together be deemed and constitute one final agreement, as if one document had been signed by all parties hereto; and each such counterpart shall be deemed an original, binding on the parties subscribed hereto and multiple signature pages affixed to a single copy of this Bill of Sale shall be deemed to be a fully executed original Bill of Sale. Signatures of the parties transmitted by facsimile or electronic mail shall be deemed to be original signatures for any purpose whatsoever.

7. Entire Agreement. This Bill of Sale, together with the Purchase Agreement, contains the entire agreement between the parties hereto regarding the subject matter hereof. In the event of any conflict or inconsistency in the terms of this Bill of Sale and the Purchase Agreement, the Purchase Agreement shall in all cases govern and control.

8. No Third-Party Beneficiaries. This Bill of Sale is for the sole and exclusive benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein is intended or shall be construed to confer upon any person other than the parties hereto and their respective successors and permitted assigns any rights, remedies or claims under, or by any reason of, this Bill of Sale or any term, covenant or condition hereof. Neither this Bill of Sale, nor any of the rights, interests or obligations hereunder, may be assigned, in whole or in part, by operation of law or otherwise, by any party without the prior written consent of the other party hereto. Any such assignment that is not consented to shall be null and void.

9. Remedies. The parties' remedies with respect to any claim arising from a breach of this Bill of Sale shall be as set forth in the Purchase Agreement.

10. Power of Attorney. Seller hereby constitutes and appoints Purchaser, its successors and assigns, as Seller's true and lawful attorney, with full power of substitution, in Seller's name and stead, but on behalf and for the benefit of Purchaser, its successors and assigns, to demand and receive any and all of the Assets, and to give receipts and releases for them respecting the same, and any part thereof, and from time to time to institute and prosecute in Seller's name, or otherwise, at the expense and for the benefit of Purchaser, its successors and assigns, without any obligations, however, to do so, any and all proceedings at law or in equity or otherwise, which Purchaser, its successors and assigns, think proper for the collection or reduction to possession of any of the Assets or for the collection and enforcement of any claim or right of any kind hereby contributed, conveyed, transferred and delivered, or intended so to be, and to do all acts and things in relation to the Assets which Purchaser, its successors or assigns, shall deem desirable, Seller hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by Seller or by its dissolution or in any manner or for any reason whatsoever.

[Remainder of page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale as of the date first written above.

PURCHASER:

Armstrong Relocation Company, Pennsylvania, LLC

By: _____

Name:

Title:

SELLER:

Jack Treier, Inc.

By: _____

Name:

Title:

STATE OF
COUNTY OF

)
)

Before me, the undersigned, of the state and county mentioned, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the authorized officer of **Armstrong Relocation Company, Pennsylvania, LLC**, the within named Purchaser, a limited liability company, and that, as such authorized officers, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the limited liability company.

Witness my hand and seal this ____ day of _____, 201__.

Notary Public

My Commission Expires:

STATE OF TENNESSEE
COUNTY OF SHELBY

)
)

Before me, the undersigned, of the state and county mentioned, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the authorized officer of **Jack Treier, Inc.**, the within named Seller, a corporation, and that, as such authorized officer, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation.

Witness my hand and seal this ____ day of _____, 201__.

Notary Public

My Commission Expires:

EXHIBIT C

ASSET PURCHASE NOTE

\$685,000.00

Lancaster, Pennsylvania
Dated: _____, 2015

FOR VALUE RECEIVED, ARMSTRONG RELOCATION COMPANY, PENNSYLVANIA, LLC, a Pennsylvania limited liability company ("Maker"), promises to pay to the order of JACK TREIER, INC., a Pennsylvania corporation, its successors or assigns ("Payee"), the principal sum of Six Hundred Eighty-Five Thousand 00/100 (\$685,000.00) in lawful money of the United States of America, together with interest on the unpaid principal balance as provided in this Note as consideration for the sale of substantially all the assets of Payee.

(a) Interest at the rate of four and 28/100ths percent (4.28%) per annum shall be payable during the term of this Note, provided, however, that upon the occurrence of an Event of Default, such interest rate shall increase by two percent (2%) and all periodic payments shall adjust accordingly so as to fully amortize the remaining principal balance by the date set forth in paragraph (d) below.

(b) Interest and principal shall be due and payable in equal, successive quarterly installments of Twenty-One Thousand One Hundred Forty and 45/100 Dollars (\$21,140.45), as set forth in the Amortization Schedule attached hereto as Exhibit A, commencing three (3) months from the Closing and continuing each quarter thereafter until this Note and all accrued interest are paid in full.

(c) All amounts due pursuant to this Note shall be payable to Payee at 112 Jackson Drive, Lancaster, Pennsylvania 17603, or at such other place as Payee may from time to time designate in writing.

(d) Notwithstanding any other provision of this Note, all amounts owing hereunder shall be due and payable in full by the date ten (10) years after the date hereof.

(e) The rate of interest provided for in this Note shall continue to apply to the debt evidenced by this Note notwithstanding the entry of judgment on this Note.

(f) All payments pursuant to this Note shall be applied first to costs of enforcement and collection, then to late payment penalties, then to accrued interest and the balance to principal.

(g) Maker shall have the privilege of paying the indebtedness evidenced by this Note in full or in part at any time and from time to time without the payment of penalty or unearned interest; provided, however, that no prepayment shall abate, postpone or interrupt the obligation to make periodic payments pursuant to subparagraphs (a) and (b) above or alter the amount of such payments until all accrued interest, principal and other accounts due hereunder are paid in full.

Maker shall pay to Payee a late charge equal to ten percent (10%) of any payment not received by Payee within fifteen (15) days after the payment is due. Except as specifically otherwise permitted or required in that certain Asset Purchase Agreement between Maker and

Payee dated January 1, 2015 (the "APA"), all amounts payable pursuant to this Note shall be paid without deduction or set-off.

The occurrence of any of the following events shall constitute an "Event of Default":

i) The nonpayment of any amount payable under this Note on the date such payment is due where such nonpayment remains uncured for ten (10) days after written notice of such nonpayment is given to Maker by Payee (provided that no such notice shall be required after the third such failure, the fourth and any later such failure constituting an immediate default); or

ii) Maker's failure to perform any other material obligation of Maker under this Note or any material obligation under any other contract or agreement between Maker and Payee executed in connection with Maker's purchase of substantially all of Payee's assets, (including, without limitation, that certain Real Estate Purchase and Sale Agreement between Treier Realty, LP and Property Leasing Mt. Joy, LLC, dated January 1, 2015 and the APA).

If any default is curable, it may be cured (and no Event of Default will have occurred) if Maker after receiving notice from Payee demanding cure of such default, cures the default within thirty (30) days.

Upon the occurrence of an Event of Default as set forth in this Note, the entire unpaid balance of principal, together with accrued interest thereon, shall become immediately due and payable without presentment, demand, protest or notice of any kind.

UPON THE OCCURRENCE OF AN EVENT OF DEFAULT, MAKER IRREVOCABLY AUTHORIZES AND EMPOWERS THE PROTHONOTARY OR ANY ATTORNEY TO APPEAR AT ANY TIME FOR MAKER IN ANY ACTION BROUGHT AGAINST MAKER ON THIS NOTE, WITH OR WITHOUT DECLARATION FILED, AS OF ANY TERM, AND THEREIN TO CONFESS AND ENTER JUDGMENT AGAINST MAKER FOR THE ENTIRE UNPAID PRINCIPAL OF THIS NOTE AND ALL OTHER SUMS PAYABLE PURSUANT TO THE TERMS OF THIS NOTE AND ALL ARREARAGES OF INTEREST DUE PURSUANT TO THIS NOTE, TOGETHER WITH COSTS OF SUIT AND REASONABLE ATTORNEY'S COMMISSION FOR COLLECTION FOR PURPOSES OF ENTERING AND CONFESSING JUDGMENT AGAINST MAKER, THIS NOTE OR A COPY OF THIS NOTE VERIFIED BY AFFIDAVIT SHALL BE A SUFFICIENT WARRANT. THE AUTHORITY GRANTED TO CONFESS AND ENTER JUDGMENT SHALL NOT BE EXHAUSTED BY ANY EXERCISE BUT SHALL CONTINUE AND REMAIN IN EFFECT UNTIL PAYMENT IN FULL OF ALL AMOUNTS DUE PURSUANT TO THIS NOTE.

MAKER, BEING FULLY AWARE OF THE RIGHT TO NOTICE AND A HEARING CONCERNING THE VALIDITY OF ANY AND ALL CLAIMS THAT MAY BE ASSERTED AGAINST MAKER BY PAYEE BEFORE A JUDGMENT CAN BE ENTERED HEREUNDER OR BEFORE EXECUTION MAY BE LEVIED ON SUCH JUDGMENT AGAINST ANY AND ALL PROPERTY OF MAKER, HEREBY WAIVES THESE RIGHTS AND AGREES AND CONSENTS TO JUDGMENT BEING ENTERED BY CONFESSION IN ACCORDANCE WITH THE TERMS HEREOF AND EXECUTION BEING LEVIED ON SUCH JUDGMENT AGAINST ANY AND ALL PROPERTY OF MAKER, IN EACH CASE

WITHOUT FIRST GIVING NOTICE AND THE OPPORTUNITY TO BE HEARD ON THE VALIDITY OF THE CLAIM OR CLAIMS UPON WHICH SUCH JUDGMENT IS ENTERED.

In the event Payee takes any legal action (i) to collect any amounts due pursuant to this Note or (ii) to protect Payee's rights pursuant to this Note, Maker shall pay, in addition to all other amounts due pursuant to this Note, all costs and expenses incurred by Payee, including reasonable attorney's fees.

The remedies of Payee at law or at equity or as provided in this Note or in any instrument given in connection with this Note (a) shall be cumulative and concurrent and (b) may be pursued singly, successively or together at the sole discretion of Payee and (c) may be exercised as often as occasion therefor shall occur.

Maker waives and releases (a) all errors, defects and imperfections in any proceedings instituted by Payee under the terms of this Note and (b) all benefit that might accrue to Maker by virtue of any present or future laws (i) exempting any property, real or personal, or any part of the proceeds arising from any sale of any such property, from attachment, levy, or sale under execution or (ii) providing for any stay of execution, exemption from civil process or extension of time for payment; and Maker agrees that any real estate that may be levied upon pursuant to a judgment obtained pursuant to this Note, on any writ of execution issued thereon, may be sold upon any such writ in whole or in part and in any order desired by Payee.

Maker and all endorsers, sureties and guarantors of this Note jointly and severally (a) waive presentment for payment, demand, notice of demand, notice of nonpayment or dishonor, protest and notice of protest of this Note, and all other notices in connection with the delivery, acceptance, performance, default or enforcement of the payment of this Note and (b) agree that the liability of each of them (i) shall be unconditional, without regard to the liability of Maker or of any other of them and (ii) shall not be affected in any manner by any indulgence, extension of time, renewal, waiver or modification granted or consented to by Payee. Maker and all endorsers, sureties and guarantors consent (c) to all extensions of time, renewals, waivers, or modifications that may be granted by Payee with respect to the provisions of this Note and (d) to the release of any collateral held by Payee as security for payment of the indebtedness evidenced by this Note. Maker and all endorsers, sureties and guarantors of this Note each agree that additional Makers, endorsers, guarantors or sureties may become parties to or guarantee, endorse or become surety for payment of amounts due pursuant to this Note without notice and without affecting the liability of Maker or any endorser, surety or guarantor of this Note.

Payee shall not be deemed, by any act or omission or by any failure to exercise any right or remedy, to have waived or released any of Payee's rights or remedies pursuant to this Note unless such waiver or release is in writing and signed by Payee; and any such waiver or release shall be effective only to the extent specifically set forth in such writing. A waiver or release as to any event shall not be construed as continuing or as a waiver or release of any right or remedy as to a subsequent event.

Any notice to a party shall be given by mailing such notice by certified or registered mail, return receipt requested, or by any other nationally-recognized delivery service providing proof of delivery to the other party and shall be effective upon receipt by the addressee party.

This Note is given in connection with a commercial and business transaction and is not a consumer transaction within the meaning of the Pennsylvania Rules of Civil Procedure.

In the event that the rate of interest under any part of this Note shall be in violation of any law governing usury or the borrowing of money, such rate shall be deemed reduced to the highest lawful rate at the first time of violation.

This Note shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania other than its conflict of laws provisions that would require the application of the internal laws of another state. Whenever used in this Note, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders and the words "Payee" and "Maker" shall be deemed to include the respective personal representatives, successors and assigns of Payee and Maker.

IN WITNESS WHEREOF, Maker, intending this to be a sealed instrument and to be legally bound, has caused this Note to be duly executed and delivered to Payee the day and year first above written.

WITNESS:

ARMSTRONG RELOCATION COMPANY,
PENNSYLVANIA, LLC

By: _____
Name: _____
Title: _____

Guaranty

PROPERTY LEASING MT. JOY, LLC, a Pennsylvania limited liability company, the undersigned limited liability company (the "Guarantor") hereby unconditionally guarantees and becomes surety for the due performance, including (without limitation) the prompt and punctual payment when due, of all obligations and responsibilities of ARMSTRONG RELOCATION COMPANY, PENNSYLVANIA, LLC, the "Maker" under the foregoing Note. This Guaranty shall be binding upon the Guarantor and its successors and assigns.

WITNESS:

PROPERTY LEASING MT. JOY, LLC

By: _____
Name: _____
Title: _____

EXHIBIT D

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Agreement") is made, executed and delivered as of _____ (the "Effective Date"), by and among **Armstrong Relocation Company, Pennsylvania, LLC**, a limited liability company organized under the laws of Pennsylvania ("Assignee") and **Jack Treier, Inc.**, a corporation organized under the laws of Pennsylvania (the "Assignor").

Preliminary Statements

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of January 1, 2015, by and among Assignee, Assignor, John P. Treier, Jr., Stephen P. Treier and Suzanne Treier ("Purchase Agreement"). All capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

B. Assignor and Assignee desire that all of Assignor's right, title, interest, obligations and liabilities accruing after the Effective Time under the Assumed Liabilities be assigned to Assignee and assumed by Assignee.

Now, Therefore, in consideration of the mutual promises and agreements set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound agree as follows:

1. Assigned Contracts. Assignor hereby sells, assigns, transfers and conveys to Assignee, effective as of the Effective Date, all of its right, title and interest in and to the contracts, commitments or agreements that are set forth in Schedule 2.3 of the Purchase Agreement (other than the contracts specifically excluded in Schedule 2.4 of the Purchase Agreement) (the "Assigned Contracts") and to all causes of action, claims, rights, benefits and demands for the benefit of Assignor of whatever nature relating to the Assigned Contracts.

2. Assumption. The Assignee hereby assumes and agrees to pay, perform and discharge all liabilities and obligations (and only such liabilities and obligations) that arise at or after the Effective Date under the Assigned Contracts. The Assignee does not hereby assume or agree to assume and shall not assume, acquire or take over any liabilities or obligations of any kind or nature of the Assignor or any other person, direct, indirect, contingent or otherwise, other than those specified in this Paragraph 2.

3. Consents. To the extent that any of the Assigned Contracts may be unassignable, this Agreement shall not constitute any assignment thereof, and to the extent that any of the Assigned Contracts may require the consent of the other party thereto and such consent has not previously been obtained, this Agreement shall not constitute an assignment or assumption of the same if an attempt at assignment without such consent of the other party would constitute a breach of any of the Assigned Contracts.

4. Further Assurances. From time to time after the date hereof, (i) the Assignor shall execute and deliver such other instruments of conveyance, assignment, transfer and delivery and shall take such other actions as the Assignee reasonably may request in order more effectively to transfer, convey, assign and deliver to the Assignee all items assigned under Paragraph 1 of this Agreement and the Assigned Contracts, and (ii) the Assignee shall execute and deliver such other instruments of assumption and shall take such other actions as the Assignor reasonably may request in order more effectively to effect the assumption by the Assignee of the liabilities and obligations assumed hereunder.

5. Section Headings. The Section headings contained in this Agreement are for reference

purposes only and shall not affect the interpretation of this Agreement.

6. Choice of Law. The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania applicable therein, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this Agreement to the laws of another jurisdiction.

7. Counterparts; Facsimile Signatures. This Agreement may be executed in several counterparts, by one or more of the undersigned and all such counterparts so executed shall together be deemed and constitute one final agreement, as if one document had been signed by all parties hereto; and each such counterpart shall be deemed an original, binding on the parties subscribed hereto and multiple signature pages affixed to a single copy of this Agreement shall be deemed to be a fully executed original Agreement. Signatures of the parties transmitted by facsimile or electronic mail shall be deemed to be original signatures for any purpose whatsoever.

8. Entire Agreement. This Agreement, together with the Purchase Agreement, contains the entire agreement between the parties hereto regarding the subject matter hereof. In the event of any conflict or inconsistency in the terms of this Agreement and the Purchase Agreement, the Purchase Agreement shall in all cases govern and control.

9. No Third-Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein is intended or shall be construed to confer upon any person other than the parties hereto and their respective successors and permitted assigns any rights, remedies or claims under, or by any reason of, this Agreement or any term, covenant or condition hereof. Neither this Agreement, nor any of the rights, interests or obligations hereunder, may be assigned, in whole or in part, by operation of law or otherwise, by any party without the prior written consent of the other party hereto. Any such assignment that is not consented to shall be null and void.

10. Remedies. The parties' remedies with respect to any claim arising from a breach of this Agreement shall be as set forth in the Purchase Agreement.

[Remainder of page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, this Assignment and Assumption Agreement has been executed by Assignor and Assignee as of the date first above written.

ASSIGNEE:

Armstrong Relocation Company, Pennsylvania, LLC

By: _____
Name:
Title:

ASSIGNOR:

Jack Treier, Inc.

By: _____
Name:
Title:

EXHIBIT E

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, dated as of January 1, 2014, (this "Agreement") by and among Jack Treier, Inc., a Pennsylvania corporation ("Seller"), John P. Treier, Jr. ("Majority Shareholder"), an individual, as the majority shareholder, Chairman and Chief Executive Officer of Seller, Stephen P. Treier and Suzanne Treier individuals, and as the minority shareholders (together with the Majority Shareholder, the "Shareholders"), Armstrong Relocation Company, Pennsylvania, LLC, a Pennsylvania limited liability company ("Purchaser"), and Farris Bobango Branan, PLC, a Tennessee professional limited liability company organized under the laws of the State of Tennessee as escrow agent hereunder (the "Escrow Agent").

PRELIMINARY STATEMENTS

A. Seller, Purchaser, and Shareholders have entered into that certain Asset Purchase Agreement dated as of January 1, 2015 (the "Purchase Agreement"), pursuant to which Purchaser has agreed to acquire substantially all of the assets of Seller.

B. Capitalized terms used and not otherwise defined in this Agreement have the meanings set forth in the Purchase Agreement.

C. Pursuant to Section 3.1 of the Purchase Agreement, the parties to the Purchase Agreement have agreed that the Aggregate Escrow Amount (as defined herein) will be deposited into an escrow account pending resolution of certain matters pursuant to Section 3.1 of the Purchase Agreement.

D. The Seller and Purchaser desire to appoint the Escrow Agent to act as an escrow agent in the manner hereinafter set forth and the Escrow Agent is willing to act in such capacity.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each of the parties hereto, intending to be legally bound, do hereby agree as follows:

Section 1. Appointment of Escrow Agent. Seller and Purchaser hereby appoint Farris Bobango Branan, PLC as escrow agent in accordance with the terms and conditions set forth herein, and the Escrow Agent hereby accepts such appointment.

Section 2. Deposit into the Escrow Property. Simultaneously with the execution of this Agreement Purchaser has caused to be delivered to the Escrow Agent the sum of Ninety Thousand Dollars (\$90,000.00) in immediately available funds (the "Aggregate Escrow Amount"). The Aggregate Escrow Amount less any property or funds distributed or paid in accordance with this Agreement (the "Escrow Property") shall be held by the Escrow Agent in a separate and distinct account in accordance with the terms of this Agreement. The Escrow Agent hereby agrees to hold the Escrow Property, upon its receipt, in accordance with the terms of this Agreement. The Escrow Agent shall only make distributions in accordance with this Agreement.

Section 3. Escrow Property

(a) Investment of the Escrow Property. During the term of this Agreement, the Escrow Agent shall hold the Escrow Property in its non-interest bearing trust account or the Escrow Agent may invest and reinvest the Escrow Property in such investments as set forth on Schedule I attached hereto or at the written direction of an Authorized Person (as hereinafter defined) of Purchaser.

The Escrow Agent shall have no obligation to invest or reinvest the Escrow Property on the day of any deposit if such Escrow Property is deposited with the Escrow Agent after 11:00 a.m. (Central Time) on such day. Instructions received after 11:00 a.m. (Central Time) will be treated as if received on the following Business Day. The Escrow Agent shall have no responsibility for any investment losses resulting from the investment, reinvestment or liquidation of the Escrow Property, provided that such losses shall not have resulted from the bad faith, willful misconduct or gross negligence of the Escrow Agent. If a selection is not made and a written direction not given to the Escrow Agent, the Escrow Property shall remain uninvested with no liability for interest thereon. It is agreed and understood that the entity serving as Escrow Agent may earn fees associated with the investments outlined above in accordance with the terms of such investments. Notwithstanding the foregoing, the Escrow Agent shall have the power to sell or liquidate the foregoing investments whenever the Escrow Agent shall be required to release all or any portion of the Escrow Property pursuant to Section 4 hereof. In no event shall the Escrow Agent be deemed an investment manager or adviser in respect of any selection of investments hereunder. The interest, earnings and income that accrues on the Escrow Property (the "Income") shall be deemed to become part of the Escrow Property.

(b) The parties hereto agree that, for tax and tax reporting purposes, Seller shall be treated as the owner of the Escrow Property and all Income from investment of the Escrow Property, if any, (until such amounts are finally released pursuant to the provisions of this Agreement), and the Escrow Agent shall annually file information returns (including Form 1099) consistent with such treatment, whether or not such Income was disbursed during such calendar year. The Escrow Agent shall report all items of income, gain, expense and loss realized by the Escrow Account to the IRS and all state and local taxing authorities under the name and Tax Identification Number ("TIN") of the Seller. The Seller shall be responsible for paying taxes (including any penalties and interest thereon) on all Income earned on the Escrow Property and for filing all necessary tax returns with respect to such Income. Any amounts payable to Purchaser under this Agreement shall, at the direction of Purchaser, be payable to the Seller or such other Person or Persons as Purchaser directs in writing, in accordance with Section 4(f) below.

