

APPLICATION

A-00109244F1 AMB

DENNIS GEORGE & ASSOCIATES

ATTORNEYS AT LAW

SUITE 205

1515 MARKET STREET

PHILADELPHIA, PA 19102

DENNIS GEORGE
JOSEPH T. MOLIERI, JR.

(215) 567-1999
FAX: (215) 567-8860

April 15, 1994

Mr. David Ehrhart
Pennsylvania Public Utility Commission
Commonwealth and North Streets
Transportation Building, Room 409
Harrisburg, PA 17120

RE: PUC TRANSFER APPLICATION

RE: Tad's Delivery Service, Inc.'s
Application for Transfer of Common Carrier Rights

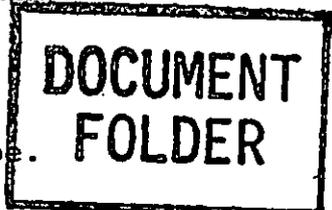


To Whom It May Concern:

Enclosed please find the following material in support of the above-referenced application:

*4/28
called atty George
need off a draft of
applicant.
4/28 Helen Ferris
called is going
to take care of*

1. One originally executed and completed application;
2. Three (3) copies of the executed application;
3. A filing fee in the form of a certified check, Number 3625, made payable to the Commonwealth of Pennsylvania in the amount of Three Hundred and Fifty ("\$350.00") Dollars;
4. Two (2) transmittal letters; and
5. A return, self-addressed stamped envelope.



Kindly stamp, as received, one transmittal letter and one copy of the application and return same to my attention in the enclosed, self-addressed stamped envelope as evidence of this filing.

Also, note that all annual reports have been filed in a timely fashion.

DENNIS GEORGE & ASSOCIATES
ATTORNEYS AT LAW

Mr. David Ehrhart
Pennsylvania Public
Utility Commission
April 15, 1994
Page -2-

Do not hesitate to contact me with any questions or comments.

Very truly yours,

DENNIS GEORGE & ASSOCIATES


Helen M. Ferris

HMF/tw
Enclosures

cc: Mr. Russell G. Taddei, Jr.
Dennis George, Esquire
Kenneth D. Sataloff, President
Donald R. Redner, President
(w/out Enclosures)

VIA: CERTIFIED MAIL # 374 673 638

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

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

A-109244
400265

Application of TAD'S DELIVERY SERVICE, 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-00110342, Folder No. _____, issued to
Budget Moving & Storage Company, Inc.

(Transferor-Seller)

PUC USE ONLY

Docket No. A-109244

Folder No. 1, Am-B

DOCKETED
APPLICATION DOCKET
MAY 4 1994
ENTRY No. _____



SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

1. Tad's Delivery Service, Inc.
(Full and correct name of applicant/transferee)

2. T & N Van Service
(Trade name, if any)

APPL: A-109244

COMPL: ✓

The trade name T & N Van Service has been registered with the Secretary of the Commonwealth on June 4, 1992 (attach copy of stamped registration form.)

CHECKED BY mw

3. 9004 Pennsauken Highway
(Business Street Address)

(P.O. Box, if any)

Pennsauken, Camden County, NJ 08110 (609) 486-0080
(City) (County) (State) (Zip) (Telephone)

DOCUMENT FOLDER

F.1 AMENDMENT B

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

Dennis George, Esquire, 1515 Market Street, Suite 205, (215) 567-1999
(Name) (Address) Phila., PA 19102 (Telephone)

5. Any documents should be mailed to:

Transferee: Dennis George, Esquire 1515 Market Street, Suite 205, Phila., PA
(Name) (Address) 19102

Transferor: Kenneth Sataloff, Sataloff Transportation Consultants, Inc.
(Name) P.O. Box 2006, Bristol, PA 19007 (Address)

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

A- 00109244 and operates as a common carrier.
(common or contract)

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

at Docket No. MC-214617.

8. Applicant is (check one):

Individual.

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

(Name) (Address)

Corporation. Organized under the laws of the State of Delaware

and qualified to do business in Pennsylvania by registering with the Secretary of the Commonwealth on May 26, 1992 (Attach copy of Certificate of Incorporation or Authority and statement of charter purpose). Include as an attachment a list of corporate officers and their titles and the names, addresses and number of shares held by each stockholder.

See Attachment "J" / Exhibit "J".

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 all of the operating rights now held (all or part) by transferor. Attach sheet describing rights to be transferred to applicant and rights to be retained by transferor, if any. If any rights are to be omitted, give reasons.

11. The reason for the transfer is Transferor wishes to no longer operate the business.
Transferor has agreed to sell to Transferee all of Transferor's operating rights at Docket #A-00110342 and all folders and amendments thereunder and an Agreement of Sale has been entered into on February 22, 1994.

12a. The following must be attached:

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

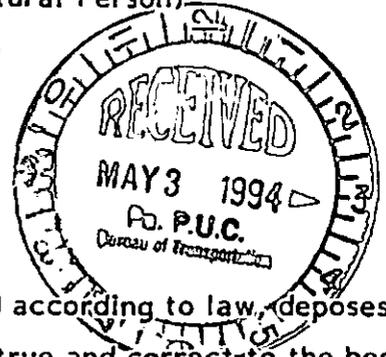
WHEREFORE, Transferee and Transferor request that the Commission grant the Transfer.

