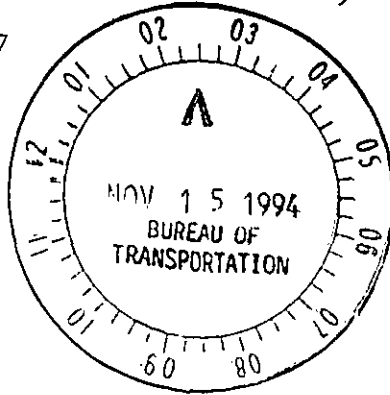




SATALOFF TRANSPORTATION CONSULTANTS, INC.

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

Kenneth D. Sataloff, President



November 9, 1994

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

RECEIVED
24 NOV 14 AM 8:46
PA. P. U. C.
INFO. CONTROL DIV.

Re: Exodus Van Lines of Pennsylvania, Inc. A-00110382
(Transferor)

Wayne Moving and Storage of New Jersey, Inc.
(Transferee) I.D. 700937
A - 111647

Dear Sir:

I enclose herewith the original and two copies of an Application for Approval of Transfer and Exercise of Common Carrier Rights, together with the Applicant's check in the amount of \$350.00 representing the filing fee.

If there are any questions or additional information required please contact me immediately. I will respond immediately to avoid the possibility of the application being returned without processing.

Please receipt and return the duplicate copy of this transmittal letter in the enclosed self-addressed and stamped envelope.

Very truly yours,

Kenneth D. Sataloff,
President

KDS/sds
Enclosures
cc: Exodus Van Lines of Pennsylvania, Inc.

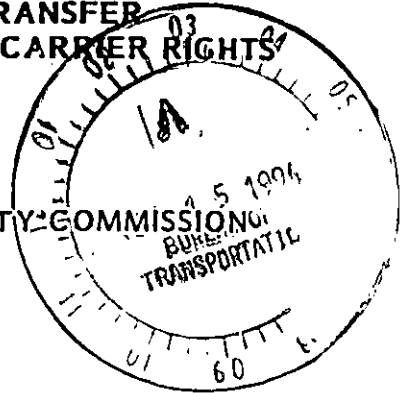
Wayne Moving and Storage of New Jersey, Inc.

DOCUMENT
FOLDER

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

ORIGINAL

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION



Application of WAYNE MOVING AND STORAGE OF NEW JERSEY, 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-00110382, Folder No. _____, issued to

EXODUS VAN LINES OF PENNSYLVANIA, INC.

(Transferor-Seller)

for transportation of PROPERTY
(persons-property)

PUC USE ONLY
Docket No. A-0011647
Folder No. _____

RECEIVED
PA P.U.C.
CONTROL DIV
JAN 11 AM 8:40

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

1. WAYNE MOVING AND STORAGE OF NEW JERSEY, INC.
(Full and correct name of applicant/transferee)

2. NOT APPLICABLE
(Trade name, if any)

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

Commonwealth on NOT APPLICABLE (attach copy of stamped registration form.)
(date)

3. 717 FELLOWSHIP Road NOT APPLICABLE
(Business Street Address) (P.O. Box, if any)

MOUNT LARUREL BURLINGTON NEW JERSEY 08054 (609) 235-7500
(City) (County) (State) (Zip) (Telephone)

DOCKETED
APPLICATION DOCKET
DEC 29 1994
ENTRY No. [Signature]

**DOCUMENT
FOLDER**

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

NOT APPLICABLE

(Name) (Address) (Telephone)

5. Any documents should be mailed to:

Transferee: Daniel F. McGarity 717 Fellowship Road, Mt. Laurel, N.J. 08054 (Name) (Address)

Transferor: Kenneth D. Sataloff 11 Warwick Court, Mt. Laurel, N.J. 08054 (Name) (Address)

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

A- N/A and operates as a NOT APPLICABLE carrier. (common or contract)

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

at Docket No. _____.

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)

[XX] Corporation. Organized under the laws of the State of NEW JERSEY

and qualified to do business in Pennsylvania by registering with the Secretary of the Commonwealth on April 16, 1993 (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.

Daniel F. McGarity is President of Wayne Storage Co. 1028 Saunders Lane,
West Chester, PA 19380-4218 under Certificate No. A-00108351.

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 NO LONGERS DESIRES TO PROVIDE MOVING
SERVICE TO THE PUBLIC AND INTENDS TO CEASE ALL OPERATIONS.

12a. The following must be attached:

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

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

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

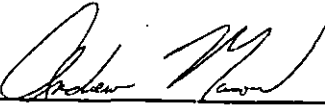
13. Transferor attests that all general assessments and fines have been paid, that no annual reports are due and agrees to continue to render the service which is to be transferred until this application is approved, whereupon transferor will surrender said certificate or permit for cancellation.

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:  11/3/94
(each partner must sign) (Date)
(Corporate Seal)

Daniel F. McGarity President
Wayne Moving and Storage of New Jersey, Inc.

Transferor sign here:  Pres.
(Corporate Seal)

Andrew Mason President
Exodus Van Lines of Pennsylvania, Inc.

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)

STATE OF NEW JERSEY
~~COMMONWEALTH OF PENNSYLVANIA~~ :
 : SS:
Burlington _____ County :

Daniel F. McGarity, being duly sworn (affirmed) according to law, deposes and says that he is President of Wayne Moving and Storage of New Jersey, 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 Wayne Moving and Storage of New Jersey, Inc. to be able to prove the same
(Name of Corporation)

the same at the hearing hereof.

Daniel F. McGarity
Signature of Affiant

Sworn and subscribed before me this 3rd
day of November 19 94
My Commission Expires May 3, 1998

Lorra Shook
Signature of Official Administering Oath
LORRA SHOOK

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 3, 1998

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

COMMONWEALTH OF PENNSYLVANIA :
: ss:
_____ County :

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

Signature of Affiant

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

Signature of Official Administering Oath

AFFIDAVIT OF TRANSFEROR/SELLER (Corporation)

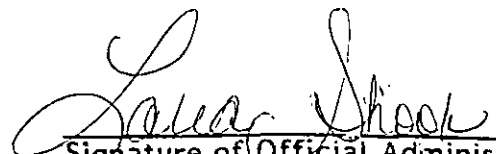
COMMONWEALTH OF PENNSYLVANIA :
: ss:
Montgomery _____ County :

Andrew Mason _____, being duly sworn (affirmed) according to law,
deposes and says that he is President of Exodus Van Lines of Pennsylvania, 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 Exodus Van Lines of Pennsylvania,
Inc. to be able to prove the
(Name of Corporation)
same at the hearing hereof.



Signature of Affiant

Sworn and subscribed before me this 3rd
day of November 19 94
My Commission expires May 3, 1998



Signature of Official Administering Oath
LORRA SHOOK
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 3, 1998

AGREEMENT OF SALE

THIS AGREEMENT, made this 3rd day of November, 1994, by and between EXODUS VAN LINES OF PENNSYLVANIA, INC. (SELLER) and WAYNE MOVING AND STORAGE OF NEW JERSEY, INC. (PURCHASER).