(c) Upon the request of the Escrow Agent, the Seller will provide the Escrow Agent with its TIN by furnishing appropriate form W-9 or W-8 and such other forms and documents that the Escrow Agent may request. The Seller understands that if such tax reporting documentation is not provided and certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Code"), to withhold a portion of any Income earned on the investment of the Escrow Property.

Section 4. Distribution of Escrow Property. The Escrow Agent is directed to hold and distribute the Escrow Property as set forth in this Section 4.

(a) The Escrow Agent shall distribute the Escrow Property only in accordance with (i) a written instrument delivered to the Escrow Agent that is executed by the Purchaser and that instructs the Escrow Agent as to the disbursement of the Escrow Property at Closing pursuant to Section 3.2 of the Purchase Agreement, (ii) if the Purchase Agreement is not closed by July 1, 2015, then the Escrow Property shall be distributed to Purchaser, or (iii) a final non-appealable order of a court of competent jurisdiction, a copy of which is delivered to the Escrow Agent by either the Seller or the Purchaser, that instructs the Escrow Agent as to the disbursement of some or all of the Escrow Property (a "Court Order"). If the Escrow Agent receives notice as set forth above or a Court Order, then the Escrow Agent shall distribute the Escrow Property in accordance with such notice or Court Order, as applicable.

(b) All disbursements, distributions and payments in respect of Purchaser and the Seller hereunder shall be made net of any applicable withholding taxes which the Escrow Agent shall be entitled to withhold and shall be wired or be paid by a check mailed by nationally recognized overnight courier in accordance with the wiring instructions on Schedule II hereto as may be updated by the party relating to such instructions.

Section 5. Termination.

(a) This Agreement shall be terminated automatically on the date on which all Escrow Property has been distributed in accordance with this Agreement. The Escrow Agreement may also be terminated at any time by a written agreement executed by both Purchaser and the Seller. Prior to the termination of this Escrow Agreement, the Purchaser and Seller shall deliver a written direction instructing the Escrow Agent as to the disbursement of some or all of the Escrow Property and the Escrow Property then held hereunder, if any, shall be released and delivered, in accordance with such written direction.

(b) The provisions of Sections 6, 8 and 9 shall survive the termination of this Agreement or the earlier resignation or removal of the Escrow Agent until extinguished by any applicable statute of limitations.

Section 6. Compensation of Escrow Agent. The Escrow Agent shall be entitled to payment from Purchaser and the Seller for reasonable fees and expenses for all services rendered by it hereunder as set forth on the fee schedule attached hereto as Schedule III. The Seller, on the one hand, and Purchaser, on the other hand, shall each be responsible for one-half of all amounts payable or reimbursable to the Escrow Agent pursuant to this Section 6 or otherwise provided for in this Escrow Agreement. It is understood by all the parties that the portion of the fees or expenses payable or reimbursable to the Escrow Agent pursuant to this agreement for which the Seller is responsible, if any, may be deducted from the Escrow Property to the extent not otherwise paid within thirty (30) days after an invoice has been rendered. In the event that the portion of the fees or expenses payable or reimbursable to Escrow Agent pursuant to this Agreement for which Purchaser is responsible, if any, is not paid within thirty (30) days after an invoice has been rendered, the Escrow Agent may withhold such amount from any distributions to Purchaser made in accordance with this Agreement. The parties agree that in no event shall (A)

the Seller be responsible (directly or indirectly) for Purchaser's portion of any unpaid fees or expenses of the Escrow Agent or (B) Purchaser be responsible (directly or indirectly) for the Seller's portion of any unpaid fees or expenses of the Escrow Agent.

Section 7. Resignation of Escrow Agent. The Escrow Agent may resign and be discharged from its duties hereunder at any time by giving thirty (30) calendar days' prior written notice of such resignation to Purchaser and the Seller. Purchaser and the Seller may remove the Escrow Agent at any time by giving thirty (30) calendar days' prior written notice to the Escrow Agent. Upon such notice, a successor escrow agent shall be appointed by Purchaser and the Seller, who shall provide written notice of such to the resigning Escrow Agent. Such successor escrow agent shall become the escrow agent hereunder upon the resignation or removal date specified in such notice. If Purchaser and Seller are unable to agree upon a successor escrow agent within thirty (30) days after such notice, the Escrow Agent may apply to a court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief. One-half of the costs and expenses (including its attorneys' fees and expenses) incurred by the Escrow Agent in connection with such proceeding shall be paid by Purchaser, and the other half of such costs and expenses shall be paid by the Seller. Upon receipt of the identity of the successor escrow agent, the Escrow Agent shall either deliver the Escrow Property then held hereunder to the successor Escrow Agent, less the Escrow Agent's fees, costs and expenses (if any) or any other obligations owed to the Escrow Agent which are to be paid from the Escrow Property in accordance with this Agreement, or hold the Escrow Property (or any portion thereof), pending distribution, until all such fees, costs and expenses or other obligations are paid. Upon its resignation and delivery of the Escrow Property as set forth in this Section 7, the Escrow Agent shall be discharged of and from any and all further obligations arising in connection with the Escrow Property or this Agreement.

Section 8. Indemnification of Escrow Agent. Purchaser and Seller shall indemnify, defend and hold harmless the Escrow Agent and its officers, directors, employees, representatives and agents, from and against and reimburse the Escrow Agent for any and all claims, expenses, obligations, liabilities, losses, damages, injuries (to person, property, or natural resources), penalties, stamp or other similar taxes, actions, suits, judgments, reasonable costs and expenses (including reasonable attorney's fees and expenses) of whatever kind or nature regardless of their merit, demanded, asserted or claimed against the Escrow Agent relating to, or arising from, claims against the Escrow Agent by reason of its participation in the transactions contemplated hereby, including without limitation all reasonable costs required to be associated with claims for damages to persons or property, and reasonable attorneys' and consultants' fees and expenses and court costs except to the extent caused by the Escrow Agent's bad faith, gross negligence or willful misconduct. Such indemnification will be borne in equal proportions by Purchaser and the Seller.

Section 9. The Escrow Agent.

(a) The duties, responsibilities and obligations of the Escrow Agent shall be limited to those expressly set forth herein and no duties, responsibilities or obligations shall be inferred or implied against the Escrow Agent. The Escrow Agent shall not be subject to, nor required to comply with, any other agreement to which Purchaser or Seller is a party, even though reference thereto may be made herein, or to comply with any direction or instruction (other than

those contained herein or delivered in accordance with this Agreement) from Purchaser or Seller or an entity acting on either party's behalf. The Escrow Agent shall not be required to expend or risk any of its own funds or otherwise incur any liability, financial or otherwise, in the performance of any of its duties hereunder.

(b) If at any time the Escrow Agent is served with any judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process which in any way affects the Escrow Property (including but not limited to orders of attachment or garnishment or other forms of levies or injunctions or stays relating to the transfer of the Escrow Property), the Escrow Agent is authorized to comply therewith in any manner it or legal counsel of its own choosing deems appropriate; and if the Escrow Agent complies with any such judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process, Escrow Agent shall not be liable to any of the parties hereto or to any other person or entity even though such order, judgment, decree, writ or process may be subsequently modified or vacated or otherwise determined to have been without legal force or effect.

(c) The Escrow Agent shall not be liable for any action lawfully taken or omitted or for any loss or injury resulting from its actions or its performance or lack of performance of its duties hereunder in the absence of bad faith, gross negligence or willful misconduct on its part. In no event shall the Escrow Agent be liable (i) for acting in accordance with or conclusively relying upon any written instruction, notice, demand, certificate or document from Purchaser and Seller or any entity acting on behalf of Purchaser or Seller delivered in accordance with this Agreement, (ii) for any consequential, punitive or special damages, regardless of the form of action and whether or not any such damages were foreseeable or contemplated, (iii) for the acts or omissions of its nominees, correspondents, designees, agents, subagents or subcustodians in the absence of bad faith, gross negligence or willful misconduct, (iv) for the investment or reinvestment of any cash held by it hereunder, in each case in good faith, in accordance with the terms hereof, including without limitation any liability for any delays (not resulting from its bad faith, gross negligence or willful misconduct) in the investment or reinvestment of the Escrow Property, or any loss of interest or income incident to any such delays, or (v) for an amount in excess of the value of the Escrow Property, valued as of the date of deposit, but only to the extent of direct money damages.

(d) The Escrow Agent shall not incur any liability for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of the Escrow Agent (including but not limited to any act or provision of any present or future law or regulation or governmental authority, any act of God or war, civil unrest, local or national disturbance or disaster, any act of terrorism, or the unavailability of the Federal Reserve Bank wire or facsimile or other wire or communication facility).

(e) The Escrow Agent shall be entitled to conclusively rely upon any order, judgment, certification, demand, notice, instrument or other writing delivered to it hereunder without being required to determine the authenticity or the correctness of any fact stated therein or the propriety or validity or the service thereof. The Escrow Agent may act in conclusive reliance upon any instrument or signature believed by it to be genuine and may assume that any person purporting to give receipt or advice to make any statement or execute any document in connection with the provisions hereof has been duly authorized to do so.

(f) The Escrow Agent shall not be responsible in any respect for the form, execution, validity, value or genuineness of documents or securities deposited hereunder, or for any description therein, or for the identity, authority or rights of persons executing or delivering or purporting to execute or deliver any such document, security or endorsement. The Escrow Agent shall not be called upon to advise any party as to the wisdom in selling or retaining or taking or refraining from any action with respect to any securities or other property deposited hereunder.

(g) The Escrow Agent may consult legal counsel of its own choosing in the event of any dispute or question as to the construction of this Agreement or the Escrow Agent's duties hereunder and the Escrow Agent shall not incur any liability in acting in good faith in accordance with any advice from such counsel.

(h) In the event of any ambiguity or uncertainty hereunder or in any notice, instruction or other communication received by the Escrow Agent hereunder, the Escrow Agent may, in its sole discretion, refrain from taking any action other than to retain possession of the Escrow Property, unless the Escrow Agent receives written instructions, signed by Purchaser and Seller, which eliminates such ambiguity or uncertainty.

(i) In the event of any dispute between or conflicting claims among Purchaser and Seller and any other person or entity with respect to any Escrow Property, the Escrow Agent shall be entitled, in its sole discretion, to refuse to comply with any and all claims, demands or instructions with respect to such Escrow Property so long as such dispute or conflict shall continue, and the Escrow Agent shall not be or become liable in any way to Purchaser and Seller for failure or refusal to comply with such conflicting claims, demands or instructions; provided, that the Escrow Agent shall comply with any notification by both Purchaser and Seller that such dispute has been resolved.

(j) The Escrow Agent shall have no responsibility for the contents of any writing of the arbitrators or any third party contemplated herein as a means to resolve disputes and may conclusively rely without any liability upon the contents thereof.

(k) The Escrow Agent does not have any interest in the Escrow Property deposited hereunder but is serving as escrow holder only and having only possession thereof. Purchaser and the Seller shall pay or reimburse the Escrow Agent upon request for any transfer taxes or other taxes relating to the Escrow Property incurred in connection herewith and shall indemnify and hold harmless the Escrow Agent from any amounts that it is obligated to pay in the way of such taxes. Any payments of income from this Escrow Account shall be subject to withholding regulations then in force with respect to United States taxes. The Seller will provide the Escrow Agent with appropriate W-9 forms for tax identification number certifications. It is understood that the Escrow Agent shall only be responsible for income reporting with respect to income earned on the Escrow Property and will not be responsible for any other reporting.

(l) The Escrow Agent shall not be under any duty to give the Escrow Property held by it hereunder any greater degree of care than is own similar property and shall not be required to invest any funds held hereunder except as directed in this Agreement. Un-invested funds held hereunder shall not earn or accrue interest.

Section 10. Miscellaneous.

(a) This Agreement embodies the entire agreement and understanding among the parties relating to the subject matter hereof.

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee without reference to the principles of conflict of laws. The parties agree to submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Circuit Court of Shelby County, Tennessee.

(c) Each party further waives personal service of any summons, complaint or other process and agrees that service thereof may be made by certified or registered mail directed to such person at such person's address for purposes of notices hereunder.

(d) All notices and other communications under this Agreement shall be in writing in English and shall be deemed given when delivered personally, on the next Business Day after delivery to a recognized overnight courier or mailed first class (postage prepaid) or when sent by facsimile to the parties (which facsimile copy shall be followed, in the case of notices or other communications sent to the Escrow Agent, by delivery of the original) at the following addresses (or to such other address as a party may have specified by notice given to the other parties pursuant to this provision):

If to Purchaser, to:

Armstrong Relocation Company, Pennsylvania, LLC
3927 Winchester Rd.
Memphis, TN 38118
Telephone:
Facsimile:
Attn: Michael Todd Watson
Email:

with a copy (which shall not constitute notice) to:

Armstrong Transfer & Storage, Co., Inc. /Armstrong Relocation Company
3927 Winchester Rd.
Memphis, TN 38118
Attn: Robert Ratton
Telephone:
Facsimile:

If to Seller, to:

Jack Treier, Inc.
112 Jackson Drive
Lancaster, PA 17603
Telephone: (717) 393-0616
Facsimile:
Attn: John P. Treier, Jr.
Email: jtreier@jacktreier.com

with a copy (which shall not constitute notice) to:

Hartman Underhill & Brubaker, LLC
221 East Chestnut Street
Lancaster, PA 17602
Attn: Thomas W. Bergen, Esquire
Telephone: (717) 299-7254
Facsimile: (717) 299-3160
Email: tomb@hublaw.com

If to the Escrow Agent, to:

Farris Bobango Branan PLC
999 S. Shady Grove Road, Suite 500
Memphis, Tennessee 38120
Phone: 901-259-7120
Facsimile: 901-259-7150

(e) The headings of the Sections of this Agreement have been inserted for convenience and shall not modify, define, limit or expand the express provisions of this Agreement.

(f) This Agreement and the rights and obligations hereunder of parties hereto may not be assigned except with the prior written consent of the other parties hereto. This Agreement shall be binding upon and inure to the benefit of each party's respective successors and permitted assigns. Except as expressly provided herein, no other person shall acquire or have any rights under or by virtue of this Agreement. This Agreement is intended to be for the sole benefit of the parties hereto, and (subject to the provisions of this Section 10(f)) their respective successors and assigns, and none of the provisions of this Agreement are intended to be, nor shall they be construed to be, for the benefit of any third person.

(g) This Agreement may not be amended, supplemented or otherwise modified without the prior written consent of the parties hereto.

(h) The Escrow Agent makes no representation as to the validity, value, genuineness or the collectability of any security or other document or instrument held by or delivered to it.

(i) This Agreement may be executed in two or more counterparts, which may be delivered by facsimile or electronic delivery (i.e., by email of a PDF signature page) and each

of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(j) The rights and remedies conferred upon the parties hereto shall be cumulative, and the exercise or waiver of any such right or remedy shall not preclude or inhibit the exercise of any additional rights or remedies. The waiver of any right or remedy hereunder shall not preclude the subsequent exercise of such right or remedy.

(k) Each of Purchaser and Seller hereby represents and warrants (i) that this Agreement has been duly authorized, executed and delivered on its behalf and constitutes its legal, valid and binding obligation and (ii) that the execution, delivery and performance of this Agreement by Purchaser and Seller does not and will not violate any applicable law or regulation.

(l) The invalidity, illegality or unenforceability of any provision of this Agreement shall in no way affect the validity, legality or enforceability of any other provision; and if any provision is held to be unenforceable as a matter of law, the other provisions shall not be affected thereby and shall remain in full force and effect.

(m) For purposes of this Agreement, "Business Day" shall mean any day that is not a Saturday or Sunday or a day on which banks are required or permitted by law or executive order to be closed in the State of Tennessee.

(n) For purposes of sending and receiving instructions or directions hereunder, all such instructions or directions shall be, and the Escrow Agent may conclusively rely upon such instructions or directions, delivered, and executed by representatives of Purchaser ("Purchaser Authorized Person") designated on Schedule IV attached hereto and by representatives of Seller (together with Purchaser Authorized Person, the "Authorized Persons"), as such Schedule IV may be updated from time to time.

(o) When the Escrow Agent acts on any information, instructions, communications, (including, but not limited to, communications with respect to the delivery of securities or the wire transfer of funds) sent in accordance with the provisions of this Agreement by telex, facsimile, email or other form of electronic or data transmission, the Escrow Agent, absent gross negligence, shall not be responsible or liable in the event such communication is not an authorized or authentic communication of the Purchaser or Seller or is not in the form the Purchaser and Seller sent or intended to send (whether due to fraud, distortion or otherwise). The Purchaser and Seller shall jointly and severally indemnify the Escrow Agent against any loss, liability, claim or expense (including legal fees and expenses) it may incur with its acting in accordance with any such communication.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the day and year first above written.

Purchaser:
Armstrong Relocation Company,
Pennsylvania, LLC

By _____
Name:
Title:

Shareholders:

John P. Treier, Jr.

Stephen P. Treier

Suzanne Treier

Seller:
Jack Trier, Inc.

By _____
Name:
Title:

Escrow Agent:
Farris Bobango Branan, PLC

By _____
Name:
Title:

Schedule II

Wiring Instructions

For Seller:

For Purchaser:

Bank Name: First Tennessee Bank

Bank ABA #: 084000026

Account Name: Armstrong Transfer & Storage

Account #: 000342351

Schedule IV

Purchaser Authorized Persons

Name

Title

Specimen Signature

Purchaser
Authorized
Person

Purchaser
Authorized
Person

EXHIBIT F

Loan Amortization

Loan amount	\$ 685,000.00
Annual interest rate	4.28 %
Loan period in years	10
Number of payments per year	4
Start date of loan	
Optional extra payments	\$ -

Loan summary	
Scheduled payment	\$ 21,140.45
Scheduled number of payments	40
Actual number of payments	40
Total early payments	\$ -
Total interest	\$ 160,618.17

Pmt No.	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	\$ 685,000.00	\$ 21,140.45	-	\$ 21,140.45	\$ 13,610.95	\$ 7,529.50	\$ 671,389.05	\$ 7,529.50
2	671,189.09	21,140.45	-	21,140.45	13,858.73	7,181.72	657,220.31	14,511.22
3	657,220.31	21,140.45	-	21,140.45	14,108.09	7,032.36	643,122.22	21,543.58
4	643,122.22	21,140.45	-	21,140.45	14,258.05	6,881.41	628,863.18	28,424.99
5	628,863.18	21,140.45	-	21,140.45	14,411.62	6,728.84	614,451.56	35,153.83
6	614,451.56	21,140.45	-	21,140.45	14,565.82	6,574.63	599,885.74	41,728.46
7	599,885.74	21,140.45	-	21,140.45	14,721.89	6,418.78	585,164.06	48,147.24
8	585,164.06	21,140.45	-	21,140.45	14,878.20	6,261.25	570,284.86	54,408.50
9	570,284.86	21,140.45	-	21,140.45	15,036.41	6,102.05	555,248.46	60,510.54
10	555,248.46	21,140.45	-	21,140.45	15,196.32	5,941.14	540,047.14	66,451.68
11	540,047.14	21,140.45	-	21,140.45	15,361.95	5,778.50	524,685.19	72,230.18
12	524,685.19	21,140.45	-	21,140.45	15,528.32	5,614.13	509,156.87	77,844.32
13	509,156.87	21,140.45	-	21,140.45	15,692.45	5,448.00	493,468.41	83,292.32
14	493,468.41	21,140.45	-	21,140.45	15,860.36	5,280.09	477,608.05	88,572.41
15	477,608.05	21,140.45	-	21,140.45	16,030.07	5,110.38	461,578.08	93,682.79
16	461,578.08	21,140.45	-	21,140.45	16,201.59	4,938.89	445,374.39	98,621.65
17	445,374.39	21,140.45	-	21,140.45	16,374.85	4,765.51	428,999.44	103,387.16
18	428,999.44	21,140.45	-	21,140.45	16,550.16	4,590.29	412,449.28	107,977.45
19	412,449.28	21,140.45	-	21,140.45	16,727.25	4,413.21	395,722.03	112,390.66
20	395,722.03	21,140.45	-	21,140.45	16,906.23	4,234.22	378,815.80	116,624.89
21	378,815.80	21,140.45	-	21,140.45	17,087.13	4,053.33	361,728.68	120,678.22
22	361,728.68	21,140.45	-	21,140.45	17,269.86	3,870.50	344,458.72	124,548.71
23	344,458.72	21,140.45	-	21,140.45	17,454.75	3,685.71	327,003.97	128,234.42
24	327,003.97	21,140.45	-	21,140.45	17,641.51	3,498.94	309,362.46	131,733.36
25	309,362.46	21,140.45	-	21,140.45	17,830.28	3,310.16	291,532.19	135,043.54
26	291,532.19	21,140.45	-	21,140.45	18,021.00	3,118.39	273,511.13	138,162.94
27	273,511.13	21,140.45	-	21,140.45	18,213.89	2,928.57	255,297.24	141,090.51
28	255,297.24	21,140.45	-	21,140.45	18,408.77	2,731.64	236,888.47	143,821.19
29	236,888.47	21,140.45	-	21,140.45	18,605.75	2,534.71	218,282.72	146,355.89
30	218,282.72	21,140.45	-	21,140.45	18,804.83	2,335.63	199,477.89	148,691.52
31	199,477.89	21,140.45	-	21,140.45	19,006.04	2,134.41	180,471.85	150,825.93
32	180,471.85	21,140.45	-	21,140.45	19,209.41	1,931.06	161,262.44	152,756.99
33	161,262.44	21,140.45	-	21,140.45	19,414.95	1,725.51	141,847.50	154,482.49
34	141,847.50	21,140.45	-	21,140.45	19,622.89	1,517.77	122,224.61	156,000.26
35	122,224.61	21,140.45	-	21,140.45	19,832.65	1,307.91	102,392.16	157,308.09

Pmt No.	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
36	102,382.16	21,140.45	-	21,140.45	20,044.89	1,095.56	82,347.30	159,403.86
37	82,347.30	21,140.45	-	21,140.45	20,259.34	881.12	62,087.97	159,284.77
38	62,087.97	21,140.45	-	21,140.45	20,478.11	864.34	41,611.85	159,049.12
39	41,611.85	21,140.45	-	21,140.45	20,685.21	445.25	20,916.65	160,394.38
40	20,916.65	21,140.45	-	20,916.65	20,682.84	223.81	0.00	160,618.17

EXHIBIT H

SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Security Agreement") is made this ___ day of _____, _____ by and between Jack Treier, Inc., a Pennsylvania corporation ("Secured Party") and Armstrong Relocation Company, Pennsylvania, LLC, a Pennsylvania limited liability company ("Armstrong").

