



RHODA, STOUTT & BRADLEY  
LAW OFFICES

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D. FREDERICK MUTH  
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GEOFFREY M. STOUTT  
FRANCIS M. MULLIGAN  
JOHN C. BRADLEY, JR.  
JERRY R. RICHWINE  
GEORGE J. SHOOP  
TIMOTHY G. DIETRICH  
JEFFREY L. SCHMEHL  
JOHN J. SPEICHER  
ROBERT R. KREITZ  
PHILIP J. EDWARDS  
LESLIE A. BICHLER  
RALLI E. HOLDEN  
RONALD E. CIRBA  
STEPHEN J. PALOPOLI, III  
SHERRI L. PALOPOLI  
JOHN T. ADAMS

SIXTH FLOOR  
THE BERKSHIRE  
501 WASHINGTON STREET  
BOX 877  
READING, PENNSYLVANIA 19603-0877  
(215) 374-8293  
FAX (215) 374-6061

DAWSON H. MUTH OF COUNSEL  
JOHN S. RHODA 1936-1968  
JOHN C. BRADLEY 1948-1984

KUTZTOWN OFFICE  
MAIN & NOBLE STREETS  
(215) 683-8077

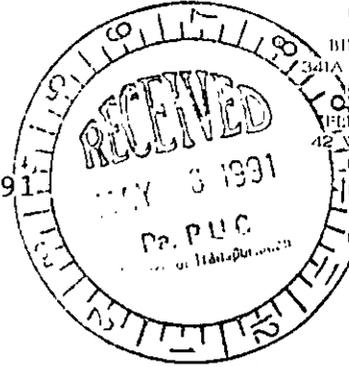
BIRDSBORO OFFICE  
341A WEST MAIN STREET  
(215) 582-4307

PLEETWOOD OFFICE  
42 WEST MAIN STREET  
(215) 944-6334

COLEY OFFICE  
MAIN STREET  
(215) 987-3277

OUR FILE NO.  
107161-1

May 3, 1991



**RECEIVED**

MAY 3 - 1991

SECRETARY'S OFFICE  
Public Utility Commission

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

Re: L & J Moving and Storage, Inc.

Dear Sirs:

Please find enclosed an original and two (2) copies of an "Application for Approval of Transfer and Exercise of Common or Contract Carrier Rights" filed on behalf of the above-referenced entity as transferee. Also enclosed is a check in the amount of \$350.00 payable to the Commonwealth of PA which represents the requisite filing fee.

Please feel free to contact me if you have any questions regarding this application.

Very truly yours,

RHODA, STOUTT & BRADLEY

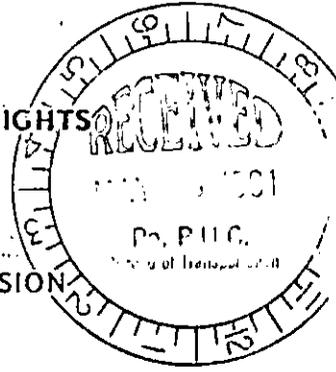
*Philip J. Edwards*  
PHILIP J. EDWARDS, ESQUIRE

PJE/dlh  
Enclosures

CERTIFIED MAIL - RETURN RECEIPT REQUESTED



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



BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

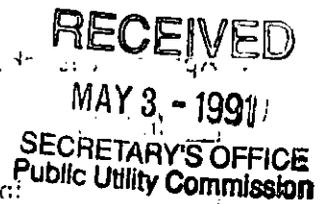
Application of L & J Moving and Storage, Inc.  
(Applicant/Transferee-Buyer)

for approval of the transfer and to exercise the right  
as a common carrier, described at Docket  
(common-contract)

No. A-00101174, Folder No. 1, issued to  
770820  
Moyer Trucking and Moving, Inc.  
(Transferor-Seller)

**PUC USE ONLY**  
Docket No. A-109787  
Folder No. \_\_\_\_\_

for transportation of property  
(persons-property)

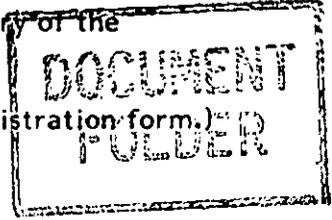


**SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION**

- L & J Moving and Storage, Inc.  
(Full and correct name of applicant/transferee)
- N/A  
(Trade name, if any)

APPL.   
COMPL.   
MVIC.   
CHECKED BY mw

The trade name N/A has been registered with the Secretary of the  
(has or has not)  
Commonwealth on N/A (date) (attach copy of stamped registration form.)