Transferee sign here: David B. Nelson - President 4/6/94
(each partner must sign) (Date)
(Corporate Seal)

Don 2nd J Soc/Treas April 6, 1994

Transferor sign here: [Signature] 4.14.94
(Corporate Seal)

THIS MUST BE COMPLETED BY NOTARY PUBLIC
AFFIDAVIT OF TRANSFEREE/APPLICANT (Natural Person)



COMMONWEALTH OF PENNSYLVANIA :

: ss:

_____ County :

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

Signature of Affiant

Sworn and subscribed before me this _____

day of _____ 19 _____

My Commission Expires _____

Signature of Official Administering Oath

AFFIDAVIT OF TRANSFEREE/APPLICANT (Corporation)

COMMONWEALTH OF PENNSYLVANIA :

: ss:

PHILADELPHIA County :

DAVID B. NELSON, being duly sworn (affirmed) according to law, desposes and says that he is DIRECTOR/PRESIDENT of TAD'S DELIVERY SERVICE, 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 TAD'S DELIVERY SERVICE, INC. to be able to prove the same
(Name of Corporation)
the same at the hearing hereof.

David B. Nelson
Signature of Affiant

Sworn and subscribed before me this 29th

day of April 1994

My Commission Expires May 22, 1995

Tracy A. Walls
Signature of Official Administering Oath

NOTARIAL SEAL
TRACY A. WALLS, Notary Public
City of Philadelphia, Phila. County
My Commission Expires May 22, 1995

NOT TO BE COMPLETED BY NOTARY PUBLIC
AFFIDAVIT OF TRANSFEROR/SELLER (Natural Person)

COMMONWEALTH OF PENNSYLVANIA :

: SS:

_____ County :

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

Signature of Affiant

Sworn and subscribed before me this _____
day of _____ 19 _____

My Commission Expires _____

Signature of Official Administering Oath

AFFIDAVIT OF TRANSFEROR/SELLER (Corporation)

COMMONWEALTH OF PENNSYLVANIA :

: SS:

Delaware _____ County :

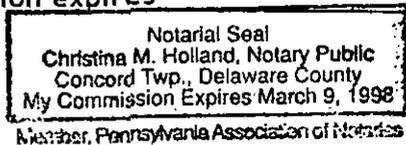
Donald R. Redner _____, being duly sworn (affirmed) according to law, deposes and says that he is President of Budget Moving & Storage Company, Inc. ;
(Office of Affiant) (Name of Corporation)

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

Signature of Affiant

Sworn and subscribed before me this 14th
day of April 19 94

My Commission expires _____



Signature of Official Administering Oath

AGREEMENT OF SALE

THIS AGREEMENT made this 22nd day of February, 1994 by and between BUDGET MOVING & STORAGE COMPANY, INC., a Pennsylvania corporation (hereinafter referred to as "Seller") and TAD'S DELIVERY SERVICE, INC. t/a T & N VAN SERVICE, a Delaware corporation (hereinafter referred to as "Purchaser").

RECITALS

WHEREAS, Seller is a certified carrier of property by motor vehicle and holds operating rights issued by the Pennsylvania Public Utility Commission ("PA PUC"); and

WHEREAS, Seller has agreed to sell to Purchaser and Purchaser has agreed to purchase all of Seller's PA PUC Operating Rights at Docket No. A-00110342 and all folders and amendments thereunder ("Operating Rights"), upon the terms and conditions set forth hereinafter.

NOW, THEREFORE, Seller and Purchaser, in consideration of and in reliance upon their mutual promises and the warranties, covenants and 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 for the purchase and sale of the

Operating Rights, including such ancillary undertakings and agreements as are referred to herein.

1.2 "Regulatory Agency" shall mean the PA PUC, the Pennsylvania Department of Transportation, the United States Department of Transportation and other governmental agencies regulating transportation or safety or having jurisdiction over the Transaction or any part thereof.

1.3 "Order" shall mean a dispositive writing issued by a court or regulatory agency adjudicating the Transaction or elements thereof, or the rights, duties and liabilities of the parties or third parties with respect thereto, whether called an "order", "decision", "notice", "judgment", or by any other title.

1.4 "Final Order" shall mean an Order which by its terms is final and which has been in effect for a period of thirty (30) days and with respect to which (i) no petitions for reconsideration or rehearing or similar relief are pending as provided for in the rules of practice of the court or regulatory agency issuing the Order, and (ii) no appeals or suits for judicial review for injunction, or for other judicial or administrative relief are pending or known to be threatened.

1.5 The "Effective Date" of an Order shall mean (i) the date an Order of the PA PUC is entered, or (ii) the date an Order of any court or other Regulatory Agency becomes effective pursuant to the rules of such court or other Regulatory Agency. The "Effective Date" of a Final Order shall be the date on which an Order becomes a Final Order as defined in Section 1.4.

1.6 "Application" shall mean documents filed with a court or Regulatory Agency seeking affirmative relief, such as approval or exemption of a transaction, whether called an "application", "petition", "notice", "pleading", or by any other title.

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

1.8 An "affiliate" of any person or entity shall mean a person, corporation, partnership, or other business organization or entity (whether now in existence or organized) which, directly or indirectly, controls, is controlled by, or is under common control with such person or entity.

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

2. PROPERTY TO BE SOLD AND PURCHASED

2.1 Seller agrees to sell to Purchaser and Purchaser agrees to buy from Seller, free and clear of all liens, encumbrances, security interests and other charges and claims, all of Seller's PA PUC Operating Rights contained in Docket No. A-00110342, and all folders and amendments thereunder, a true and correct copy of which is described in Exhibit "A" attached hereto (the "Operating Rights").

2.2 Purchaser does not hereby purchase Seller's business or any assets from Seller other than set forth herein and Purchaser has no intention to assume and does not assume any debt, contract, lease or obligation of Seller, except as expressly provided in this Agreement, and nothing in this Agreement shall be construed otherwise. It is understood and agreed that Purchaser shall be under no obligation to offer continued employment to Seller's employees or independent contractors, and that Purchaser does not hereby assume and shall not be liable for any liabilities or obligations payable to or with respect to any of Seller's employees or independent contractors.

