

KAUFMAN & HUGHES
ATTORNEYS AT LAW
SUITE 905
ONE MONTGOMERY PLAZA
NORRISTOWN, PENNSYLVANIA 19401

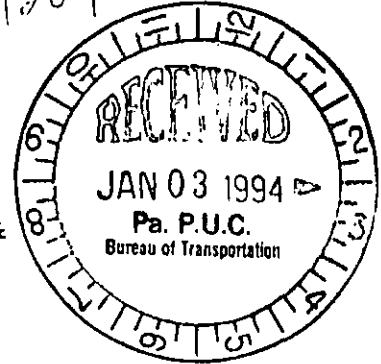
JOHN G. KAUFMAN
EDWARD J. HUGHES
JOSEPH J. KALKBRENNER, JR.

AREA CODE (215)
279-6800
TELECOPIER NO.
279-9390

December 28, 1993

Office of the Pennsylvania
Public Utility Commission
P. O. Box 3265
North Office Building
Harrisburg, PA 17120

Re: Application of Sinclair Moving &
Storage, Inc. for Emergency
Temporary Authority and
Temporary Authority and for
Permanent Authority with regard
to the Certificate of Acme Piano
Co., Inc. - No. A-00107825



Gentlemen:

Enclosed please find the following:


1. An original and two copies of a completed Application for Emergency Temporary Authority and Temporary Authority together with two certified checks, both payable to the Commonwealth of Pennsylvania in the amount of \$100.00 each, representing the filing fees.

2. An original and two copies of a completed Application for Approval of Transfer and Exercise of Common or Contract Carrier Rights together with a certified check payable to the Commonwealth of Pennsylvania in the amount of \$350.00 representing the filing fee.

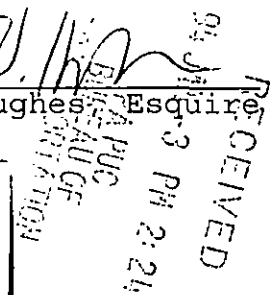
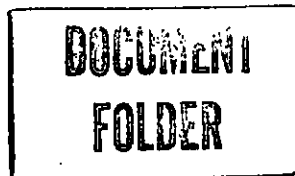
This is to request that the Emergency Temporary Authority Application be placed on the Commission's next agenda because of the emergency nature of the transaction as set forth therein.

Please advise.

Very truly yours,
KAUFMAN & HUGHES

By: 
Edward J. Hughes, Esquire

EJH:mrk
Enclosures
cc: Sinclair Moving & Storage, Inc.
Mr. Kenneth D. Sataloff



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

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

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

for approval of the transfer and to exercise the right

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

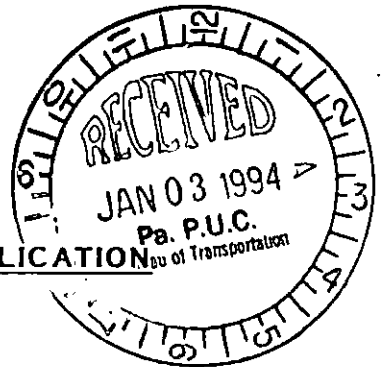
No. A-00107825, Folder No. _____, issued to

Acme Piano Co., Inc.

(Transferor-Seller)

for transportation of property
(persons-property)

PUC USE ONLY
Docket No. A111204
Folder No. _____



SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

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

2. n/a
(Trade name, if any)

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

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

3. 825 Cooper Road
(Business Street Address) _____ (P.O. Box, if any)

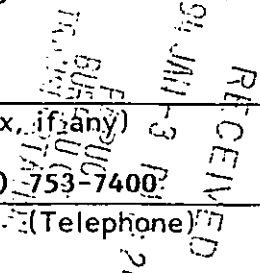
Berlin
(City)

Camden
(County)

NJ
(State)

08009
(Zip)

(609) 753-7400
(Telephone)



1/11/94 spoke to AH Hooper Sr. Peggy will check on Acme send x let me know

700833

DOCUMENT FOLDER

DOCKETED
APPLICATION DOCKET
JAN 26 1994
ENTRY No. _____

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

10. Applicant proposes to acquire part of the operating rights now held
(all or part)
by transferor. Attach sheet describing rights to be transferred to applicant and rights to be retained by transferor, if any. If any rights are to be omitted, give reasons. See attached Authority being retained/Authority being transferred (Exhibit "C").
11. The reason for the transfer is Transferee is unable to effectively operate a moving and storage company due to advanced age and health of Transferee's principals.
Transferor desires to establish Pennsylvania intra-state operations.

- 12a. The following must be attached:

- Sales Agreement. See Exhibit "A"
- List of equipment to be used to render service. (summarize by type) See Exhibit "B"
- Operating authority to be transferred/retained. See Exhibit "C"
- Statement of Financial Condition. See Exhibit "D"
- Statement of unpaid business debts of transferor and how they will be satisfied. See Exhibit "E"
- Statement of safety program. See Exhibit "F"
- Statement of transferee's experience. See Exhibit "G"

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

- Partnership Agreement.
- Trade Name registration certificate.
- Certificate of Incorporation. (Pa. Corporation only)
- Certificate of Authority. (Foreign ((out-of-state)) Corporation only) See Exhibit "H"
- Statement of corporate charter purpose. (corporations only)
- List of corporate officers and stockholders. (corporations only)
- Copy of short form certificate showing date of death of transferor and name of executor or administrator/administratrix.

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

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

SINCLAIR MOVING & STORAGE, INC.

Transferee sign here: By: Cathy G Reeves _____
 (each partner must sign) (Date)
 (Corporate Seal) Cathy G. Reeves, President

Robert G Reeves Secretary _____
 Robert G. Reeves, Secretary

ACME PIANO CO., INC.

Transferor sign here: By: Joseph Vidas Jr. 10/22/93 _____
 (Corporate Seal) Joseph Vidas, Jr., President

THIS MUST BE COMPLETED BY NOTARY PUBLIC

AFFIDAVIT OF APPLICANT (Natural Person)

COMMONWEALTH OF PENNSYLVANIA :
_____ County : ss:

_____, being duly sworn (affirmed) according to law,
deposes and says that the facts above set forth are true and correct; or are true and correct
to the best of his knowledge, information and belief and he expects to be able to prove the
same at the hearing hereof.

Signature of Affiant

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

Signature of Official Administering Oath

AFFIDAVIT OF APPLICANT (Corporation)

COMMONWEALTH OF PENNSYLVANIA :
_____ County : ss:

Cathy G. Reeves, being duly sworn (affirmed) according to
law, deposes and says that she is President of _____
(Office of Affiant)

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

at the hearing hereof.



Signature of Affiant
Cathy G. Reeves

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

Signature of Official Administering Oath

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

COMMONWEALTH OF PENNSYLVANIA :
: ss:
_____ County :

_____, being duly sworn (affirmed) according to law,
deposes and says that the facts above set forth are true and correct; or are true and correct
to the best of his knowledge, information and belief and he expects to be able to prove the same
at the hearing hereof.