WITNESSETH:

WHEREAS, Armstrong is purchasing substantially all of Secured Party's assets, properties, rights and interests used or held for use in the operation and conduct of the business of Secured Party (the "Assets");

WHEREAS, as part of the purchase price for the Assets, Armstrong is providing a note in favor of Secured Party, in the original principal amount of \$685,000.00 (the "Note") of even date herewith;

WHEREAS, in connection with the Note, Armstrong has agreed to grant a security interest in favor of Secured Party in certain assets to secure any and all liabilities under the Note (the "Liabilities").

NOW, THEREFORE, for and in consideration of the matters set forth in the foregoing recitals, and other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. Assignment and Creation of Security Interest. In order to secure payment of any outstanding balance under the Note, Armstrong hereby grants to Secured Party a security interest in the Collateral (as defined below) and all proceeds therefrom, to secure the prompt payment and performance of all present and future obligations, liabilities, and indebtedness of every kind and description in connection with the Note executed contemporaneously herewith which evidences the Liabilities and any extensions, modifications or renewals thereto.

2. Collateral. As used in this Security Agreement, the term Collateral shall mean the following assets owned by Armstrong:

a. Accounts, Contract Rights, Chattel Paper, Documents and Instruments. All accounts receivable, contract rights, documents, instruments or chattel paper representing amounts payable or monies now or hereafter owed to Armstrong, arising from the furnishing of goods or services in the ordinary course of business or otherwise, and all guaranties, securities and liens held for the payment of any such accounts, accounts receivable, contract rights, documents, instruments or chattel paper; and

b. Proceeds. All proceeds and products of any or all of the foregoing whether existing on the date hereof or arising hereafter.

3. Representations and Warranties. Armstrong represents and warrants, as may be applicable, that:

a. Armstrong has good and marketable title to the Collateral;

b. Such Collateral is not subject to any assignment, claim, lien, right of setoff or security interest of any other party;

c. Armstrong agrees and represents that Secured Party shall have no responsibility for the (i) safekeeping of the Collateral; (ii) any loss or damage thereto occurring or arising in any manner or fashion from any cause; (iii) any diminution in the value thereof; or (iv) any act or default of any carrier, warehouseman, bailee, forwarding agency, or other entity and that all risk of loss, damage, or destruction of the Collateral shall be borne by Armstrong;

d. Armstrong will defend the Collateral against the claims and demands of all parties. Armstrong will not, without prior written consent of Secured Party, which will not be unreasonably withheld, outside the ordinary course of business, grant any security interest in the Collateral and will keep it free from any lien, encumbrance or security interest;

e. Armstrong is a corporation duly organized under the laws of the State of Pennsylvania. Armstrong is duly qualified and in good standing to do business in every jurisdiction where qualification is necessary; the execution and performance of this Security Agreement have been duly authorized; and no further action of any party is necessary; the execution and performance of this Security Agreement will not violate or contravene any provisions of law or regulation or its Articles of Incorporation, its Bylaws, or other agreements or corporate documents to which it is a party or by which it is bound; and no consent or approval of any governmental agency or authority is required in making or performing the obligations under this Security Agreement.

4. Covenants. Armstrong covenants and agrees:

a. Armstrong shall not discontinue its business, liquidate, sell, transfer, assign or otherwise dispose of any of its assets, except with the prior written consent of Secured Party, except in the ordinary course of business. Secured Party's security interest shall attach to all proceeds of all sales or dispositions of the Collateral;

b. Armstrong shall not change its name, identity, or corporate or legal structure in any manner unless it has given at least thirty (30) days prior written notice to Secured Party and filed such financing statements or amendments thereto as are necessary to perfect, maintain and protect the lien and security interest of Secured Party;

c. Armstrong shall at all times keep the Collateral insured against any and all risks, including, without limitation, fire and other insurance as is customary for Armstrong's industry. Armstrong shall pay and discharge all taxes, assessments and charges of every kind prior to the date when such taxes, assessments or charges shall become delinquent and provide proof of such payments to Secured Party, upon request. However, nothing contained in this Security Agreement shall require Armstrong to pay any such taxes, assessments and charges so long as it shall contest its validity in good faith and shall post any bond or security required by Secured Party against the payment.

5. Event of Default. Any one or more of the following events shall constitute an event of default under this Security Agreement:

a. If Armstrong fails or neglects to perform, keep, or observe, in any material respect, any term, provision, condition, covenant, or agreement contained in this Security Agreement or the Note, including, but not limited to, failure to make payment, when due;

b. If any portion of the Collateral is attached, seized, subjected to a writ or distress warrant, levied upon, or comes into the possession of any third person or entity;

c. If a notice of lien, levy, or assessment is filed of record with respect to the Collateral by the United States, or any department, agency, or instrumentality thereof, or by any state, county, municipal, or governmental agency, or if any taxes or debts owing at any time hereafter to any one or more of such entities become a lien, whether choate or otherwise, upon any of the Collateral and the same is not paid before such payment is delinquent;

d. If a judgment or other claim becomes a lien or encumbrance upon any portion of the Collateral;

e. The application for the appointment of a receiver or custodian for Armstrong or the property of Armstrong, or the entry of an order for relief or the filing of a petition by or against Armstrong under the provisions of the bankruptcy laws, or an assignment for the benefit of creditors by or against Armstrong which shall not be dismissed after 60 days;

f. If any warranty, representation, statement, or record made to Secured Party by Armstrong shall be false or misleading when made, in any material respect, or if any such warranty or representation is withdrawn; or

g. If this Security Agreement or any other document that purports to create a lien, shall, for any reason, fail or cease to create a valid and perfected, except to the extent permitted by the terms hereof or thereof, lien on or security interest in the Collateral covered hereby or thereby.

6. Remedies of Secured Party Upon Default. In addition to any right which Secured Party may have to demand payment of the Liabilities and any other rights and remedies of a secured party under the UCC, upon the occurrence of a default under the Note or this Security Agreement, Secured Party, at its option, may, but shall not be obligated to:

a. Make any compromise or settlement it deems desirable or proper with reference to the Collateral;

b. Insure, process and preserve the Collateral;

c. Cause the Collateral to be transferred to its name or the name of its nominee;

d. Exercise as to the Collateral all the rights, powers and remedies of an owner without further consent of Armstrong;

e. Declare any or all Liabilities immediately due and payable and exercise any and all of the rights and remedies under the UCC as adopted by the State of Pennsylvania and other applicable law and all rights provided herein, all of which rights and remedies shall, to the full extent permitted by law, be cumulative; or

f. Take possession of the Collateral without a court order.

7. Expenses and Fees. Armstrong shall pay to Secured Party on demand all legal expenses and reasonable attorneys' fees and all expenses incurred or paid by Secured Party in protecting and enforcing the rights of Secured Party under this Security Agreement, including Secured Party's right to take possession of the Collateral and its proceeds, and to hold, prepare for sale, sell and dispose of the Collateral and any action taken in relation to a bankruptcy case of Armstrong.

8. Notice. Any required notice by Secured Party of sale or other disposition on default, when placed in the mail and addressed to Armstrong, at the address of Armstrong which is 3927 Winchester Rd., Memphis, TN 38118, at least ten days prior to such action shall constitute reasonable notice to Armstrong.

9. Term. This Security Agreement shall be a continuing agreement and shall remain in full force and effect irrespective of any interruptions in the business relations of Armstrong with Secured Party and shall apply until payment in full of all Liabilities at which time the security interest granted hereby shall terminate and all rights to the Collateral shall revert to Armstrong. Upon any such termination, Secured Party will execute and deliver to Armstrong such documents as Armstrong may reasonably request to evidence such termination.

10. Waivers by the Armstrong. Subject to the Secured Party's compliance of the notice provisions set forth in the Note, Armstrong, for itself, its legal representatives, successors and assigns, hereby waives (a) notice of acceptance of this Security Agreement; (b) presentment and demand for payment of the Liabilities; (c) protest and notice of dishonor or default to Armstrong or to any other party with respect to the Liabilities; (d) all other notices to which Armstrong might otherwise be entitled, including, but not limited to, disposition notification as described under the UCC, (e) mandatory disposition as described under the UCC, (f) redemption rights as described under the UCC; (f) if for business purposes, the benefit of the Homestead Exemption; (g) all claims, causes of actions and rights against Secured Party on account of actions taken or not taken by Secured Party in the exercise of Secured Party's rights or remedies hereunder, under applicable law; and (h) in the event Secured Party seeks to repossess any or all of the Collateral by judicial proceeding, any bond(s) or demand(s) for possession that might otherwise be required.

11. Financing Statements and Additional Documentation. Secured Party is authorized to file such financing statements as Secured Party deems necessary to perfect, continue or assure its security interest in the Collateral. Armstrong will deliver any instruments of further assignment or assurance that Secured Party may from time to time request to carry out the intent of this Security Agreement.

12. Successor and Assigns. This Security Agreement shall be binding upon Armstrong, its successors and assigns, and the benefits hereof shall inure to Secured Party, its successors and assigns.

13. Waiver by Secured Party. Secured Party may waive any default, or remedy any default, without waiving the default remedied or any other prior or subsequent default. Secured Party's failure to exercise any right or take any action under this Security Agreement shall not constitute a waiver of that or any other right or action.

14. Choice of Law. This Security Agreement shall be governed by and construed and interpreted in accordance with the laws of State of Pennsylvania. All terms used in this Security Agreement that are defined in the UCC, as amended and currently in effect in Pennsylvania, shall have the same meaning in this Security Agreement as therein defined.

15. Time. Time is of the essence with regard to the performance of the covenants, terms and conditions of this Security Agreement.

16. Interpretation. Neither this Security Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Secured Party or Armstrong, whether under any rule of construction or otherwise. On the contrary, this Security Agreement has been reviewed by all parties and shall be

construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

17. Amendments in Writing. This Security Agreement can only be amended by a writing signed by an authorized officer of Secured Party and Armstrong.

18. Counterparts. This Security Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Security Agreement to produce or account for more than one such counterpart. Any signature delivered by facsimile or other electronic transmission shall be deemed to be an original signature to this Security Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties by their authorized representatives have caused this Security Agreement to be executed.

ARMSTRONG RELOCATION COMPANY,
PENNSYLVANIA, LLC

By: _____
Name: _____
Title: _____

JACK TREIER, INC.

By: _____
Name: _____
Title: _____

EXHIBIT G

Certificate of Public Convenience

TO BE
INSERTED AT CLOSING

DISCLOSURE SCHEDULE
TO THE
ASSET PURCHASE AGREEMENT

BY AND AMONG
JACK TREIER, INC.,
JOHN P. TREIER, JR.,
STEPHEN P. TREIER
SUZANNE TREIER

And

ARMSTRONG RELOCATION COMPANY, PENNSYLVANIA, LLC

**Disclosure Schedule to the
Asset Purchase Agreement
Dated as of January 1, 2015**

This is the Disclosure Schedule referred to in the Asset Purchase Agreement, dated as of **January 1, 2015** (the "**Agreement**"), by and among Jack Treier, Inc. ("**Seller**"), John P. Treier, Jr., Stephen P. Treier, Suzanne Treier (collectively, the "**Shareholders**") and Armstrong Relocation Company, Pennsylvania, LLC ("**Purchaser**"). Unless the context otherwise indicates, all capitalized terms used herein and not defined herein shall have the meanings provided in the Agreement.

This Disclosure Schedule is arranged in Schedules corresponding to the numbered and lettered Schedules and subSchedules contained in the Agreement, and the disclosures in any Schedule or subSchedule of this Disclosure Schedule shall qualify other representations in the Agreement to the extent that that such representations are qualified by reference to the Disclosure Schedule and such disclosure is reasonably apparent on its face to be an exception to such representations.

The inclusion of any information in any Schedule of this Disclosure Schedule shall not be deemed to be an admission of any liability or obligation of the Seller or Shareholders to any third Person, or an admission against the interest of the Seller or Shareholders to any third Person. No disclosure in this Disclosure Schedule relating to any possible breach or violation of any contract, laws or order shall be construed as an admission or indication that any such breach or violation exists or has actually occurred. Financial data provided in this Disclosure Schedule is as of the date or for the period indicated in such data.

Schedule 2.1 (d)

Personal Property

Vehicles:

Vehicle Name	Year	VIN Number	Title Number
Volvo	2015	4V4NC9CH3FN185788	73340189001
Freightliner	1999	1FUWJJBA0XHA21716	52672993101
Peterbilt	2008	1XP7D49X15D755008	66335414201
Kenworth	2000	1XKTD89X9YJ861569	55772936001
Freightliner	2005	1FUJA6AV95PU52499	62793739801
Peterbilt	2007	1XP7DB9X07D672723	63672846900
Volvo	2011	4V4NC9EJ2BN295177	68977870902
Freightliner	2013	1FUBCYBS3DHFG6861	72563287801
Freightliner	1996	1FV6HFCAA0TL747344	49789163401
International	1999	1HTSCAAN1XF666833	53098796501
Freightliner	2000	1FV6HFBA3YHG18395	54012000601
International	2001	1HTSCAAM31H334214	55311685801
International	2004	1HTMMAAN84H670833	60814055801
International	2006	1HTMMAAN36H203936	62463102501
International	2007	1HTMMAAN47H388208	64072245201
Freightliner	2013	1FVACXDT5DHFE7588	71381616401
Kentucky	1997	1KKVE512SVL108663	50438148901
Kentucky	1997	1KKV3502XVL108143	50889641201
Kentucky	1998	1KKVE5120WL111326	51616931001
Kent	1999	1KKVE5123XL116134	53366380001
Kentucky	1994	1KKVE4028RL098390	47373358801
Kentucky	1995	1KKVE4225SL101166	48379726101
Kentucky	1998	1KKVE5123WL112518	52228051001
Kentucky	1997	1KKVE512XVL108660	50386609901
Kentucky	1987	1KKVE4011HL079279	39615015101
Kentucky	2000	1KKVE5122YL202567	54607058101
Kentucky	2000	1KKVE4820YL200557	54729746501
Kentucky	2000	1KKVE5020YL201614	54891086701
Kentucky	2001	1KKVE51201L203870	55520866701
Kentucky	2007	1KKVA53207L224218	64129036401
Kent	2001	1KKVE51201L203934	56323315601
Kentucky	2002	1KKVE53272L207784	59189440401
Kent	2006	1KKVE53276L220895	63193421701
Kentucky	2007	1KKVE53277L223698	66158666601
Kentucky	2013	1KKVE5324DL234170	72465852301
Kentucky	1995	1KKVE4825SL100607	53238063901
Strick	1996	1S12E9481TD406648	68970237101

Vehicle Name	Year	VIN Number	Title Number
Nissan	2008	1N4AL21E98C248040	66322134002
GMC	1994	1GTGK24K2RE523410	46995666502
GMC	2005	1GDJG310951110920	61411412201
GMC	2006	1GDJG31U661136764	62777853301
GMC	2003	1GDJG31U631211751	59921585501
Toyota	2013	2T3DFREV5DW110035	72673482401

Equipment

Pallets, Pads

Clark Forklift

Hand Truck

Boxes & Equip.

Boxes & Equip.

Boxes & Equip.

Boxes & Equip.

Boxes & Equip.

Used Forklift

Boxes & Equip.

Boxes & Equip.

Forklift

Boxes & Equip. - Reading

Boxes & Equip.

Sofa Rack

Moving Equipment Mat-A-Doors/Wrap

Storage Vaults

Warehouse Equip

Toyota Lift Truck Serial 78544

Storage Vaults

Toyota Lift Truck 8Fgc25

Crown Reach Forklift Truck Rr5220-45

Forklift-Toyota-Sn 42059

500 Storage Vaults

Warehouse Pads

Warehouse Equipment

Office Furniture

Victor Fireproof File

Desk, Chair, Rug

Files, Typewriter, Projector

Desk, Cabinets
Desk, Chairs
Camis Sys
Office Equipment
Office Equipment
Chairs, Table, Bookshelf
Office Dividers
Paper Shredder
Office Furniture
Tack Boards
Panasonic Typewriter
Imb Computer Sys
Agency Billing Sys
Registration And Dispatch
General Dedger
Operation System 400
Office Vision/ 400 And Other Software
Copier Savin
Computer Network
Techmate Esitimator
Office Furniture
Server
Movers Suite Software
Power Edge Serve Sc 1430
Poweredge Serve 840
Data Cabling
11 Desk
4 Tables
20 Chairs
25 Files Cabinests
1 Conference Table & 6 Chairs
1 Refrigerator
2 Shredders
8 Computers
5 Printers
5 Adding Machines
3 Fax Machines
2 Copiers
1 Safe
Scale

Mt Joy Property Security And Fire
Warehouse Annex Improvement
Warehouse Annex Lighting
Scale- Mt.Joy Location
Mt Joy Property Carpeting

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

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Jack Treier, Inc., d/b/a Tri-State Moving Systems
(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-00102480, Folder Nos. 1, Am-A; Am-C, and Am-E, issued to

Shelly Moving & Storage, Inc.
(Transferor - Seller)

for transportation of household goods, etc. as set forth on the
statement of rights being transferred

(persons - household goods)

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SECRETARY'S BUREAU

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

1. Jack Treier, Inc.
(Full and Correct Name of Applicant/Transferee)

2. d/b/a Tri-State Moving Systems
(Trade Name, If Any)

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

on March 1, 2011 (attach copy of stamped registration form.)
(Date)

3. 140 Marble Drive
(Business Street Address) (P. O. Box, If Any)

<u>Lancaster</u>	<u>Lancaster</u>	<u>PA</u>	<u>19355-1210</u>	<u>(717) 397-2489</u>
(City)	(County)	(State)	(Zip)	(Telephone)

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

Craig A. Doll, Esquire	P.O. Box 403, Hummelstown, PA 17036	(717) 566-9000
(Name)	(Address)	(Telephone)

5. Any documents should be mailed to:

Transferee: Craig A. Doll, Esquire, P.O. Box 403, Hummelstown, PA 17036
(Name) (Address)

Transferor: Albert P. Massey, Jr. Esquire
Lentz, Cantor & Massey, Ltd. 460 E. King Rd. Malvern, PA 19355
(Name) (Address)

6. Applicant does hold Pa. P. U. C. authority under Docket Number
(does or does not)

A- 00099283 and operates as a common carrier.
(common or contract)

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

No. U.S. Dot No. 0836227

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 April 21, 1975 (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 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.

10. Applicant proposes to acquire part of the operating rights now held by transferor.
(all or part)

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.

11. The reason for the transfer is owner desired to liquidate branch operation
in York, PA

12a. The following must be attached:

- ☒ Sales Agreement
- ☒ List of equipment to be used to render service. (Summarized by type)
- ☒ Operating authority to be transferred/retained.
- ☒ Statement of Financial Position
- ☒ 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. Corporations only)
- ☐ Certificate of Authority. (Foreign (out-of-state) Corporations only).
- ☒ Statement of Corporate charter purpose. (Corporations only)

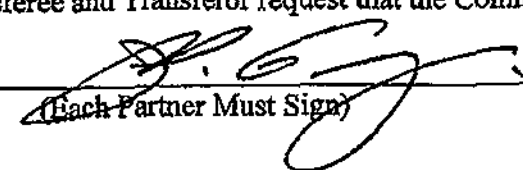
- ☒ List of Corporate officers and stockholders. (Corporations only)
- ☐ Copy of short form certificate showing date of death of transferor and name of executor/administrator/administratrix.

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.

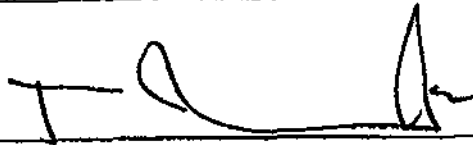
Transferee sign here:


(Each Partner Must Sign)

(Date)

(Corporate Seal)

Transferor sign here:



(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)

THOMAS J. LEVIN *[Signature]* (Pres.) 3/29/2011
(Print Name) (Signature) (Date)

(Print Name) (Signature) (Date)

(Print Name) (Signature) (Date)

TRANSFeree (BUYER)

Suzanne Treier *[Signature]* Secretary _____
(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.

I. #3

I. #3 4

V.L.I.

SAME #

A-00099283

PENNSYLVANIA

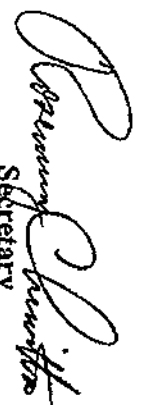
PUBLIC UTILITY COMMISSION

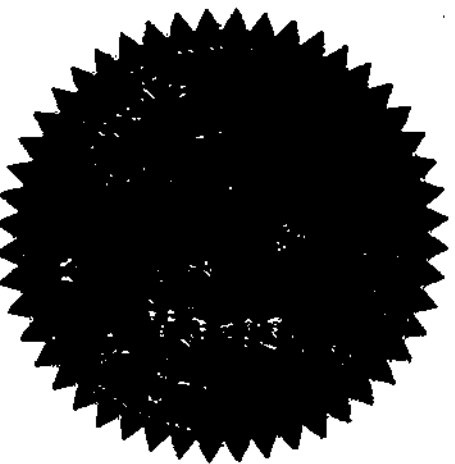
IN THE MATTER OF : A-00099283

Application of Jack Treier Inc., a corporation of the Commonwealth of Pennsylvania, for the amendment to its common carrier certificate, which grants the right, inter alia, to transport, by motor vehicle, household goods in use, from points in Lancaster County, to points in Pennsylvania, and vice versa. SO AS TO PERMIT the transportation of household goods in use, from points in the City of Lebanon, Lebanon county, and within ten (10) miles by the usually traveled highways of the limits of said city, to points in Pennsylvania, and vice versa, which is to be a transfer of all rights authorized under the certificate issued at A-00097607 to T. H. Heilig, Inc., subject to the same rights and conditions. A-2010-2165814

The Pennsylvania Public Utility Commission hereby certifies that after an investigation and/or hearing, it has, by its report and order made and entered, found and determined that the granting of the application is necessary or proper for the service, accommodation, convenience and safety of the public and hereby issues to the applicant this **CERTIFICATE OF PUBLIC CONVENIENCE** evidencing the Commission's approval to operate as a motor carrier.