3. PURCHASE PRICE AND PAYMENT

3.1 Purchaser shall pay to Seller in consideration for the Operating Rights the sum of FIFTY EIGHT THOUSAND DOLLARS (\$58,000.00) ("Purchase Price") in the following manner:

A. FIVE THOUSAND EIGHT HUNDRED DOLLARS (\$5,800.00), (hereinafter called the "Deposit"), to be paid upon the execution of this Agreement to Sataloff Transportation Consultants, Inc. ("Escrow Agent") to be held in an interest bearing escrow account pursuant to the terms of this Agreement and an escrow agreement ("Escrow Agreement"), in the form attached hereto as Exhibit "B", to be executed by the parties and Escrow Agent

contemporaneously with the execution of this Agreement.

B. The balance, FIFTY TWO THOUSAND TWO HUNDRED DOLLARS (\$52,200.00), shall 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 Operating Rights to Purchaser. Purchaser shall pay all filing fees in connection with such Application.

4.3 The parties agree to furnish such documents, information and data and to sign all pleadings and papers necessary or advisable to secure Regulatory 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 Dennis George, Esquire, 1515 Market Street, Suite 205, Philadelphia,

Pennsylvania, 19102, or at such other location mutually agreed upon by the parties, on a mutually convenient date within twenty (20) days following the Effective Date of a Final Order issued by the PA PUC granting Approval ("Approval Date"); PROVIDED: if the parties fail to select a Closing Date within said time, Closing shall be held on the thirtieth (30th) day following the Approval Date, if not a legal holiday under the laws of Pennsylvania and, if a legal holiday, then on the next succeeding business day, not a Saturday, at 2:00 P.M. Provided further, that in the event the PA PUC Order approving the Application requires the filing of tariff adoption supplements, the Closing Date shall be extended until the first mutually agreed upon date within ten (10) business days following issuance by the PA PUC of such tariff adoption supplements.

6. EVENTS AT CLOSING

6.1 Escrow Agent shall pay the Deposit to Seller.

6.2 Purchaser shall deliver to Seller, in cash or certified funds, the balance of the Purchase Price, being FIFTY TWO THOUSAND TWO HUNDRED DOLLARS (\$52,200.00).

6.3 Seller shall deliver to Purchaser an executed Bill of Sale in the form attached hereto as Exhibit "C", evidencing the transfer of the Operating Rights from Seller to Purchaser, and such other documents, including executed tariff adoption supplements, as may be reasonably required to complete the Transaction.

7. CONDITIONS TO CLOSING

7.1 The conditions of Purchaser to Close the Transaction shall be as follows:

- A. A Final Order shall have been issued by the PA PUC granting Approval.
- B. All of the representations, warranties and covenants of Seller, as set forth herein, shall be true and correct in all material respects as of the signing hereof and as of the Closing Date, as if made on the Closing Date.

7.2 The conditions of Seller to Close the Transaction shall be as follows:

- A. A Final Order shall have been issued by the PA PUC granting Approval.
- B. All of the representations, warranties and covenants of Purchaser, as set forth herein, shall be true and correct in all material respects as of the signing hereof and as of the Closing Date, as if made on the Closing Date.

7.3 Seller and Purchaser hereby agree to take whatever reasonable measures as are necessary to effectuate these conditions to Closing.

8. TERMINATION

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

8.2 Material Change: In the event the PA PUC issues a Final Order granting Approval, but imposes conditions which in the opinion of Purchaser materially vary or alter the terms of this Agreement, the rights of Purchaser or the scope of the Operating Rights, the Purchaser shall have the option to terminate this Agreement as of the Effective Date of said Final Order.

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

- A. The Deposit and all interest shall be returned to Purchaser and this Agreement shall be null and void.
- B. To the extent required, Seller shall cause to be prepared and filed appropriate Application(s) or other documents(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.
- C. Following completion of the above conditions, neither party shall be further obligated to the other under this Agreement.

9. PURCHASER'S DEFAULT; REMEDIES

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 ten (10) 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:

- A. All rights, leases and/or licenses granted, assigned and/or transferred to Purchaser pursuant to this Agreement shall automatically revert to and become the property of Seller.
- B. All obligations of Seller to Purchaser pursuant to this Agreement shall immediately cease.
- C. Seller shall, as its sole and exclusive remedy for Purchaser's default, retain the Escrow Fund as liquidated damages for such default.

10. PURCHASER'S REMEDIES AND RIGHT TO SPECIFIC PERFORMANCE

10.1 Seller acknowledges that the Operating Rights are of such character that Purchaser would be irreparably harmed should Seller fail, refuse or neglect to perform the terms and conditions of this Agreement and that 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

Operating 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 an order to compel Seller to complete the transaction.

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 payment against the Purchase Price to be paid at Closing.

11. REPRESENTATIONS AND WARRANTIES OF SELLER

11.1 Seller represents and warrants as of the date of this Agreement and as of the Closing:

A. Seller's Legal Status: Seller is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania. Seller possesses 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 the Approval of the PA PUC. 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 upon it.

- B. Title to Operating Rights: Seller is the sole owner, has good, valid and marketable title to the Operating Rights, and the Operating Rights are not subject to any encumbrance, lien, charge or other restriction of any kind or nature, including, without limitation, PA PUC Assessments. No party in any proceeding before any United States Bankruptcy Court claims any interest in the Operating Rights or in the proceeds of any sale thereof, nor is Bankruptcy Court approval of the Transaction required.
- C. Restrictive Documents: 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 Operating Rights on substantially the same basis as heretofore operated.