Signature of Affiant

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

Signature of Official Administering Oath

AFFIDAVIT OF TRANSFEROR/SELLER (Corporation)

STATE OF NEW JERSEY
~~COMMONWEALTH OF PENNSYLVANIA~~ :
: ss:
_____ CAMDEN _____ County :

_____ Joseph Vidas, Jr. _____, being duly sworn (affirmed) according to law,
deposes and says that he is President of Acme Piano Co., Inc. ;
(Office of Affiant) (Name of Corporation)

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

Joseph Vidas Jr.
Signature of Affiant

Sworn and subscribed before me this 22nd
day of October 19 93
My Commission expires _____

Mary T. Vidas
Signature of Official Administering Oath

MARY T. VIDAS, ESQUIRE
ATTORNEY AT LAW, STATE OF
NEW JERSEY

AGREEMENT OF SALE

THIS AGREEMENT made this 23rd day of September, 1993 by and between ACME PIANO CO., INC. ("SELLER") and SINCLAIR MOVING & STORAGE, INC. ("PURCHASER").

BACKGROUND:

A. SELLER is a certificated carrier of property by motor vehicle and holds operating rights issued by the Pennsylvania Public Utility Commission ("Pa PUC").

B. SELLER has agreed to sell to PURCHASER and PURCHASER has agreed to purchase from SELLER a portion of SELLER'S Operating Rights issued by the Pa PUC at Docket No. A-00107825. SELLER'S authority is described on Exhibit "A" (the "Operating Rights"). SELLER has agreed to sell to PURCHASER the authority described on Exhibit "B" (the "Transferred Rights") upon the terms and conditions set forth herein. SELLER shall retain the authority described on Exhibit "C" (the "Retained Rights").

NOW, THEREFORE, SELLER and PURCHASER, in consideration of and reliance upon their mutual promises and the warranties, covenants, and the conditions herein contained, and intending to be legally bound hereby, agree as follows:

TERMS AND CONDITIONS

1. DEFINITIONS

1.1 "Transaction" shall mean the undertaking contemplated by the parties hereto for the purchase and sale of the Transferred Rights including such ancillary agreements necessary for or beneficial in effectuating the same.

1.2 "Order" shall mean a dispositive writing issued by the Pa PUC authorizing and approving the transfer of the Transferred Rights by SELLER to PURCHASER.

1.3 The "Effective Date" of an Order shall mean the date an Order is entered.

1.4 "Application" shall mean documents filed with the Pa PUC seeking affirmative relief, such as approval or exemption of a transaction.

1.5 "Approval" shall mean an Order issued by the Pa PUC with respect to the Transaction either (i) approving, (ii) exempting from the requirements of obtaining approval, or (iii) determining that the Pa PUC has no jurisdiction over, the Transaction or any part thereof.

1.6 "Closing" shall mean the event at which the sale and purchase of the Transferred Rights shall be consummated.

2. PROPERTY TO BE SOLD AND PURCHASED

2.1 SELLER agrees to sell the Transferred Rights to PURCHASER and PURCHASER agrees to buy the Transferred Rights from SELLER, free and clear of all liens, encumbrances, security interests and other charges and claims.

2.2 PURCHASER has not purchased and does not seek to purchase the Retained Rights, or SELLER'S business or any assets from SELLER other than those set forth in Paragraph 2.1 and PURCHASER has no intent to assume and does not in any way assume any debt, contract, lease or obligation of SELLER, and nothing in this agreement shall be construed otherwise.

3. PURCHASE PRICE AND PAYMENT

3.1 PURCHASER shall pay to SELLER in consideration for the Transferred Rights the sum of Five Thousand Five Hundred Dollars (\$5,500.00) ("Purchase Price") to be paid as follows:

3.1.1 Five Hundred Dollars (\$500.00), herein called the "Deposit", has been paid at or before the signing of this Agreement to Edward J. Hughes, Esquire ("Escrow Agent") to be held in escrow in Escrow Agent's attorneys' escrow account pursuant to the terms of this Agreement.

3.1.2 The Escrow Agent's only responsibility hereunder shall be for the safekeeping of the Deposit and the faithful performance by the Escrow Agent of the duties imposed by this paragraph.

3.1.3 PURCHASER acknowledges that in addition to acting as Escrow Agent under this Agreement, the Escrow Agent is acting as counsel for the PURCHASER, and the same shall not be deemed a conflict of interest for any purpose. Furthermore, in the event of any dispute arising between the PURCHASER and the SELLER, the Escrow Agent shall not be precluded from representing the PURCHASER in any such proceedings.

3.1.4 The balance of Five Thousand Dollars (\$5,000.00), less any amounts paid prior to Closing to be credited against the

Purchase Price in accordance with this Agreement, to be paid in cash or certified funds at Closing.

4. JURISDICTION OF REGULATORY BODIES; APPLICATIONS.

4.1 SELLER and PURCHASER understand and agree that the Transaction is subject to the jurisdiction of the Pa PUC.

4.2 PURCHASER shall promptly cause an Application to be prepared and filed with the Pa PUC and diligently prosecuted in order to secure such Approval from the Pa PUC as necessary to permit the transfer of the Transferred Rights to PURCHASER. PURCHASER shall pay all filing fees in connection with such Application.

4.3 The parties further agree to furnish such documents, information and data and to sign all pleadings and papers necessary or advisable to secure Approval and to cause such competent witnesses as may be required to attend and, if called, to testify at any proceeding scheduled by the Pa PUC.

4.4 Each party shall be responsible for payment of all fees and expenses owed to their legal counsel, accountants and other witnesses arising from compliance with their respective duties and responsibilities hereunder.

5. CLOSING AND CLOSING DATE

5.1 Closing shall take place at the offices of Kaufman & Hughes, Suite 905, One Montgomery Plaza, Norristown, Pennsylvania, on a mutually convenient date within thirty (30) days following the Effective Date of an Order issued by the Pa PUC granting Approval ("Approval Date"), but in no event later than six (6) months from the complete execution of this Agreement by SELLER and PURCHASER. All times specified in this Agreement shall be of the essence. In the event that an Order is not issued by the Pa PUC granting approval within six (6) months of the complete execution of this Agreement by SELLER and PURCHASER, either SELLER or PURCHASER may terminate this Agreement, in which event the Deposit, plus all interest accrued thereon, shall be return to PURCHASER, and neither party shall be further obligated to the other under this Agreement.

6. EVENTS AT CLOSING

6.1 Escrow Agent shall pay the Deposit and all funds held in escrow to SELLER.

6.2 PURCHASER shall deliver to SELLER, in cash or certified funds, the amount of Five Thousand Dollars (\$5,000.00).

6.3 SELLER shall deliver to PURCHASER an executed Bill of Sale evidencing the transfer of the Transferred Rights from SELLER to PURCHASER in form attached hereto as Exhibit "D".

7. CONDITIONS TO CLOSING

7.1 The conditions of Closing shall be as follows:

7.1.1 An Order shall have been issued by the Pa PUC granting PURCHASER authority to use the Transferred Rights on an emergency basis while the Application for Permanent Authority is being processed through the PUC. SELLER shall cooperate with PURCHASER in filing such Applications and providing such documentation as is necessary to secure the Emergency Authority. If the Emergency Authority is not granted within thirty (30) days of the date of this Agreement, PURCHASER shall have the option to declare this Agreement null and void, in which event, the Deposit shall be returned to PURCHASER, and the parties shall be released from all liability and obligations under this Agreement.