In Witness Whereof, The PENNSYLVANIA PUBLIC UTILITY COMMISSION has caused these presents to be signed and sealed, and duly attested by its Secretary at its office in the city of Harrisburg this 18th day of August, 2010.


Secretary



PENNSYLVANIA PUBLIC UTILITY COMMISSION

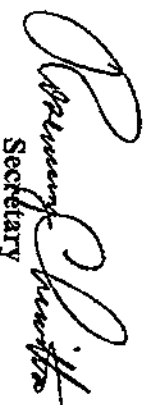
IN THE MATTER OF : A-00099283

Application of Jack Treier, Inc., via Tri-State Moving Systems to transport, by motor vehicle, household goods in use, from points in the county of York, to points in Pennsylvania, and vice versa; and between points in the counties of Adams, Cumberland, Dauphin, and Lebanon. A-2011-2233456

EFFECTIVE: June 9, 2011

The Pennsylvania Public Utility Commission hereby certifies that after an investigation and/or hearing, it has, by its report and order made and entered, found and determined that the granting of the application is necessary or proper for the service, accommodation, convenience and safety of the public and hereby issues to the applicant this **CERTIFICATE OF PUBLIC CONVENIENCE** evidencing the Commission's approval to operate as a motor carrier.

In Witness Whereof, The PENNSYLVANIA PUBLIC UTILITY COMMISSION has caused these presents to be signed and sealed, and duly attested by its Secretary at its office in the city of Harrisburg this 9th day of June, 2011.


Secretary



PENNSYLVANIA PUBLIC UTILITY COMMISSION

IN THE MATTER OF THE APPLICATION OF: A-00099283, Folder 2

JACK TRIER, INC.

The Pennsylvania Public Utility Commission hereby certifies that after an investigation and/or hearing, it has found and determined that the granting of the application is proper for the convenience and safety of the public and hereby issues to the applicant this **CERTIFICATE OF PUBLIC CONVENIENCE** evidencing the Commission's approval to operate as a motor common carrier of property.

In Witness Whereof, The PENNSYLVANIA PUBLIC UTILITY COMMISSION has caused these presents to be signed and sealed, and duly attested by its Secretary at its office in the city of Harrisburg this 22nd day of February, 1996.



John H. O'Connell
Secretary

A-2011-2233456 JACK TREIR, INC., T/A TRI-STATE MOVING SYSTEMS (140 Marble Drive, Lancaster, Lancaster County, PA 17601), a corporation of the Commonwealth of Pennsylvania - household goods in use, from points in the county of Lancaster to points in Pennsylvania, and vice versa: SO AS TO PERMIT the transportation of household goods in use, 1) from points in the county of York to points in Pennsylvania, and vice versa and; 2) between points in the counties of Adams, Cumberland, Dauphin, and Lebanon; which is to be a transfer of all of the rights authorized under the certificate issued at A-00102480, F. 1, AM-A, AM-C, AND AM-E to Shelly Moving & Storage, Inc., subject to the same limitations and conditions.
Attorney: Craig A. Doll, 25 West Second Street, P.O. Box 403, Hummelstown, PA 17036-0403.

Certificate No. A-00099283

A-2010-2165814

FREIGHT PA. P.U.C. NO. 2

Cancels

Freight Pa. P.U.C. No. 1

JACK TREIER, INC.

LOCAL MOTOR FREIGHT TARIFF

NAMING

RATES, RULES AND REGULATIONS

GOVERNING

THE RIGHT

To transport, by motor vehicle, household goods in use, from points in the City of Lebanon, Lebanon County, and within ten (10) miles by the usually traveled highways of the limits of said city, and from points in Lancaster County, to points in Pennsylvania, and vice versa.

For rates, rules, regulations and provisions applying to the transportation of HOUSEHOLD GOODS IN USE, see Tariff Freight Pa. P.U.C. No. 53 (Carrier Directory No. 53) loose-leaf revisions thereto and successive issues thereof issued by Tristate Household Goods Tariff Conference, Inc., Agent.

ISSUED: JULY 20, 2010

EFFECTIVE: JULY 21, 2010

Issued on 1 day's notice under authority of the Pa. Code, Title 52, Section 23.42.

Issued By:
Jack P. Treier, Jr., President
140 Marble Drive
Lancaster, PA 17601-6812

CERTIFICATE NO. A. 92081
Folder 1, Am-A

FREIGHT PA. P.U.C. NO. 2
Cancels
Freight Pa. P.U.C. No. 1

Charles I. Sheely
trading and doing business as

JIMMY WILSON, JR., STORAGE OF LANCASTER

T A R I F F
O F
RATES AND RULES
GOVERNING
THE RIGHT

To transport, as a Class D carrier, property usual to use in a household when a part of such household equipment or supply in connection with a removal by a householder from one house or dwelling to another; furniture, fixtures, equipment and the property usual in a store, office, museum, institution, hospital or other establishment when a part of the stock, equipment or supply of such store, office, museum, institution, hospital or other establishment, in connection with a removal from one location to another; and works of art, furniture, musical instruments, displays, exhibits and articles requiring specialized handling and equipment usually employed in moving household goods, from points in Lancaster County to points in Pennsylvania, and vice versa.

ISSUED: SEPTEMBER 29, 1969

EFFECTIVE: SEPTEMBER 30, 1969

Issued under authority of Tariff Rule 2(c) of the Pennsylvania Public Utility Commission.

ISSUED BY:

CHARLES I. SHEELY, Owner

424-26 N. Queen Street
Lancaster, Pa. 17603

A. 99283

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

IN THE MATTER OF THE APPLICATION OF

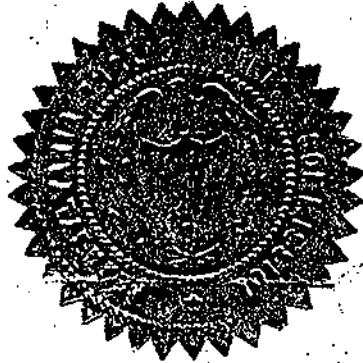
JIMMY WILSON, JR., STORAGE OF LANCASTER,
INC., a corporation of the Commonwealth
of Pennsylvania

CERTIFICATE
OF
PUBLIC CONVENIENCE

The Pennsylvania Public Utility Commission hereby certifies that after an investigation and/or hearing had on the above entitled application, it has, by its report and order made and entered, a copy of which is attached hereto and made a part hereof, found and determined that the granting of said application is necessary or proper for the service, accommodation, convenience and safety of the public, and this certificate is issued evidencing its approval of the said application as set forth in said report and order.

In Testimony Whereof, The PENNSYLVANIA PUBLIC UTILITY COMMISSION has caused these presents to be signed and sealed, and duly attested by its Secretary at its office in the city of Harrisburg this 20th day of August, 1975.

Attest:



PENNSYLVANIA
PUBLIC UTILITY COMMISSION

C. J. McElwee

Acting Secretary

It appearing that the holder of the certificate of public convenience in this proceeding requests that said certificate be amended to stand in the name of JACK TREIER, INC., and it further appearing that said certificate holder has properly filed with the Secretary of the Commonwealth and the Prothonotary of Philadelphia County to amend its name;

NOW, to wit, May 13, 1983, IT IS ORDERED:

That the certificate of public convenience issued to Jimmy Wilson, Jr., Storage of Lancaster, Inc. be and is hereby modified and amended to stand in the name of Jack Treier, Inc.

By the Commission:


Jerry Rick, Secretary

Schedule 2.3

Assumed Liabilities

None.

Personal Property Leases

Premier Communications Phone System

Schedule 4.4 (f)

Bank Accounts

PNC Bank 51-1049-0672 Operating Account

PNC Bank 50-0614-5115 Money Market

PNC Bank 51-1354-4664 Operating Account

Schedule 4.9

Material Contracts

1. Software License Subscription Agreement, dated as of November 2, 2011, by and between Jonas Software USA Inc., and Jack Treier, Inc.
2. Managed Services Agreement, dated as of November 2, 2011, by and between Jonas Software USA, Inc. dba EWS Group and Jack Treier, Inc.
3. Independent Contractor Operating Agreement, dated as of July 21, 2008, by and between Juan Adorno and Treier, Jack Inc. d/b/a Jack Treier, Inc.
4. Independent Contractor Operating Agreement dated as of December 31, 2013, by and between Gregory P. Good and Treier, Jack Inc. d/b/a Jack Treier, Inc.
5. Independent Contractor Operating Agreement, dated as of September 1, 2010, by and between Mark Kiessling and Treier, Jack Inc. d/b/a Jack Treier, Inc.
6. Independent Contractor Operating Agreement, dated as of June 19, 2014, by and between Eugenio Jumelles and Treier, Jack Inc. d/b/a Jack Treier, Inc.
7. Independent Contractor Operating Agreement, dated as of March 9, 2012, by and between John E. Palmer and Treier, Jack Inc. d/b/a Tri-State Moving Systems.
8. Independent Contractor Operating Agreement, dated as of October 3, 2011, by and between Jerry V. Pippin, Jr. and Treier, Jack Inc. d/b/a Tri-State Moving Systems.
9. Independent Contractor Operating Agreement, dated as of March 1, 2011, by and between Peter Wagner and Treier, Jack Inc. d/b/a Jack Treier, Inc.
10. Evidence of Increased Carrier or Warehouseman Obligation, dated as of 5/18/2006, between Stanley Oberrender and Jack Treier, Inc.
11. Mowing and Property Maintenance Contract, dated as of 10/30/201, between Lanco Landscape Management, Inc and Jack Treier, Inc.
12. Cleaning Service Agreement, dated as of 4/27/2012, between Vanguard Cleaning Systems and Jack Treier, Inc.
13. Sales Order, dated as of 5/29/2014, between Colony Business Systems and Jack Treier, Inc.
14. Customer Service Agreement, dated as of 9/5/2014, between Republic Services and Jack Treier, Inc.
15. Delivery Agent Agreement, dated as of 9/3/2014, between A.L. Schutzman Company, Inc d.b.a. Ashdon Farms and Jack Treier, Inc.

Schedule 4.11

Litigation

State Farm Mutual Automobile Insurance Co vs. Jack Treier, Inc. (et al). Complaint No. 14-11053- This purports to describe a traffic accident involving one of Seller's trucks. The suit is being defended and the matter has been referred to Seller's liability insurance carrier.

SUMMARY SHEET

VIII: Insurance Agents and Brokers

Health Insurance

Health America/Health Assurance
Group Number
JTI - 1408210006
TSMS - 1408210007

Phone - 800-788-6445
Fax - 717-541-5979

3721 TechPort Drive
PO Box 67103
Harrisburg, PA 17106-7103

Account Rep
Joycelyn Baer
Phone - 717-541-5718
jbaer@cvty.com

Dental, Life, STD, LTD Insurance

Security Life
Group Number - 36598
1808 Colonial Village Lane
Suite 102
Lancaster, PA 17608-3149

Account Manager
Stephanie Gonzalez
Phone - 717-397-2751
Fax - 717-481-7175

Benefits Administrator (Health/Dental/STD)

Murray Securus
454 New Holland Avenue
Suite 300
Lancaster, PA 17601

Account Manager
Kathy Troutman
Phone - 717-735-3074
Fax - 717-735-6934
kt troutman@murrayinsurance.com

Workers' Compensation

Eastern Alliance Insurance Company
PO Box 83777
Lancaster, PA 17608-3777

Account Rep
Dana Kirkland
Phone - 717-735-1771
Fax - 717-481-5285

Workers' Compensation Administrator

Murray Securus (Agent)
39 North Duke Street
Lancaster, PA 17608-1728

Account Manager
Clarence Kegel
Phone - 717-735-3048
ckegal@murrayinsurance.com

EAP

Quest
PO Box 1032
York, PA 17405-1032

Account Manager
Connie Stock
Phone - 717-851-1409
Cell - 717-880-0037

401(k)

Principal Financial Group
Plan Number 430710
PO Box 279
Boiling Springs, PA 17007-0279

Account Manager
Cheri Lesko
Phone – 717-241-3019
Fax – 717-243-0856

401(k) Administrator

Horst Insurance
320 Granite Run Drive
PO Box 3320
Lancaster, PA 17601

Account Manager
Charlie Dielmann
Phone – 717-581-9876
Fax – 717-581-9812

XVII : Workers' Compensation

- A. There is no workers' compensation accrual. Premiums are billed in ten installments. When paid, they are posted as a prepaid expense. A monthly journal entry is then posted to allocate the annual premium over twelve months.
- B. Six percent of payroll is the workers' compensation expense. A copy of the premium calculation is included.
- C. A copy of the loss run is included.
- D. The Company has not had actuarial reviews.

Item IV. Management/Employees

- 1) Not applicable. There are no union contracts, collective bargaining agreements or any ongoing negotiations with unions..
- 2) Lawsuits – Copies of documentation included.
 - a. David Falk – Workers' compensation suit – settled 09/29/14.
 - b. Lana Radel – Bodily injury claim – non event, no response to UniGroup legal department as of 09/22/14.
 - c. Juan Adorno – Vehicle accident – settled 09/23/14.
 - d. Ben Leggore – Vehicle accident 10/10/13 – civil law suit pending- claimant looking for \$9167.66 in damages.
 - e. Kelly Mumma – position elimination – settled 02/06/12.
- 3) Not applicable – No pending labor disputes, work stoppages, work slowdowns, etc.
- 4) Not applicable – No wage/hour violations or claims pending.
- 5) Not applicable – No wrongful discharge actions are pending.

6) Contract Labor

a. Labor Ready

796D New Holland Avenue

Lancaster, PA 17602

Account Rep: Scott Donagher

Phone: 717-397-3344

7) At this time, there is no established policy to address overtime exemption status for administrative personnel.

Generally pay OT to helpers / Loaders.

8) Copies of the ICOAs are included.

9) Copies of benefits summary plan descriptions are included.

a. Health America/Health Assurance ✓

b. Eastern Alliance - Dental, Life Insurance, STD, LTD

c. Quest - EAP ✓

d. Principal - 401(k) - *50% up to 6% / Comp.* ✓

10) A copy of the Insurance premium and the allotment to the employees is included.

5

List of Contractors / Vendors

1074 East Main Street

Mount Joy, PA 17552

Updated: May 6, 2014

General Contractor

Penway Construction

Contact: Dave Buck

45 Doe Run Road

Manheim, PA 17545

717-665-2730

HVAC

Worley & Obetz

Contact: Betty

85 White Oak Road

Manheim, PA 17545

717-665-6891

800-665-6891 – Emergency Service

Security – C

Select Security

Contact: Randy Bedway

Lead Technician: Steve Resch

241 North Plum Street

Lancaster, PA 17602

717-877-877-0345 – Office

717-572-8515 – Randy – Cell

717-405-5637 – Steve – Cell

Cleaning Service – C

Vanguard

Contact: Gary Gressler

1929 Lincoln Highway East

Lancaster, PA 17602

717-715-0718 – Office

717-903-2021 – Gary cell

Carpets – Rug Runners

Certified Carpet

Contact:

1855 Columbia Avenue

Lancaster, PA 17608-1746

717-517-5387 - Office

Water Cooler

Water Guy

2 East Pointe Drive

Birdsboro, PA 19508

800-924-6841

? Scale

Garber Scale

Contact:

520 East Oregon Road

Lititz, PA 17543

717-393-1708

Scale Address Change

Commonwealth of PA – Dept of Agriculture

Bureau of Weights & Measures

2301 North Cameron Street

Harrisburg, PA 17110

Electrical Contractor

Hurst Electric

Contact: Leon Hurst

Project Manager: Jay Auker

91 Bomberger Road

Lititz, PA 17543

717-626-6324 - Office

717-629-6474 – Leon - Cell

717-286-3908 – Jay - Cell

? Fire Extinguishers

Ed Ober

Contact: Ed Ober

2584 Lebanon Road

Manheim, PA 17545

717-665-4955

Carpet Installation

Craig

717-201-4411

? Pest Control

Kirchners Pest Control

3830 Columbia Avenue

Mountville, PA 17554

717-285-9115

Propane -?

Anthem Propane
PO Box 1078
Highland Park, IL 60035
800-297-0756

Recycling -?

Welsh Recycling
310 South Broad Street
Hellam, PA 17406
717-755-6106

Vending Machines -?

Breakaway Snacks
Contact: Bob Herr
1287 Loop Road
Lancaster, PA 17601
717-293-1006

Comcast -?

Internet and external phone lines
800-391-3000

Verizon Wireless -?

Cell Phones
Account Number: 0420678561
Tech Support: 800-922-0204
Contact: Mike Nissley
717-756-1501 - Cell phone
4642 Jonestown Road
Harrisburg, PA 17109

Roof Repair/Maintenance

Exterior Roofing
Contact: John Mays
150 Highville Road
Millersville, PA 17551
717-871-1294
717-278-0661 - Emergency Service

Victory Packaging

Contact: Brandon Noeges
800-790-8457

Supply One

Packing Materials
Contact: John Villaneux
302-463-4864

Edy Waste -?

PO Box 448
Marietta, PA 17547
717-426-6060

Lanco Seeding and Landscaping ✓

11 Creekview Lane
Strasburg, PA 17579
717-468-3910

Electrical Supplies

BAM Electric
136 Keller Avenue
Lancaster, PA 17604-4883
717-293-1452 Phone
717-293-1453 Fax

Premier Comm -?

Internal phone lines and phones
800-372-4600
717-431-7142

Overhead Doors and Dock Levelers

Overhead Doors of Lancaster
Contact: Joe Kylar
115 Independence Court
Lancaster, PA 17601
717-735-0011 - Phone
717-735-0015 - Fax

Plumbing

Leeking Plumbing
Contacts: Dennis & Jeff Leeking
501 North Elm Street
Lititz, PA 17543
717-626-4956

PCA

Packing Material
109 Arrowhead Drive
Manheim, PA 17545
717-653-8551 - Candy
484-678-4359 - Chris Cultera

Schedule 4.14
Intellectual Property

Domain Names

1. <http://www.jacktreier.com/>
2. <http://www.tristatems.com/>

Company Names

1. "Jack Treier, Inc."
2. "Tri-State Moving Systems"

Schedule 4.16

Suppliers and Customers

Vendor List – attached

Storage List – attached

Suppliers and Customer Agreements:

1. Delivery Agent Agreement dated September 3, 2014, by and between A. L. Schutzman Company, Inc. d.b.a. Ashdon Farms and Jack Treier, Inc. Moving & Storage.
2. Agreement dated as of April 23, 2012, by and between Beltmann Integrated Logistics and Jack Treier, Inc.
3. Agreement dated as of October 2, 2014 by and between Suddath Global Logistics and Jack Treier, Inc. Moving & Storage.
4. Contract Renewal Agreement for Moving Services Agreement dated as of June 17, 2014, by and between Millersville University of Pennsylvania of the State System of Higher Education, Commonwealth of Pennsylvania and Jack Treier, Inc.
5. General Commodities Quotation and Contract dated March 19, 2008, by and between Beard Miller Company and Jack Treier, Inc. Moving & Storage.
6. General Commodities Quotation and Contract dated February 1, 2010, by and between Classic Quarters and Jack Treier, Inc. Moving & Storage.
7. General Commodities Quotation and Contract dated May 4, 2011, by and between Henrietta Heisler Interiors, Inc. and Jack Treier, Inc. Moving & Storage.

(U0072) Jack Treier, Inc.

(00012)	ASHBEX, PEGGY	Storage (qty):	5035	\$23,813.52	(amt):
Landcaster		Storage (qty):	5035	\$23,612.02	(amt):
Perm Storage		Storage (qty):	5035	\$23,612.02	(amt):
Monthly		Storage (qty):	5016	\$21,606.98	(amt):
Shipper	Order #	Customer	Storage In	Last Bill Cycle	Storage Note
ASHBEX, PEGGY	1-1071-3	(91011) Ashby, Peggy	11/18/2013	10/1/2014 -	
				10/31/2014	

Storage							
Destination	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location
Per M Storage				Yes	Yes		
Sig Inc-2250--	0.00 gr	\$10,000.0000	\$73.20	Yes	Yes		1028 139 (2)
Storage Item Totals:	0		\$73.20	Yes	Yes		

Shipper	Order #	Customer	Storage In	Last Bill Cycle	Storage Note
Atlee, William	6083	(96083) Atlee, William	2/9/1990	10/1/2014 -	1031/2014

Storage Description	Quantity	Quantity	Rate	Amount Billed	Recurring	Recurring End	Location	Item Note
Perm Storage		4.00	\$30.0000	\$120.00	Yes		229 (56)	
							351 604 (53)	
							642 (51)	
Storage Item Totals:		4		\$120.00	Yes			
				\$120.00				

Shipper	Order #	Customer	Storage In	Last Bill Cycle	Storage Note
Bender, Matthew	1067	(91067) Bender, Matthew	6/4/2014	10/1/2014 -	
				10/31/2014	

Storage						
Description	Quantity	Rate	Amount Billed	Reserving	Returning End	Item Note
Perm Storage			\$35.00	Yes	Yes	
Storage Item Totals:						
			\$35.00			

Shipper	Order #	Customer	Storage In	Last Bill Cycle	Storage Note
BENENSON, WILL	1-376-4	(91059) Benenson, Will	5/12/2014	10/1/2014 -	
				10/31/2014	

Storage	Description	Quantity	Rate	Amount Billed	Recurring	Rescinding End	Location	Item Note
	Penn Storage	1.00 m3	\$30,000	\$30.00	Yes	Yes		
Storage Item Total:		1		\$30.00				

(U0072) Jack Treier, Inc.