- D. 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 Operating Rights or which could materially and adversely affect the right or ability of the Seller to transfer the Operating Rights or Purchaser to utilize them upon transfer. Seller knows of no basis for such action, proceeding or investigation.
- E. Compliance with Laws: Seller is in compliance, in all material respects, with all applicable laws, regulations, orders, judgments and decrees in connection with its motor carrier operations and holds all necessary licenses and permits to operate its business.
- F. PA PUC Filings: Seller has filed all Annual Reports, Assessment Reports and other filings required by the PA PUC's regulations and procedures. Seller shall timely complete all such future filings with the PA PUC relating to Seller's operations in Pennsylvania

intrastate commerce. All PA PUC assessments based upon or measured by Seller's intrastate revenues have been paid and will hereafter be paid and borne by Seller.

G. Broker's or Finder's Fees: Except for Sataloff Transportation Consultants, Inc. ("Sataloff"), no agent, broker, person or firm acting on behalf of Seller is, or will be, entitled to any commission, broker's fees or finder's fee in connection with the Transaction. Seller shall be solely responsible for payment of any commission, broker's fees or finder's fees owed to Sataloff on account of the Transaction.

H. Disclosure: Nothing in this Agreement or in any schedule, exhibit, certificate, or application furnished by Seller in accordance herewith contains or shall contain any untrue statement or a material fact necessary in order to make the statements contained herein or therein not misleading. There is no fact known to Seller which materially and adversely affects the Operating Rights which has not been set forth in this Agreement or in any schedule, exhibit, certificate, or application furnished in connection therewith.

I. Seller agrees to cooperate with Purchaser and execute all documents as shall be necessary to effectuate Closing.

12. REPRESENTATIONS AND WARRANTIES OF PURCHASER

12.1 Purchaser represents and warrants that as of the date of this Agreement and of the Closing date:

A. Purchaser's Legal Status: Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Purchaser possesses 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 the Approval of the PA PUC. 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 Seller's obligations hereunder are fully binding upon it.

B. 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 Termination.

C. 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. INDEMNIFICATION

13.1 Seller's Indemnification: Seller shall indemnify and hold harmless the Purchaser, its registered officers, directors, employees and/or agents, its successors, assignees, affiliates and their respective officers, directors, employees and/or agents, upon any and all claims and demands made upon Purchaser and/or them after the date of this Agreement against and in respect of any and all damage, deficiency or liability that the Purchaser, its successors and/or assignees, may incur and any claim that may be made against the Purchaser, arising from or relating to any act or omission of Seller before Closing, or resulting from any misrepresentation, breach of warranty or non-fulfillment of any agreement on the part of Seller under this Agreement, as well as any and all actions, suits, proceedings, demands assessments, judgments, costs and legal and other expenses, incident to any of the foregoing. Seller will reimburse Purchaser, its successors and/or assignees, on demand, for any payment made by Purchaser at

any time after Closing in respect of any liability or claim to which the foregoing indemnity relates.

13.2 Purchaser's Indemnification: Purchaser shall indemnify and hold harmless the Seller, upon all claims and demands made upon Seller, after the date of this agreement against and in respect of any and all damage, deficiency or liability that the Seller may incur and any claim that may be made against Seller arising from or relating to Purchaser's operations pursuant to the Operating Rights from and after Closing, or resulting from any misrepresentation, breach of warranty or non-fulfillment of any agreement on the part of Purchaser under this Agreement, as well as any and all actions, suits, proceedings, demands, assessments, judgments, costs, and legal and other expenses, incident to any of the foregoing. Purchaser will reimburse Seller, on demand, for any payment made by Seller in respect of any liability or claim to which the foregoing indemnity relates.

13.3 Notwithstanding the foregoing, each party shall indemnify each other pursuant to this Section 13 for loss, damage or expense only if such loss, damage or expense exceeds ONE HUNDRED DOLLARS (\$100.00) in the aggregate.

13.4 The indemnification provisions of this Agreement shall not preclude either party from seeking any equitable remedy available to it under law.

14. NOTICES

14.1 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:

A. To Seller:

Donald R. Redner, President
BUDGET MOVING & STORAGE COMPANY, INC.
1408-B Calcon Hook Road
Sharon Hill, PA 19079

B. To Purchaser:

TAD'S DELIVERY SERVICE, INC.
t/a T & N VAN SERVICE
9004 Pennsauken Highway
Pennsauken, NJ 08110

With a copy to:

Dennis George, Esquire
1515 Market Street
Suite 205
Philadelphia, PA 19102

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.

15. MISCELLANEOUS

15.1 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.

15.2 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.

15.3 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.

15.4 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.

15.5 Separability: 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 though the void provision was deleted.

15.6 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.

15.7 "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.

15.8 Assignment: Purchaser shall have the right to assign this Agreement to a partnership or corporation in which Purchaser is a partner or officer.

15.9 Subsequent Documents: The parties herein shall execute whatever further instruments are or may be required, either before or after the date hereof, to carry out the provisions of this Agreement.

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

(Corporate Seal)

Seller:

BUDGET MOVING & STORAGE COMPANY, INC.

ATTEST:

Kenneth S. [Signature]

By:

[Signature]

(Corporate Seal)

Purchaser:

TAD'S DELIVERY SERVICE, INC.
t/a T & N VAN SERVICE

ATTEST:

[Signature]
Russell G. Tadde, Jr. Sec. Treas.

By:

[Signature]
DAVID B. NELSON, PRESIDENT

h:\t&nvan\puc\agrmnt.sal

Exhibit

"A"

BUDGET MOVING & STORAGE COMPANY, INC.

LOCAL MOTOR FREIGHT TARIFF

NAMING

RATES, RULES AND REGULATIONS

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; furniture, fixtures, equipment and the property usual in a store, office, museum, institution, hospital or other establishments when a part of the stock, equipment or supply of such store, office, museum, institution, hospital or other establishment; works of art, furniture, musical instruments, displays, exhibits and articles requiring specialized handling and equipment usually employed in moving household goods, between points in the counties of Philadelphia, Delaware, Chester, Montgomery and Bucks, included within a line which connects the boundaries of Chester, West Chester, Paoli, Norristown, Doylestown and Morrisville, but not including said places, and from points in the said area to other points within an airline distance of one hundred (100) statute miles of the Philadelphia City Hall, and vice versa;

subject to the following condition:

That no right, power or privilege is granted to transport new household goods and office furnishings.