7.1.2 An Order shall have been issued by the Pa PUC granting Approval for permanent transfer of the Transferred Rights to PURCHASER.

7.1.3 All of the representations, warranties and covenants of SELLER, as set forth herein, shall be true and correct in all material respects as of and at the signing hereof and at and as of the Closing Date, as if made on the Closing Date.

7.1.4 No third party shall have instituted, or notified any party hereto of its intention to institute, or threatened to institute any suit, action, or legal or administrative proceeding to restrain, enjoin, or otherwise question the validity or legality of the Transaction.

8. TERMINATION

8.1 Denial of Application. Should the Pa PUC by Order decline to give Approval of the Transaction, then this Agreement shall automatically terminate as of the Effective Date of said Order.

8.2 Material Change. In the event the Pa PUC issues an Order granting Approval but imposes conditions which materially vary or alter the terms of this Agreement, the rights of either party or the scope of the Transferred Rights, the party whose rights are diminished or whose obligations are increased shall have the option to terminate this Agreement as of the Effective Date of said Order.

8.2.1 PURCHASER agrees that it will accept as a condition of the transfer of the Transferred Rights a restriction that the Transferred Rights shall not include the right, power or privilege to transport pianos, radios and refrigerators except when such commodities are part of a household goods moving service.

8.3 Exercise of Option to Terminate. A party's option to terminate under Paragraph 8.2 above may be exercised only in writing by Notice of Termination specifying the cause thereof, mailed or delivered to the other party within ten (10) days following the Effective Date of the Order giving rise to the option to terminate. If no such Notice of Termination is given within such ten (10) day period, any such conditions shall be deemed modifications to this Agreement and/or to the Transferred Rights accepted by the parties and the parties waive any right to terminate this Agreement on account of such conditions.

8.4. Effect of Termination. If this Agreement is terminated in accordance with this Section 8, then:

8.4.1 The Deposit plus all interest accrued thereon, shall be returned to PURCHASER.

8.4.2 To the extent required, SELLER shall cause to be prepared and filed appropriate Application(s) or other document(s) with the Pa PUC in order, as appropriate, to terminate or withdraw the transfer proceedings and to rescind any Orders which would allow the authority to be transferred. The obligations and responsibilities set forth in Paragraphs 4.3 and 4.4 apply with equal effect to any proceedings initiated with respect to this subparagraph.

8.4.3 Following completion of the above conditions, neither party shall be further obligated to the other under this Agreement.

9. DEFAULT; REMEDIES ON PURCHASER'S DEFAULT

9.1 Definition of PURCHASER'S Default. PURCHASER shall be in default if PURCHASER fails to make any payment required hereunder or fails to perform any covenant required hereunder or under any of the Agreements to be executed in connection herewith and such failure continues for a period of five (5) days after receipt of written notice from SELLER of such failure.

9.2 Remedies Upon Default. If PURCHASER is in default as defined in Paragraph 9.1 above, then:

9.2.1 All rights and/or licenses granted, assigned and/or transferred to PURCHASER pursuant to this Agreement shall automatically revert to and become the property of SELLER.

9.2.2 All obligations of SELLER to PURCHASER pursuant to this Agreement shall immediately cease.

9.2.3 SELLER shall be entitled to retain i/ the Deposit, plus all interest accrued thereon. The parties hereby agree that the above sum shall be, and is deemed to be, liquidated damages ("Liquidated Damages") for PURCHASER'S failure to perform hereunder. Thereupon, SELLER shall have no further cause of action against PURCHASER related to such default.

10. PURCHASER'S REMEDIES AND RIGHT TO SPECIFIC PERFORMANCE

10.1 SELLER acknowledges that the Transferred Rights are of such unique character that PURCHASER would be irreparably harmed should SELLER fail, refuse or neglect to perform the terms and conditions of this Agreement and PURCHASER'S remedies at law for SELLER'S breach would be inadequate to compensate PURCHASER. If SELLER refuses, fails, or neglects to perform this Agreement or to sell the Transferred Rights to PURCHASER after the conditions to Closing have been met, in addition to any other remedies PURCHASER may have, PURCHASER shall have the right to the specific performance of the Agreement and may seek from a court of proper jurisdiction such order, decree, or judgment as necessary to compel SELLER to perform this Agreement.

10.2 If SELLER fails, refuses, or neglects to pay any Pa PUC assessment in a timely fashion, PURCHASER shall have the right, in addition to any other remedies which PURCHASER may have, to pay such assessment and credit the amount of such assessments paid against the Purchase Price.

11. REPRESENTATIONS AND WARRANTIES OF SELLER

11.1 SELLER represents and warrants as of the Date of this Agreement and as of the Closing:

11.1.1 SELLER'S legal status. SELLER is a corporation duly organized, validly existing and in good standing under the laws of Pennsylvania, has all requisite corporate power and authority to carry on its business as now being conducted, to enter into this Agreement and to observe and perform its terms, subject only to such Approval by Regulatory Agencies as is discussed hereinabove. The execution and delivery of this Agreement and the performance of the Transaction by SELLER have been duly and validly authorized by all requisite corporate action, and no

further corporate authorization is necessary in order that SELLER'S obligations hereunder are fully binding on it.

11.1.2 Title to Transferred Rights. SELLER has good, valid and marketable title to the Transferred Rights subject to no encumbrance, lien, charge or other restriction of any kind or nature, including without limitation Pa PUC Assessments.

11.1.3 Restrictive Documents. The SELLER is not subject, or a party, to any charter, bylaw, mortgage, lien, lease, license, permit, agreement, contract, instrument, law, rule, ordinance, regulation, order, judgment or decree or any other restriction of any kind or character, which would prevent consummation of the Transaction or the continued operation by PURCHASER of the Transferred Rights on substantially the same basis as heretofore operated.

11.1.4 Litigation. There is no action, suit, proceeding at law or in equity by any person or entity, or any arbitration or any administrative or other proceeding by or before any court, government agency or other body, pending, or to the best of SELLER'S knowledge, information and belief, threatened, against or affecting the Transferred Rights or which could materially and adversely affect the right or ability of the SELLER to transfer the Transferred Rights or the PURCHASER to utilize them upon transfer. SELLER knows of no valid basis for such action, proceeding or investigation.

11.1.5 Compliance With Laws. SELLER is in compliance, in all material respects, with all applicable laws, regulations, orders, judgments and decrees in connection with their motor carrier operations and holds all necessary licenses and permits to operate its business.

11.1.6 PUC Filing. SELLER has filed all Annual Reports, Assessment Reports, and any other documentary filing to be made at the Pa PUC and SELLER shall, prior to Closing, timely make all such filings, at its sole cost and expense, as required by the Pa PUC.

11.1.7 Broker's or Finder's Fees. If any agent, broker, person, or firm is acting on behalf of SELLER, SELLER is solely liable for any commission, broker's fee or finder's fees in connection with the Transaction.

12. REPRESENTATIONS AND WARRANTIES OF PURCHASER

12.1 PURCHASER represents and warrants that, as of the date of this Agreement and as of the Closing Date:

12.1.1 PURCHASER'S Legal Status. PURCHASER is a corporation duly organized, validly existing and in good standing under the laws of Pennsylvania, has all requisite corporate power and authority to carry on its business as now being conducted, to enter into this Agreement and to observe and perform its terms, subject only to such Approval by Regulatory Agencies as is discussed hereinabove. The execution and delivery of this Agreement and the performance of the Transaction by PURCHASER have been duly and validly authorized by all requisite corporate action, and no further corporate authorization is necessary in order that PURCHASER'S obligations hereunder are fully binding upon it.