Storage (qy):	Storage (qy):	\$235 (amut):	\$23,819.52	Valuation (arv):	(amut):
---------------	---------------	---------------	-------------	------------------	---------

Perm Storage	Storage (qty):	Storage (amt):	Valuation (qty):	(amt):
Monthly	Storage (qty):	5,035 (amt):	\$23,612.02	Valuation (qty):
Shopper	Storage (qty):	5,016 (amt):	\$21,606.98	Valuation (qty):
BITLER, ANDREA	Order # 1-708-0	Storage in (13184) Threshold Rehabilitation Services	Last Bill Cycle 10/1/2014 - 10/31/2014	Storage Note

Storage Description	Quantity	Quantity	Rate	Amount	Eligible	Recurring	Recurring End	Location	Item Note
Perm Storage			\$0.0000	\$108.30	Yes	Yes		1056 133 388 (10)	
Storage Item Totals:		0.00 city	\$17,800.0000	\$26.70	Yes	Yes		571 251 (26)	
				\$135.00					

<u>Shipper</u>	<u>Order #</u>	<u>Customer</u>	<u>Storage In</u>	<u>Last Bill Cycle</u>	<u>Storage Note</u>
BLANEY, MIKE	1-151-7	(99710) Estate of Mrs. Blaney	2/9/2007	10/1/2014 -	
				10/31/2014	

Storage Description	Quantity	Quantity	Rate	Amount	Filled	Recurring	Recurring End	Location	Item Name
Perm Storage		2.00	\$25.0000	\$50.00	Yes	Yes		807, 440 (41)	
Storage Item Totals:		0.00	\$5,500.0000	\$8.25	Yes	Yes			
Storage Item Totals:		2		\$8.25					

Shipper	Order #	Customer	Storage In	Last Bill Cycle	Storage Note
BONNEVILLE, KELLY	I-183-4	(91045) Bonneville, Kelly	4/11/2014	9/1/2014 - 9/30/2014	
Storage					
Description	Quantity	Rate	Amount	Billed	Recurring End
Perm Storage	900 qty	\$30.0000	\$270.00	Yes	Item Note
				Yes	5410 939 405 8340 869
Subs-5250	0.00 qty	\$50,000.0000	\$75.00	Yes	723 1017 746 460 (11)
Storage Item Totals:	9		\$345.00		

Shopper	Order #	Customer	Storage In	Last Bill Cycle	Storage Note			
Boots, Earl	3834	(93834) Boots, Earl	12/29/1975	10/1/2014 - 10/31/2014				
Storage								
Description	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Penn Storage			\$15.00	Yes	Yes			
Storage-FVP	0.00	\$200.0000	\$0.40	Yes	Yes			
Storage Item Totals:	0		\$15.40					

(U0072) Jack Treier, Inc.

Storage						
Description	Quantity	Quantity	Rate	Amount Billed	Resourcing End	Item Note
Pern Storage				\$372.00	Yes	Location 653 1008 0183 912 772 849 0154 0183 (72) 737 876 782 (25)
Pern Storage	2.00	any	\$30.0000	\$60.00	Yes	
Storage Item Totals:	1			\$432.00		

Shipper Breault2, Cheryl	Order # 1-699-4	Customer (91118) Breault, Cheryl	Storage In 8/26/2014	Last Bill Cycle 10/1/2014 - 10/31/2014	Storage Note
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Shipper BRENDZA, TAYLOR	Order # 1-73-8	Customer (99928) Brendza, Taylor	Storage In 1/25/2008	Last Bill Cycle 10/1/2014 - 10/31/2014	Storage Note
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(U0072) Jack Treier, Inc.

10/31/2014						
<i>Storage</i>						
Description	Quantity	Rate	Amount	Billed	Recurring	Item Note
Perm Storage			\$192.00	Yes	Yes	760 305 298 689 8300
Storage Item Totals:			\$192.00			546 (28)

Storage Details

(U0072) Jack Treier, Inc.

Storage (qty): 5.035 (amt): \$23,813.52 Valuation (qty): (amt):
 Storage (qty): 5.035 (amt): \$23,612.02 Valuation (qty): (amt):
 Storage (qty): 5.016 (amt): \$21,606.98 Valuation (qty): (amt):

Monthly
 Shipper: CANOSA, JOANNE
 Order #: 1-631-3
 Customer: (99960) Canosa, Joanne
 Storage In: 8/12/2013
 Last Bill Cycle: 10/1/2014 - 10/31/2014
 Storage Note

Storage Description	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perm Storage	25.00 qty	\$7,000.00	\$175.00	Yes	Yes		427 C105 685 736 805 883	
Perm Storage - Daughter	2.00 qty	\$25,000.00	\$50.00	Yes	Yes		1013 788 111 941 0141	
Storage Item Totals:	27		\$225.00				706	

Shipper
 CANTY, BRANDON
 Order #: 1-1054-3
 Customer: (91008) Cnty, Brandon
 Storage In: 11/6/2013
 Last Bill Cycle: 10/1/2014 - 10/31/2014
 Storage Note

Storage Description	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perm Storage	3.00 qty	\$30,000.00	\$90.00	Yes	Yes		270- 790- 325 (13)	
Storage Item Totals:	3		\$20.25	Yes	Yes			

Shipper
 CARTY, LINDA
 Order #: 1-501-4
 Customer: (20000) Cod Customer Local
 Storage In: 6/19/2014
 Last Bill Cycle: 10/1/2014 - 10/31/2014
 Storage Note

Storage Description	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perm Storage	1.00 qty	\$30,000.00	\$30.00	Yes	Yes		100 (12)	
Storage Item Totals:	1		\$30.00					

Shipper
 CASSATT, BARBARA
 Order #: 1-129-7
 Customer: (99706) Cassatt, Barbara
 Storage In: 2/12/2007
 Last Bill Cycle: 5/1/2014 - 5/31/2014
 Storage Note

Storage Description	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perm Storage		30,000	\$50.00	Yes	Yes		185 358 1074 (20)	
Storage Item Totals:			\$50.00					

Shipper
 Charter Homes,
 Order #: 1-949-3
 Customer: (90426) Charter Homes
 Storage In: 10/8/2013
 Last Bill Cycle: 3/1/2014 - 3/31/2014
 Storage Note

Storage Description	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perm Storage			\$120.60	Yes	Yes		398 542 0128 115 (50)	
Storage Item Totals:	0.00 qty	\$17,500.000	\$26.15	Yes	Yes			
Storage Item Totals:	0		\$155.85					

Storage Details

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Storage Details

(U0072) Jack Treler, Inc.

Main Storage		Storage (qty):	Storage (amt):	Storage (qty):	Storage (amt):	Valuation (qty):	Valuation (amt):
Perm Storage							
Monthly		Storage (qty):	Storage (amt):	Storage (qty):	Storage (amt):	Valuation (qty):	Valuation (amt):
Order #		Storage (qty):	Storage (amt):	Storage (qty):	Storage (amt):	Valuation (qty):	Valuation (amt):
1-507-9		Storage (qty):	Storage (amt):	Storage (qty):	Storage (amt):	Valuation (qty):	Valuation (amt):
Customer		Storage (qty):	Storage (amt):	Storage (qty):	Storage (amt):	Valuation (qty):	Valuation (amt):
(90248) Conrad, Margaret		Storage (qty):	Storage (amt):	Storage (qty):	Storage (amt):	Valuation (qty):	Valuation (amt):
		Storage In	Storage In	Storage In	Storage In	Storage Note	Storage Note
		7/30/2009	10/1/2014 -	10/1/2014 -	10/31/2014		

Storage	Description	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perm Storage		3.00	\$20.0000	\$60.00	Yes	Yes		309 627 1054 (11)	
Sig Ins \$250		0.00	\$14.00000000	\$21.00	Yes	Yes			
Storage Item Totals:		3		\$111.00					

Shipper	Order #	Customer	Storage In	Last Bill Cycle	Storage Note
COOK, CATHY	1-46-8	(99919) Cook, Cathy	1/11/2008	10/1/2014 -	10/31/2014

Storage	Description	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perm Storage		3.00	\$20.0000	\$60.00	Yes	Yes			
Sig Ins \$250		2.0000	\$0.0015	\$3.00	Yes	Yes			
Storage Item Totals:		2003		\$63.00					

Shipper	Order #	Customer	Storage In	Last Bill Cycle	Storage Note
COOPER, DAN	1-651-2	(90809) Hughes, Amy	10/4/2012	7/1/2014 -	7/31/2014

Storage	Description	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perm Storage		2.00	\$30.0000	\$60.00	Yes	Yes		892 280 (21)	
Sig Ins \$250		0.00	\$5.00000000	\$7.50	Yes	Yes			
Storage Item Totals:		2		\$67.50					

Shipper	Order #	Customer	Storage In	Last Bill Cycle	Storage Note
COOPER, LISA	1-477-3	(90906) Cooper, Lisa	5/22/2013	10/1/2014 -	10/31/2014

Storage	Description	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perm Storage		0.00	\$14.00000000	\$94.20	Yes	Yes		690 490 783 (41)	
Sig Ins \$250		0.00	\$14.00000000	\$21.00	Yes	Yes			
Perm Storage - added 6-2-14				\$67.20	Yes	Yes		734 823 (4)	
Storage Item Totals:		0		\$182.40					

Storage Details

(U0072) Jack Treiter, Inc.

Perm Storage		Storage (qty):	Storage (amt):	5.035 (amt):	\$23,813.52	Valuation (qty):	(amt):
Monthly		Storage (qty):	Storage (amt):	5.035 (amt):	\$23,813.52	Valuation (qty):	(amt):
Shipper		Storage (qty):	Storage (amt):	5.016 (amt):	\$21,606.98	Valuation (qty):	(amt):
COX-HOLMES, ERIN		Customer	Storage In	Last Bill Cycle	Storage Note		
Order #		(13266) Cox-Holmes, Erin	3/31/2011	10/1/2014 -			
				10/31/2014			

Storage	Description	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perm Storage				\$169.20	Yes	Yes			
Sig Ins-\$250				\$90.75	Yes	Yes			
Storage Item Totals:				\$259.95					

Shipper	Order #	Customer	Storage In	Last Bill Cycle	Storage Note
Deaf & Hard Of Hearing Ser, Barry	9061	(99061) Deaf & Hard Of Hearing Services	5/21/2004	10/1/2014 -	
Whitner				10/31/2014	

Storage	Description	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perm Storage				\$30.00	Yes	Yes			
Storage Item Totals:				\$30.00					

Shipper	Order #	Customer	Storage In	Last Bill Cycle	Storage Note
Desrosiers, Eric	1-515-4	(91077) Desrosiers, Eric	6/6/2014	10/1/2014 -	
				10/31/2014	

Storage	Description	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perm Storage				\$75.00	Yes	Yes			
Storage Item Totals:				\$75.00					

Shipper	Order #	Customer	Storage In	Last Bill Cycle	Storage Note
DRAGANN, RAY	1-1181-3	(91021) Dragann, Ray	12/19/2013	10/1/2014 -	
				10/31/2014	

Storage	Description	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perm Storage		3.00 qty	\$30.0000	\$150.00	Yes	Yes			
Sig Ins-\$250		0.00 qty	\$15.0000000	\$22.50	Yes	Yes			
Storage Item Totals:				\$172.50					

Shipper	Order #	Customer	Storage In	Last Bill Cycle	Storage Note
DUDAS, MIKE	1-480-2	(90781) Dudas, Mike/Irene	7/12/2012	10/1/2014 -	
				10/31/2014	

Storage	Description	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perm Storage		3.00 qty	\$25.0000	\$75.00	Yes	Yes			
Sig Ins-\$250		0.00	\$10.3000000	\$15.75	Yes	Yes			
Storage Item Totals:				\$90.75					

Storage Details

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(U0072) Jack Treier, Inc.

MILITARY (2/000)

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Q. Now, you're going to tell me that the defendant was not the person who was in the car that was involved in the accident, is that correct?

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Page 10

Shinner Or

Signature _____

Storage Details

(U0072) Jack Treier, Inc.

Storage (cts):		Storage (qty):		Storage (amt):		Valuation (qty):		Valuation (amt):	
Perm Storage		Storage (qty):	Storage (amt):	Storage (qty):	Storage (amt):	Valuation (qty):	Valuation (amt):	Valuation (qty):	Valuation (amt):
Monthly		Storage (qty):	Storage (amt):	Storage (qty):	Storage (amt):	Valuation (qty):	Valuation (amt):	Valuation (qty):	Valuation (amt):
Shipper	Order #	Customer	Storage (qty):	Storage (amt):	Storage (qty):	Storage (amt):	Storage (amt):	Storage (amt):	Storage (amt):
Estate of John Hoff, Jr	1071	(91071) Estate of John B Hoff, Jr.	Storage In	6/4/2014	Last Bill Cycle	Storage Note	Storage Note	Storage Note	Storage Note
					10/1/2014 -				
					10/31/2014				

Storage		Storage In		Storage Note	
Description	Quantity	Rate	Amount Billed	Recurring	Recurring End
Perm Storage	Quantity	Rate	Amount Billed	Recurring	Recurring End
Storage Item Totals:			\$75.00	Yes	

Shipper		Storage In		Storage Note	
Estate of Paul Secunda, Jr	Order #	Customer	Storage In	10/5/2006	Storage Note
	9645--	(99645) Estate of Paul Secunda, Jr.			
					10/31/2014

Storage		Storage In		Storage Note	
Description	Quantity	Rate	Amount Billed	Recurring	Recurring End
Perm Storage	Quantity	Rate	Amount Billed	Recurring	Recurring End
Storage Item Totals:			\$150.00	Yes	

Shipper		Storage In		Storage Note	
Estate Of Tom Lynch	Order #	Customer	Storage In	7/24/2006	Storage Note
	9581	(99581) Estate Of Tom Lynch			
					10/31/2014

Storage		Storage In		Storage Note	
Description	Quantity	Rate	Amount Billed	Recurring	Recurring End
Perm Storage	Quantity	Rate	Amount Billed	Recurring	Recurring End
Storage Item Totals:			\$66.00	Yes	

Shipper		Storage In		Storage Note	
Favro, Larry	Order #	Customer	Storage In	3/28/2011	Storage Note
	1-342-1	(90545) Favro, Larry			
					10/31/2014

Storage		Storage In		Storage Note	
Description	Quantity	Rate	Amount Billed	Recurring	Recurring End
Perm Storage	Quantity	Rate	Amount Billed	Recurring	Recurring End
Storage Item Totals:			\$30.00	Yes	

Storage Details

(U0072) Jack Treier, Inc.

JACK TRINER, INC.					
Inventory					
	Storage (qty):	Storage (amt):	Storage (qty):	Storage (amt):	Storage (amt):
Perm Storage	5,035	\$23,813.52	5,035	\$23,813.52	\$23,813.52
Monthly	5,016	\$21,606.98	5,016	\$21,606.98	\$21,606.98

Shipper Fisher, Richard	Order # 6703	Customer (96703) Fisher, Richard	Storage In 10/13/1993	Last Bill Cycle 10/1/2014 - 10/31/2014	Storage Note
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Storage							
Description	Quantity	Quantity	Rate	Amount	Billed	Recurring	End Location
Penn Storage	1.00		\$30.0000	\$30.00	Yes	Yes	
Sig Jar-Fup	0.00		\$3,000.0000	\$4.50	Yes	Yes	
Storage Item Totals:				\$34.50			

Shipper FOULSHAM, ELIZABETH	Order # 1-325-1	Customer (90359) Foulsham, Elizabeth	Storage In 5/19/2011	Last Bill Cycle 10/1/2014 - 10/31/2014	Storage Note
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<i>Storage</i>	Description	Quantity	Quantity	Rate	Amount Billed	Recurring	Recurring Paid	Location	Item Note
Prem Storage				\$8.0000	\$209.60	Yes	Yes	C80 1047 597 914 1081 435 0138 (S)	
Sig Int-S750		0.00 gpy	0	\$31,900.0000	\$45.95	Yes	Yes	359 (31)	
Storage Item Totals:					\$259.55				

Shipment	Order #	Customer	Storage In	Last Bill Cycle	Storage Note
FOX CODE,	1-229-3	(91229) Richardson & Co.	3/17/2013	10/1/2014 -	
				10/31/2014	

Storage Description	Quantity	Quantity	Rate	Amount	Billed	Rescurring	Rescurring End	Location	Item Note
Pump Storage		15.00 cty	\$325.0000	\$525.00	Yes	Yes		508 824 886 923 920 908	
Storage Item Totals:		15		\$525.00				303 990 1078 995 922	
								0163 (16)	
								Location - 292 & 938 (16)	

Shinner Galvao,, Kathy	Order # 8970	Customer (98970) Galvao, Kathy	Storage In 12/1/2003	Last Bill Cycle 10/1/2014 - 10/31/2014	Storage Note
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Storage Description	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perm Storage			\$75.00	Yes	Yes			
Sig Ins-FVP	0.00	\$13,100.0000	\$19.65	Yes	Yes			
Storage Item Totals:	0		\$94.65					

Storage Details

(U0072) Jack Treier, Inc.

Location: Storage (qty): 5.035 (amt): \$23,813.52 Valuation (qty): (amt):
 Monthly Storage (qty): 5.035 (amt): \$23,612.02 Valuation (qty): (amt):
 Shipper: Garber, John Order # 1066 Customer (91066) Garber, John Storage In 6/4/2014 Last Bill Cycle 10/1/2014 - 10/31/2014 Storage Note

Storage	Description	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perm Storage				\$75.00	Yes	Yes			
Storage Item Totals:				\$75.00					

Shipper: GARDNER, BERNADETTE Order # 1-322-7 Customer (99732) Gardner, Anne Storage In 4/4/2007 Last Bill Cycle 10/1/2014 - 10/31/2014 Storage Note

Storage	Description	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perm Storage		1.00	\$30.0000	\$30.00	Yes	Yes			
Sig Ins-S250		0.00	\$5,000.0000	\$7.50	Yes	Yes			
Storage Item Totals:				\$37.50					

Shipper: George, Carol Order # 8022 Customer (98022) George, Helga Storage In 12/1/1999 Last Bill Cycle 10/1/2014 - 10/31/2014 Storage Note

Storage	Description	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perm Storage				\$60.00	Yes	Yes			
Sig Ins-FVP		0.00	\$2,000.0000	\$3.00	Yes	Yes			
Storage Item Totals:				\$63.00					

Shipper: GOOD, CHERYL Order # 1-373-4 Customer (91060) Good, Cheryl Storage In 5/23/2014 Last Bill Cycle 10/1/2014 - 10/31/2014 Storage Note

Storage	Description	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perm Storage				\$79.60	Yes	Yes		5360 5830 (61)	
Storage Item Totals:				\$79.60					

(U0072) Jack Treier, Inc.

Source: *Source: [illegible]*

Storage Details

(U0072) Jack Treier, Inc.

Planaster Storage (qty): 5,035 (amt): \$23,813.52 Valuation (qty): (amt): \$23,813.52

Monthly Storage (qty): 5,035 (amt): \$23,813.52 Valuation (qty): (amt): \$23,813.52

Shipper Order # 1073 Hanna, Robert Customer (91073) Hanna, Robert Storage In 6/4/2014 Last Bill Cycle 10/1/2014 - 10/31/2014 Storage Note

Storage	Description	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perm Storage		1.00	\$20.0000	\$20.00	Yes	Yes		\$230 (10)	
Perm Storage	Pickup in Middletown	0.00	\$5,000.0000	\$7.50	Yes	Yes			
Sig Ins-\$250	Pickup in Middletown	1		\$112.50					
Storage Item Totals:									

Shipper Order # 9577 Hart, Linda Customer (99577) Hart, Linda Storage In 7/24/2006 Last Bill Cycle 10/1/2014 - 10/31/2014 Storage Note

Storage	Description	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perm Storage		1.00	\$30.0000	\$30.00	Yes	Yes			
Sig Ins-FVP		0.00	\$6.000.0000	\$6.00	Yes	Yes			
Storage Item Totals:				\$36.00					

Shipper Order # 1-331-6 HAYWARD, PATRICIA/BARBARA Customer (99451) Hayward, Barbara/Patricia Johnston Storage In 10/31/2005 Last Bill Cycle 10/1/2014 - 10/31/2014 Storage Note

Storage	Description	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perm Storage		0.00	\$0.0000	\$140.00	Yes	Yes			
Sig Ins-\$250		0.00	\$9,000.0000	\$13.50	Yes	Yes			
Storage Item Totals:				\$153.50					

Shipper Order # 9690 -- Hayward, Robert Customer (99690) Hayward, Robert B. Storage In 1/26/2007 Last Bill Cycle 10/1/2014 - 10/31/2014 Storage Note

Storage	Description	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perm Storage		2.00	\$30.0000	\$60.00	Yes	Yes			
Sig Ins-\$250		0.00	\$3,000.0000	\$7.50	Yes	Yes			
Storage Item Totals:				\$67.50					

Storage Details

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Storage Details

(U0072) Jack Treier, Inc.