- 36 Mountainside Road  
(Business Street Address) (P.O. Box, if any)  
Temple Berks PA 19560  
(City) (County) (State) (Zip) (215) 921-2063  
(Telephone)

**BEGINNING**

**DOCKETED**  
APPLICATION DOCKET  
MAY 15 1991  
ENTRY No. mw

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

Rhoda, Stoudt & Bradley  
George J. Shoop, Esquire 501 Washington Street (215) 374-8293  
(Name) (Address) P. O. Box 877 (Telephone)  
Reading, PA 19603-0877

5. Any documents should be mailed to:

36 Mountainside Road  
Transferee: L & J Moving and Storage, Inc. Temple, PA 19560  
(Name) (Address)  
R. D. #1, Kegereise Drive  
Transferor: Moyer Trucking and Moving, Inc. Temple, PA 19560  
(Name) (Address)

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

A-00101174 and operates as a N/A carrier.  
(common or contract)

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

at Docket No. MC-107012

8. Applicant is (check one):

Individual.

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

(Name)

(Address)

Corporation. Organized under the laws of the State of Pennsylvania  
and qualified to do business in Pennsylvania by registering with the Secretary of the  
Commonwealth on October 9, 1990 (Attach copy of Certificate of Incorporation  
or Authority and statement of charter purpose). Include as an attachment a list of  
corporate officers and their titles and the names, addresses and number of shares held  
by each stockholder.

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

N/A

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 Start-up of new business by Transferee and attendant purchase of rights by Transferee from Transferor.

12a. The following must be attached:

- Sales Agreement.
- List of equipment to be used to render service. (summarize by type)
- Operating authority to be transferred/retained. All authority is being transferred.
- Statement of Financial Condition.
- Statement of unpaid business debts of transferor and how they will be satisfied. None
- Statement of safety program.
- Statement of transferee's experience.

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

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

13. Transferor attests that all general assessments and fines are paid, that no annual reports are due and agrees to continue to render the service which is to be transferred until this application is approved, whereupon transferor will surrender said certificate or permit for cancellation.

14. Transferee agrees to assume and pay any General Assessments that may be made against transferor as a common carrier for any and all operating periods up to the actual date of the transfer.

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

L & J MOVING AND STORAGE, INC.

Transferee sign here: Leon J. Kunkel Sr. 4/29/91  
(each partner must sign) CEO (Date)  
(Corporate Seal)

Jan B. Fung PRES. 4/29/91  
MOYER TRUCKING AND MOVING, INC.

Transferor sign here: Ray W. Moyer PRES. 4/29/91

(Corporate Seal) Ruth Ann Moyer Sec-Treas 4/29/91

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

COMMONWEALTH OF PENNSYLVANIA :

ss:

\_\_\_\_\_ County :

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

\_\_\_\_\_  
Signature of Affiant

Sworn and subscribed before me this \_\_\_\_\_

day of \_\_\_\_\_ 19 \_\_\_\_\_

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
Signature of Official Administering Oath

AFFIDAVIT OF TRANSFEROR/SELLER (Corporation)

COMMONWEALTH OF PENNSYLVANIA :

ss:

Berks County :

Larry W. Moyer, being duly sworn (affirmed) according to law,  
deposes and says that he is President of Moyer Trucking and Moving, 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 Moyer Trucking and Moving, Inc. to be able to prove the  
(Name of Corporation)

same at the hearing hereof.

Larry W. Moyer PRES.  
Signature of Affiant

Sworn and subscribed before me this 29th

day of April 19 91

My Commission expires \_\_\_\_\_

Debra L. Hartman  
Signature of Official Administering Oath

NOTARIAL SEAL  
DEBRA L. HARTMAN, Notary Public  
Reading, Berks County, Pa.  
My Commission Expires June 14, 1993

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:

BERKS County :

James B. Fry, being duly sworn (affirmed) according to law, deposes and says that he is President of L & J Moving and Storage, Inc. (Office of Affiant) (Name of Corporation) that he is authorized to and does make this affidavit for it; and that the facts above set forth are true and correct; or are true and correct to the best of his knowledge, information and belief and that he expects the said L & J Moving and Storage, Inc. (Name of Corporation) to be able to prove the same

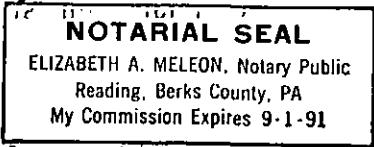
the same at the hearing hereof.