12.1.2 Restrictive Documents. PURCHASER is not subject, or a party, to any charter, bylaw, mortgage, lien, lease, license, permit, agreement, contract, instrument, law, rule, ordinance, regulation, order, judgment or decree or any other restriction of any kind or character, which would prevent consummation of the Transaction.

12.1.3 Broker's or Finder's Fees. No agent, broker, person or firm acting on behalf of PURCHASER is, or will be, entitled to any commission, broker's fees or finder's fees in connection with the Transaction.

13. NOTICES

13.1 All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered in person, or mailed, first class postage prepaid, certified mail, return receipt requested, or sent by overnight delivery service, as follows:

13.1.1 TO SELLER:

Acme Piano Co., Inc.
5150 Elvena Avenue
Pennsauken, NJ 08109

13.1.2 TO PURCHASER:

Sinclair Moving & Storage, Inc.
825 Cooper Road
Berlin, NJ 08009

or to such other address as may be specified in writing by a party in accordance herewith, except that notices of change of address shall only be effective upon receipt.

14. MISCELLANEOUS

14.1 Survival of Representations. All representations, warranties and agreements made by the parties in this Agreement or pursuant hereto shall survive the Closing hereunder and any investigation at any time made by or on behalf of the parties.

14.2 Entire Agreement; Amendments; Parties in Interest. This Agreement and the other agreements referred to herein, set forth the entire understanding of the parties. This Agreement shall not be changed or terminated orally, and may be modified only by a writing signed by all of the parties hereto. All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by the legal representatives, successors and assigns of the parties.

14.3 Governing Law. This Agreement is being delivered and is intended to be performed in the Commonwealth of Pennsylvania and shall be construed and enforced in accordance with the laws thereof.

14.4 Headings. The headings contained in this Agreement are for reference only and shall not affect in any way the meaning or interpretation of this Agreement.

14.5 Severability. In the event that any provision of this Agreement is found to be void, the remaining provisions of this Agreement shall, nevertheless, be binding with the same effect as through the void provision was deleted.

14.6 Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

14.7 "Corporate" Knowledge. Any reference herein to the actual or constructive knowledge of a corporation shall be deemed to include the actual or constructive knowledge of its officers, directors and shareholders.

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

(CORPORATE SEAL)

SELLER:
ACME PIANO CO., INC.

Marc Kidas

By: Joseph Kidas

(CORPORATE SEAL)

PURCHASER:
SINCLAIR MOVING & STORAGE, INC.

Robt A. Rees V.P.

By:

Loathy G. Rees
President

ACME PIANO CO., INC.

CERTIFICATE NO. A-00107825

TOTAL AUTHORITY

1. To transport, as a Class D carrier, pianos, radios and refrigerators between points in the city and county of Philadelphia.
2. To transport, as a Class D carrier, pianos, radios and refrigerators from points in the city of Philadelphia to other points in Pennsylvania within an airline distance of thirty (30) statute miles of the Philadelphia City Hall.
3. To transport, as a Class D carrier, household goods and office furniture, in use, between points in the city and county of Philadelphia.
4. To transport, as a Class D carrier, household goods and office furniture, in use, from points in the city and county of Philadelphia to other points in Pennsylvania within an airline distance of fifty (50) statute miles of the Philadelphia City Hall, and vice versa.

TRANSFERRED AUTHORITY

3. To transport, as a Class D carrier, household goods and office furniture, in use, between points in the city and county of Philadelphia.
4. To transport, as a Class D carrier, household goods and office furniture, in use, from points in the city and county of Philadelphia to other points in Pennsylvania within an airline distance of fifty (50) statute miles of the Philadelphia City Hall, and vice versa.

See cond. A to
Avoid duplication
in sales agreement.
Page 5. Narayankh
|_____

RETAINED AUTHORITY

1. To transport, as a Class D carrier, pianos, radios and refrigerators between points in the city and county of Philadelphia.

2. To transport, as a Class D carrier, pianos, radios and refrigerators from points in the city of Philadelphia to other points in Pennsylvania within an airline distance of thirty (30) statute miles of the Philadelphia City Hall.

ASSIGNMENT
AND
BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE made as of this _____ day of September, 1993 by and between ACME PIANO CO., INC. ("Seller") and SINCLAIR MOVING & STORAGE, INC. ("Buyer").

W I T N E S S E T H:

1. Definitions. In this Assignment:

(a) Rights issued by the PA Public Utility Commission at Docket No. A-00107825.

(b) "Transferred Rights" mean that portion of Seller's Operating Rights issued by the Pa PUC at Docket No. A-00107825 described as the Transferred Authority on Exhibit "A".

ASSIGNMENT AND TRANSFER

For good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, and intending to be legally bound hereby, Seller has granted, bargained, sold and transferred, and by these presents does bargain, sell, assign and transfer title to the Transferred Rights to Buyer, its successors and assigns, free and clear of all mortgages, pledges, liens, security interests, conditional sale agreements, and other encumbrances created by Sellers of any kind whatsoever.

To have and to hold the Transferred Rights and all privileges and appurtenances thereunto belonging, to the Buyer, its successors and assigns forever.

BUYER'S ACCEPTANCE

Buyer does hereby accept the sale, assignment and transfer of the Transferred Rights.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first above written.

ATTEST:

SELLER:
ACME PIANO CO., INC.

By: _____

ATTEST:

BUYER:
SINCLAIR MOVING & STORAGE, INC.

By: _____

12) Equipment To Be Used

- 1984 - Freight Tractor
- 1980 - Ford Tractor
- 1986 - Mercedes Benz Straight Truck
- 1982 - Kentucky Trailer
- 1983 - Kentucky Trailer
- 1979 - Chevy Straight Truck

AUTHORITY BEING RETAINED

1. To transport, as a Class D carrier, pianos, radios and refrigerators between points in the city and county of Philadelphia.
2. To transport, as a Class D carrier, pianos, radios and refrigerators from points in the city of Philadelphia to other points in Pennsylvania within an airline distance of thirty (30) statute miles of the Philadelphia City Hall.

AUTHORITY BEING TRANSFERRED

3. To transport, as a Class D carrier, household goods and office furniture, in use, between points in the city and county of Philadelphia.

4. To transport, as a Class D carrier, household goods and office furniture, in use, from points in the city and county of Philadelphia to other points in Pennsylvania within an airline distance of fifty (50) statute miles of the Philadelphia City Hall, and vice versa.