Perms Storage		Storage (qty):	Storage (amt):	Storage (amt):	Valuation (amt):	Valuation (amt):
Monthly		Storage (qty):	Storage (amt):	Storage (amt):	Valuation (amt):	Valuation (amt):
Order #	Order #	Storage (qty):	Storage (amt):	Storage (amt):	Valuation (amt):	Valuation (amt):
1-1114-3	1-1114-3	Storage (qty):	Storage (amt):	Storage (amt):	Valuation (amt):	Valuation (amt):
Shipper	Shipper	Storage (qty):	Storage (amt):	Storage (amt):	Valuation (amt):	Valuation (amt):
Heaps, Vincent	Heaps, Vincent	Storage (qty):	Storage (amt):	Storage (amt):	Valuation (amt):	Valuation (amt):
Storage		Storage (qty):	Storage (amt):	Storage (amt):	Valuation (amt):	Valuation (amt):
Description		Storage (qty):	Storage (amt):	Storage (amt):	Valuation (amt):	Valuation (amt):
Perms Storage		Storage (qty):	Storage (amt):	Storage (amt):	Valuation (amt):	Valuation (amt):
Trailer Rental		Storage (qty):	Storage (amt):	Storage (amt):	Valuation (amt):	Valuation (amt):
Sig Ins-\$250		Storage (qty):	Storage (amt):	Storage (amt):	Valuation (amt):	Valuation (amt):
Storage Item Totals:		Storage (qty):	Storage (amt):	Storage (amt):	Valuation (amt):	Valuation (amt):

Order #	Customer	Amount Billed	Recurring	Recurring End	Location	Item Note
1-1114-3	(91017) Heaps, Vincent	\$210.00	Yes	Yes	119 313 357 836 570	
		\$200.00	Yes	Yes	444 131 (15)	
		\$165.00	Yes	Yes	Less Trailer	
Storage Item Totals:		\$875.00				

Order #	Customer	Storage In	Last Bill Cycle	Storage Note
1-616-4	(20000) Cod Customer Local	7/24/2014	10/1/2014 - 10/31/2014	

Order #	Customer	Amount Billed	Recurring	Recurring End	Location	Item Note
1069	(91069) Hershey Community Chorus	\$199.20	Yes	Yes	148 789 393 626 335	
		\$199.20	Yes	Yes	898 (34)	
Storage Item Totals:		\$199.20				

Order #	Customer	Storage In	Last Bill Cycle	Storage Note
1069	(91069) Hershey Community Chorus	6/4/2014	10/1/2014 - 10/31/2014	

Order #	Customer	Amount Billed	Recurring	Recurring End	Location	Item Note
1-615-4	(91106) Hildebrand, Glenn	\$75.00	Yes	Yes		
		\$75.00	Yes	Yes		
Storage Item Totals:		\$75.00				

Order #	Customer	Storage In	Last Bill Cycle	Storage Note
1-615-4	(91106) Hildebrand, Glenn	7/30/2014	9/1/2014 - 9/30/2014	

Order #	Customer	Amount Billed	Recurring	Recurring End	Location	Item Note
1-615-4	(91106) Hildebrand, Glenn	\$108.40	Yes	Yes		
		\$24.60	Yes	Yes		
Storage Item Totals:		\$133.00				

(U0072) Jack Treier, Inc.

Storage		Recurring		Recurring		Location		Item Note	
Description	Quantity	Rate	Amount	Billed	Yes	Yes			
Perm Storage	1.00 qy	\$30.0000	\$30.00	Yes		Yes			
Storage Item Totals:			\$30.00						

Storage Details

(U0072) Jack Treier, Inc.

Storage (qty):	Storage (amt):	Storage (qty):	Storage (amt):	Valuation (qty):	Valuation (amt):
5.035	\$21,813.52	5.035	\$21,813.52		
5.035	\$21,813.52	5.035	\$21,813.52		
5.016	\$21,606.98	5.016	\$21,606.98		
Storage In	Last Bill Cycle	Storage In	Last Bill Cycle	Storage Note	
4/15/1983	10/1/2014 -	4/15/1983	10/1/2014 -		
	10/31/2014		10/31/2014		

Storage	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perin Storage	0.00	\$0.0000	\$72.60	Yes	Yes			
Sig Ins-FYP	0.00	\$10,000,000.00	\$15.00	Yes	Yes			
Storage Item Totals:	0		\$87.60					

Shipper	Order #	Customer	Storage In	Last Bill Cycle	Storage Note
IACOBUCCI, PHIL	1-480-0	(90404) Iacobucci, Phil	6/22/2010	10/1/2014 -	
				10/31/2014	

Storage	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perin Storage	0.00	\$0.0000	\$484.60	Yes	Yes			
Sig Ins-\$250	0.00	\$10,000,000.00	\$150.00	Yes	Yes			
Storage Item Totals:	0		\$634.60					

Shipper	Order #	Customer	Storage In	Last Bill Cycle	Storage Note
Johansen, Debbie	0676	(90676) Johansen, Debbie	11/7/2011	10/1/2014 -	
				10/31/2014	

Storage	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perin Storage	0.00	\$0.0000	\$161.40	Yes	Yes			
Storage Item Totals:	0		\$161.40					

Shipper	Order #	Customer	Storage In	Last Bill Cycle	Storage Note
Johnson, Geraldine	1084	(91084) Johnson, Geraldine	6/13/2014	10/1/2014 -	
				10/31/2014	

Storage	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perin Storage	0.00	\$0.0000	\$75.00	Yes	Yes			
Storage Item Totals:	0		\$75.00					

Storage Details

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(U0072) Jack Treier, Inc.

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(U0072) Jack Treier, Inc.

Shipper	Order #	Customer	Storage In	Last Bill Cycle	Storage Note
KENDALL, JUSTIN	6-21-0	(90380) Kendall, Justin	5/10/2010	3/1/2014 - 3/31/2014	

Shipper	Order #	Customer	Storage In	Last Bill Cycle	Storage Note
KIRCHNER, FRANCIS	1-749-8	(90086) Fulton, Charles	8/18/2008	10/1/2014 -	
				10/31/2014	

Shipper KNOX, ALEXANDRA	Order # 1034	Customer (91034) Knox, Alexandra	Storage In 2/21/2014	Last Bill Cycle 10/1/2014 - 10/31/2014	Storage Note
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Shipper Komisky,, Dennis	Order # 9218	Customer (99218) Komisky, Dennis	Storage In 11/24/2004	Last Bill Cycle 10/1/2014 - 10/31/2014	Storage Note
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<u>Shipper</u> Kornhauser, Florence	<u>Order #</u> 0135- - -	<u>Customer</u> (90135) Kornhauser, Florence	<u>Storage In</u> 11/13/2008	<u>Last Bill Cycle</u> 10/1/2014 - 10/31/2014	<u>Storage Note</u>
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Storage Details 10/3/2014 7:52:49 AM

Storage Details

(U0072) Jack Treier, Inc.

Maincast		Storage (qty):	Storage (amt):	Storage (amt):	Valuation (amt):	Valuation (amt):
Perm Storage			5.035	\$23,813.52		
Monthly			5.035	\$23,812.02		
Shipper	Order #	Storage (qty):	Storage (amt):	Storage (amt):	Valuation (amt):	Valuation (amt):
Kress, Art	9507	Customer (99507) Kress, Art	5.016	\$21,606.98		
		Storage In	4/24/2006	Last Bill Cycle	Storage Note	
				10/1/2014 -		
				10/31/2014		

Storage	Description	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perm Storage		2.00	\$30.0000	\$60.00	Yes	Yes			
Sig Ins-FVP		0.00	\$7,500.0000	\$11.25	Yes	Yes			
Storage Item Totals:		2		\$71.25					

Shipper	Order #	Customer	Storage In	Last Bill Cycle	Storage Note
Lamotte, Henrietta	9405	(89405) Lamotte, Henrietta	8/5/2005	10/1/2014 -	
				10/31/2014	

Storage	Description	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perm Storage		0.00	\$0.0000	\$165.00	Yes	Yes			
Sig Ins-FVP		0.00	\$25,000.0000	\$37.50	Yes	Yes			
Perm Storage - Daughter		1.00	\$30.0000	\$30.00	Yes	Yes		1061	
Storage Item Totals:		1		\$257.50					

Shipper	Order #	Customer	Storage In	Last Bill Cycle	Storage Note
LANCASTER UROLOGY,	1-182-3	(60046) Lancaster Urology	3/14/2013	10/1/2014 -	
				10/31/2014	

Storage	Description	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Lebanon #1				\$80.00	Yes	Yes			
Lebanon #2				\$80.00	Yes	Yes			
Storage Item Totals:				\$160.00					

Shipper	Order #	Customer	Storage In	Last Bill Cycle	Storage Note
LARSON, CHRISTINA	1-597-7	(99807) Larson, Christina	7/3/2007	10/1/2014 -	
				10/31/2014	

Storage	Description	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perm Storage			\$0.0000	\$125.00	Yes	Yes		675 553 1122 699 255 (15)	
Sig Ins-S250		0.00	\$25,100.0000	\$37.65	Yes	Yes			
Storage Item Totals:		0		\$125.65					

(U0072) Jack Treier, Inc.

Perm Storage	Storage (qty):	Storage (qty)	Storage (qty)	Storage (qty)	Valuation (qty):	Valuation (qty):	Valuation (qty):	Valuation (qty):
Monthly			5,085	5,085	\$23,612.02			
Shipper	Order #	Storage (qty):	Storage (qty)	Storage (qty)	Storage (qty)	Valuation (qty):	Valuation (qty):	Valuation (qty):
LONG, SUE	1-346-9	Customer	Storage In	Storage In	Storage In	Storage Note	Storage Note	Storage Note
		(90258) Long, Sue	7/22/2009	7/22/2009	7/22/2009	10/1/2014 -	10/1/2014 -	10/31/2014

Shopper LUSK, ANNE	Order # 1-1120-3	Customer (91014) Lusk, Anne	Storage In 11/25/2013	Last Bill Cycle 10/1/2014 - 10/31/2014	Storage Note
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Shipper MANN, BESS	Order # 7835	Customer (97835) Mann, Bess	Storage In 5/9/1999	Last Bill Cycle 10/1/2014 - 10/31/2014	Storage Note
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Shipper MARTIN, BRIAN	Order # 1-607-4	Customer (91094) Martin, Brian	Storage In 7/23/2014	Last Bill Cycle 10/1/2014 - 10/31/2014	Storage Note
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Storage Details

(U0072) Jack Treier, Inc.

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Storage Details

(U0072) Jack Treier, Inc.

		Storage (qty):	5.035	(amt):	\$23,813.52	Valuation (qty):	(amt):
Perm Storage		Storage (qty):	5.035	(amt):	\$23,612.02	Valuation (qty):	(amt):
Monthly		Storage (qty):	5.016	(amt):	\$21,606.98	Valuation (qty):	(amt):
Shipper	Order #	Customer	Storage In	Last Bill Cycle	Storage Note		
Miller, Eilyn	7681	(97681) Miller, Eilyn	4/3/1998	10/1/2014 -			
				10/31/2014			

Storage Description	Quantity	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Mem Note
Parm Storage		2.00	\$30.0000	\$60.00	Yes	Yes			
Slt Ins-FVP		0.00	\$3,000.0000	\$4.50	Yes	Yes			
Storage Item Totals:				\$64.50					

Shipper	Order #	Customer	Storage In	Last Bill Cycle	Storage Note
MILLER, PATTY	1-147-1	(90522) Miller, Patty	3/11/2011	10/1/2014 -	
				10/31/2014	

Storage						
Description	Quantity	Quantity	Rate	Amount Billed	Recurring End	Item Note
Perm Storage	4.00 cdy		\$25.0000	\$100.00	Yes	
	0.00 cdy		\$15.800.0000	\$23.70	Yes	
Storage Item Totals:		4		\$123.70		
						1011 Oil 15 831 513 (40)

Shipper	Order #	Customer	Storage In	Last Bill Cycle	Storage Note
MILTZ, JACK	1-1065-1	(90695) Miltz, Jack	12/28/2011	10/1/2014 -	10/31/2014

Storage	Quantity	Rate	Amount	Recurring	Recurring End	Location	Item Note
Disposition							
Parm Storage	2.00 qty	\$25.0000	\$50.00	Yes		947 611 (24)	
Storage Item Totals:	2		\$50.00				

Shipper Modlin, Chris	Order # 9329	Customer (99329) Modlin, Chris	Storage In 6/2/2005	Last Bill Cycle 10/1/2014 - 10/31/2014	Storage Note
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Storage Description	Quantity	Quantity	Rate	Amount Billed	Recurring	Resuming End	Location	Item Note
Parm Storage	1.00		\$30.000	\$30.00	Yes			
Sig Ins-FVP	0.00		\$8,800.0000	\$13.20	Yes			
Storage Item Totals:		1		\$43.20				

(U0072) Jack Treier, Inc.

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Storage Details

(U0072) Jack Treter, Inc.

Storage (qty): 5.035 (amt): \$23,813.52 Valuation (qty): (amt):

Perm Storage
Monthly
Shipper
MUNCHEL, JAMES
Order #
1-189-4
Customer
(91041) Munchel, James
Storage (qty): 5.035 (amt): \$23,813.52 Valuation (qty): (amt):
Storage (qty): 5.016 (amt): \$21,606.98 Valuation (qty): (amt):
Storage In
3/24/2014
Last Bill Cycle
10/1/2014 -
10/31/2014
Storage Note

Storage	Description	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perm Storage		5.00 qty	\$30.0000	\$150.00	Yes	Yes		618 590 8260 338 (7)	
Sig Ins-\$250		0.00 qty	\$32.340.0000	\$48.45	Yes	Yes		949 (5)	
Storage Item Totals:		5		\$198.45					

Shipper
Murphy, Julie
Order #
1070
Customer
(91070) Murphy, Julie
Storage In
6/4/2014
Last Bill Cycle
10/1/2014 -
10/31/2014
Storage Note

Storage	Description	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perm Storage				\$50.00	Yes	Yes			
Storage Item Totals:				\$50.00					

Shipper
Naillon, Deborah
Order #
6462
Customer
(96462) Naillon, Deborah
Storage In
6/15/1992
Last Bill Cycle
10/1/2014 -
10/31/2014
Storage Note

Storage	Description	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perm Storage		6.00	\$30.0000	\$180.00	Yes	Yes		146 (45)	
Sig Ins-FVP		0.00	\$15.000.0000	\$22.50	Yes	Yes		613 116 218 612 243 (46)	
Storage Item Totals:		6		\$202.50					

Shipper
NICASTRO, MARILYN
Order #
1-490-1
Customer
(90584) NICASTRO, MARILYN
Storage In
6/9/2011
Last Bill Cycle
10/1/2014 -
10/31/2014
Storage Note

Storage	Description	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perm Storage			\$0.0000	\$725.00	Yes	Yes		933 820 0135 843 1039	
Sig Ins-\$250		0.00 qty	\$38.500.0000	\$57.75	Yes	Yes		086 316 694 416 (24)	
Storage Item Totals:		0		\$782.75					

Storage Details

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(U0072) Jack Treier, Inc.

Storage	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Description								
Parm Storage	13.00	\$4.0000	\$50.40	Yes	Yes		4.0554	
Storage Item Totals:	13		\$50.40					

Storage Details

(U0072) Jack Treier, Inc.

Storage (qty): 5.035 (amt): \$23,813.52 Valuation (qty): (amt):

Storage	Storage (qty):	Storage (amt):	Storage (qty):	Storage (amt):	Valuation (qty):	Valuation (amt):
Monthly	Storage (qty):	Storage (amt):	Storage (qty):	Storage (amt):	Valuation (qty):	Valuation (amt):
Shipper	Order #	Customer	Storage In	Last Bill Cycle	Storage Note	
PEARSON, PATRICIA	0294	(90294) Pearson, Patricia	8/31/2009	10/1/2014 - 10/31/2014		

Storage	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perm Storage	1.00 qty	\$30.00	\$30.00	Yes	Yes			
Storage Item Totals:	1		\$30.00					

Shipper	Order #	Customer	Storage In	Last Bill Cycle	Storage Note
Peter Panas	7254	(97254) Peter Panas	10/9/1996	10/1/2014 - 10/31/2014	

Storage	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perm Storage	1.00	\$30.00	\$30.00	Yes	Yes			
Sig Ins-FVP	0.00	\$1,000.00	\$4.50	Yes	Yes			
Storage Item Totals:	1		\$34.50					

Shipper	Order #	Customer	Storage In	Last Bill Cycle	Storage Note
PETERSHEIM, RICHELLE	1-764-3	(90969) Petersheim, Michelle	8/22/2013	4/1/2014 - 4/30/2014	

Storage	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perm Storage	0.00 qty	\$21,000.00	\$120.60	Yes	Yes		8230 (12)	
Sig Ins-S250	0		\$31.50	Yes	Yes		468 654 813 (5)	
Storage Item Totals:	0		\$152.10					

Shipper	Order #	Customer	Storage In	Last Bill Cycle	Storage Note
Phelan, Julie (Jill)	9436	(99436) One-On-One Soccer	10/3/2005	12/1/2013 - 12/31/2013	

Storage	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perm Storage	9.00	\$30.00	\$270.00	Yes	Yes			
Sig Ins-FVP	0.00	\$31,000.00	\$46.50	Yes	Yes			
Storage Item Totals:	9		\$316.50					

Shipper	Order #	Customer	Storage In	Last Bill Cycle	Storage Note
PRUSKOWSKI, NANCY	6-62-4	(91121) Pruskowski, Nancy	8/21/2014	10/1/2014 - 10/31/2014	

Storage	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perm Storage			\$228.00	Yes	Yes		6890 7360 9740 H17	
Storage Item Totals:			\$228.00				5210 5589 8240 (65)	

(U0072) Jack Treier, Inc.

Storage Details

(U0072) Jack Treier, Inc.

Storage (qty): 5.035 (amt): \$23,813.52 Valuation (qty): (amt): \$23,813.52

Monthly
 Storage (qty): 5.035 (amt): \$23,813.52 Valuation (qty): (amt): \$23,813.52
 Order # 1-225-1
 Customer (90534) Rodriguez, Jorge
 Storage In 3/29/2011
 Last Bill Cycle 10/1/2014 - 10/31/2014
 Storage Note

Storage	Description	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perm Storage		0.00	\$0.0000	\$130.00	Yes	Yes		312 1057 012 1049 (53)	
Sig Ins-PVP		0	\$19,000.0000	\$28.50	Yes	Yes			
Storage Item Totals:				\$158.50					

Shipper RODRIGUEZ, WILLIAM
 Order # 1-593-4
 Customer (91097) Rodruan, William
 Storage In 7/22/2014
 Last Bill Cycle 10/1/2014 - 10/31/2014
 Storage Note

Storage	Description	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perm Storage		5.00	\$30.0000	\$150.00	Yes	Yes		570 444 131 (13)	
Sig Ins-\$250		0.00	\$30,000.0000	\$75.00	Yes	Yes		7220 (63)	
Storage Item Totals:				\$225.00					

Shipper ROVINSKI, HELEN
 Order # 9686a
 Customer (99626) Stanley, Michael
 Storage In 9/6/2007
 Last Bill Cycle 10/1/2014 - 10/31/2014
 Storage Note

Storage	Description	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perm Storage				\$115.00	Yes	Yes			
Sig Ins-\$350				\$28.65	Yes	Yes			
Storage Item Totals:				\$143.65					

Shipper Rush, Sue
 Order # 1-509-4
 Customer (91127) Rush, Sue
 Storage In 9/25/2014
 Last Bill Cycle -
 Storage Note

Storage	Description	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perm Storage				\$157.20	Yes	Yes		514 485 814 6730 1063	
Sig Ins-\$250		0.00	\$24,800.0000	\$37.20	Yes	Yes		(40)	
Storage Item Totals:				\$194.40					

Shipper RUTHERFORD, EUGENE
 Order # 1-30-3
 Customer (90848) Rutherford, Eugene
 Storage In 1/2/2013
 Last Bill Cycle 2/1/2013 - 2/28/2013
 Storage Note

Storage	Description	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perm Storage		4.00	\$20.0000	\$80.00	Yes	Yes		223 196 0171 1043 (22)	
Sig Ins-\$250		0.00	\$12,000.0000	\$18.00	Yes	Yes			
Storage Item Totals:				\$98.00					

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(U0072) Jack Treier, Inc.

Storage									
Description	Quantity	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Paid Storage	1.00	0.00	\$20.0000	\$20.00	Yes	Yes			
Storage Item Totals:				\$20.00					

(U0072) Jack Treier, Inc.

Storage		Quantity	Rate	Amount Billed	Recurring	Recurring End	Location	Item Note
Description								
Perm Storage		4.00 qy	\$25.0000	\$100.00	Yes	Yes	484 226 252 467 (3)	
Storage Item Totals		4		\$100.00				

Storage Details

(U0072) Jack Treier, Inc.

Perms Storage		Storage (qty):	Storage (amt):	Storage (amt):	Valuation (amt):	Valuation (amt):
Monthly		Storage (qty):	Storage (amt):	Storage (amt):	Valuation (amt):	Valuation (amt):
Shipper:		Storage (qty):	Storage (amt):	Storage (amt):	Valuation (amt):	Valuation (amt):
Tuso, Tricia		Storage (amt):	Storage (amt):	Storage (amt):	Valuation (amt):	Valuation (amt):
Order #	Customer	Storage In	Storage In	Storage In	Storage Note	Storage Note
1-650-4	(91116) Tuso, Tricia	8/27/2014	10/1/2014	10/31/2014		

Storage	Description	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perm Storage		11.00 qty	\$30.0000	\$330.00	Yes	Yes		193 469 776 743 133	
Sig Ins-\$250		0.00 qty	\$56,300.0000	\$56,300.00	Yes	Yes		771 265 820 518 1084	
Storage Item Totals:		11		\$56,630.00				1088 (51)	

Shipper	Order #	Customer	Storage In	Last Bill Cycle	Storage Note
Vauthier, David	6012	(96012) Vauthier, David	9/25/1989	10/1/2014 - 10/31/2014	

Storage	Description	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perm Storage				\$34.80	Yes	Yes			
Storage Item Totals:				\$34.80					

Shipper	Order #	Customer	Storage In	Last Bill Cycle	Storage Note
Wagner, Elmer	9202	(99202) Wagner, Elmer	11/5/2004	10/1/2014 - 10/31/2014	

Storage	Description	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perm Storage				\$217.20	Yes	Yes			
Sig Ins-FVP		0.00	\$21,300.0000	\$40.95	Yes	Yes			
Storage Item Totals:		0		\$21,340.95					

Shipper	Order #	Customer	Storage In	Last Bill Cycle	Storage Note			
WALLACE, VIRGINIA	1-653-3	(90956) Wallace, Virginia	8/1/2013	6/1/2014 - 6/30/2014				
Storage	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perm Storage			\$134.60	Yes	Yes		860 534 254 803 133 (46)	
Sig Ins-\$250	0.00 qty	\$23,500.0000	\$35.75	Yes	Yes			
Storage Item Totals:	0		\$169.35					

Storage Details

(U0072) Jack Treier, Inc.