BACKGROUND

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

B. SELLER has agreed to sell to PURCHASER and PURCHASER has agreed to purchase from SELLER all of SELLER'S operating rights issued by the PA PUC at Docket No. A-00110382. SELLER'S entire operating rights are shown in Exhibit C. SELLER has agreed to sell to PURCHASER the operating rights described in Exhibit C, upon the terms and conditions set forth herein.

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

TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 "Transaction" shall mean the undertaking contemplated by the parties hereto for the purchase and sale of the Transferred Rights including such ancillary agreements necessary for or beneficial in effectuating the same.
- 1.2 "Order" shall mean a dispositive writing issued by the PA PUC authorizing and approving the transfer of the Transferred Rights by SELLER to PURCHASER.
- 1.3 The "Effective Date" of an Order shall mean the date an Order is entered.
- 1.4 "Application" shall mean documents filed with the PA PUC seeking affirmative relief, such as approval or exemption of a transaction.
- 1.5 "Approval" shall mean an Order issued by the PA PUC with respect to the "Transaction" either (i) approving, (ii) exempting from the requirements of obtaining approval, or (iii) determining that the PA PUC has no jurisdiction over the Transaction or any part thereof.
- 1.6 "Closing" shall mean the event at which the sale and purchase of the Transferred Rights shall be consummated.

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PA PUC
INFO. CONTROL DIV.
NOV 14 1994 8:11

ORIGINAL

EXHIBIT A

2. PROPERTY TO BE SOLD AND PURCHASED

- 2.1 SELLER agrees to sell the Transferred Rights to PURCHASER and PURCHASER agrees to buy the Transferred Rights from SELLER, free and clear of all liens, encumbrances, security interests and other charges and claims.
- 2.2 PURCHASER has not purchased and does not seek to purchase the SELLER'S business or any assets from SELLER other than those set forth in Paragraph 2.1, and PURCHASER has no intent to assume and does not in any way assume any debt, contract, lease or obligation of SELLER, and nothing in this Agreement of Sale shall be construed otherwise.

3. PURCHASE PRICE AND PAYMENT

- 3.1 PURCHASER shall pay to SELLER in consideration for the Transferred Rights the sum of Five Thousand Dollars (\$5,000.00) ("PURCHASE PRICE") to be paid as follows:
- 3.1.1. Five Hundred Dollars (\$500.00) deposit paid at time Agreement of Sale is executed by both SELLER and PURCHASER, to Sataloff Transportation Consultants, Inc. ("Escrow Agent") to be held in escrow pursuant to the terms of this Agreement and an Escrow Agreement in the form attached hereto as Exhibit K, and to be executed by the parties and Escrow Agent contemporaneously with the execution of this Agreement.
- 3.1.2. The balance of Four Thousand Five Hundred Dollars (\$4,500.00) 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 Transferred Rights to PURCHASER. PURCHASER shall pay all filing fees in connection with such Application.
- 4.3 The parties further agree to furnish such documents, information and data and to sign all pleadings and papers necessary or advisable to secure Approval and to cause such competent witnesses as may be required to attend and, if called, to testify at any proceeding scheduled by the PA PUC.
- 4.4 Each party shall be responsible for payment of all fees and expenses owed to their legal counsel, accountants and other witnesses arising from compliance with their respective duties and responsibilities hereunder.

5. CLOSING AND CLOSING DATE

5.1 Closing shall take place at the offices of Sataloff Transportation Consultants, Inc., 11 Warwick Court, Mt. Laurel, N.J. on a mutually convenient date within thirty (30) days following the Effective Date of an Order issued by the PA PUC granting Approval ("Approval Date"), but in no event later than nine (9) months from the complete execution of this Agreement of Sale by SELLER and PURCHASER. All times specified in this Agreement of Sale shall be of the essence. In the event that an Order is not issued by the PA PUC granting Approval within nine (9) months of the complete execution of this Agreement of Sale by SELLER and PURCHASER, either SELLER or PURCHASER may terminate this Agreement of Sale, in which event the Deposit, plus all interest accrued thereon, shall be returned to PURCHASER, and neither party shall be further obligated to the other under this Agreement of Sale.

6. EVENTS AT CLOSING

6.1 PURCHASER shall deliver to SELLER in cash or certified funds, the amount of Four Thousand Five Hundred Dollars (\$4,500.00).

6.2 ESCROW AGENT shall deliver to SELLER Escrow Deposit of Five Hundred Dollars (\$500.00). ESCROW AGENT shall deliver to BUYER interest accrued while deposited in an interest bearing escrow account of Escrow Agent.

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

7. CONDITIONS TO CLOSING

7.1 An Order shall have been issued by the PA PUC granting Approval for permanent transfer of the Transferred Rights to PURCHASER

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

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

8. TERMINATION

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

8. TERMINATION

- 8.2 Material Change. In the event the PA PUC issues an Order granting Approval but imposes conditions which materially vary or alter the terms of this Agreement of Sale, the right of either party or the scope of the Transferred Rights, the party whose rights are diminished or whose obligations are increased shall have the option to terminate this Agreement of Sale as of the Effective Date of said Order.
- 8.3 Exercise of Option to Terminate. A party's option to terminate under Paragraph 2 above may be exercised only in writing by Notice of Termination specifying the cause thereof, mailed or delivered to the other party within ten (10) days following the Effective Date of the Order giving rise to the option to terminate. If no such Notice of Termination is given within such ten (10) day period, any such conditions shall be deemed modifications to this Agreement of Sale and/or to the Transferred Rights accepted by the parties and the parties waive any right to terminate this Agreement of Sale on account of such conditions.
- 8.4 Effect of Termination. If this Agreement of Sale is terminated in accordance with this Section 8, then:
- 8.4.1 The Deposit plus all interest accrued thereon shall be returned to PURCHASER.
- 8.4.2 To the extent required, SELLER shall cause to be prepared and file appropriate Application(s) or other document(s) with the PA PUC in order as appropriate, to terminate or withdraw the transfer proceedings and to rescind any Orders which would allow the authority to be transferred. The obligations and responsibilities set forth in Paragraphs 4.3 and 4.4 apply with equal effect to any proceedings initiated with respect to this subparagraph.
- 8.4.3 Following completion of the above conditions, neither party shall be further obligated to the other under this Agreement of Sale.

9. DEFAULT; REMEDIES ON PURCHASER'S DEFAULT

- 9.1 Definition of PURCHASER'S Default. PURCHASER shall be in default if PURCHASER fails to make any payment required hereunder or fails to perform any covenant required hereunder or under any of the Agreements to be executed in connection herewith and such failure continues for a period of five (5) days after receipt of written notice from SELLER of such failure.
- 9.2 Remedies Upon Default. If PURCHASER is in default as defined in Paragraph 9.1 above, then:
- 9.2.1 All rights and/or licenses granted, assigned and/or transferred to PURCHASER pursuant to this Agreement of Sale shall automatically revert to and become the property of SELLER.