STATEMENT OF FINANCIAL CONDITION

INCOME STATEMENT

For the 12-month period ending SEE ATTACHED
(Date)

REVENUE and GAINS

Operating Revenue	_____
Net Revenue from non-carrier operation	_____
Dividend and Interest revenues	_____
Other non-operating revenue	_____
Gains	_____
Total Revenue and Gains	=====

EXPENSES

Equipment Maintenance and Garage Expense	_____
Insurance Expense	_____
Employee Salaries	_____
Supervisory Salaries	_____
Officer Salaries	_____
Fuel Expense	_____
Purchased Transportation (Lease Expense)	_____
Materials and Supplies Expense	_____
General Office Expense	_____
Advertising Expense	_____
Telephone Expense	_____
Accounting Expense	_____
Legal Expense	_____
Uncollectible Revenue	_____
Depreciation Expense	_____
Amortization	_____
Operating Taxes and Licenses	_____
Rent Expense	_____
Loss	_____
Total Operating Expense and Losses	=====

Net Income before Taxes	_____
Provision for Income Taxes	_____
Net Income	=====

STATEMENT OF FINANCIAL POSITION (Balance Sheet)

as of _____

Date

ASSETS

CURRENT ASSETS

Cash	_____	
Accounts Receivable	_____	
Notes Receivable	_____	
Other current assets (Specify)	_____	
Total current assets	_____	

TANGIBLE ASSETS

Land	_____	
Motor Vehicle Equipment	_____	
Less: Accumulated Depreciation	- _____	= _____
Buildings and Structures	_____	
Less: Accumulated Depreciation	- _____	= _____
Investments and Funds (Specify)	_____	
Intangible Assets	_____	
Other assets (Such as advances and Idle equipment - specify)	_____	

LIABILITIES

Current Liabilities (liabilities due within one year of date)

Accounts Payable	_____
Notes Payable	_____
Equipment Obligations	_____
Other Liabilities (attach schedule)	_____
Total Current Liabilities	_____

Long Term Liabilities (liabilities due after one year of date)

Accounts Payable	_____
Notes Payable	_____
Equipment Obligations	_____
Other Liabilities (attach schedule)	_____
Total Long Term Liabilities	_____

Total Liabilities

Net Worth (partnerships & individuals)

OWNERS EQUITY (Corporations only)

Capital Stock (Corporations only)	_____
Additional paid-in capital	_____
Retained Earnings (Corporations only)	_____
Less: Treasury Stock	_____
Total Owner's Equity (Corporations only)	_____

Total Liabilities & Owner's Equity

(Corporations only)

Sinclair Moving & Storage
 Summary Income
 May 30, 1993

Account -----	Jan 93-May 93 -----	%
Income	410,087.55	100.0
Cost of Sales	14,566.51	3.6
Gross Profit	395,521.04	96.4
Expenses	366,274.56	89.3
Net Ordinary Income	29,246.48	7.1
Extraordinary Income	0.00	0.0
Extraordinary Expenses	0.00	0.0
Net Extraordinary Income	0.00	0.0
Net Income	29,246.48	7.1

Sinclair Moving & Storage
Balance Sheet
May 31, 1993

Account	May 93
Assets	
Current Assets	
Checking/Savings	
General DIP Checking Account	28.49-
Payroll DIP Account	27,095.10
Suspense Account	0.00
General Checking Account	0.00
Payroll Checking Account	0.00
Petty Cash Account	0.00
General Accts Receivable	0.00
	27,066.61
Accounts Receivable	
SMS Accounts Receivable	76,512.87
SMS Storage Accts Receivable	21,699.25
United Engineers Accts Rec	10,020.35
Sun Oil Company Accts Receiv	465.00
WVL Accounts Receivable	28,213.13
NVL Accounts Receivable	0.00
PAVL Accounts Receivable	19,828.46
Govt Memo Billing Receivable	1,657.73
Govt Accts Receivable	11,087.04
Reserved for Bad Debt Allowanc	14,313.98-
Uncollected Receivables	14,313.98
Gooding, Walter Receivable	0.00
	169,483.83
Other Current Assets	
Prepayments & Deposits	7,325.00
Prepaid Insurance	24,056.04
Escrow - Bishop Moving	500.00-
	30,881.04
Total Current Assets	227,431.48
Fixed Assets	

SINCLAIR MOVING & STORAGE, INC.
DEBTOR IN POSSESSION
STATEMENT OF INCOME AND RETAINED EARNINGS
FOR THE YEAR ENDED DECEMBER 31, 1992

Sales		\$ 877,289
Cost of Sales		
Material	\$ 44,233	
Direct Labor	205,722	
Subcontractors	22,258	
Payroll Taxes	21,266	
Job Expense	9,849	
Insurance	49,031	
Truck Expense	31,783	
Depreciation	10,914	
Equipment Rental	4,954	
Repairs	25,064	
Claims Expense	<u>12,587</u>	
Total Cost of Sales		<u>437,661</u>
Gross Profit on Sales		\$ 439,628
Operating Expenses		
Administrative Salaries	\$ 56,816	
Advertising	28,479	
Automotive Expense	6,767	
Bad Debt	2,002	
Depreciation	4,997	
Employee Benefits	20,739	
Entertainment	1,126	
Interest	3,540	
Office Expense	15,213	
Office Salaries	110,749	
Professional Fees	22,664	
Payroll Taxes	20,392	
Sales - Salaries	29,700	
Rent	60,000	
Repairs and Maintenance	4,026	
Telephone	11,755	
Utilities	<u>4,328</u>	
Total Operating Expenses		<u>403,293</u>
Income Before Provision for Taxes		\$ 36,335
Provision for Taxes		
Net Income		<u>\$ 36,335</u>
Retained Earnings (Deficit) - Beginning of Year		(173,210)
Retained Earnings (Deficit) - End of Year		<u>(\$ 136,875)</u>

See Compilation Report and Notes to Financial Statements

SINCLAIR MOVING & STORAGE, INC.
DEBTOR IN POSSESSION
BALANCE SHEET
DECEMBER 31, 1992

<u>ASSETS</u>		
CURRENT ASSETS		
Cash	\$ 5,989	
Accounts Receivable	133,492	
Prepaid Expenses	<u>25,104</u>	
Total Current Assets		\$164,585
EQUIPMENT		
Equipment	\$ 39,498	
Vehicles	<u>152,289</u>	
	\$191,787	
Less: Accumulated Depreciation Net Equipment	<u>167,216</u>	24,571
OTHER ASSETS		
License	\$ 16,303	
Deposits	<u>7,325</u>	
Total Other Assets		<u>23,628</u>
TOTAL ASSETS		<u>\$212,784</u>

<u>LIABILITIES</u>		
CURRENT LIABILITIES		
Notes Payable	\$ 22,054	
Accounts Payable	187,576	
Accrued Payroll and Sales Tax	94,158	
Accrued Expenses	<u>13,711</u>	
Total Current Liabilities		\$317,499
LONG-TERM LIABILITIES		
Loans Payable - Officers	<u>\$ 30,159</u>	
Total Long-Term Liabilities		30,159
STOCKHOLDERS' EQUITY		
Capital Stock		
Common Stock - 1,000 Shares Authorized 100 Shares Outstanding Without Par	\$ 2,001	
Retained Earnings (Deficit)	<u>(136,875)</u>	
Total Stockholders' Equity		(134,874)
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY		<u>\$212,784</u>

347658

EXHIBIT "E"

STATEMENT OF UNPAID BUSINESS DEBTS OF TRANSFEROR
AND HOW THEY WILL BE SATISFIED

The Transferor is retaining Authority regarding piano moving, and its business debts will be satisfied in the ordinary course of its continuing business.

SAFETY PROGRAM

Labor Force - All labor force is trained in how to handle furniture and the proper technique in lifting and carrying equipment furniture, ect. Our personnel are also taught the proper ways to secure a load in the truck and secure the area to be worked in for safer conditions for our personnel and customer.