For rates, rules, regulations and provisions applicable to the transportation of household goods and related articles, 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: NOVEMBER 9, 1992

EFFECTIVE: NOVEMBER 10, 1992

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

Issued By:
Donald R. Redner, President
1408-B Calcon Hook Road
Sharon Hill, PA 19079

Exhibit

"B"

ESCROW AGREEMENT

THIS AGREEMENT entered into this 03rd day of February, 1994 by and between TAD'S DELIVERY SERVICE, INC. t/a T & N VAN SERVICE, (hereinafter referred to as "Purchaser"), BUDGET MOVING & STORAGE COMPANY, INC. (hereinafter referred to as "Seller") and SATALOFF TRANSPORTATION CONSULTANTS, INC. (hereinafter referred to as "Escrow Agent").

WITNESSETH:

WHEREAS, Seller and Purchaser have on this date entered into an Agreement of Sale ("Agreement of Sale"), pursuant to which Seller has agreed to sell and Purchaser has agreed to buy from Seller all of Seller's Pennsylvania Public Utility Commission operating authority, on the terms and conditions set forth in the Agreement of Sale, a copy of which has been delivered to the Escrow Agent; and

WHEREAS, the Agreement of Sale provides that FIVE THOUSAND EIGHT HUNDRED DOLLARS (\$5,800.00) shall be deposited by Purchaser in an interest bearing escrow account, which funds are ultimately to be paid to Seller or returned to Purchaser, under the circumstances and pursuant to the terms and conditions of the Agreement of Sale and as hereinafter set forth;

NOW, THEREFORE, in consideration of the covenants and agreements contained in the Agreement of Sale and this Escrow Agreement, and intending to be legally bound hereby, the parties agree as follows:

1. ESCROW AGENT

1.1 Seller and Purchaser do hereby appoint and designate Sataloff Transportation Consultants, Inc. as the Escrow Agent for the purposes herein set forth. Escrow Agent shall not be held liable for any error of judgment, or for any act of omission made in good faith, or for any mistake of fact or law, or for anything which it may do or refrain from doing in connection herewith, excepting only its own gross negligence or intentional and deliberate misconduct.

2. ESCROW FUND

2.1 At the time of execution of this Escrow Agreement, or prior thereto, Purchaser shall pay to the Escrow Agent FIVE THOUSAND EIGHT HUNDRED DOLLARS (\$5,800.00) to be held in escrow (the "Deposit"). Upon payment of the Deposit to the Escrow Agent, receipt of which is hereby acknowledged, said Deposit along with any interest earned thereon shall become the escrow fund (hereinafter referred to as the "Escrow Fund").

2.2 The Escrow Fund shall be deposited by Escrow Agent in an interest bearing account, in an FDIC insured bank of Escrow Agent's choice.

2.3 Escrow Agent will not receive any fee for acting as Escrow Agent.

3. DISPOSITION OF THE DEPOSIT

3.1 At Closing, as defined in the Agreement of Sale, the Escrow Agent shall pay over and deliver unto Seller the Deposit.

3.2 If the Agreement of Sale is terminated in accordance therewith, the Deposit shall be paid by the Escrow Agent to Purchaser within ten (10) days following termination.

3.3 If Purchaser defaults, as defined in the Agreement of Sale, within ten (10) days following Seller's written demand, Escrow Agent shall pay the Deposit to Seller.

3.4 In the event the Conditions to Closing as aforesaid are met and Seller fails or refuses to consummate the transaction, Escrow Agent shall pay the Deposit to Purchaser within ten (10) days following its written demand.

4. WRITTEN DEMAND UPON ESCROW AGENT/NOTICES

4.1 The party making a written demand upon the Escrow Agent shall concurrently with the making of such demand, give notice to the other party in accordance with the terms of the Agreement of Sale.

4.2 Written demand upon Escrow Agent shall be deemed to have been sufficient if delivered in person, sent by registered or certified mail, postage prepaid, or sent by overnight delivery service addressed as follows:

Kenneth D. Sataloff, President
SATALOFF TRANSPORTATION CONSULTANTS, INC.
P.O. Box 2006
Bristol, PA 19007

4.3 If Escrow Agent is presented with conflicting demands, Escrow Agent may refuse to make any disbursement of the Escrow Fund of the disputed amount and may hold the disputed amount until either Purchaser and/or Seller agree to a disbursement thereof or

until a court of competent jurisdiction issues an order resolving the dispute.

4.4 The laws and courts of the Commonwealth of Pennsylvania shall be controlling regarding the interpretation of this Agreement.

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

(Corporate Seal)

Seller:

BUDGET MOVING & STORAGE COMPANY, INC.

ATTEST:

[Signature]

By:

[Signature]
Donald R. Redner, President

(Corporate Seal)

Purchaser:

TAD'S DELIVERY SERVICE, INC.
t/a T & N VAN SERVICE

ATTEST:

[Signature]
Randall G. Taldio, Jr. Sec. Agent

By:

[Signature]
DAVID B. NELSON, President
Escrow Agent:

SATALOFF TRANSPORTATION
CONSULTANTS, INC.

ATTEST:

[Signature]
Sec.