Signature of Affiant

Sworn and subscribed before me this 3rd day of May 19 91

My Commission Expires 9-1-91

Signature of Official Administering Oath



TRANSFER AGREEMENT

This Transfer Agreement (hereinafter "Agreement"), made this 29<sup>th</sup> day of April, 1991, by and between Moyer Trucking and Moving, Inc., a Pennsylvania business corporation (hereinafter "Transferor")

A N D

L & J Moving and Storage, Inc., a Pennsylvania business corporation (hereinafter "Transferee").

W I T N E S S E T H:

WHEREAS, Transferor is the holder of certain Pennsylvania Public Utility Commission carrier's operating authority under Certificate No. A-101174, which was issued on March 6, 1979, (hereinafter "PUC Rights"); and

WHEREAS, the Transferor desires to transfer all of the PUC Rights to Transferee, which desires to acquire the same, pursuant to the terms and conditions hereinafter set forth; and

WHEREAS, the Transferor and the Transferee now wish to memorialize in writing their agreements and understandings with regards to said transfer.

NOW, THEREFORE, the parties hereto, intending to be legally bound, and in consideration of the agreements, covenants, and representations hereinafter set forth, do hereby agree as follows:

1. The aforesaid recitals are incorporated herein as a substantive part of the within Agreement.

2. Subject to temporary and permanent approval by the Pennsylvania Public Utility Commission (hereinafter "PUC"), and in compliance with all statutory and regulatory conditions and procedures relating to a transfer of the PUC Rights, Transferor hereby agrees to transfer unto the Transferee, the PUC Rights free and clear of any mortgage, security interest, security certificate, pledge, lien, conditional sales agreement, claim, restriction, reservation, covenant, encumbrance, charge, restraint on transfer or any other defect or impediment to transfer, including, without limitation, those in favor of Berks County Bank and/or North-Cooney Moving and Storage, Inc.

3. The purchase price for the PUC Rights (hereinafter "Purchase Price") shall be the sum of Forty Thousand and 00/100 Dollars (\$40,000.00) payable as follows:

(a) Twenty Thousand and 00/100 Dollars (\$20,000.00) which has been paid by Transferee to Transferor (hereinafter "Down Payment"), the receipt of which is hereby acknowledged by the Transferor, and which shall be applied against the Purchase Price; and

(b) Contemporaneous with the execution of this Agreement by Transferor and Transferee, Twenty Thousand and 00/100 Dollars (\$20,000.00) representing the balance of the Purchase Price shall be paid to Jack A. Linton, Esquire to be held and distributed pursuant to an escrow arrangement the terms and provisions of which are mutually acceptable to the Transferor and Transferee.

4. The Transferor warrants and represents that the PUC Rights as are set forth in Exhibit "A" attached hereto and made a part hereof, have not been revoked, transferred, alienated, sold, encumbered, modified, and are not otherwise subject to any agreement with any other party, and are not in the process of any of the aforesaid which, with the passage of time, and/or the occurrence of conditions and/or performance, will result in the same. Transferor further warrants that North-Cooney Moving and Storage Inc. holds no interest in the PUC Rights as of the date hereof with any and all prior rights of North-Cooney Moving and Storage, Inc. having reverted to Transferor in March, 1990.

5. The Transferor further warrants and represents that it is a Pennsylvania business corporation in good standing, and that it is the sole and exclusive holder of the PUC Rights, and has full authority, corporate, statutory, regulatory, and otherwise, to effect the temporary and/or permanent transfer of the PUC Rights to the Transferee, subject to PUC approval, and has taken all necessary corporate action to effect such transfers.

6. The Transferor covenants that it shall execute and deliver such applications and other documentation and take such other actions as may be necessary to effect the temporary and/or permanent transfers of the PUC Rights from the Transferor to the Transferee, including, without limitation, applications for approval of said transfers by the PUC, and provide such

information and/or documentation as the PUC shall reasonably require regarding application for approval of said transfers.

7. Transferee shall pay all costs and expenses incident to the application to the PUC for approval of the transfer of the PUC Rights, as herein provided.

8. In the event that either Transferor or Transferee defaults on its obligations regarding any term, provision, covenant, warranty or condition contained in this Agreement, and fails to cure such default within a period of twenty-three (23) business days after receiving notice of such default, the non-defaulting party to this Agreement which may be injured as a result of such default may avail itself of all remedies at law or in equity including but not limited to those specific remedies provided for herein.

In the event that the PUC fails or refuses to approve the temporary transfer of the PUC Rights from the Transferor to the Transferee, as herein provided, in due course, or the permanent transfer of the PUC Rights from the Transferor to the Transferee, as herein provided, on or before September 30, 1991, the Transferee may, at its option, declare this Agreement to be null and void upon written notification thereof to Transferor, at which time the Transferor shall return to Transferee the Down Payment.

9. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns. Time is of the essence in this Agreement.

10. This Agreement may be executed in any number of counterparts with each such counterpart to have the force and effect of an original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and their seals affixed on the day and year first above written.

"TRANSFEROR"  
MOYER TRUCKING & MOVING, INC.

BY: *Liz A Moyer* PRES.

Attest: *Ruth Ann Moyer* Secy-Treas.

"TRANSFereeE"  
L & J MOVING AND STORAGE, INC.

By: *Leon J. Furulski, Jr.* CEO

Attest: *James B Fry* Pres

Exhibit "A"

All authority issued to Moyer Trucking and Moving, Inc. as described at Docket No. A-00101174.

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (hereinafter "Agreement") made this 29<sup>th</sup> day of April, 1991 by and among MOYER TRUCKING AND MOVING, INC., a Pennsylvania business corporation with its principal place of business located in Berks County, Pennsylvania (hereinafter "Moyer"); L&J MOVING AND STORAGE, INC., a Pennsylvania corporation with its principal place of business located in Berks County, Pennsylvania (hereinafter "L&J") and JACK A. LINTON, Esquire (hereinafter "Escrow Agent").

WITNESSETH:

WHEREAS, Moyer and L&J have entered into a transfer agreement, dated of even date herewith (hereinafter referred to as "Transfer Agreement") pursuant to which Moyer shall transfer to L&J certain rights granted by the Pennsylvania Public Utility Commission (hereinafter referred to as the "Rights"); and

WHEREAS, L&J has agreed to pay to Moyer the sum of Forty Thousand and 00/100 Dollars (\$40,000.00) (hereinafter the "Purchase Price") for the Rights; and

WHEREAS, L&J has previously paid to Moyer Twenty Thousand and 00/100 Dollars (\$20,000.00) to be applied against the Purchase Price; and

WHEREAS, The parties hereto have agreed that L&J shall pay to the Escrow Agent the remaining balance of the Purchase Price of Twenty Thousand and 00/100 Dollars (\$20,000.00) to be held and distributed pursuant to the terms and provisions of this Agreement; and

WHEREAS, Escrow Agent agrees to serve as the escrow agent hereunder and to perform its duties as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and INTENDING TO BE LEGALLY BOUND HEREBY, the parties hereto agree as follows:

1. The aforesaid recitals are incorporated herein as a substantive part of the within Agreement.

2. Appointment of Escrow Agent. Moyer and L&J hereby appoint Escrow Agent as escrow agent in accordance with the provisions of this Agreement, and Escrow Agent hereby accepts its appointment and agrees to serve in such capacity in accordance with the provisions of this Agreement.

3. Escrow Property. The property which is the subject matter of this Escrow Agreement (hereinafter "Escrow Property") shall consist of Twenty Thousand and 00/100 Dollars (\$20,000.00) payable by bank draft of L&J to Escrow Agent, the receipt of which is hereby acknowledge by Escrow Agent.

4. Duties of Escrow Agent. The duties of the Escrow Agent shall be to hold the Escrow Property in an insured interest bearing account at a banking institution with an office located in the City of Reading, Berks County, Pennsylvania and to thereafter dispose of the Escrow Property in accordance with the provisions of this Agreement. The Escrow Agent shall not be liable for any action taken or omitted by it in good faith and believed by it to be within the discretion and power conferred upon it by this Agreement, nor for any action taken or omitted

by it when acting upon any instrument believed by it to be genuine. Moyer and L&J, jointly and severally agree to protect, defend, and indemnify the Escrow Agent, and hold it harmless, from and against any and all claims, liabilities, losses, actions, damages, suits or proceedings, at law or in equity and any and all expenses, fees, or charges of any kind or character, which Escrow Agent may be threatened with by reason of any matter arising out of, connected with, or related to its acting as Escrow Agent hereunder, provided, however, that this right of indemnification shall not apply to L&J as to any legal fees of any nature or for any purpose attributable to legal work performed by the Escrow Agent or his shareholders, partners, associates or agents of the Escrow Agent. The Escrow Agent shall not be deemed to have notice or knowledge of any fact hereunder unless written notice thereof is delivered to it. If any attachment, garnishment, or sequestration is instituted or procured respecting any property deposited with the Escrow Agent and a writ, order or rule of attachment, garnishment, or sequestration is levied upon such property while held by the Escrow Agent, the parties shall not contest the right of the Escrow Agent to file a bill of interpleader and to deposit such property in court in such suit. The Escrow Agent shall thereupon be discharged from all obligations to account for such property so deposited. Upon the institution of any such proceedings, the Escrow Agent shall have a lien upon such property for a sum sufficient to pay the cost, reasonable

counsel fees, and necessary disbursements in connection with any such proceeding.