9. DEFAULT; REMEDIES ON PURCHASER'S DEFAULT

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

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

10. PURCHASER'S REMEDIES AND RIGHT TO SPECIFIC PERFORMANCE.

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

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 assessment paid against the Purchase Price.

11. REPRESENTATIONS AND WARRANTIES OF SELLER

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

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

11. REPRESENTATIONS AND WARRANTIES OF SELLER

- 11.1.2 Title to Transferred Rights. SELLER has good, valid and marketable title to the Transferred Rights subject to no encumbrance, lien, charge or other restriction of any kind or nature, including without limitation PA PUC Assessments.
- 11.1.3 Restrictive Documents. The SELLER is not subject, or a party to any charter, bylaw, mortgage, lien, lease, license, permit agreement, contract, instrument, law, rule, ordinance, regulation, order, judgment or decree or any other restriction of any kind or character, which would prevent consummation of the Transaction or the continued operation by PURCHASER of the Transferred Rights on substantially the same basis as heretofore operated.
- 11.1.4 Litigation. There is no action, suit, proceeding at law or in equity by any person or entity, or any arbitration or any administrative or other proceeding by or before any court, government agency or other body pending, or to the best of SELLER'S knowledge, information and belief, threatened, against or affecting the Transferred Rights or which could materially and adversely affect the right or ability of the SELLER to transfer the Transferred Rights or the PURCHASER to utilize them upon transfer. SELLER knows of no valid basis for such action, proceeding or investigation.
- 11.1.5 Compliance With Laws. SELLER is in compliance, in all material respects, with all applicable laws, regulations, orders, judgments and decrees in connection with their motor carrier operations and holds all necessary licenses and permits to operate its business.
- 11.1.6 PUC Filing. SELLER has filed all Annual Reports, Assessment Reports, and any other documentary filing to be made at the PA PUC and SELLER shall, prior to Closing, timely make all such filings, at its sole cost and expense, as required by the PA PUC.
- 11.1.7 Broker's or Finder's Fees. If any agent, broker, person or firm is acting on behalf of SELLER, SELLER is solely liable for any commission, broker's fee or finder's fee in connection with the Transaction.

12. REPRESENTATIONS AND WARRANTIES OF PURCHASER

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

12. REPRESENTATIONS AND WARRANTIES OF PURCHASER

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

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

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

13. NOTICES

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

13.1.1 TO SELLER

Kenneth D. Sataloff, President
Sataloff Transportation Consultants, Inc.
11 Warwick Court
Mt. Laurel, N.J. 08054

13.1.2 TO PURCHASER

Mr. Daniel F. McGarity, President
Wayne Moving and Storage of New Jersey, Inc.
717 Fellowship Road
Mount Laurel, N.J. 08054

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

14. MISCELLANEOUS

- 14.1 Survival of Representations. All representations, warranties and agreements made by the parties in this Agreement of Sale or pursuant hereto shall survive the Closing hereunder and any investigation at any time made by or on behalf of the parties.
- 14.2 Entire Agreement; Amendments; Parties in Interest. This Agreement of Sale and the other agreements referred to herein, set forth the entire understanding of the parties. This Agreement of Sale 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 of Sale shall be binding upon, inure to the benefit of and be enforceable by the legal representatives, successors and assigns of the parties.
- 14.3 Governing Law. This Agreement of Sale is being delivered and is intended to be performed in the Commonwealth of Pennsylvania and shall be construed and enforced in accordance with the laws thereof.
- 14.4 Headings. The headings contained in this Agreement of Sale are for reference only and shall not affect in any way the meaning or interpretation of this Agreement of Sale.
- 14.5 Severability. In the event that any provision of this Agreement of Sale is found to be void, the remaining provisions of this Agreement of Sale shall, nevertheless, be binding with the same effect as though the void provision was deleted.
- 14.6 Counterparts. This Agreement of Sale may be executed simultaneously in several counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.
- 14.7 "Corporate" Knowledge. Any reference herein to the actual or constructive knowledge of a corporation shall be deemed to include the actual or constructive knowledge of its officers, directors and shareholders.

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

TE SEAL

SELLER:

EXODUS VAN LINES OF PENNSYLVANIA, INC.


By: Andrew Mason, President

E SEAL

PURCHASER:

WAYNE MOVING AND STORAGE OF NEW JERSEY, INC.


By: Danial F. McGarity, President

Transferor's Seal has been misplaced. What should we do?
Ken [unclear]

LIST OF EQUIPMENT TO BE USED TO RENDER SERVICE

Three (3) Tractors

Seven (7) Semi-Trailers

Three (3) Bob Tails

One (1) Packing Van

RECEIVED
94 NOV 14 AM 8:41
PA. P. U. C
INFO. CONTROL DIV

10-14-1994
14:05:56

WAYNE MOVING & STORAGE CO. OF NJ
FINANCIAL POSITION STATEMENT

RECEIVED
94 NOV 14 AM 8:41
PA. P. U. C. BAGB
INFO. CONTROL DIV

ACCOUNT NAME *****	MONTH 6 BALANCES		CURRENT YTD BALANCES	
	DEBIT AMOUNT *****	CRDIT AMOUNT *****	DEBIT AMOUNT *****	CRDIT AMOUNT *****
A S S E T S *****				
CASH				
1011.01 CASH - PNB CHECKING -OPERATING	\$1,051.23		\$1,376.93	
1011.02 CASH - PNB CHECKING - PAYROLL	\$3,046.91		\$3,459.14	
1021.00 PETTY CASH		\$128.96	\$17.26	
1030.00 CASH TRANSFER	\$0.00		\$0.00	
	-----	-----	-----	-----
	\$4,098.14	\$128.96	\$4,853.33	\$0.00
TOTAL CASH	\$3,969.18		\$4,853.33	
RECEIVABLES				
1131.00 ACCOUNTS RECEIVABLE		\$16,350.06	\$32,690.98	
1551.00 UNAPPLIED PYMTS FROM CUSTOMERS	\$484.00		\$484.00	
1610.00 EMPLOYEE ADVANCES		\$75.00	\$175.00	
1620.00 ADVANCES TO CONTRACTORS	\$0.00		\$0.00	
1660.00 INTER-COMPANY PA/NJ		\$1,509.20	\$8,892.86	
	-----	-----	-----	-----
	\$484.00	\$18,014.26	\$42,242.84	\$0.00
TOTAL RECEIVABLES		\$17,530.26	\$42,242.84	
FIXED ASSETS				
1720.00 LEASEHOLD IMPROVEMENTS	\$0.00		\$0.00	
1730.00 OFFICE EQUIPMENT	\$0.00		\$0.00	
1740.00 FURNITURE & FIXTURES	\$0.00		\$0.00	
1745.00 COMPUTER EQUIPMENT	\$0.00		\$0.00	
1750.00 TRANSPORTATION EQUIPMENT	\$0.00		\$0.00	
1755.00 WAREHOUSE EQUIPMENT	\$0.00		\$0.00	
1820.00 ACCUMULATED DEPRECIATION	\$0.00		\$0.00	
	-----	-----	-----	-----
	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL FIXED ASSETS	\$0.00		\$0.00	
OTHER ASSETS				
1960.00 DEPOSITS	\$0.00		\$0.00	
1970.00 INVESTMENTS	\$0.00		\$0.00	
	-----	-----	-----	-----
	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL OTHER ASSETS	\$0.00		\$0.00	
	=====	=====	=====	=====
TOTAL ASSETS	\$4,582.14	\$18,143.22	\$47,096.17	\$0.00
		\$13,561.08	\$47,096.17	