By:

[Signature]
Kenneth D. Sataloff, President

h:\t&nvan\puc\escrow.agr

Exhibit

"C"

CONFIDENTIAL

BILL OF SALE

T & N VAN SERVICE

T & N VAN SERVICE

EQUIPMENT LIST

STRAIGHT TRUCKS

<u>UNIT</u> <u>GVW</u>	<u>YEAR</u>	<u>MAKE</u>	<u>VIN</u>		<u>ST</u>	<u>PLATE</u>	
1	1979	INTERNAT'L	AA195JHA15938	NJ	XV57TY	26,000	
2	1981	INTERNAT'L	2HTAA1955BCA16606	NJ	XV58TY	26,000	
3	1984	INTERNAT'L	1HTAA1958EHA17875	NJ	XV44TZ	26,000	
4	1984	INTERNAT'L	1HTAA1956EHA17826	NJ	XW64PP	26,000	
5	1981	INTERNAT'L	2HTAA1954BCA16614	NJ	XW34TC	26,000	
6	1980	INTERNAT'L	AA195KHA15005	NJ	XW84XD	26,000	

TRAILERS

101	1976	KENTUCKY	51429	NJ	T520TT
102	1978	KENTUCKY	55393	NJ	T519TT
103	1977	GREAT DANE	GRE8385177	NJ	T730VG
104	1978	FRUEHOFF	MAZ562634	NJ	T762VG
105	1974	GINDY	105209E	NJ	T254VK

TRACTORS

20	1987	FORD	21FDY90L1HVA46146	NJ	XW37YU	60,000
21	1987	INTERNAT'L	1HSZEGGR7HH513742	NJ	XAC1596	80,000

ATTACHMENT "C" TO TAD'S DELIVERY SERVICE, INC.'S
APPLICATION FOR APPROVAL OF TRANSFER OF COMMON CARRIER
RIGHTS FROM BUDGET MOVING & STORAGE COMPANY, INC.

OPERATING AUTHORITY TO BE TRANSFERRED

Applicant proposes to acquire all of the operating rights now held by Transferor. Attached is a detailed Certificate of Authority as to those operating rights to be transferred.

BUDGET MOVING & STORAGE COMPANY, INC.

LOCAL MOTOR FREIGHT TARIFF

NAMING

RATES, RULES AND REGULATIONS

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; furniture, fixtures, equipment and the property usual in a store, office, museum, institution, hospital or other establishments when a part of the stock, equipment or supply of such store, office, museum, institution, hospital or other establishment; works of art, furniture, musical instruments, displays, exhibits and articles requiring specialized handling and equipment usually employed in moving household goods, between points in the counties of Philadelphia, Delaware, Chester, Montgomery and Bucks, included within a line which connects the boundaries of Chester, West Chester, Paoli, Norristown, Doylestown and Morrisville, but not including said places, and from points in the said area to other points within an airline distance of one hundred (100) statute miles of the Philadelphia City Hall, and vice versa;

subject to the following condition:

That no right, power or privilege is granted to transport new household goods and office furnishings.

For rates, rules, regulations and provisions applicable to the transportation of household goods and related articles, 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: NOVEMBER 9, 1992

EFFECTIVE: NOVEMBER 10, 1992

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

Issued By:
Donald R. Redner, President
1408-B Calcon Hook Road
Sharon Hill, PA 19079

as of December 31, 1993.

Date

ASSETSCURRENT ASSETS

Cash		\$ 23,713
Accounts Receivable		251,912
Notes Receivable		-
Other current assets (Specify) (1)		4,967
Total current assets		\$280,592

TANGIBLE ASSETS

Land		-
Motor Vehicle Equipment	\$97,865	
Less: Accumulated Depreciation	- 41,437	= 56,428
Buildings and Structures	34,450	
Less: Accumulated Depreciation	- 5,965	= 28,485
Investments and Funds (Specify)		-
Intangible Assets		7,508
Other assets (Such as advances and idle equipment - specify) (2)		10,550
		\$383,563

LIABILITIESCurrent Liabilities (liabilities due within one year of date)

Accounts Payable		\$ 22,570
Notes Payable		45,700
Equipment Obligations		-
Other Liabilities (attach schedule) (3)		80,411
Total Current Liabilities		\$148,681

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

Accounts Payable		-
Notes Payable		34,278
Equipment Obligations		-
Other Liabilities (attach schedule)		-
Total Long Term Liabilities		\$ 34,278
Total Liabilities		\$182,959

Net Worth (partnerships & individuals)

-

OWNERS EQUITY (Corporations only)

Capital Stock (Corporations only)		\$ 40,000
Additional paid-in capital		10,000
Retained Earnings (Corporations only)	\$150,604	
Less: Treasury Stock	-	= \$150,604
Total Owner's Equity (Corporations only)		\$200,604
Total Liabilities & Owner's Equity (Corporations only)		\$383,563

STATEMENT OF FINANCIAL CONDITIONINCOME STATEMENTFor the 12-month period ending December 31, 1993
(Date)REVENUE and GAINS

Operating Revenue	\$1,902,834
Net Revenue from non-carrier operation	-
Dividend and Interest revenues	-
Other non-operating revenue	-
Gains	-
Total Revenue and Gains	\$1,902,834

EXPENSES

Equipment Maintenance and Garage Expense	\$ 102,618
Insurance Expense	137,738
Employee Salaries	667,991
Supervisory Salaries Employee Benefits	103,459
Officer Salaries	194,313
Fuel Expense	43,599
Purchased Transportation (Lease Expense)	24,654
Materials and Supplies Expense	48,311
General Office Expense	78,729
Advertising Expense	12,407
Telephone Expense	22,429
Accounting Expense	37,813
Legal Expense -Brokers & Outside Services	102,027
Uncollectible Revenue	14,071
Depreciation Expense	42,408
Amortization	80
Operating Taxes and Licenses	13,756
Rent Expense	161,964
Loss	-
Total Operating Expense and Losses	\$1,808,367

Net Income before Taxes	\$ 94,467
Provision for Income Taxes	24,440
Net Income	\$ 70,027

1	<u>Other Current Assets</u>		
2	① Prepaid Expenses & Supplies	\$ 4,967	
3			
4	<u>Other Assets</u>		
5	② Security Deposits	\$ 10,450	
6	Organization Costs	100	
7		\$ 10,550	
8			
9	<u>Other Liabilities</u>		
10	③ Accrued Payroll	\$ 17,400	
11	Accrued Taxes	375	
12	Deferred Taxes	62,636	
13		\$ 80,411	
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38	For further information, please		
39	refer to the PA PUC Annual Report on		
40	file with your Agency.		