Driver - All drivers are screened prior to employment for safe driving records and good past work references and are required to take a drug test. All drivers are given both written and road tests to assure our company of their ability to perform in a safe efficient manner. Drivers are monitored on a regular basis. This assures that our company has safe, drug free drivers that are in good physical condition.

Equipment - All equipment is inspected per D.O.T. requirement, in addition to daily driver checks. All equipment is on a regular preventative maintenance program. I.E. oil and lube changes, brake adjustments, tires, ect.

TRANSFEEE EXPERIENCE

Robert G. Reeves - 49% Owner and Vice President

1977 - 1986 Owner Operator for Banner Moving & Storage, agent for Wheaton Van Lines. During this period Robert provided services for many corporate relocations across the United States. In addition, operating his own truck he owned and managed 2 other trucks.

1986 - Purchased Sinclair Moving & Storage, Inc. At this point Robert will oversee all phases of operation for Sinclair Moving & Storage. He also provides sales which include commercial office moving and corporate relocations.

Cathy G. Reeves - 51% Owner and President

Cathy has an extensive background in accounting and handles all financial services for Sinclair Moving & Storage. Prior to purchasing Sinclair Moving & Storage, Inc., Cathy worked for Robert A. Bolton & Associates as an accountant.

ACCOUNT REPRESENTATIVES

Paul J. Graham
Married
B.S. West Chester University

1977 - 1981	Mover and Driver For Graebel Van Lines
1981 - 1984	Foreman and Supervisor For Commercial and National Account Moves
1984 - 1987	Obtained Degree While Working Full and Part Time As Account Service Representative
1987 - 1988	Operations and Project Manager at Ryan & Christie
1989 - 1993	Vice President of Commercial Sales at Ryan Christie Transit Corp.
1993 - Present	Vice President of Commercial Sales at Sinclair Moving & Storage

Gerald C. Lafferty
Married, 2 Children
B.A. Philadelphia Textile

1983 - 1985	Foreman and Supervisor For Ryan & Christie
1985 - 1988	Dispatch and Labor Supervisor
1988 - 1993	Vice President of Commercial Sales at Ryan & Christie Transit Corp.
1993 - Present	Vice President of Commercial Sales at Sinclair Moving & Storage

Robert G. Reeves
Married, 2 Children
President - Sinclair Moving & Storage

1974 - 1977 Mover and Foreman For Banner Wheaton Van
 Lines

1977 - 1980 Owner Operator For Banner Household
 Division

1980 - 1986 Owned and Operated Fleet of Three Hauling
 Units
 Awarded For: * Road Safety
 * Claim Ratio
 * Number 1 Revenue Producer
 From 1982 - 1986

1986 - Present Purchased Sinclair Moving & Storage
 National Account and Commercial
 Salesperson
 Awarded For: * Agent of The Month (3
 Times)
 * Annual Sales Achievement
 Award For 1989
 * Fourth Largest Agency In
 Wheaton Van Lines

James J. Brown
Married, 4 Children
6 Years Naval Air Corps.

1971 - 1979 Owner Operator For Red Ball Van Lines, Top
 Driver and Hauler, Numerous Safety Awards

1981 - 1990 Affiliated With American Red Ball Van
 Lines, Grew To Perform Interstate,
 International Relocations and Commercial
 Moving

1991 - Present Household Goods Sales Manager at Sinclair
 Wheaton Van Lines

PROJECT MANAGERS

Anthony Callahan
Married, 1 Child
12 Years Experience
B.A. Western Maryland University

1981 - 1984	Driver and Foreman
1984 - 1988	Obtained Degree From W.M.U., Worked Full Time In The Summer and Part-Time During Terms
1988 - 1993	Supervisor For Commercial Moves At Ryan & Christie Transit Corp.
1993 - Present	Chief Project Manager at Sinclair Moving & Storage
Feature Projects	NCL Buy Out of Blue Cross/Blue Shield, Smith Barney, Frankford Hospital, Miller Marvin, Riley DeFelice, Dept. of Environmental Resource, Chester County, Commonwealth Land & Title

Joseph Callahan
11 Years Experience
B.A. Western Maryland University

1982 - 1988	Driver and Foreman
1988 - 1993	Supervisor and Project Manager at Ryan & Christie Transit Corp.
1993 - Present	Project Manager at Sinclair Moving & Storage
Feature Projects	Arco Chemical, Swank Opticle, Phila. Restaurant School, Crozier Chester Hospital, SASI, Chubb, Inc.

John Glancey
Married, 2 Children
15 Years Experience

1978 - 1987	Driver and Commercial Supervisor
1987 - 1993	Supervisor and Interstate Account Representative For Ryan & Christie
1993 - Present	Project Manager at Sinclair Moving & Storage

Ed Reeves
Married, 2 Children
14 Years Experience

1979 - 1983	Driver and Foreman For Graebel Van Lines
1983 - 1986	Supervisor at Banner Wheaton Van Lines
1986 - Present	Project Manager at Sinclair Moving & Storage. Account Rep. for Prudential Bell of New Jersey, G.E., and others

OPERATIONS MANAGER

**Garrett Graham
Married, 2 Children
16 Years Experience**

1977 - 1988 Commercial Supervisor

**1988 - 1992 Project Manager For Gammit Installations,
Managed All Projects For Non-Union Company
Of AIMM**

1992 - Present Responsibility Entails:

- * Managing All Men & Equipment**
- * Evening and Weekend Supervisor**

DISPATCHER/PROJECT MANAGER ADMINISTRATOR

**Michael Wacker
Married, 1 Child
17 Years Experience**

1976 - 1977 Driver For Cherry Hill Movers

1977 - 1981 Foreman and Driver

**1981 - 1989 Warehouseman At 3 Locations and Commercial
Supervisor**

**1989 - Present Dispatcher, Trainer For All Supervisors At
Sinclair Wheaton Van Lines and Project
Manager**

SUPERVISORS

Joseph Wacker

Experience: 15 Years

Background: A.D. Mechanical Drawing, Star Design Institute, Van Foreman and Supervisor

Recent Major Moves: Sun Oil - 10 Years Running Chief Foreman On All Sun Oil Relocations. Philadelphia Branch of Reilly DeFelice Law Offices, Radnor Corp.

Walt Pasko

Experience: 21 Years

Background: Van Foreman & Supervisor. Former Co-Owner of Small Van Lines In Reading, PA

Recent Major Moves: Milcare Products, Bryn Mawr, Hahneman, V.A., Graduate and Other Hospitals

William Egan

Experience: 17 Years

Background: Certified Carpenter, Extensive Experience In All Forms of Commercial Supervision

Recent Major Moves: The Chester County, Exxon, Chichester School

COMPANY PROFILE

Sinclair Moving & Storage is a New Jersey Corporation with stock owned by:

Ms. Cathy Reeves as the acting President and C.F.O., she manages all aspects of accounting, administration, and financial direction. Ms. Reeves has been involved in the moving industry for over 15 years, starting as a co-driver with her husband Bob. Together they have owned two agents of Wheaton Van Lines and have currently been with Sinclair for over 6 years.