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WAYNE MOVING & STORAGE CO. OF NJ
FINANCIAL POSITION STATEMENT

PAGE 2

ACCOUNT NAME *****	MONTH 6 BALANCES		CURRENT YTD BALANCES	
	DEBIT AMOUNT *****	CREDIT AMOUNT *****	DEBIT AMOUNT *****	CREDIT AMOUNT *****
LIABILITIES *****				
2032.00 ACCOUNTS PAYABLE	\$614.86			\$5,772.12
2100.00 COMMISSIONS PAYABLE		\$1,045.71		\$19,103.07
2310.00 AMOUNTS PAYABLE TO PENSION	\$0.00		\$0.00	
2315.00 AMOUNTS PAYABLE TO 401(k) PLAN	\$0.00		\$0.00	
2316.00 EMPLOYEES - SAVINGS	\$0.00		\$0.00	
2330.00 CONTRACTORS RSCROW	\$0.00		\$0.00	
2410.01 PAYROLL TAXES PAYABLE - FIT	\$208.23		\$0.00	
2410.02 PAYROLL TAXES PAYABLE - FICA	\$122.52		\$0.00	
2410.03 PAYROLL TAXES - STATE W/H		\$33.99		\$100.92
2410.04 PAYROLL TAXES PAYABLE - LOCAL	\$0.00		\$0.00	
2410.05 PAYROLL TAXES PAY - U/C W/H		\$96.72		\$698.16
2410.06 SALES TAX - STORAGE	\$0.00		\$0.00	
2410.07 PAYROLL MEDICARE W/H	\$52.48			\$0.00
2500.00 LOANS TO/FROM STOCKHOLDER	\$0.00		\$0.00	
2500.01 EMPLOYEE WAGR ATTACHMENT	\$0.00			\$0.00
	=====	=====	=====	=====
	\$998.09	\$1,176.42	\$0.00	\$25,754.27
TOTAL LIABILITIES		\$178.33		\$25,754.27
EQUITY *****				
2610.00 CAPITAL STOCK	\$0.00		\$0.00	
2620.00 RETAINED EARNINGS	\$0.00		\$1,008.92	
	=====	=====	=====	=====
	\$0.00	\$0.00	\$1,008.92	\$0.00
TOTAL EQUITY			\$1,008.92	

ASSETS:		\$13,561.08	\$47,096.17	
LIABILITIES:		\$178.33		\$25,754.27
EQUITY:	\$0.00		\$1,008.92	
INCOME SUMMARY:	\$13,739.41			\$22,350.82
	=====	=====	=====	=====
	\$13,739.41	\$13,739.41	\$48,105.09	\$48,105.09

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WAYNE MOVING & STORAGE CO. OF NJ
STATEMENT OF INCOME AND EXPENSES

PAGE 1

ACCOUNT	NAME	MONTH 6 BALANCES			CURRENT YTD BALANCES		
		DEBIT AMOUNT	CREDIT AMOUNT	-%	DEBIT AMOUNT	CREDIT AMOUNT	-%
R E V E N U E S							
3100.00	HAULING	\$0.00		0.0	\$3,209.70		1.7
3100.02	HAULING - INTERSTATE	\$0.00		0.0	\$0.00		0.0
3100.03	HAULING - INTRASTATE	\$0.00		0.0	\$4,848.65		2.6
3100.04	HAULING - LOCAL	\$0.00		0.0	\$3,241.00		1.7
3100.05	HAULING - INTRASTATE OTHER	\$0.00		0.0	\$1,000.65		0.5
3100.07	HAULING - MILITARY	\$0.00		0.0	\$0.00		0.0
3100.08	HAULING - INTERSTATE NOAM		\$847.61	9.1	\$23,394.34		12.5
3110.00	HAULING BULKY ITEMS	\$0.00		0.0	\$0.00		0.0
3110.02	HAULING BULKYS-INTERSTATE	\$0.00		0.0	\$0.00		0.0
3110.03	HAULING BULKY INTRASTATE	\$0.00		0.0	\$75.00		0.0
3110.05	HAULING BULKY-INTRASTATE OTHER	\$0.00		0.0	\$0.00		0.0
3110.07	HAULING BULKYS - MILITARY	\$0.00		0.0	\$0.00		0.0
3110.08	HAULING BULKY-INTERSTATE NOAM	\$0.00		0.0	\$353.55		0.2
3120.00	HAULING EXTRA CHARGES	\$0.00		0.0	\$189.50		0.1
3120.02	HAULING EXTRA CHGE-INTER	\$0.00		0.0	\$0.00		0.0
3120.03	HAULING EXTRA CHGE-INTRASTATE	\$0.00		0.0	\$583.50		0.3
3120.04	HAULING EXTRA CHARGES - LOCAL		\$2,094.00	22.6	\$35,310.39		18.9
3120.05	HAULING EXTRA CHGE-INTRA OTHER	\$0.00		0.0	\$2,347.84		1.3
3120.07	HAULING EXTRA CHGE-MILITARY	\$0.00		0.0	\$0.00		0.0
3120.08	HAULING EXTRA CHGE-INTER NOAM		\$100.00	1.1	\$2,793.80		1.5
3200.00	PACKING	\$0.00		0.0	\$1,222.85		0.7
3200.01	PACKING - INTERNATIONAL	\$0.00		0.0	\$3,497.71		1.9
3200.02	PACKING - INTERSTATE	\$0.00		0.0	\$0.00		0.0
3200.03	PACKING - INTRASTATE	\$0.00		0.0	\$547.60		0.3
3200.04	PACKING - LOCAL	\$0.00		0.0	\$0.00		0.0
3200.05	PACKING - INTRASTATE OTHER	\$0.00		0.0	\$0.00		0.0
3200.07	PACKING - MILITARY	\$0.00		0.0	\$0.00		0.0
3200.08	PACKING - INTERSTATE NOAM	\$0.00		0.0	\$3,112.80		1.7
3300.00	CONTAINERS	\$0.00		0.0	\$441.31		0.2
3300.02	CONTAINERS - INTERSTATE	\$0.00		0.0	\$0.00		0.0
3300.03	CONTAINERS - INTRASTATE	\$0.00		0.0	\$1,966.45		1.1
3300.04	CONTAINERS - LOCAL		\$69.70	0.8	\$2,515.05		1.3
3300.05	CONTAINERS - INTRASTATE OTHER	\$0.00		0.0	\$0.00		0.0
3300.07	CONTAINERS - MILITARY	\$0.00		0.0	\$0.00		0.0
3300.08	CONTAINERS - INTERSTATE NOAM		\$75.00	0.8	\$1,423.05		0.8
3400.00	STORAGE	\$0.00		0.0	\$76.24		0.0
3400.01	STORAGE - INTERNATIONAL	\$0.00		0.0	\$0.00		0.0
3400.02	STORAGE - INTERSTATE	\$0.00		0.0	\$0.00		0.0
3400.03	STORAGE - INTRASTATE	\$0.00		0.0	\$0.00		0.0
3400.04	STORAGE - PERMANENT	\$0.00		0.0	\$1,519.00		0.8
3400.05	STORAGE - INTRASTATE OTHER	\$0.00		0.0	\$265.00		0.1
3400.06	STORAGE- PERMANENT		\$2,460.00	26.5	\$16,662.54		8.9