5. Termination of Escrow. This Escrow Agreement is a continuing agreement which shall remain in full legal force and effect until the Escrow Property is released from this Escrow pursuant to the provisions of this Escrow Agreement.

6. Interim Distributions. To the extent that L&J shall pay or be required to pay any costs, expenses, charges, liabilities or assessments of Moyer (hereinafter referred to as "Charges") prior to the termination of this Agreement, the Escrow Agent shall within ten (10) business days of Escrow Agent's receipt of proof of payment of such Charges from L&J, pay to L&J the amount of the Charges.

7. Transfer of Rights. Upon final approval of the Pennsylvania Public Utility Commission of the transfer of the Rights as provided by the Transfer Agreement, the Escrow Agent shall deliver the Escrow Property along with accrued interest thereon, to Moyer; provided, however, that to the extent that L&J shall have paid or shall be required to pay any Charges as a result of Moyer's ownership of the Rights, the Escrow Agent shall first reimburse L&J for the amount of such Charges.

8. Default or Non-Performance. Upon default, non-performance, failure or impossibility of performance of the terms and provisions of the Transfer Agreement or upon the rejection or disallowance by the Pennsylvania Public Utility Commission of the transfer of the Rights from Moyer to L&J (any of the aforementioned events hereinafter referred to as a

"Terminating Event'), L&J shall give the Escrow Agent written notice of such Terminating Event, accompanied by an affidavit of L&J disclosing the particulars of the nature of the Terminating Event. The Escrow Agent shall thereafter, within two (2) business days of receipt of such notice and affidavit, by certified mail provide copies of the same to Moyer and upon expiration of ten (10) business days after the receipt of such notice and affidavit by Moyer, the Escrow Agent shall, unless restrained or enjoined by a court of competent jurisdiction, deliver the Escrow Property, along with accrued interest thereon, to L&J.

9. Compliance with Court Order. Notwithstanding anything contained in paragraphs 6, 7 or 8 or other paragraphs of this Agreement to the contrary, the Escrow Agent shall dispose of the Escrow Property in accordance with any final order entered by and court of competent jurisdiction.

10. Expenses. Except as otherwise expressly set forth herein to the contrary, Moyer shall be solely responsible to Escrow Agent for all costs, fees and expenses of Escrow Agent.

11. Successors and Assigns. This Escrow Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns, and any reference herein to any such party shall also include such heirs, personal representatives, successors and assigns.

12. Notices. All notices and other communications required or permitted to be given under this Agreement, shall be

in writing and shall be deemed to have been duly given upon delivery in person or upon the third business day after mailing by United States registered or certified mail, return receipt requested, postage pre-paid addressed to such person and addressed as follows:

To Moyer:

R.D. #1, Kegerise Drive  
Temple, PA 19560

To L&J:

36 Mountain Side Road  
Temple, PA 19560

To Escrow Agent:

P.O. Box 461  
152 N. Sixth Street  
Reading, PA 19603-0461

or such other address as such parties shall, by written notice, provide the other parties, hereto.

13. Choice of Law. This Escrow Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

14. Execution and Counterparts. This Escrow Agreement may be executed in any number of counterparts and all such counterparts shall be deemed to constitute a single Escrow Agreement.

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

"MOYER"

By: *Ray D. Moyer*

"L&J"

By: *James B. Frey*  
James B. Frey, President

"Escrow Agent"

*Jack A. Linton*  
Jack A. Linton, Esquire

ASSETS OF TRANSFEREE

1978 Mack Tractor  
1978 Mercedes Straight Truck  
1986 Nissan Pick-up  
1990 Ford Aerostar

STATEMENT OF FINANCIAL CONDITION

INCOME STATEMENT

For the period October 9, 1990 (date of incorporation) through  
November 30, 1990

REVENUE and GAINS

Operating Revenue	\$65,840
Net Revenue from non-carrier operation	
Dividend and Interest revenues	84
Other non-operating revenue	
Gains	
Total Revenue and Gains	\$65,924