(0012) own store, inc.						
Eau Claire						
Permi Storage	Storage (qty):	Storage (qty):	5035 (amt):	\$23,813.52	Valuation (qty):	(amt):
Monthly	Storage (qty):	Storage (qty):	5035 (amt):	\$23,612.02	Valuation (qty):	(amt):
Shipper	Order #	Storage (qty):	5016 (amt):	\$21,606.98	Valuation (qty):	(amt):
WARE, JUDY	I-1184-3	Customer	Storage In	Last Bill Cycle	Storage Note	
		(91022) Calder, Meredith	12/20/2013	10/1/2014 -		
				10/31/2014		

Storage	Quantity	Rate	Amount Billed	Resourcing	Resourcing End	Location	Item Note
Parm Storage			\$103.20	Yes	Yes		
Sig line \$290	0.00 mty	\$1000.0000	\$7.20	Yes	Yes		
Storage Item Totals:	0		\$119.70				

Shipper WAY, JOHN	Order # 1-134-1	Customer (90527) Way, Sarah	Storage In 3/3/2011	Last Bill Cycle 10/1/2014 - 10/31/2014	Storage Note
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Storage								
Description	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Parm Storage		\$0.0000	\$84.60	Yes	Yes		773 1059 775 (31)	
Sig Ins \$250	0.00 mty	\$20,000.0000	\$0.00	Yes	Yes			
Storage Item Totals:	0		\$114.60					

Shipper	Order #	Customer	Storage In	Last Bill Cycle	Storage Note
Weidenhammer System Corp	9462	(99462) Weidenhammer System Corp	12/1/2005	10/1/2014 -	
				10/31/2014	

Storage							
Description	Quantity	Quantity	Rate	Amount Billed	Retrieving	Recurring/End	Location
Pack Storage		3.00	\$30.0000	\$90.00	Yes	Yes	117 0101 (35)
Storage Item Totals:				\$90.00			

Shopper Westfield Insurance,	Order # 0825	Customer (90825A) Calabrese, John	Storage In 1/1/2013	Last Bill Cycle 10/1/2014 - 10/31/2014	Storage Note
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Storage						
Description	Quantity	Rate	Amount Billed	Reserving	Reserving End	Item Note
Parm Storage			\$425.00	Yes		
Storage Item Totals:			\$425.00	Yes		

Shipper Willow Valley	Order # 3464	Customer (99464) Willow Valley	Storage In 12/5/2005	Last Bill Cycle 4/1/2008 - 4/30/2008	Storage Note
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Storage						
Description	Quantity	Quantity	Rate	Amount Billed	Resourcing	Resourcing End Location
Perm Storage		2.00	\$30.0000	\$60.00	Yes	Yes
FVP		0.00	\$3,500.0000	\$525	Yes	Yes
Storage Item Totals:				\$585		

(U0072) Jack Treier, Inc.

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(U0072) Jack Treier, Inc.

Storage Description	Quantity	Quantity	Rate	Amount Billed	Recurring	End	Location	Item Note
Perm Storage			\$0.0000	\$50.00	Yes		Yes	
Std Ins-FVP		0.00	\$35.000.0000	\$57.00	Yes		Yes	
Storage Item Totals:		0		\$87.00				

(U0072) Jack Treier, Inc.

Storage						
Description	Quantity	Quantity	Rate	Amount Billed	Recurring	Item Note
					End	Location
Perm Storage			\$0.0000	\$157.20	Yes	
Storage Item Totals:				\$157.20		

(U0072) Jack Treier, Inc.

Storage Details

(U0072) Jack Treier, Inc.

Storage Details

Storage Details

(U0072) Jack Treier, Inc.

Reading
 Perm Storage Monthly
 Shipper Mathews-Antonio, Carol
 Order # 8376
 Storage (qty): 5,035 (amt): \$23,813.52 Valuation (qty): (amt):

Storage (qty): 0 (amt): \$201.50 Valuation (qty): (amt):
 Storage (qty): 0 (amt): \$201.50 Valuation (qty): (amt):
 Customer (98376) Mathews, Carol
 Storage In Last Bill Cycle Storage Note
 5/30/2001 8/1/2010 - 8/31/2010

Storage
 Description Quantity Quantity Rate Amount Billed Recurring Recurring End Location Item Note
 Perm Storage 0.00 \$11,000.0000 \$60.00 Yes Yes
 Storage Item Totals: \$16.80 Yes \$76.50

Shipper Plack, Penny
 Order # 8983
 Customer (88983) Plack, Penny
 Storage In Last Bill Cycle Storage Note
 1/2/2004 5/1/2009 - 5/31/2009

Storage
 Description Quantity Quantity Rate Amount Billed Recurring Recurring End Location Item Note
 Perm Storage 0.00 \$50.00 Yes Yes
 Storage Item Totals: \$50.00

Shipper Russo, Gina & Thomas
 Order # 1075
 Customer (91075) Russo, Gina & Thomas
 Storage In Last Bill Cycle Storage Note
 6/4/2014

Storage
 Description Quantity Quantity Rate Amount Billed Recurring Recurring End Location Item Note
 Perm Storage 0.00 \$75.00 Yes Yes
 Storage Item Totals: \$75.00

Storage Details

(M2872) Tri-State Moving Systems

Lancaster (M2872) Storage (qty): 96 (amt): \$4,777.46 Valuation (qty): (amt): \$4,777.46

Perm Storage

Monthly

Shipper
KALINA, MICHAEL

Order #
0847

Customer
(90847) Kalina, Michael

Storage	Description	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perm Storage				\$37.20	Yes	Yes			
Storage Item Totals:									
				\$37.20					

Shipper

KEYSTONE CUSTOM HOMES 2/18, 9-14041

Customer
(70003) KEYSTONE CUSTOM HOMES

Storage In
2/18/2014

Last Bill Cycle
10/1/2014 - 10/31/2014

Storage Note

Storage	Description	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perm Storage		7.00 qty	\$30.0000	\$210.00	Yes	Yes		900,1074,673,661,647,603, 526 (30)	
Sig Ins-FVP				\$46.31	Yes	Yes			
Storage Item Totals:									
				\$256.31					

Shipper

KEYSTONE CUSTOM HOMES 2/24, 9-14042

Customer
(70003) KEYSTONE CUSTOM HOMES

Storage In
2/24/2014

Last Bill Cycle
10/1/2014 - 10/31/2014

Storage Note

Storage	Description	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perm Storage		6.00 qty	\$30.0000	\$180.00	Yes	Yes		904,259,620,885,191,606, (44)	
Sig Ins-FVP				\$36.75	Yes	Yes			
Storage Item Totals:									
				\$216.75					

Shipper

SHEPHERD, BOBBY & SARA

Order #
2-65-4

Customer
(26540) Shepherd, Bobby

Storage In
4/1/2014

Last Bill Cycle
10/1/2014 - 10/31/2014

Storage Note

Storage	Description	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perm Storage		7.00 qty	\$30.0000	\$210.00	Yes	Yes		8210, 610, 892, 925, 682, 915, 502 (4)	
Sig Ins-FVP				\$67.50	Yes	Yes			
Storage Item Totals:									
				\$277.50					

Storage Details

10/3/2014 7:58:47 AM

Storage Details

(M2872) Tri-State Moving Systems

York Storage (qty): 96 (amt): \$4,771.46 Valuation (qty): (amt):
 Storage (qty): 76 (amt): \$3,989.70 Valuation (qty): (amt):
 Storage (qty): 69 (amt): \$3,130.95 Valuation (qty): (amt):

Per Month Storage
 Order # 9-14052 Customer (05104) Ames, Robert
 Storage In 8/9/2014
 Last Bill Cycle Storage Note

Storage	Description	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perm Storage		3.00 qty	\$30.0000	\$90.00	Yes	Yes		269 483 932 (2)	
Sig Inc \$2.50				\$18.90					
Storage Item Totals:		3		\$108.90					

Shipper
 BRUNO, JOANN
 Order # 9-13020 Customer (9-13020) Bruno, Joann
 Storage In 2/2/2007
 Last Bill Cycle Storage Note

Storage	Description	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perm Storage		1.00 qty	\$30.0000	\$30.00	Yes	Yes			
Storage Item Totals:		1		\$30.00					

Shipper
 DE MARTINI, DIANE
 Order # 9-13258 Customer (9-13258) DIANE DE MARTINI
 Storage In 11/9/2012
 Last Bill Cycle Storage Note

Storage	Description	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perm Storage				\$30.00	Yes	Yes			
Storage Item Totals:				\$30.00					

Shipper
 Deibert, Donna
 Order # 9-13512 Customer (70125) Deibert, Donna
 Storage In 8/22/2012
 Last Bill Cycle Storage Note

Storage	Description	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perm Storage		6.00 qty	\$30.0000	\$180.00	Yes	Yes		421 638 639 788 647 947 (C3N)	
Storage Item Totals:		6		\$180.00					

Shipper
 ELK SYSTEMS, INC
 Order # 9-13476 Customer (9-13476) ELK SYSTEMS, INC.
 Storage In 2/2/2012
 Last Bill Cycle Storage Note

Storage	Description	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Perm Storage				\$40.00	Yes	Yes			
Storage Item Totals:				\$40.00					

Storage Details

10/31/2014 7:58:47 AM

(M2872) Tri-State Moving Systems

	Storage (qty):	Storage (qty):	76 (amt):	\$3,989.70 Valuation (qty):	(amt):	(amt):
Perm Storage						
Monthly						
	Storage (qty):	Storage (qty):	69 (amt):	\$3,130.95 Valuation (qty):	(amt):	(amt):

Storage Description	Quantity	Quantity	Rate	Amount Billed	Resourcing	Resourcing End	Location	Item Note
Penn Storage		19.00 qty	\$30.0000	\$570.00	Yes			Stored in Mt. Joy
Site bus \$250				\$131.70	Yes			
Storage Item Totals:		19		\$701.70	Yes			

<i>Storage</i>						
<i>Description</i>	<i>Quantity</i>	<i>Rate</i>	<i>Amount</i>	<i>Billed</i>	<i>Recurring</i>	<i>Location</i>
			<i>\$60.00</i>	<i>Yes</i>	<i>Yes</i>	<i>Item Note</i>
<i>Pern Storage</i>						
<i>Storage Item Totals:</i>			<i>\$60.00</i>			

Storage Description	Quantity	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Parm Storage		12.00 qy	\$30.0000	\$360.00	Yes	Yes		918,677,1004,958,878,322, 377,649, 631 (3)	
Storage Item Totals:		12		\$109.35	Yes	Yes		324,328 (18)	
				\$465.35					

Description	Quantity	Quantity	Rate	Amount Billed	Recurring	Recurring End	Location	Item Note
Perm Storage		9.00	\$30.0000	\$270.00	Yes		02 (2)	969,621,721,260,744,826,2
Sig Ins-FVP				\$108.45	Yes		599 (24)	
Storage Item Totals:		9		\$378.45				

Storage Details

(M2872) Tri-State Moving Systems

Month	Storage (qty):	Storage (qty):	Storage (qty):	Valuation (qty):	Valuation (qty):	Valuation (qty):
Perm Storage	96	76	69	\$4,777.46	\$3,989.70	\$3,130.95

Monthly	Storage (qty):	Storage (qty):	Storage (qty):	Valuation (qty):	Valuation (qty):	Valuation (qty):
Shipper	Customer	Storage In	Last Bill Cycle	Storage Note		
GRM, MARLET	(9-07846) Grim Marlet	1/26/1976	10/1/2014 - 10/31/2014			

Storage	Quantity	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Description	1.00	1.00	\$0.0000	\$0.00	Yes	Yes			
Perm Storage				\$7.50	Yes	Yes			
Storage Item Totals:				\$32.50					

Shipper	Order #	Customer	Storage In	Last Bill Cycle	Storage Note
KEGLER, JOHN	9-07578	(9-07578) Keger II, John	12/17/1972	10/1/2014 - 10/31/2014	

Storage	Quantity	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Description	1.00	1.00	\$40.0000	\$40.00	Yes	Yes			
Perm Storage				\$15.00	Yes	Yes			
Storage Item Totals:				\$55.00					

Shipper	Order #	Customer	Storage In	Last Bill Cycle	Storage Note
KEYSTONE CUSTOM HOMES,	9-14057	(70003) KEYSTONE CUSTOM HOMES	9/1/2014	10/1/2014 - 10/31/2014	

Storage	Quantity	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Description	4.00	4.00	\$30.0000	\$120.00	Yes	Yes		535,430,221,1026 (10)	
Perm Storage				\$65.40	Yes	Yes			
Storage Item Totals:				\$185.40					

Shipper	Order #	Customer	Storage In	Last Bill Cycle	Storage Note
KRAMER, NANCY	9-13415	(9-13415) Kramer, Nancy	11/4/2010	10/1/2014 - 10/31/2014	

Storage	Quantity	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Description	1.00	1.00	\$120.0000	\$120.00	Yes	Yes			
Perm Storage				\$42.00	Yes	Yes			
Storage Item Totals:				\$162.00					

Shipper	Order #	Customer	Storage In	Last Bill Cycle	Storage Note
LUGO, ANTHONY	9-13114	(9-13114) LUGO, ANTHONY	4/30/2012	10/1/2014 - 10/31/2014	

Storage	Quantity	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Description	1.00	1.00	\$120.0000	\$120.00	Yes	Yes			
Perm Storage				\$120.00	Yes	Yes			
Storage Item Totals:				\$120.00					

(M2872) *Tri-State Moving Systems*

Perm Storage	Storage (qty):	Storage (qty):	76 (amt):	\$3,989.70	Valuation (qty):	(amt):
Monthly	Storage (qty):	Storage (qty):	69 (amt):	\$3,130.95	Valuation (qty):	(amt):
Shipper	Customer:	Storage In	Storage In	Last Bill Cycle	Storage Note	
14056	(70663) East Side Van & Storage, Co.	8/7/2014	8/7/2014	10/1/2014 -		
				10/31/2014		

Shipper Miller, Joseph	Order # 9-13428-A	Customer (70500) Miller, Joseph	Storage In 10/31/2008	Last Bill Cycle 10/1/2014 - 10/31/2014	Storage Note
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Shipper MONAH, LEVAR	Order # 2-162-3	Customer (70135) Monah, Levar	Storage In 6/11/2013	Last Bill Cycle 10/1/2014 - 10/31/2014	Storage Note
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Shipper MORGART, JOSEPH	Order # 9-11749	Customer (9-11749) Morgart, Joseph	Storage In 2/28/2000	Last Bill Cycle 10/1/2014 - 10/31/2014	Storage Note
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Shipper THORNE, KRISTIN	Order # 9-13322	Customer (9-13322) Thorne, Kristin	Storage In 8/28/2009	Last Bill Cycle 10/1/2014 - 10/31/2014	Storage Note
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Storage Details 10/3/2014 7:58:47 AM

(M2872) Tri-State Moving Systems

Storage item totals:	381.25
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(M2872) Tri-State Moving Systems

	Storage (qty):	Storage (qty):	Valuation (qty):	(amt):
Perm Storage		76 (amt):	\$3,989.70	(amt):
Quarterly		7 (amt):	\$858.75	(amt):

Storage								
Description	Quantity	Quantity	Rate	Amount Billed	Recurring	Recurring End	Location	Item Note
Perm Storage				\$55.00	Yes	Yes		
Storage Item Totals:				\$55.00				

Storage	Quantity	Quantity	Rate	Annual Billed	Recurring	Recurring End	Location	Item Note
Description								
Perm Storage				\$24.50	Yes	Yes		
Storage Item Totals:				\$24.50				

Storage		Quantity		Rate	Amount Billed	Reschedule	Reschedule End	Location	Item Note
Description		Per	Qty		Yes	Yes			
Perm Storage			1.00	\$180.0000					
Storage Item Totals:						\$180.00			

Storage		12/31/2014							
Description	Quantity	Quantity	Rate	Amount	Billed	Recurring	Recurring End	Location	Item Note
Penn Storage				\$147.00	Yes	Yes			
Storage Item Totals:				\$147.00					

Storage								
Description	Quantity	Quantity	Rate	Amount Billed	Rescuing	Rescuing End	Location	Item Note
Sg Inc-\$250			\$0.0000	\$15.00	Yes	Yes		
Storage Item Totals:				\$15.00				

(M2872) Tri-State Moving Systems

Perm Storage	Storage (qty):	Storage (qty):	76 (amt):	\$3,989.70	Valuation (qty):	(amt):
Quarantary	Storage (qty):	Storage (qty):	7 (amt):	\$858.75	Valuation (qty):	(amt):

Shipper SATOLA, DANIEL	Order # 9-14044	Customer (70031) CARLISLE BARRACKS - CPSCO CARLISLE	Storage In 5/5/2014	Last Bill Cycle 10/1/2014 - 12/31/2014	Storage Note
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<u>Shipper</u> WILLIAMS, WALTER	<u>Order #</u> 9-13256	<u>Customer</u> (9-13256) Williams, Walter	<u>Storage In</u> 12/3/2008	<u>Last Bill Cycle</u> 10/1/2014 - 12/31/2014	<u>Storage Note</u>
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Shinner WILSON, BILL	Order # 9-13314	Customer (9-13314) Wilson, Bill	Storage In 8/6/2009	Last Bill Cycle 10/1/2014 - 12/31/2014	Storage Note
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Schedule 4.18

Employee Benefit Plans

1. Health America/ Health Assurance Group Plan Premier PPO: Group # JTI-1408210006
TSMS-1408210007
2. Security Life- Dental Insurance: Group # 36598
3. Security Life- Life Insurance: Group # 36598
4. Security Life - Short Term Disability Insurance: Group # 36598
5. Security Life- Long term Disability Insurance: Group # 36598
6. Eastern Alliance Insurance Company, Workers Compensation
7. Quest Employee Assistance Program
8. Jack Treier, Inc. 401 (k) Retirement Savings Plan
9. Security Life Premier Vision Discount Program
10. Workers Compensation Eastern Alliance Insurance Company
11. AD&D Insurance
12. Auto Mileage (business)
13. Jury Duty Leave Assistance
14. Jack Treier, Inc. Moving and Storage will grant employee's the following days off:
 - a. New Year's Day (January 1)
 - b. Labor Day (first Monday in September)
 - c. Memorial Day (last Monday in May)
 - d. Independence Day (July 4)
 - e. Thanksgiving (fourth Thursday in November)
 - f. Christmas Eve (December 24)
 - g. Christmas Day (December 25)
15. Paid Vacation
16. Sick Leave
17. Bereavement Leave

Schedule 4.19

Environmental Laws and Regulations

None.

Schedule 4.20

Interests in Clients, Suppliers, Etc.; Affiliate Transactions

None.

4.25

MODIFICATION OF NONTEMPORARY STORAGE TENDER OF SERVICE (TOS) (DOD Regulation 4500.9-R, Part IV)		PAGE 1	OF PAGES 1
1. MODIFICATION NO. N00019		2. EFFECTIVE DATE 1 JULY 2013	
3. ISSUED/ADMINISTERED BY: DEPARTMENT OF THE ARMY SDDC, NORTHEAST REGIONAL STORAGE MANAGEMENT OFFICE NWS EARLE, ATTN: AMSSD-PPS-NE 201 HIGHWAY 34 SOUTH - BLDG. C-3 COLTS NECK, NEW JERSEY 07722-1902			
4. NAME AND ADDRESS OF TRANSPORTATION SERVICE PROVIDER (No., street, county, State and ZIP Code)			
WAREHOUSE LOCATIONS: 1074 East Main Street, Mount Joy, PA Jack Treier, Inc. D/B/A Tri-State Moving Systems 1074 East Main Street Mount Joy, PA 17552 COUNTY: (Lancaster)		5A. MODIFICATION OF NONTEMPORARY STORAGE TENDER OF SERVICE NO: TOSS00-05-G-0887 5B. DATED (SEE ITEM 6) 01 Nov 2004	
SCAC CODE: (TSMH)		CAGE CODE: 6H6Q0	

6. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF TENDER OF SERVICE/ORDERS,
IT MODIFIES THE TENDER OF SERVICE/ORDER NO. AS DESCRIBED IN ITEM 7

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: DTR 4500.9-R, THE CHANGES SET FORTH IN ITEM 7 ARE MADE IN THE TENDER OF SERVICE ORDER NO. IN ITEM 5A.
	B. THE ABOVE NUMBERED TENDER OF SERVICE/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 7, PURSUANT TO THE AUTHORITY OF DTR 4500.9-R.
✓	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: DTR 4500.9-R

D. IMPORTANT: Participant ☐ is not, ☒ is required to sign this document and return 2 copies to the issuing office.

7. DESCRIPTION OF MODIFICATION

PART I - SECTION C - TECHNICAL PROVISIONS

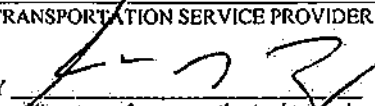
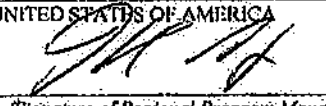
The 1st line of Part I - Section C - paragraph C-4i(2) is changed as follows:

Each weight ticket shall reflect the service member's name, rank, service order number of the shipment, location/address of scales, and stamp or signature of the qualified weigh master as required by the applicable regulatory body.

All else remains the same.

DUPLICATE ORIGINAL

Except as provided herein, all terms and conditions of the document referenced in Item 5A, as heretofore changed, remains unchanged and in full force and effect.