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WAYNE MOVING & STORAGE CO. OF NJ
STATEMENT OF INCOME AND EXPENSES

PAGE 2

ACCOUNT	NAME	MONTH 6 BALANCES			CURRENT YTD BALANCES		
		DEBIT AMOUNT	CREDIT AMOUNT	-%	DEBIT AMOUNT	CREDIT AMOUNT	-%
*****	*****	*****	*****	*****	*****	*****	*****
3400.07	STORAGE - MILITARY	\$0.00		0.0	\$0.00		0.0
3400.08	STORAGE - INTERSTATE NOAM	\$0.00		0.0		\$1,584.15	0.8
3600.00	INSURANCE	\$0.00		0.0		\$257.09	0.1
3600.01	INSURANCE - INTERNATIONAL	\$0.00		0.0	\$0.00		0.0
3600.02	INSURANCE - INTERSTATE	\$0.00		0.0	\$0.00		0.0
3600.03	INSURANCE - INTRASTATE	\$0.00		0.0		\$526.15	0.3
3600.04	INSURANCE - LOCAL	\$0.00		0.0		\$411.50	0.2
3600.05	INSURANCE - INTRASTATE OTHER	\$0.00		0.0		\$20.00	0.0
3600.07	INSURANCE - MILITARY	\$0.00		0.0	\$0.00		0.0
3600.08	INSURANCE - INTERSTATE NOAM		\$20.00	0.2		\$910.76	0.5
3700.00	W/H HANDLING	\$0.00		0.0		\$218.25	0.1
3700.01	W/H HANDLING - INTERNATIONAL	\$0.00		0.0	\$0.00		0.0
3700.02	W/H HANDLING - INTERSTATE	\$0.00		0.0	\$0.00		0.0
3700.03	W/H HANDLING - INTRASTATE	\$0.00		0.0	\$0.00		0.0
3700.04	W/H HANDLING - LOCAL	\$0.00		0.0		\$1,353.20	0.7
3700.05	W/H HANDLING - INTRA OTHER	\$0.00		0.0	\$0.00		0.0
3700.07	W/H HANDLING - MILITARY	\$0.00		0.0	\$0.00		0.0
3700.08	W/H HANDLING - INTERSTATE NOAM	\$0.00		0.0		\$49.50	0.0
3750.00	BOOKING COMMISSION INCOME		\$136.12	1.5		\$290.74	0.2
3810.00	NORTHAMERICAN VAN LINES		\$3,412.43	36.8		\$82,545.02	44.3
3850.00	SALES DISCOUNTS	\$0.00		0.0	\$1,626.70		-0.9
3850.02	SALES DISCOUNTS - INTERSTATE	\$0.00		0.0	\$0.00		0.0
3850.03	SALES DISCOUNTS - INTRASTATE	\$0.00		0.0	\$0.00		0.0
3850.04	SALES DISCOUNTS - LOCAL	\$0.00		0.0	\$0.00		0.0
3850.05	SALES DISC-INTERSTATE OTHER	\$0.00		0.0	\$0.00		0.0
3850.07	SALES DISCOUNTS - MILITARY	\$0.00		0.0	\$0.00		0.0
3850.08	SALES DISCOUNT - INTERST NOAM	\$0.00		0.0	\$10,790.15		-5.8
3900.00	INTEREST INCOME		\$56.40	0.7		\$56.40	0.0
3950.00	MISCELLANEOUS INCOME	\$0.00		0.0	\$0.00		0.0
3960.00	ADJUSTMENT TO INCOME	\$0.00		0.0	\$0.00		0.0
3970.00	PRIOR YEAR INCOME	\$0.00		0.0	\$0.00		0.0
3990.00	CONTRACT SIGNING	\$0.00		0.0	\$0.00		0.0
		=====	=====	=====	=====	=====	=====
	TOTAL REVENUES	\$0.00	\$9,281.26	100.0	\$12,416.85	\$190,830.28	\$186,413.43 100.0

EXPENSES

DIRECT EXPENSES

DIRECT PAYROLL EXPENSES

SALARIES & WAGES

4010.00	DRIVERS WAGES	\$0.00		0.0	\$0.00		0.0
4020.00	HELPERS WAGES	\$3,168.46		34.1	\$18,585.10		10.0
4040.00	WAREHOUSE WAGES	\$0.00		0.0	\$0.00		0.0