EXPENSES

Equipment Maintenance and Garage Expense	\$ 1,073
Insurance Expense	3,178
Employee Salaries	24,995
Office Salaries	1,320
Officer Salaries	7,000
Fuel Expense /Tolls	536
Purchased Transportation (Lease Expense)	
Materials and Supplies Expense	1,636
General Office Expense	1,521
Advertising Expense	38
Telephone Expense	1,360
Accounting Expense	
Legal Expense	4,527
Sales Expense	2,810
Depreciation Expense	270
Amortization	25
Operating Taxes and Licenses	2,687
Rent Expense	7,200
Interest	292
Total Operating Expense and Losses	\$60,468

Net Income before Taxes	\$ 5,456
Provision for Income Taxes (S Corp.)	-0-
Net Income	\$ 5,456

## STATEMENT OF FINANCIAL POSITION (Balance Sheet)

as of November 30, 1990

Date

ASSETSCURRENT ASSETS

Cash			\$ 297
Accounts Receivable			40,804
Notes Receivable			
Other current assets (Specify) Prepaid expenses			6,453
Total current assets			<u>\$47,554</u>

TANGIBLE ASSETS

Land			
Motor Vehicle Equipment	\$14,016		
Less: Accumulated Depreciation	(234)	=	\$13,782
Office & General equipment	3,085		
Less: Accumulated Depreciation	(37)	=	3,048
Investments and Funds (Specify)			
Intangible Assets - organization expense, net			1,485
Other assets (Such as advances and idle equipment - specify)			<u>\$65,869</u>

LIABILITIESCurrent Liabilities (liabilities due within one year of date)

Accounts Payable			\$ 9,394
Notes Payable			
Equipment Obligations - Bank - current portion			2,210
Other Liabilities (attach schedule) Accrued payroll & payroll taxes			9,105
Total Current Liabilities			<u>\$20,709</u>

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

Accounts Payable			
Notes Payable - Individuals - noncurrent			\$21,792
Equipment Obligations - Bank - noncurrent portion			11,990
Other Liabilities (attach schedule)			
Total Long Term Liabilities			<u>\$33,782</u>
Total Liabilities			<u>\$54,491</u>

Net Worth (partnerships &amp; individuals)

N/A

OWNERS EQUITY (Corporations only)

Capital Stock (Corporations only)			\$ 2,000
Additional paid-in capital			3,922
Retained Earnings (Corporations only)	5,456		
Less: Treasury Stock	0	=	5,456
Total Owner's Equity (Corporations only)			<u>\$11,378</u>
Total Liabilities & Owner's Equity (Corporations only)			<u>\$65,869</u>



## L & J MOVING and STORAGE, INC.

36 Mountain Side Road

TEMPLE, PA 19560

921-2063 215

December 27, 1990

TO: Pennsylvania Public Utility Commission

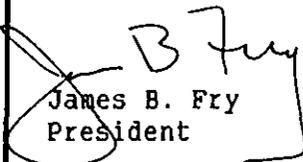
RE: L & J Moving And Storage Inc. Safety Program

Gentlemen:

The objective of our safety program is to assure all our employees meet or exceed I.C.C. & D.O.T. regulations, and to ensure they are thoroughly trained in personal safety and cargo handling procedures.

1. All drivers are tested to meet northAmerican Van Lines standards, which exceed I.C.C. regulations. Physicals, including drug tests are completed annually. Motor vehicle reports are checked on all drivers on an annual basis. All new drivers must complete northAmerican's training program located in Ft. Wayne, IN. Upon completion of training, drivers are placed into "On-the-Job" training for a period of three months under the direct supervision of an experienced driver to ensure a full understanding of safety and handling procedures.
2. All non-driver employees start with a verbal disquisition on company policies and safety procedures. Video tapes on driving and equipment handling are viewed semi-annually. New employees are immediately placed in "On-the-Job" training for at least three months.
3. Safety is monitored on all employees by the Director of Quality Assurance. His duties include implementing, revising and monitoring all safety and quality related policies. Any employee not following proper safety procedures will be reverted back to the "On-the-Job" training phase.

Sincerely,

  
James B. Fry  
President

JBF/lm



## L & J MOVING and STORAGE, INC.

36 Mountain Side Road

TEMPLE, PA 19560

921-2063 215

December 27, 1990

TO: Pennsylvania Public Utility Commission

RE: L & J Moving And Storage Inc. Experience Statement

Gentlemen:

L & J Moving and Storage Inc. is an agent for northAmerican Van Lines. Leon Turulski Sr., co-owner of L & J has been in the moving business for 20 years. He started with Louderback Transportation company in April of 1970. Below is a summary of the positions and responsibilities he held while employed at Louderback.