ATTACHMENT "E" TO TAD'S DELIVERY SERVICE, INC.'S
APPLICATION FOR APPROVAL OF TRANSFER OF COMMON CARRIER
RIGHTS FROM BUDGET MOVING & STORAGE COMPANY, INC.

STATEMENT OF UNPAID BUSINESS DEBTS

a) Transferee:

Transferee has no unpaid business debts.
See Attachment "D", Statement of Financial
Condition for further information.

b) Transferor:

As for the Transferor, all debts will be
paid by Transferor from the proceeds of the
sale.

ATTACHMENT "F" TO TAD'S DELIVERY SERVICE, INC.'S
APPLICATION FOR APPROVAL OF TRANSFER OF COMMON CARRIER
RIGHTS FROM BUDGET MOVING & STORAGE COMPANY, INC.

STATEMENT OF TRANSFEREE'S SAFETY PROGRAM

Applicant/Transferee is familiar with the
Department of Transportation's Safety
Requirements and will comply with such
requirements.

ATTACHMENT "G" TO TAD'S DELIVERY SERVICE, INC.'S
APPLICATION FOR APPROVAL OF TRANSFER OF COMMON CARRIER
RIGHTS FROM BUDGET MOVING & STORAGE COMPANY, INC.

STATEMENT OF TRANSFEREE'S EXPERIENCE

The Officers of the Applicant/Transferee, in the aggregate, have over 30 years experience and involvement in the trucking industry. The Officers are familiar with and knowledgeable in all phases of the operation of a certified carrier.

ATTACHMENT "H"

Pending -- Certificate of Authority.

ATTACHMENT "I" TO TAD'S DELIVERY SERVICE, INC.'S
APPLICATION FOR APPROVAL OF TRANSFER OF COMMON CARRIER
RIGHTS FROM BUDGET MOVING & STORAGE COMPANY, INC.

STATEMENT OF CHARTER PURPOSE

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may carry out, engage in, or operate in the Commonwealth of Pennsylvania, including, but not limited to, transportation delivery services.

T & N VAN SERVICE

9004 Pennsauken Highway • Pennsauken, NJ 08110

1-(800) 851-6080
TEL. (609) 486-0080
FAX (609) 486-0037

ATTACHMENT "J"

TAD'S DELIVERY SERVICE, INC. T/A

T & N VAN SERVICE

LIST OF OFFICER'S

- | | | |
|----|---|-----------------|
| 1. | <i>David B. Nelson
Director and President
118 Forest Drive
Holland, PA 18966</i> | 100 Shares Held |
| 2. | <i>Russell G. Taddei, Jr.
Director, Secretary/Treasurer and General Manager
106 Gravel Hill Station
Southampton, PA 18966</i> | 100 Shares Held |
| 3. | <i>Kenneth V. Taddei
Director and Vice President of Sales
174 South Main Street
Yardley, PA 19067</i> | 100 Shares Held |
| 4. | <i>Donald M. Taddei
Director and Vice President
4652 Essex Court
Bensalem, PA 19020</i> | 100 Shares Held |

The Corporation retains 4,600 shares of stock.

DENNIS GEORGE & ASSOCIATES

ATTORNEYS AT LAW
SUITE 205
1515 MARKET STREET
PHILADELPHIA, PA 19102

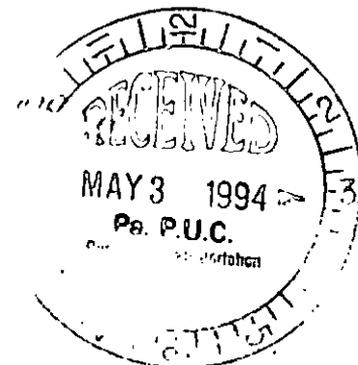
DENNIS GEORGE
JOSEPH T. MOLIERI, JR.

(215) 567-1999
FAX: (215) 567-8860

April 29, 1994

Marlene Wendt
PUC - Applications Unit
PENNSYLVANIA PUBLIC UTILITY COMMISSION
Commonwealth and North Streets
Transportation Building, Room 409
Harrisburg, PA 17120

A- 109244
F. 1, Am-B



**RE: PUC Transfer Application on Behalf of
Tad's Delivery Service, Inc. --
Notarized Affidavit of Transferee/Applicant**

Dear Marlene:

Pursuant to our telephone conversation yesterday, enclosed is a notarized and executed original Affidavit of Transferee/Applicant and one copy.

I trust that these documents will be sufficient for you to continue processing the above-referenced PUC Transfer Application. Additionally, I would appreciate your contacting me upon receipt of these items to confirm their adequacy.

Thank you for your patience and cooperation in this matter. Do not hesitate to contact me with any questions or comments.