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WAYNE MOVING & STORAGE CO. OF NJ
STATEMENT OF INCOME AND EXPENSES

PAGE 3

ACCOUNT NAME *****	MONTH 6 BALANCES			CURRENT YTD BALANCES		
	DEBIT AMOUNT *****	CREDIT AMOUNT *****	-% *****	DEBIT AMOUNT *****	CREDIT AMOUNT *****	-% *****
TOTAL DIRECT SALARIES & WAGES	\$3,168.46	\$0.00		\$18,585.10	\$0.00	
	\$3,168.46		34.1	\$18,585.10		10.0
OTHER DIRECT PAYROLL COSTS						
4110.00 PAYROLL TAXES	\$0.00		0.0	\$0.00		0.0
4120.00 EMPLOYEE BENEFITS		\$202.64	-2.2	\$3,127.91		1.7
4130.00 OPERATOR EXPENSES	\$0.00		0.0	\$117.50		0.1
TOTAL OTHER PAYROLL COSTS	\$0.00	\$202.64	-2.2	\$3,245.41	\$0.00	1.7
		\$202.64		\$3,245.41		
OUTSIDE LABOR COSTS						
4210.00 SUBCONTRACT LABOR - DRIVERS	\$0.00		0.0	\$0.00		0.0
4210.01 SUBCONTRACT LABOR - INTERNAT'L	\$0.00		0.0	\$0.00		0.0
4210.03 SUBCONTRACT LABOR - INTRASTATE	\$0.00		0.0	\$0.00		0.0
4210.04 SUBCONTRACT LABOR - LOCAL	\$1,187.00		12.8	\$1,187.00		0.6
4210.05 SUBCONTRACT LABOR - LT STORAGE	\$0.00		0.0	\$0.00		0.0
4210.07 SUBCONTRACT LABOR - OTHER	\$0.00		0.0	\$876.20		0.5
4210.08 SUBCONTRACT LABOR - INTERSTATE	\$744.00		8.0	\$21,509.42		11.5
4220.00 THIRD PARTY SERVICE	\$0.00		0.0	\$0.00		0.0
4220.02 3RD PARTY SERVICE - INTERSTATE	\$1,361.15		14.7	\$2,140.73		1.1
4230.00 SUBCONTRACT LABOR - NORTHEAHER.	\$0.00		0.0	\$9,902.98		5.3
TOTAL OUTSIDE LABOR COSTS	\$3,292.15	\$0.00	35.5	\$35,616.33	\$0.00	19.1
	\$3,292.15			\$35,616.33		
TOTAL ALL LABOR COSTS	\$6,460.61	\$202.64	67.4	\$57,446.84	\$0.00	30.8
	\$6,257.97			\$57,446.84		
TRUCK & TRAILER EXPENSES						
4310.00 FUEL & OIL EXPENSE	\$248.32		2.7	\$1,514.77		0.8
4320.00 INSURANCE TRUCKS	\$0.00		0.0	\$0.00		0.0
4330.00 TIRES & TUBES	\$0.00		0.0	\$0.00		0.0
4334.00 TOLLS AND SCALE EXPENSE	\$162.00		1.7	\$650.50		0.3
4336.00 TRAVEL - HOTELS	\$0.00		0.0	\$0.00		0.0
4337.00 TRAVEL - MEALS	\$0.00		0.0	\$0.00		0.0
4340.00 VEHICLE RENTALS	\$0.00		0.0	\$4,386.72		2.4
4340.04 VEHICLE RENTALS - LOCAL	\$0.00		0.0	\$0.00		0.0
4350.00 VEHICLE REPAIRS & MAINTENANCE	\$819.78		8.8	\$1,673.78		0.9
4360.00 HEAVY VEHICLE USE TAX	\$0.00		0.0	\$0.00		0.0
TOTAL TRUCK & TRAILER COSTS	\$1,230.10	\$0.00	13.3	\$8,225.77	\$0.00	4.4
	\$1,230.10			\$8,225.77		

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WAYNE MOVING & STORAGE CO. OF NJ
STATEMENT OF INCOME AND EXPENSES

PAGE 4

ACCOUNT NAME *****	MONTH 6 BALANCES			CURRENT YTD BALANCES		
	DEBIT AMOUNT *****	CREDIT AMOUNT *****	-% ****	DEBIT AMOUNT *****	CREDIT AMOUNT *****	-% ****
WAREHOUSE EXPENSES						
4410.00 EQUIPMENT RENT	\$0.00		0.0	\$0.00		0.0
4420.00 EQUIP REPAIRS & MAINTENANCE	\$0.00		0.0	\$174.50		0.1
4430.00 PACKAGING MATERIALS	\$0.00		0.0	\$0.00		0.0
4440.00 WAREHOUSE RENT	\$3,555.07		38.3	\$19,198.68		10.3
4440.05 WAREHOUSE RENT - LT STORAGE	\$0.00		0.0	\$0.00		0.0
4440.06 WAREHOUSE RENT - NJ	\$0.00		0.0	\$0.00		0.0
4450.00 WAREHOUSE SUPPLIES	\$1.97		0.0	\$848.86		0.5
	-----	-----	-----	-----	-----	-----
TOTAL WAREHOUSE EXPENSES	\$3,557.04	\$0.00	38.3	\$20,222.12	\$0.00	10.8
	\$3,557.04			\$20,222.12		
OTHER DIRECT EXPENSES						
4510.00 FREIGHT EXPENSE	\$0.00		0.0	\$0.00		0.0
4520.00 CLAIMS EXPENSE	\$0.00		0.0	\$254.40		0.1
4520.01 CLAIMS - INTERNATIONAL	\$0.00		0.0	\$0.00		0.0
4520.02 CLAIMS - INTERSTATE	\$0.00		0.0	\$0.00		0.0
4520.03 CLAIMS - INTRASTATE	\$0.00		0.0	\$0.00		0.0
4530.00 INSURANCE - SHIPPERS'	\$0.00		0.0	\$0.00		0.0
4540.00 CITATIONS & FINES	\$0.00		0.0	\$0.00		0.0
	-----	-----	-----	-----	-----	-----
TOTAL OTHER DIRECT EXPENSES	\$0.00	\$0.00	0.0	\$254.40	\$0.00	0.1
	\$0.00			\$254.40		
	-----	-----	-----	-----	-----	-----
TOTAL DIRECT EXPENSES	\$11,247.75	\$202.64	119.0	\$86,149.13	\$0.00	46.2
	\$11,045.11			\$86,149.13		
INDIRECT & OVERHEAD EXPENSES						
5010.10 SALARIES - OFFICE	\$5,966.20		64.3	\$28,935.92		15.5
5010.11 SALARIES - OFFICERS	\$0.00		0.0	\$0.00		0.0
5010.12 ADD. OFFICERS COMPENSATION	\$0.00		0.0	\$0.00		0.0
5020.00 SALARIES - SALES	\$0.00		0.0	\$0.00		0.0
5030.00 SALES COMMISSIONS	\$1,045.71		11.3	\$19,103.07		10.2
5110.00 PAYROLL TAXES	\$731.93		7.9	\$5,265.76		2.8
5120.00 EMPLOYEE BENEFITS		\$363.42	-3.9	\$2,035.78		1.1
5130.00 EMPLOYER CONTRIBUTION - 401(k)	\$0.00		0.0	\$0.00		0.0
5210.00 ADVERTISING & PROMOTIONS	\$312.48		3.4	\$455.58		0.2
5220.00 AUTO EXPENSES	\$350.00		3.8	\$2,122.00		1.1
5220.01 LOSS ON DISPOSITION OF VEHICLE	\$0.00		0.0	\$0.00		0.0
5230.00 BAD DEBTS	\$0.00		0.0	\$0.00		0.0
5240.00 BANK SERVICE CHARGES	\$135.58		1.5	\$605.67		0.3
5250.00 BUSINESS TAXES	\$16.00		0.2	\$61.00		0.0
5251.00 BUSINESS TAX - REAL ESTATE	\$0.00		0.0	\$0.00		0.0