1970 - 1978 Head Warehouseman.

Responsible for inventory control, shipping and receiving of freight, and the direct supervision of all warehouse employees. Duties also included the training of all drivers, packers and general laborers.

1978 - 1982 General Manager of Wilmington Terminal.

Responsible for all aspects of business. When taking this position the company estimated this terminal had six months before declaring bankruptcy. Not only did the terminal fully recover; but is still in existence today.

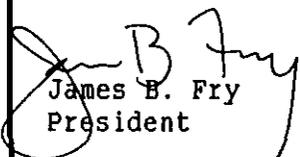
1982 - 1987 Director of Quality Assurance.

Responsibilities included managing all three of Louderback's terminals (King of Prussia, Wilmington, and Pennsauken). Within one year Louderback went from a marginal rated company to a "Commitment to Excellence" agency within the northAmerican family of agents.

1987 - 1990 General Manager of American Way Movers. (subsidiary of Louderback)

Started the company in the fall of 1987. Responsible for all aspects of the business and reported directly to the Board of Directors.

Sincerely,

  
James B. Fry  
President

JBF/lm

STATEMENT OF CORPORATE CHARTER PURPOSE

Pursuant to the Pennsylvania Business Corporation Law of 1988 and due to the fact that no restrictions were placed upon the corporation pursuant to its duly filed Articles of Incorporation, the corporation has as its corporate purpose the engaging in all lawful business for which business corporations may be incorporated.

LIST OF CORPORATE OFFICERS AND SHAREHOLDERS

Corporate Officers

Leon J. Turulski, Sr. - CEO/Secretary  
James B. Fry - President/Treasurer

Shareholders

Leon J. Turulski, Sr. - 1,000 shares no par common stock  
James B. Fry - 1,000 shares no par common stock

Microfilm Number 9048104

Filed with Department of State on OCT 09 1990

Entity Number 1612620

*Christopher A. Lewis*

Secretary of the Commonwealth  
*Ca.*

### ARTICLES OF INCORPORATION

DSCB:15-1306(Rev 89)

Indicate type of domestic corporation (check one):

- Business-stock (15 Pa. C.S. § 1306)
- Business-nonstock (15 Pa. C.S. § 2102)
- Business-statutory close (15 Pa. C.S. § 2304a is applicable)
- Professional (15 Pa. C.S. § 2903)
- Management (15 Pa. C.S. § 2701)
- Cooperative (15 Pa. C.S. § 7701)

1. The name of the corporation is: L & J MOVING AND STORAGE, INC.

This corporation is incorporated under the provisions of the Business Corporation Law of 1988.

2. The (a) address of this corporation's initial registered office in this Commonwealth or (b) commercial registered office provider and the county of venue is:

(a) 215 Neiffer Road Schwenksville PA 19473 Montgomery  
Number and Street City State Zip County

(b) \_\_\_\_\_  
Name of Commercial Registered Office Provider County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

3. The aggregate number of shares authorized is: 10,000 no par commo (other provisions, if any, attach 8 1/2 x 11 sheet)

4. The name and address, including street and number, if any, of each incorporator is:

Name	Address	Signature	Date
<u>Leon J. Turulski, Sr.</u>	<u>8 Mattie Lane Newark, DE 19713</u>	<i>Leon J. Turulski Sr.</i>	<u>10/9/90</u>
<u>James B. Fry</u>	<u>215 Neiffer Road Schwenksville, PA 19473</u>	<i>James B Fry</i>	<u>10/4/90</u>

5. The specified effective date, if any, is: \_\_\_\_\_  
month day year hour, if any

6. Any additional provisions of the articles, if any, attach an 8 1/2 x 11 sheet.

7. **Statutory close corporation only:** Neither the corporation nor any shareholder shall make an offering of any of its shares of any class that would constitute a "Public Offering" within the meaning of the Securities Act of 1933 (15U.S.C. § 77A et seq.).

8. **Business cooperative corporations only:** (Complete and strike out inapplicable term) The common bond of membership among its members/shareholders is: \_\_\_\_\_

May 31, 1991

IN REPLY PLEASE  
REFER TO OUR FILE

George J. Shoop  
Attorney at Law  
501 Washington Street  
P.O. Box 877  
Reading, PA 19603-0877

In re: A-00109787 - Application of L & J Moving and Storage, Inc.

Dear Sir:

Acknowledgement is made of an application filed by you on behalf of L & J Moving and Storage, Inc. for the rights of Moyer Trucking & Moving, Inc.

The application has been captioned as attached and will be submitted for review, provided no protests are filed on or before June 24, 1991. If protests are filed, you will be advised as to further procedure.