8A. NAME & TITLE OF SIGNER (Type or print) KEVIN G. LUNZ/Agency Manager		9A. NAME & TITLE OF REGIONAL PROGRAM MANAGER (Type or print) HOWARD GERWITZ	
8B. TRANSPORTATION SERVICE PROVIDER BY  (Signature of person authorized to sign)	8C. DATE SIGNED 8/5/13	9B. UNITED STATES OF AMERICA BY  (Signature of Regional Program Manager)	9C. DATE SIGNED 8/7/13

KJ

MODIFICATION OF NONTEMPORARY STORAGE TENDER OF SERVICE (TOS) (DOD Regulation 4500.9-R, Part IV)		PAGE 1	OF PAGES 1
1. MODIFICATION NO. <div style="text-align: center; font-weight: bold;">N00020</div>		2. EFFECTIVE DATE <div style="text-align: center; font-weight: bold;">8/19/2013</div>	
3. ISSUED/ADMINISTERED BY: DEPARTMENT OF THE ARMY MILITARY SURFACE DEPLOYMENT & DISTRIBUTION COMMAND NORTHEAST REGIONAL STORAGE MANAGEMENT OFFICE NWS-EARLE, ATTN: AMSSD-PPS-NE, 201 HIGHWAY 34 S. BLDG. C-3 COLTS NECK, NJ 07722-1902			
4. NAME AND ADDRESS OF PARTICIPANT (No., street, county, State and ZIP Code)			
Jack Treier, Inc. D/B/A Tri-State Moving Systems 1074 East Main Street Mount Joy, PA 17552 COUNTY: (Lancaster)		WAREHOUSE LOCATIONS: 1074 East Main Street, Mt. Joy, PA <div style="text-align: center;">✓</div>	5A. MODIFICATION OF NONTEMPORARY STORAGE TENDER OF SERVICE NO: <div style="text-align: center; font-weight: bold;">TOSS00-05-G-0887</div> 5B. DATED (SEE ITEM 6) <div style="text-align: center; font-weight: bold;">11/1/2004</div>
SCAC CODE: TSMH		CAGE CODE: 6H6Q0	
6. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF TENDER OF SERVICE/ORDERS, IT MODIFIES THE TENDER OF SERVICE/ORDER NO. AS DESCRIBED IN ITEM 7			
<div style="display: flex; justify-content: space-between;"> <div style="width: 5%;"> <div style="border: 1px solid black; padding: 2px; margin-bottom: 2px;">X</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 2px;">X</div> </div> <div style="width: 95%;"> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: DTR 4500.9-R, THE CHANGES SET FORTH IN ITEM 7 ARE MADE IN THE TENDER OF SERVICE ORDER NO. IN ITEM 5A. B. THE ABOVE NUMBERED TENDER OF SERVICE/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 7, PURSUANT TO THE AUTHORITY OF DTR 4500.9-R. C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: DTR 4500.9-R </div> </div>			
D. IMPORTANT: Participant <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and _____ copies to the issuing office.			
7. DESCRIPTION OF MODIFICATION			
EFFECTIVE 8/19/2013, PART I, SECTION C, C7 (i), PAGE 26 OF 40, LOCATION OF PERSONAL PROPERTY, CHANGE MAILING ADDRESS ON TITLE PAGE OF TENDER OF SERVICE AND PAYMENT ADDRESS ON PAGE 27 OF 40, PART I, G-1 AND PART III, PAGE 3 OF 40-OFFICIAL(S) AUTHORIZED TO NEGOTIATE AND/OR SUBMIT CERTIFICATION/DOCUMENTS RELATING TO PERFORMANCE UNDER THIS TOS IS AMENDED AS FOLLOWS: DELETE WAREHOUSE: 4451 LINCOLN HIGHWAY, YORK, PA 17406 (FAC ID# 2314; P/C 3DR; WGT: 600,000 LBS; COUNTY: YORK) CHANGE MAILING & PAYMENT ADDRESS TO: 1074 EAST MAIN STREET, MOUNT JOY, PA 17552 DELETE AUTHORIZED SIGNER: GRANT MARKLEY/COO ADD AUTHORIZED SIGNER TO TOS: SUZANNE TREIER/OFFICER MANAGER <div style="display: flex; justify-content: space-between;"> <div>ALL ELSE REMAINS THE SAME.</div> <div>DUPLICATE ORIGINAL</div> </div> Except as provided herein, all terms and conditions of the document referenced in Item 5A, as heretofore changed, remains unchanged and in full force and effect.			
8A. NAME AND TITLE OF SIGNER (Type or print)		9A. NAME AND TITLE OF REGIONAL PROGRAM MANAGER (Type or print)	
COPY FOR YOUR INFORMATION SIGNATURE NOT REQUIRED		HOWARD GERWITZ	
8B. TRANSPORTATION SERVICE PROVIDER	8C. DATE SIGNED	9B. UNITED STATES OF AMERICA	9C. DATE SIGNED
(Signature of person authorized to sign)		BY (Signature of Regional Program Manager)	8/19/2013



mailed back 6/26/13

4.25

DEPARTMENT OF THE ARMY
MILITARY SURFACE DEPLOYMENT & DISTRIBUTION COMMAND
NORTHEAST REGIONAL STORAGE MANAGEMENT OFFICE
NWS EARLE, ATTN: AMSSD-PPP-PAN
201 HIGHWAY 34 SOUTH - BLDG. C-3
COLTS NECK, NEW JERSEY 07722-1902

June 12, 2013

Northeast Regional Storage
Management Office

SUBJECT: TO ALL Non-Temporary Storage Transportation Services Providers (NTS/TSPs) in the states of CT, DC, DE, IL, IN, ME, MD, MA, MI, NH, NJ, NY, OH, PA, RI, VT, VA, WV, & WI

Attached please find two (2) modifications which require an original signature by Corporate Official listed on your NTS/TOS and returned by mail NTL 30 June 2013.

You are to type or print your name in Block 8A, affix your signature in Block 8B and date in Block 8C on each copy. Upon completion, a copy will be sent to you for your records. Your prompt attention to this matter is greatly appreciated.

If you have any questions, feel free to contact the undersigned at (732) 866-2750.

Sincerely,

Howard Gerwitz
Regional Program Manager

Enclosures

MODIFICATION OF NONTEMPORARY STORAGE TENDER OF SERVICE (TOS) (DOD Regulation 4500.9-R, Part IV)		PAGE 1	OF PAGES 1
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1. MODIFICATION NO.	2. EFFECTIVE DATE 1 JULY 2013
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3. ISSUED/ADMINISTERED BY:

DEPARTMENT OF THE ARMY
SDDC, NORTHEAST REGIONAL STORAGE MANAGEMENT OFFICE
NWS EARLE, ATTN: AMSSD-PPP-PAN
201 HIGHWAY 34 SOUTH - BLDG. C-3
COLTS NECK, NEW JERSEY 07722-1902

4. NAME AND ADDRESS OF TRANSPORTATION SERVICE PROVIDER (No., street, county, State and ZIP Code)

Jack Treier, Inc. D/B/A Tri-State Moving Systems 4451 Lincoln Highway York, PA 17406 COUNTY: (York)	WAREHOUSE LOCATIONS: 4451 Lincoln Highway, York, PA 1074 East Main Street, Mount Joy, PA	5A. MODIFICATION OF NONTEMPORARY STORAGE TENDER OF SERVICE NO: TOSS00-05-G-0887
		5B. DATED (SEE ITEM 6) 01 Nov 2004

SCAC CODE: (TSMH)	CAGE CODE: 646Q0
-------------------	------------------

6. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF TENDER OF SERVICE/ORDERS,
IT MODIFIES THE TENDER OF SERVICE/ORDER NO. AS DESCRIBED IN ITEM 7

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: DTR 4500.9-R, THE CHANGES SET FORTH IN ITEM 7 ARE MADE IN THE TENDER OF SERVICE ORDER NO. IN ITEM 5A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED TENDER OF SERVICE/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 7, PURSUANT TO THE AUTHORITY OF DTR 4500.9-R.
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: DTR 4500.9-R

D. IMPORTANT: Participant ☐ is not, ☒ is required to sign this document and return 2 copies to the issuing office.

7. DESCRIPTION OF MODIFICATION

PART I - SECTION C - TECHNICAL PROVISIONS

The 1st line of Part I - Section C - paragraph C-4i(2) is changed as follows:

Each weight ticket shall reflect the service member's name, rank, service order number of the shipment, location/address of scales, and stamp or signature of the qualified weigh master as required by the applicable regulatory body.

All else remains the same. -

Except as provided herein, all terms and conditions of the document referenced in Item 5A, as heretofore changed, remains unchanged and in full force and effect.

8A. NAME & TITLE OF SIGNER (Type or print) Suzanne Treier Corp. Secretary		9A. NAME & TITLE OF REGIONAL PROGRAM MANAGER (Type or print) HOWARD GERWITZ	
8B. TRANSPORTATION SERVICE PROVIDER BY Suzanne Treier (Signature of person authorized to sign)	8C. DATE SIGNED 6-25-13	9B. UNITED STATES OF AMERICA BY _____	9C. DATE SIGNED _____

4.25

MODIFICATION OF NONTEMPORARY STORAGE TENDER OF SERVICE (TOS) (DOD Regulation 4500.9-R, Part IV)		PAGE 1	OF PAGES 1
1. MODIFICATION NO.		2. EFFECTIVE DATE 1 JULY 2013	
3. ISSUED/ADMINISTERED BY: DEPARTMENT OF THE ARMY SDDC, NORTHEAST REGIONAL STORAGE MANAGEMENT OFFICE NWS EARLE, ATTN: AMSSD-PPS-NE 201 HIGHWAY 34 SOUTH - BLDG. C-3 COLTS NECK, NEW JERSEY 07722-1902			
4. NAME AND ADDRESS OF TRANSPORTATION SERVICE PROVIDER (No., street, county, State and ZIP Code)		5A. MODIFICATION OF NONTEMPORARY STORAGE TENDER OF SERVICE NO:	
WAREHOUSE LOCATIONS: 1074 East Main Street, Mount Joy, PA Jack Treier, Inc. D/B/A Tri-State Moving Systems 1074 East Main Street Mount Joy, PA 17552 COUNTY: (Lancaster)		TOSS00-05-G-0887	
		5B. DATED (SEE ITEM 6) 01 Nov 2004	
SCAC CODE: (TSMH)		CAGE CODE: 6H6Q0	

6. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF TENDER OF SERVICE/ORDERS, IT MODIFIES THE TENDER OF SERVICE/ORDER NO. AS DESCRIBED IN ITEM 7

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: DTR 4500.9-R, THE CHANGES SET FORTH IN ITEM 7 ARE MADE IN THE TENDER OF SERVICE ORDER NO. IN ITEM 5A.
	B. THE ABOVE NUMBERED TENDER OF SERVICE/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 7, PURSUANT TO THE AUTHORITY OF DTR 4500.9-R.
✓	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: DTR 4500.9-R
D. IMPORTANT: Participant <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>2</u> copies to the issuing office.	

7. DESCRIPTION OF MODIFICATION

PART I - SECTION C - TECHNICAL PROVISIONS

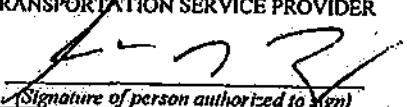
The 1st line of Part I - Section C - paragraph C-4i(2) is changed as follows:

Each weight ticket shall reflect the service member's name, rank, service order number of the shipment, location/address of scales, and stamp or signature of the qualified weigh master as required by the applicable regulatory body.

All else remains the same.

DUPLICATE ORIGINAL

Except as provided herein, all terms and conditions of the document referenced in Item 5A, as heretofore changed, remains unchanged and in full force and effect.

8A. NAME & TITLE OF SIGNER (Type or print) KEVIN G. LUNZ/Agency Manager		9A. NAME & TITLE OF REGIONAL PROGRAM MANAGER (Type or print) HOWARD GERWITZ	
8B. TRANSPORTATION SERVICE PROVIDER BY  (Signature of person authorized to sign)	8C. DATE SIGNED 8/5/13	9B. UNITED STATES OF AMERICA BY _____ (Signature of Regional Program Manager)	9C. DATE SIGNED

4.25



DEPARTMENT OF THE ARMY
MILITARY SURFACE DEPLOYMENT & DISTRIBUTION COMMAND
NORTHEAST REGIONAL STORAGE MANAGEMENT OFFICE
NWS Earle, 201 Highway 34 South - Bldg. C-3
Colts Neck, New Jersey 07722-1902

REPLY TO
ATTENTION OF:

AMSSD-PPS-NE (55-355FRTn)

19 August 2013

MEMORANDUM FOR SEE DISTRIBUTION

SUBJECT: Tender of Service Transmittal

1. References:

- a. Tender of Service No. TOSS00-05-G-0887
Modification No. N00018/N00019/N00020
- b. Transportation Service Provider:

JACK TREIER, INC.
D/B/A TRI-STATE MOVING SYSTEMS
1074 East Main Street
Mount Joy, PA 17552
(TSMH)

- c. DOD 4500.9R, DTR, Part IV, Personal Property.

2. Effective 1 April 2013, Tender of Service Full Replacement Valuation (FRV) Liability, copy of modification attached.

3. Effective 1 July 2013, Tender of Service weight ticket information, copy of modification attached.

4. Effective 19 August 2013, Tender of Service is amended, copy of modification attached.

Encl(s)
/mw

Howard Gerwitz
Regional Program Manager

DISTRIBUTION:

Carlisle Barracks, PA	1
DFAS, Rome, NY	1
DFAS, Cleveland, OH	1
DFAS, Columbus, OH	1
AAFES, Dallas, TX	2
Transportation Service Provider	1

MODIFICATION OF NONTEMPORARY STORAGE TENDER OF SERVICE (TOS) (DOD Regulation 4500.9-R, Part IV)		PAGE 1	OF PAGES 1
1. MODIFICATION NO. N00018		2. EFFECTIVE DATE 1 APRIL 2013	
3. ISSUED/ADMINISTERED BY: DEPARTMENT OF THE ARMY SDDC, NORTHEAST REGIONAL STORAGE MANAGEMENT OFFICE NWS EARLE, ATTN: AMSSD-PPS-NE 201 HIGHWAY 34 SOUTH - BLDG. C-3 COLTS NECK, NEW JERSEY 07722-1902			
4. NAME AND ADDRESS OF TRANSPORTATION SERVICE PROVIDER (No., street, county, State and ZIP Code)		5A. MODIFICATION OF NONTEMPORARY STORAGE TENDER OF SERVICE NO:	
WAREHOUSE LOCATIONS: 1074 East Main Street, Mount Joy, PA Jack Treier, Inc. D/B/A Tri-State Moving Systems 1074 East Main Street Mount Joy, PA 17552 COUNTY: (Lancaster)		✓ TOSS00-05-G-0887	
		5B. DATED (SEE ITEM 6) 01 NOV 2004	
SCAC CODE: (TSMH)		CAGE CODE: 6H6Q0	

6. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF TENDER OF SERVICE/ORDERS,
IT MODIFIES THE TENDER OF SERVICE/ORDER NO. AS DESCRIBED IN ITEM 7

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: DTR 4500.9-R, THE CHANGES SET FORTH IN ITEM 7 ARE MADE IN THE TENDER OF SERVICE ORDER NO. IN ITEM 5A.
	B. THE ABOVE NUMBERED TENDER OF SERVICE/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 7, PURSUANT TO THE AUTHORITY OF DTR 4500.9-R.
✓	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: DTR 4500.9-R

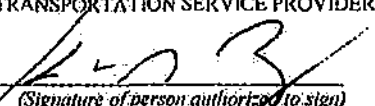
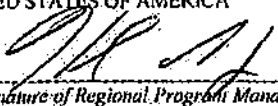
D. IMPORTANT: Participant ☐ is not, ☒ is required to sign this document and return 2 copies to the issuing office.

7. DESCRIPTION OF MODIFICATION

Effective 1 April 2013, all Non-Temporary Storage lots currently stored under this Non-Temporary Storage Tender of Service are now covered by Full Replacement Valuation (FRV) Liability.

DUPLICATE ORIGINAL

Except as provided herein, all terms and conditions of the document referenced in Item 5A, as heretofore changed, remains unchanged and in full force and effect.

8A. NAME & TITLE OF SIGNER (Type or print) KEVIN G. LUNZ/Agency Manager		9A. NAME & TITLE OF REGIONAL PROGRAM MANAGER (Type or print) HOWARD GERWITZ	
8B. TRANSPORTATION SERVICE PROVIDER BY  (Signature of person authorized to sign)	8C. DATE SIGNED 8/15/13	9B. UNITED STATES OF AMERICA BY  (Signature of Regional Program Manager)	9C. DATE SIGNED 8/19/2013

LP

4.11

ENTERED AND FILED
14 DEC -8 PM 2:12
PROthonary's OFFICE
LANCASTER, PA

IN THE COURT OF COMMON PLEAS OF LANCASTER COUNTY, PENNSYLVANIA
CIVIL DIVISION

State Farm Mutual Automobile
Insurance Company
Plaintiff

14-11053

No:

vs.

COMPLAINT IN CIVIL ACTION

TIMOTHY F ROSS
JACK TREIR INC

Defendants

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Benjamin W. Lawrence, 209032
WELTMAN, WEINBERG & REIS CO., L.P.A.
325 CHESTNUT STREET SUITE 501
PHILADELPHIA, PA 19106-2614
215-599-1500
FAX: 215-599-1505
20666963 C Y Jer HOH

4.11

IN THE COURT OF COMMON PLEAS OF LANCASTER COUNTY, PENNSYLVANIA
CIVIL DIVISION

State Farm Mutual Automobile
Insurance Company
Plaintiff

vs.

Civil Action No

TIMOTHY F ROSS
JACK TREIR INC

Defendants

14-11053

ENTERED AND FILED
14 DEC -8 PM 2:12
PROthonARY'S OFFICE
LANCASTER, PA.

COMPLAINT AND NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by an attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERRAL SERVICE
LANCASTER BAR ASSOCIATION
11 NORTH DUKE STREET
LANCASTER, PA 17603
(717) 393-0737



June 10, 2014

State Farm Insurance
Lisa Frosheiser
Subrogation Services
P.O. Box 2371
Bloomington, IL 61702-2371

RE: Our Insured:	Jack Treier Inc
Our Insured Driver:	Timothy Ross
Our File Number:	134895
Your Client:	Darius Capone
Your File Number:	34-4G05-695
Date of Loss:	4/21/14

Dear Ms. Frosheiser:

This correspondence is in response to your subrogation demand in the amount of \$3,117.02, regarding the above-referenced incident. We have completed our review of the circumstances surrounding this incident and would like to take this opportunity to respond.

Based on our investigation of this loss it appears that the liability for this accident will rest with your insured who attempted to make a lane change merging into the left rear of our insured's vehicle causing damage to the right side of her car; with this being the case we will not be able to assist your insured with any repairs to her vehicle.

We are unaware of any negligence on the part of our insured and do not feel our insured is liable for the damages as a result of this incident. If you have any documentation that supports otherwise or would cause us to reconsider our position, please submit it for our review.

Sincerely,

Jeff Marter

Jeff Marter
Claims Examiner

WELTMAN, WEINBERG & REIS Co., LPA

ATTORNEYS AT LAW

(Over 80 Years of Service.)

4.11
323 W. Lakeside Ave. Ste. 200 Cleveland, OH 44113-1009
(216) 739-5765 (877) 699-1907
Mon-Thurs 8am-9pm, Fri 8am-5pm, & Sat 8am-12pm EST

*Jeff Martin at
Van Ginner denied
the claim -
Capone near ended
Jim Ross*

August 13, 2014

JACK TREIR INC

1074 E MAIN ST

MOUNT JOY PA 17552-9332

RE: STATE FARM MUTUAL AUTO INS

Claim No.: XXXXXX-695

WWR File No.: 20666963

Balance Due as of August 13, 2014: \$3,117.02

Dear JACK TREIR INC:

Please be advised that this law firm has been retained to represent the above-referenced client with regard to its claim against you for damages. As of the date of this letter you owe the amount listed above.

It is requested that you forward a check or money order to our office to cover the damages sustained. You may also be able to pay your account online via our web-pay website at www.wvrepay.com. If you are unable to pay the entire amount, it is important that you contact this office to discuss a repayment program. Your failure to either remit the balance or enter into satisfactory payment arrangements may result in continued collection efforts against you. If your driving privileges have been suspended as a result of this claim, my client is in the position to remove that suspension only after this matter is resolved to their satisfaction.

This law firm is a debt collector attempting to collect this debt for our client and any information obtained will be used for that purpose. Unless you dispute the validity of this debt, or any portion thereof, within thirty (30) days of receipt of this letter, we will assume that the debt is valid. If you notify us in writing within the thirty (30) day period that the debt, or any portion thereof, is disputed, we will obtain verification of the debt and mail you a copy. If you request in writing within the thirty (30) day period, we will provide you the name and address of the original creditor if different from the current creditor.

Sincerely,

Weltman, Weinberg & Reis Co., L.P.A.

CONWELT01332

To receive proper credit on your account, please detach the bottom portion and return with your payment in the enclosed envelope

323 W. Lakeside Ave. Ste. 200
Cleveland, OH 44113-1009

ADDRESS SERVICE REQUESTED

WWR File No.: 20666963
Balance Due: \$3,117.02

August 13, 2014

WELTMAN, WEINBERG & REIS CO., L.P.A.
P.O. Box 93784
Cleveland, OH 44101-5784

H11/332/19196384/0411-332 376582129



JACK TREIR INC
1074 E Main St
Mount Joy PA 17552-9332

H11/332/19196384/0411

2014-04-210

6006 - TRAFFIC ACCIDENT - NONREPORTABLE

04/21/2014 20:34 - 16 OFFICER TYLER R. SEIDEL

On April 21, 2014 at 1352 hours, Northwest Regional Police were dispatched to the area of Hershey Rd at Route 283 for a vehicle accident with no injuries. I responded and arrived at 1957 hours.

Upon arrival, I viewed a white Honda CRV with front end damage parked in the distress lane with three people at the vehicle. I made contact with the people and they told me they were involved in the crash. Daria Capone identified herself as the driver of the Honda CRV. I pulled her aside and asked her what had occurred. She told me she was driving North on Hershey Rd and was following a GMC Boxtruck in the right lane. She said the truck had started to turn into the distress lane without signaling. She said she changed lanes to the left lane and went to go around the truck. She claimed when she changed lanes, the truck made a hard left to attempt a U-Turn. Capone stated she hit her brakes hard and swerved to the left to avoid the truck but could not stop in time. She said she struck the driver's side tire area of the truck with her front right bumper area before coming to rest. I looked at the damage on the Honda and saw exactly what she had said. The evidence matched her story.

I then made contact with the driver of the truck. He identified himself as Timothy Ross and told me he was driving North on Hershey Rd with his fiancée. He said Capone's vehicle was behind him when she changed lanes to go into the left lane. Ross stated Capone then sped up to go around them before the lane merged. Ross stated he turned his turn signal on and slowed down. When he slowed down, so did Capone. Ross said he then merged into the left lane and Capone struck the driver's side rear tire area. I looked at the truck which was parked in the southbound distress lane. The truck had numerous scuffs and scratches and I was unable to determine a point of impact. I asked why the truck was facing southbound and Ross told me after the collision he stopped in the median. Due to the truck being large, he was still in the lane of traffic so he moved it to prevent another accident. The damage to the Honda was consistent with both statements from both parties.

I viewed a sign for the northbound lane showing the right lane was to merge into the left lane. This showed me the left lane had the right of way. I told Capone and Ross that because the evidence supported both statements, Ross would be deemed the at fault vehicle in my report because the left lane had the right of way. I told them I had no bearing over what the insurance companies do.

I issued an accident exchange form and my business card to both parties. Neither vehicle was towed and no one was injured.

The incident was cleared at 1446 hours.