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WAYNE MOVING & STORAGE CO. OF NJ
STATEMENT OF INCOME AND EXPENSES

PAGE 5

ACCOUNT	NAME	MONTH 6 BALANCES			CURRENT YTD BALANCES		
		DEBIT AMOUNT	CREDIT AMOUNT	%	DEBIT AMOUNT	CREDIT AMOUNT	%
5255.00	COMPUTER SUPPLIES, R & M	\$0.00		0.0	\$0.00		0.0
5256.00	DEPRECIATION EXPENSE	\$0.00		0.0	\$0.00		0.0
5260.00	DUES & SUBSCRIPTIONS	\$50.00		0.5	\$50.00		0.0
5270.00	ENTERTAINMENT	\$0.00		0.0	\$75.44		0.0
5280.00	EQUIPMENT LEASES & RENT	\$80.13		0.9	\$563.08		0.3
5300.00	INSURANCE	\$1,219.00		13.1	\$1,841.00		1.0
5310.00	INTEREST EXPENSE	\$0.00		0.0	\$291.94		0.2
5311.00	FINANCE CHARGES	\$175.38		1.9	\$175.38		0.1
5330.00	MISCELLANEOUS EXPENSES	\$0.00		0.0	\$0.00		0.0
5340.00	OFFICE EXPENSES	\$152.64		1.6	\$512.56		0.3
5350.00	PENALTIES	\$0.00		0.0	\$15.00		0.0
5360.00	PERMITS, LICENSES & TARIFFS	\$0.00		0.0	\$25.00		0.0
5370.00	POSTAGE	\$1.00		0.0	\$492.79		0.3
5380.00	PROFESSIONAL FEES	\$0.00		0.0	\$275.00		0.1
5390.00	RECRUITMENT COSTS	\$0.00		0.0	\$0.00		0.0
5400.00	RENT - UNALLOCATED	\$0.00		0.0	\$0.00		0.0
5400.01	RENT - OFFICE	\$611.60		6.6	\$2,012.48		1.5
5400.06	RENT- NJ OFFICE	\$0.00		0.0	\$488.84		0.3
5410.00	REPAIRS & MAINTENANCE	\$222.26		2.4	\$1,195.34		0.6
5415.00	SALES TAX EXPENSE	\$0.00		0.0	\$0.00		0.0
5420.00	SEMINARS & CONVENTIONS	\$0.00		0.0	\$0.00		0.0
5425.00	STATIONERY & PRINTING	\$115.61		1.2	\$827.58		0.4
5430.00	TELEPHONE	\$306.27		3.3	\$2,045.84		1.1
5435.00	TEMPORARY LABOR	\$0.00		0.0	\$0.00		0.0
5440.00	TRASH REMOVAL	\$129.74		1.4	\$778.44		0.4
5450.00	TRAVEL	\$0.00		0.0	\$781.85		0.4
5460.00	UTILITIES	\$717.45		7.7	\$6,081.14		3.3
5470.00	P.U.C. ASSESSMENT	\$0.00		0.0	\$0.00		0.0
TOTAL INDIRECT & OVERHEAD EXP		\$12,338.98	\$363.42		\$77,913.48	\$0.00	
		\$11,975.56		129.0	\$77,913.48		41.8
TOTAL EXPENSES		\$23,586.73	\$566.06		\$164,062.61	\$0.00	
		\$23,020.67		248.0	\$164,062.61		88.0
REVENUES:			\$9,281.26	100.0		\$186,413.43	100.0
EXPENSES:		\$23,020.67		248.0	\$164,062.61		88.0
PROFIT <LOSS>:			< \$13,739.41 >	148.0	\$22,350.82		12.0
		\$23,020.67	\$23,020.67		\$186,413.43	\$186,413.43	

WAYNE MOVING & STORAGE CO. OF NJ
FINANCIAL POSITION STATEMENT

ACCOUNT NAME *****	MONTH 12 BALANCES		CURRENT YTD BALANCES	
	DEBIT AMOUNT *****	CREDIT AMOUNT *****	DEBIT AMOUNT *****	CREDIT AMOUNT *****
A S S E T S *****				
CASH				
1011.01 CASH - PNB CHECKING -OPERATING		\$3,023.48	\$4,072.48	
1011.02 CASH - PNB CHECKING - PAYROLL	\$0.00		\$416.34	
1021.00 PETTY CASH		\$1,500.00	\$0.00	
1030.00 CASH TRANSFER		\$0.10	\$0.00	
	-----	-----	-----	-----
	\$0.00	\$4,523.58	\$4,488.82	
TOTAL CASH		\$4,523.58	\$4,488.82	
RECEIVABLES				
1131.00 ACCOUNTS RECEIVABLE	\$12,089.96		\$24,789.93	
1551.00 UNAPPLIED PYMTS FROM CUSTOMERS	\$0.00		\$0.00	
1610.00 EMPLOYEE ADVANCES	\$90.00		\$0.00	
1620.00 ADVANCES TO CONTRACTORS	\$0.00		\$0.00	
1660.00 INTER-COMPANY PA/NJ	\$76,342.43			\$27,255.66
	-----	-----	-----	-----
	\$88,522.39	\$0.00	\$24,789.93	\$27,255.66
TOTAL RECEIVABLES	\$88,522.39			\$2,465.73
FIXED ASSETS				
1720.00 LEASEHOLD IMPROVEMENTS	\$0.00		\$0.00	
1730.00 OFFICE EQUIPMENT	\$0.00		\$0.00	
1740.00 FURNITURE & FIXTURES	\$0.00		\$0.00	
1745.00 COMPUTER EQUIPMENT	\$0.00		\$0.00	
1750.00 TRANSPORTATION EQUIPMENT	\$0.00		\$0.00	
1755.00 WAREHOUSE EQUIPMENT	\$0.00		\$0.00	
1820.00 ACCUMULATED DEPRECIATION	\$0.00		\$0.00	
	-----	-----	-----	-----
	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL FIXED ASSETS	\$0.00		\$0.00	
OTHER ASSETS				
1960.00 DEPOSITS	\$0.00		\$0.00	
1970.00 INVSTMENTS	\$0.00		\$0.00	
	-----	-----	-----	-----
	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL OTHER ASSETS	\$0.00		\$0.00	
	=====	=====	=====	=====
TOTAL ASSETS	\$88,522.39	\$4,523.58	\$29,278.75	\$27,255.66
	\$83,998.81		\$2,023.09	