This application is accepted with the understanding that Moyer Trucking & Moving, Inc. will continue to render the service covered by its certificate 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 June 1, 1991.

Very truly yours,

David Ehrhart  
Supervisor - Application Section  
Bureau of Transportation

DE:RP:np

cc: Applicant  
36 Mountainside Road  
Temple, PA 19560

DOCUMENT  
FOLDER

DOCKETED  
APPLICATION DOCKET  
JUN 03 1991  
ENTRY No.

A-00109787 L & J MOVING AND STORAGE, INC. (36 Mountainside Road, Temple, Berks County, PA 19560), a corporation of the Commonwealth of Pennsylvania - as a Class D carrier, meats from railroad cars in the city of Reading, Berks County, to points within thirty (30) miles by the usually traveled highways of the limits of the said city; as a Class B carrier, property between points in the city of Reading, Berks County, and within five (5) miles by the usually traveled highways of the limits of said city; as a Class D carrier, household goods in use, from points in the city of Reading, Berks County, and within five (5) miles by the usually traveled highways of the limits of the said city to other points within thirty (30) miles by the usually traveled highways of the limits of said area, and vice versa; and household goods, personal effects and property used or to be used in a dwelling when a part of the furnishings, equipment, or supplies of such dwelling as an incidental part of a removal by the householder from one domicile to another; furniture, fixtures, equipment, and property of stores, offices, museums, institutions, hospitals or other establishments, when a part of the stock, equipment or supply of said stores, offices, museums, institutions, hospitals or other establishments, in connection with a removal from one location to another, and articles, in use, including objects of art, displays and exhibits which, because of their unusual nature or value, require specialized handling and equipment usually employed in moving household goods between points in the city of Reading, Berks County, and within five (5) miles of the usually traveled highways of the limits of said city, and from points in the said area to other points in Pennsylvania within an airline distance of one hundred (100) statute miles of the limits of said city; which is to be a transfer of the rights authorized under the certificate issued at A-00101174 to Moyer Trucking & Moving, Inc., a corporation of the Commonwealth of Pennsylvania, subject to the same limitations and conditions. Attorney: George J. Shoop, 501 Washington Street, P.O. Box 877, Reading, PA 19603-0877.

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

DATE \_\_\_\_\_

SERVICE JUN -1 1991

BUREAU OF TRANSPORTATION  
COMMON CARRIER  
MAY 1991

A-00109787

Application of L & J Moving and Storage, Inc., a corporation of the Commonwealth of Pennsylvania, for the right to begin to transport, as a common carrier, by motor vehicle, as a Class D carrier, meats from railroad cars in the city of Reading, Berks County, to points within thirty (30) miles by the usually traveled highways of the limits of the said city; as a Class B carrier, property between points in the city of Reading, Berks County, and within five (5) miles by the usually traveled highways of the limits of said city; as a Class D carrier, household goods in use, from points in the city of Reading, Berks County, and within five (5) miles by the usually traveled highways of the limits of the said city to other points within thirty (30) miles by the usually traveled highways of the limits of said area, and vice versa; and household goods, personal effects and property used or to be used in a dwelling when a part of the furnishings, equipment, or supplies of such dwelling as an incidental part of a removal by the householder from one domicile to another; furniture, fixtures, equipment, and property of stores, offices, museums, institutions, hospitals or other establishments, when a part of the stock, equipment or supply of said stores, offices, museums, institutions, hospitals or other establishments, in connection with a removal from one location to another, and articles, in use, including objects of art, displays and exhibits which, because of their unusual nature or value, require specialized handling and equipment usually employed in moving household goods between points in the city of Reading, Berks County, and within five (5) miles of the usually-traveled highways of the limits of said city, and from points in the said area to other points in Pennsylvania within an airline distance of one hundred (100) statute miles of the limits of said city; which is to be a transfer of the rights authorized under the certificate issued at A-00101174 to Moyer Trucking & Moving, Inc., a corporation of the Commonwealth of Pennsylvania, subject to the same limitations and conditions.

MW:kmb  
5/20/91

Application received: 5/6/91  
Application docketed: 5/15/91

NH

DOCUMENT  
FOLDER

DOCKETED  
APPLICATION DOCKET  
JUN 03 1991  
ENTRY No. UR

JUN 24 1991

Protests due on No Hearings \_\_\_\_\_  
Protests due on Hearings - (5 days prior to date of hearing)  
Notice of the above application was mailed to all certificate holders and railroad companies in the service area as noted above.