Very truly yours,

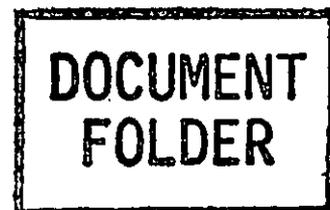
DENNIS GEORGE & ASSOCIATES

Helen M. Ferris
Helen M. Ferris

HMF/tw
Enclosures

cc: Mr. Russell G. Taddei, Jr.
(w/Enclosure)

t&nvan\puc\puc.ltr



THIS MUST BE COMPLETED BY NOTARY PUBLIC
AFFIDAVIT OF TRANSFEREE/APPLICANT (Natural Person)

COMMONWEALTH OF PENNSYLVANIA :
: ss:
_____ County :

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

Signature of Affiant

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

Signature of Official Administering Oath

AFFIDAVIT OF TRANSFEREE/APPLICANT (Corporation)

COMMONWEALTH OF PENNSYLVANIA :
: ss:
PHILADELPHIA _____ County :

DAVID B. NELSON, being duly sworn (affirmed) according to law, deposes and says that he is DIRECTOR/PRESIDENT of TAD'S DELIVERY SERVICE, 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 TAD'S DELIVERY SERVICE, INC. to be able to prove the same
(Name of Corporation)

the same at the hearing hereof.

David B. Nelson
Signature of Affiant

Sworn and subscribed before me this 29th
day of APRIL 1994
My Commission Expires May 22, 1995

Tracy A. Walls
Signature of Official Administering Oath

NOTARIAL SEAL
TRACY A. WALLS, Notary Public
City of Philadelphia, Phila. County
My Commission Expires May 22, 1995

May 20, 1994

Dennis George
Attorney at Law
1515 Market Street
Suite 205
Philadelphia, PA 19102

In Re: Application of - A-00109244, F.1, Am-B - Tad's Delivery Service, Inc.,
t/d/b/a T & N Van Service

Dear Sir:

Acknowledgement is made of an application filed by you on behalf
of Tad's Delivery Service, Inc., t/d/b/a T & N Van Service

The application has been captioned as attached and will be
submitted for review, provided no protests are filed on or before June 13,
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.

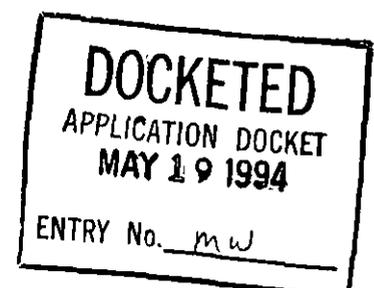
You are further advised that the above application will be
published in the Pennsylvania Bulletin of May 21, 1994.

Very truly yours,

David Ehrhart
Supervisor - Application Section
Bureau of Transportation

DE:rp

cc: Applicant
9004 Pennsauken Highway
Pennsauken, NJ 08110



A-00109244, Folder 1, Am-B TAD'S DELIVERY SERVICE, INC., t/d/b/a T & N VAN SERVICE (9004 Pennsauken Highway, Pennsauken, NJ 08110), a corporation of the State of Delaware, inter alia - household goods and office furniture, in use, and new furniture uncrated, from points in the city and county of Philadelphia to points within an airline distance of one hundred (100) statute miles of Philadelphia City Hall, and vice versa: SO AS TO PERMIT the transportation of property usual to use in a household when a part of such household equipment or supply; furniture, fixtures, equipment and the property usual in a store, office, museum, institution, hospital or other establishments when a part of the stock, equipment or supply of such store, office, museum, institution, hospital or other establishment; works of art, furniture, musical instruments, displays, exhibits and articles requiring specialized handling and equipment usually employed in moving household goods, between points in the counties of Philadelphia, Delaware, Chester, Montgomery and Bucks, included within a line which connects the boundaries of Chester, West Chester, Paoli, Norristown, Doylestown and Morrisville, but not including said places, and from points in the said area to other points within an airline distance of one hundred (100) statute miles of the Philadelphia City Hall, and vice versa; subject to the following condition: That no right, power or privilege is granted to transport new household goods and office furnishings; which is to be a transfer of the right authorized under the certificate issued at A-00110342 to Budget Moving & Storage Company, Inc., a corporation of the Commonwealth of Pennsylvania, subject to the same limitations and conditions. Attorney: Dennis George, 1515 Market Street, Suite 205, Philadelphia, PA 19102.

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

Published in Pennsylvania Bulletin MAY 21 1994

BUREAU OF TRANSPORTATION
COMMON CARRIER
May 1994

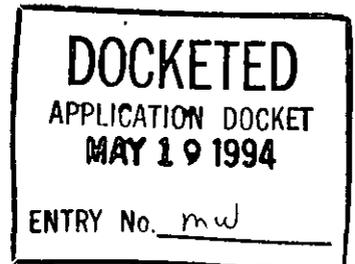
A-00109244
F. 1
Am-B

Application of Tad's Delivery Service, Inc., t/d/b/a T & N Van Service, a corporation of the State of Delaware, for amendment to its common carrier certificate, which grants the right, inter alia, to transport, by motor vehicle, household goods and office furniture, in use, and new furniture uncrated, from points in the city and county of Philadelphia to points within an airline distance of one hundred (100) statute miles of Philadelphia City Hall, and vice versa: SO AS TO PERMIT the transportation of property usual to use in a household when a part of such household equipment or supply; furniture, fixtures, equipment and the property usual in a store, office, museum, institution, hospital or other establishments when a part of the stock, equipment or supply of such store, office, museum, institution, hospital or other establishment; works of art, furniture, musical instruments, displays, exhibits and articles requiring specialized handling and equipment usually employed in moving household goods, between points in the counties of Philadelphia, Delaware, Chester, Montgomery and Bucks, included within a line which connects the boundaries of Chester, West Chester, Paoli, Norristown, Doylestown and Morrisville, but not including said places, and from points in the said area to other points within an airline distance of one hundred (100) statute miles of the Philadelphia City Hall, and vice versa; subject to the following condition: That no right, power or privilege is granted to transport new household goods and office furnishings; which is to be a transfer of the right authorized under the certificate issued at A-00110342 to Budget Moving & Storage Company, Inc., a corporation of the Commonwealth of Pennsylvania, subject to the same limitations and conditions.

MW:rs/rn
5/9/94

Application received: 4-18-94
Application docketed: 5-4-94

NH



Protests due _____

JUN 13 1994