Bob Reeves is the acting Vice President and handles all National Account Representation with emphasis on corporate relocations. Mr. Reeves has experience in all aspects of the industry from a driver to supervisor through operations and sales to general manager.

During the second quarter of this year, Sinclair exploded onto the commercial moving scene with the merger of employees from Ryan & Christie Transit Corp. Headed up by Paul Graham and Gerald Lafferty as their account representatives. Ryan & Christie was one of 3-4 primary players in large scale relocation management around the tri-state area. Their basis was mainly in Pennsylvania as our references will reflect.

Under Sinclair the two companies are moving into the New Jersey area servicing accounts with their very highly qualified operations and labor group. It is our mission to continue with the strong National Account Household Servicing that existed at Sinclair while maintaining local commercial accounts that came abroad with the merger of these two fine companies.

In addition, consolidation allowed Sinclair to not only be the largest Wheaton Van Line Agency in the Philadelphia area, but one of the five largest in the country. An excellent distinction being as Wheaton has been recognized since 1990 by Consumer Report as being the #1 service van line in America.

EXHIBIT "H"

ATTACHMENT TO NUMBERS 8 AND 12 (b)

Cathy G. Reeves is the President and Treasurer of the Transferee and owns 51% of the issued and outstanding stock of the corporation. Robert G. Reeves is the Vice President and Secretary and owns 49% of the issued and outstanding stock of the corporation. Their address is 15 Lenore Court, Hammonton, NJ 08037.

A copy of the Certificate of Authority issued by the Secretary of the Commonwealth of Pennsylvania on April 23, 1990 is attached.

The Statement of corporate charter purpose is:

"To engage in and to do any lawful act concerning any or all lawful purpose for which corporations may be incorporated under the laws of the State of New Jersey."

6. The name of the jurisdiction under the laws of which the corporation is incorporated is:

STATE OF NEW JERSEY

7. The address of its principal office under the laws of the jurisdiction in which it is incorporated is:

823 EAST GATE DRIVE, NO. 3, MT. LAUREL, NJ 08054

IN TESTIMONY WHEREOF, the undersigned corporation has caused this application to be signed by a duly authorized officer this 28th day of March, 19 90.

Linclair Moving & Storage Inc.
(Name of Corporation)

BY: Cathy G. Reeves
(Signature)

TITLE: President

AMENDMENT TO CERTIFICATE OF INCORPORATION
SINCLAIR MOVING & STORAGE, INC.

FILED

APR 4 1990

TO: The Secretary of State
State of New Jersey

JOAN HABERLE
Secretary of State

Pursuant to the provision of Section 14A:6-7.1, Corporations, General, of the New Jersey Statutes, the undersigned Corporation executes the following Certificate of Amendment to the Certificate of Incorporation:

1. The name of the Corporation is Sinclair Moving & Storage, Inc.

2. The following amendment was duly adopted by the shareholders of the corporation on the 23rd day of March, 1990, at a special meeting.

Resolved, that Article Six of the Certificate of Incorporation is to be amended to read as follows:

SIX: The majority shareholders at an annual or special meeting will have the right to designate that one director of the corporation shall have two votes.

3. The number of shares outstanding at the time of the amendment were One Hundred (100). The total number of shares entitled to vote thereon was One Hundred (100).

4. The number of shares voting for and against the amendment are as follows:

Number of Shares Voting for Amendment	Number of Shares Voting Against Amendment
100 shares	0 shares

5. The effective date of this Amendment to the Certificate of Incorporation shall be the date of filing.

Dated this 23rd day of March, 1990.

SINCLAIR MOVING & STORAGE, INC.

BY: Catherine G. Reeves
CATHERINE G. REEVES, PRESIDENT

CERTIFICATE OF INCORPORATION
OF
SINCLAIR MOVING & STORAGE, INC.

TO: The Secretary of State
State of New Jersey

THE UNDERSIGNED, of the age of twenty-one years or over,
for the purpose of forming a corporation pursuant to the provisions
of Title 14A, Corporations, General, of the New Jersey Statutes,
does hereby execute the following Certificate of Incorporation:

FIRST: The name of the corporation is Sinclair Moving &
Storage, Inc.

SECOND: This corporation may engage in any activity within
the purposes for which corporations may be organized under the
New Jersey Business Corporation Act, and all such activities shall
by such statement be deemed within the purposes of the corporation,
subject to expressed limitations, if any. The primary function of
said corporation shall be to deal in the business of moving and
storage, including intrastate and interstate operations.

THIRD: The aggregate number of shares which the corporation
shall have authority to issue is one thousand (1,000), all of
such shares being without par value.

FOURTH: Any action required or permitted to be taken at a
meeting of shareholders pursuant to the New Jersey Business
Corporation Act, or the certificate of incorporation or by laws
of the corporation, may be taken without a meeting upon the written
consent of less than all the shareholders entitled to vote thereon,
if the shareholders who so consent would be entitled to cast at least
the minimum number of votes which would be required to take such
action at a meeting at which all shareholders entitled to vote
thereon are present.

AMENDMENT TO CERTIFICATE OF INCORPORATION OF
SINCLAIR MOVING & STORAGE, INC.

TO: The Secretary of State
State of New Jersey

Pursuant to the provision of Section 14A:6-7.1, Corporations General, of the New Jersey Statutes, the undersigned Corporation executes the following Certificate of Amendment to the Certificate of Incorporation:

1. The name of the Corporation is Sinclair Moving & Storage, Inc.

2. The following amendment was duly adopted by the shareholders of the corporation on the 23rd day of March, 1990, at a special meeting.

Resolved, that Article Six of the Certificate of Incorporation is to be amended to read as follows:

SIX: The majority shareholders at an annual or special meeting will have the right to designate that one director of the corporation shall have two votes.

3. The number of shares outstanding at the time of the amendment were One Hundred (100). The total number of shares entitled to vote thereon was One Hundred (100).

4. The number of shares voting for and against the amendment are as follows:

Number of Shares Voting for Amendment	Number of Shares Voting Against Amendment
100 shares	0 shares

5. The effective date of this Amendment to the Certificate of Incorporation shall be the date of filing.

Dated this day of , 1990.

SINCLAIR MOVING & STORAGE, INC.

BY: Catherine G. Reeves
CATHERINE G. REEVES, PRESIDENT

FIFTH: The address of the initial registered office of the corporation is Suite 302, Commerce Building, One Broadway, Camden, New Jersey and the name of its initial registered agent at such address is Lee B. Laskin.

SIXTH: The number of directors constituting the initial Board of Directors of the corporation is two, and the names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and shall qualify are:

Raymond J. Sinclair, 52 E. Taunton Avenue, Berlin Borough, New Jersey.

Sally Ann Sinclair, 52 E. Taunton Avenue, Berlin Borough, New Jersey.

SEVENTH: The name and address of each incorporator is:

Lee B. Laskin, 3010 Clinton Street, Camden, New Jersey

/s/ Lee B. Laskin

LEE B. LASKIN
Incorporator

Dated: February 24, 1971.

FILED AND RECORDED

MAR - 5 1971

Paul J. ...
SECRETARY OF STATE

CERTIFICATE OF INCORPORATION

OF

SINCLAIR MOVING & STORAGE, INC.

Law Offices
Ballen, Batoff & Laskin
Suite 302, Commerce Bldg.
One Broadway
Camden, New Jersey 08103

KAUFMAN & HUGHES

ATTORNEYS AT LAW

SUITE 905

ONE MONTGOMERY PLAZA

NORRISTOWN, PENNSYLVANIA 19401

RECEIVED

JAN 14 PM 1:42
PA PUC
BUREAU OF
TELECOPIER NO. 279-9390

AREA CODE (215)
279-6800
TELECOPIER NO.
279-9390

JOHN G. KAUFMAN
EDWARD J. HUGHES
JOSEPH J. KALKBRENNER, JR.

January 10, 1994

A 111204

Office of the Pennsylvania
Public Utility Commission
P. O. Box 3265
North Office Building
Harrisburg, PA 17120

RECEIVED
JAN 14 1994

Re: Application of Sinclair Moving &
Storage, Inc. for Emergency
Temporary Authority and
Temporary Authority and for
Permanent Authority with regard
to the Certificate of Acme Piano
Co., Inc. - No. A-00107825

SECRETARY'S OFFICE
Public Utility Commission

Gentlemen:

Please consider the Application for Emergency Temporary
Authority and Temporary Authority filed by Sinclair Moving &
Storage, Inc. with regard to the rights of Acme Piano Co., Inc.
withdrawn.

Please return the Application and, if possible, the
filing fee. This is to request that the Application for Permanent
Authority be processed as expeditiously as possible.

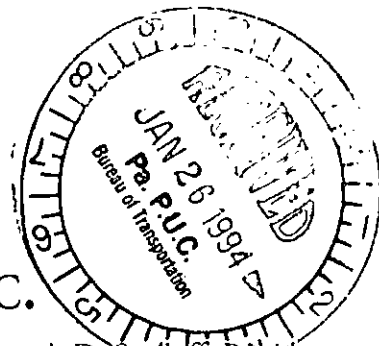
Very truly yours,
KAUFMAN & HUGHES

By: Edward J. Hughes
Edward J. Hughes, Esquire
Attorney for Applicant
Sinclair Moving & Storage,
Inc.

EJH:mrk
cc: Sinclair Moving & Storage, Inc.
Mr. Kenneth D. Sataloff

DOCUMENT
FOLDER

DOCKETED
APPLICATION DOCKET
JAN 26 1994
ENTRY No. 111204



SATALOFF TRANSPORTATION CONSULTANTS, INC.

MAILING ADDRESS: P.O. Box 2006 • Bristol, PA 19007
(609) 727-3838 FAX: (609) 727-4844

Kenneth D. Sataloff, President

January 14, 1994

Miss Nancy Kauffman
Application Section
Pennsylvania Public Utility Commission
P. O. Box 3265
Harrisburg, PA 17120

A 11/204

Re: Sinclair Moving & Storage, Inc. (Trans feree)
Acme Piano Co., Inc. (Transferor) A-00107825

Dear Nancy:

Pursuant to our telephone conversation enclosed is the proper corporate seal of Acme Piano Co., Inc.

I'm sorry for this inconvenience.

Thank you for your attention to this matter.

Please contact me if you need any additional information.

Sincerely yours,

Kenneth D. Sataloff
President

KDS/sds
Enclosure



January 19, 1994

Edward J. Hughes, Esquire
Suite 905
One Montgomery Plaza
Norristown, PA 19401

A 11/204

In re: Temporary Authority and Emergency Temporary Authority Applications
filed in the matter of the transfer of part of the rights of Acme
Piano Co., Inc. at A-00107825 to Sinclair Moving & Storage, Inc.

Dear Sir:

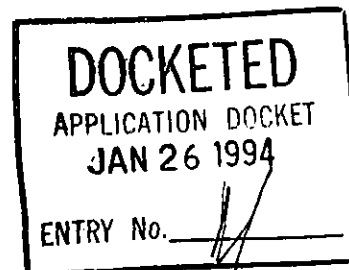
As per your instructions in your letter of January 10, 1994,
I am returning herewith the above entitled applications along with the
checks Nos. 1998 and 1999 in the amount of \$100.00 each.

I will process the permanent authority transfer application
once I have received the Seal of Acme Piano Co., Inc. that Mr. Sataloff
has agreeded. to forward to me.

Very truly yours,

Nancy Kauffman
Application Examiner
Bureau of Transportation

Enclosures
Checks Nos. 1998 & 1999



February 11, 1994

Edward J. Hughes
Attorney at Law
905 One Montgomery Plaza
Norristown, PA 19401

In re: Application of - A-00111204 - Sinclair Moving & Storage, Inc.

Dear Sirs:

Acknowledgement is made of an application filed by you on behalf of Sinclair Moving & Storage, Inc.

The application has been captioned as attached and will be submitted for review, provided no protests are filed on or before March 7, 1994. If protests are filed, you will be advised as to further procedure.

This application is accepted with the understanding that the transferor will continue to render the service and comply with all the rules of the Commission, including the carrying of continuous insurance, until final disposition is made of the application by the Commission.

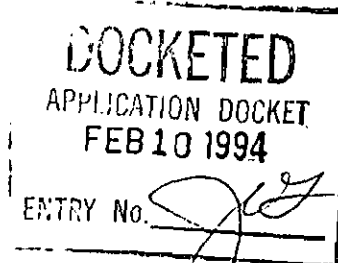
You are further advised that the above application will be published in the Pennsylvania Bulletin of February 12, 1994.

Very truly yours,

David Ehrhart
Supervisor - Application Section
Bureau of Transportation

DE:rp

cc: Applicant
825 Cooper Road
Berling, NJ 08009



A-00111204 SINCLAIR MOVING & STORAGE, INC. (825 Cooper Road, Berlin, NJ 08009), a corporation of the state of New Jersey - (1) household goods and office furniture, in use, between points in the city and county of Philadelphia; and (2) household goods and office furniture, in use, from points in the city and county of Philadelphia to other points in Pennsylvania within an airline distance of fifty (50) statute miles of the Philadelphia City Hall, and vice versa; which is to be a transfer of part of the rights authorized under the certificate issued at A-00107825 to Acme Piano Co., Inc., a corporation of the Commonwealth of Pennsylvania, subject to the same limitations and conditions.
Attorney: Edward J. Hughes, 905 One Montgomery Plaza, Norristown, PA 19401

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

Published in Pennsylvania Bulletin FEB 12 1994

BUREAU OF TRANSPORTATION
COMMON CARRIER
JANUARY 1994

A-00111204

Application of Sinclair Moving & Storage, Inc., a corporation of the state of New Jersey, for the right to begin to transport, as a common carrier, by motor vehicle, (1) household goods and office furniture, in use, between points in the city and county of Philadelphia; and (2) household goods and office furniture, in use, from points in the city and county of Philadelphia to other points in Pennsylvania within an airline distance of fifty (50) statute miles of the Philadelphia City Hall, and vice versa; which is to be a transfer of part of the rights authorized under the certificate issued at A-00107825 to Acme Piano Co., Inc., a corporation of the Commonwealth of Pennsylvania, subject to the same limitations and conditions.

NK
1-27-94

Application received: 1-3-94
Application docketed: 1-26-94

NH

DOCKETED
APPLICATION DOCKET
FEB 10 1994
ENTRY No. *[Signature]*

MAR 07 1994

Protests due _____