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WAYNE MOVING & STORAGE CO. OF NJ
FINANCIAL POSITION STATEMENT

ACCOUNT NAME *****	MONTH 12 BALANCES		CURRENT YTD BALANCES	
	DEBIT AMOUNT *****	CREDIT AMOUNT *****	DEBIT AMOUNT *****	CREDIT AMOUNT *****
LIABILITIES *****				
2032.00 ACCOUNTS PAYABLE	\$5,289.31			\$1,206.09
2100.00 COMMISSIONS PAYABLE		\$7,266.07	\$0.00	
2310.00 AMOUNTS PAYABLE TO PENSION	\$0.00		\$0.00	
2315.00 AMOUNTS PAYABLE TO 401(k) PLAN	\$0.00		\$0.00	
2316.00 EMPLOYEES - SAVINGS	\$0.00		\$0.00	
2330.00 CONTRACTORS ESCROW	\$0.00		\$0.00	
2410.01 PAYROLL TAXES PAYABLE - FIT	\$0.00		\$0.00	
2410.02 PAYROLL TAXES PAYABLE - FICA	\$0.00		\$0.00	
2410.03 PAYROLL TAXES - STATE W/H		\$301.47		\$950.04
2410.04 PAYROLL TAXES PAYABLE - LOCAL	\$0.00		\$0.00	
2410.05 PAYROLL TAXES PAY - U/C W/H		\$142.20		\$453.08
2410.06 SALES TAX - STORAGE	\$0.00		\$0.00	
2410.07 PAYROLL MEDICARE W/H		\$0.00		\$0.00
2500.00 LOANS TO/PROM STOCKHOLDER	\$0.00		\$0.00	
2500.01 EMPLOYEE WAGE ATTACHMENT	\$0.00		\$0.00	
	=====	=====	=====	=====
TOTAL LIABILITIES	\$5,289.31	\$7,709.74	\$0.00	\$2,610.01
		\$2,420.43		\$2,610.01
EQUITY *****				
2610.00 CAPITAL STOCK	\$0.00		\$0.00	
2620.00 RETAINED EARNINGS	\$0.00		\$0.00	
	=====	=====	=====	=====
TOTAL EQUITY	\$0.00	\$0.00	\$0.00	\$0.00

ASSETS:	\$83,998.81		\$2,023.09	
LIABILITIES:		\$2,420.43		\$2,610.01
EQUITY:	\$0.00		\$0.00	
INCOME SUMMARY:		\$81,578.38	\$1,008.92	
	=====	=====	=====	=====
	\$83,998.81	\$83,998.81	\$3,032.01	\$2,610.01

WAYNE MOVING & STORAGE CO. OF NJ
STATEMENT OF INCOME AND EXPENSES

ACCOUNT NAME *****	MONTH 12 BALANCES			CURRENT YTD BALANCES		
	DEBIT AMOUNT *****	CREDIT AMOUNT *****	-% *****	DEBIT AMOUNT *****	CREDIT AMOUNT *****	-% *****
R E V E N U E S *****						
3100.00 HAULING		\$3,000.00	2.5		\$3,000.00	1.7
3100.02 HAULING - INTERSTATE GVL	\$0.00		0.0	\$0.00		0.0
3100.03 HAULING - INTRASTATE	\$0.00		0.0		\$4,799.28	2.7
3100.04 HAULING - LOCAL	\$669.90		-0.6	\$0.00		0.0
3100.05 HAULING - INTRASTATE OTHER		\$334.65	0.3		\$334.65	0.2
3100.07 HAULING - MILITARY	\$0.00		0.0	\$0.00		0.0
3100.08 HAULING - INTERSTATE NOAM	\$4,881.90		-4.0		\$14,093.99	7.9
3110.00 HAULING BULKY ITEMS	\$0.00		0.0	\$0.00		0.0
3110.02 HAULING BULKYS-INTERSTATE GVL	\$0.00		0.0	\$0.00		0.0
3110.03 HAULING BULKY INTRASTATE	\$0.00		0.0	\$0.00		0.0
3110.05 HAULING BULKY-INTRASTATE OTHER	\$0.00		0.0	\$0.00		0.0
3110.07 HAULING BULKYS - MILITARY	\$0.00		0.0	\$0.00		0.0
3110.08 HAULING BULKY-INTERSTATE NOAM	\$120.35		-0.1		\$176.80	0.1
3120.00 HAULING EXTRA CHARGES	\$0.00		0.0	\$0.00		0.0
3120.02 HAULING EXTRA CHGE-INTER GVL	\$0.00		0.0	\$0.00		0.0
3120.03 HAULING EXTRA CHGE-INTRASTATE	\$0.00		0.0		\$434.00	0.2
3120.04 HAULING EXTRA CHARGES - LOCAL		\$1,936.00	1.6		\$4,044.00	2.3
3120.05 HAULING EXTRA CHGE-INTRA OTHER		\$1,647.45	1.4		\$2,742.88	1.5
3120.07 HAULING EXTRA CHGE-MILITARY	\$0.00		0.0	\$0.00		0.0
3120.08 HAULING EXTRA CHGE-INTER NOAM	\$372.35		-0.3		\$1,339.70	0.8
3200.00 PACKING	\$0.00		0.0	\$0.00		0.0
3200.01 PACKING - INTERNATIONAL	\$0.00		0.0	\$0.00		0.0
3200.02 PACKING - INTERSTATE GVL	\$0.00		0.0	\$0.00		0.0
3200.03 PACKING - INTRASTATE	\$0.00		0.0	\$0.00		0.0
3200.04 PACKING - LOCAL	\$0.00		0.0	\$0.00		0.0
3200.05 PACKING - INTRASTATE OTHER	\$0.00		0.0	\$0.00		0.0
3200.07 PACKING - MILITARY	\$0.00		0.0	\$0.00		0.0
3200.08 PACKING - INTERSTATE NOAM	\$1,812.40		-1.5		\$3,237.60	1.8
3300.00 CONTAINERS	\$0.00		0.0	\$0.00		0.0
3300.02 CONTAINERS - INTERSTATE GVL	\$0.00		0.0	\$0.00		0.0
3300.03 CONTAINERS - INTRASTATE	\$0.00		0.0		\$5,653.35	3.2
3300.04 CONTAINERS - LOCAL	\$0.00		0.0	\$0.00		0.0
3300.05 CONTAINERS - INTRASTATE OTHER	\$0.00		0.0	\$0.00		0.0
3300.07 CONTAINERS - MILITARY	\$0.00		0.0	\$0.00		0.0
3300.08 CONTAINERS - INTERSTATE NOAM	\$1,079.90		-0.9		\$1,722.10	1.0
3400.00 STORAGE	\$0.00		0.0	\$0.00		0.0
3400.01 STORAGE - INTERNATIONAL	\$0.00		0.0	\$0.00		0.0
3400.02 STORAGE - INTERSTATE GVL	\$0.00		0.0	\$0.00		0.0
3400.03 STORAGE - INTRASTATE	\$0.00		0.0	\$0.00		0.0
3400.04 STORAGE - PERMANENT	\$0.00		0.0	\$0.00		0.0
3400.05 STORAGE - INTRASTATE OTHER		\$275.00	0.2		\$660.00	0.4
3400.06 STORAGE- PERMANENT		\$10,024.00	8.3		\$11,435.50	6.4

WAYNE MOVING & STORAGE CO. OF NJ
STATEMENT OF INCOME AND EXPENSES

ACCOUNT NAME	MONTH 12 BALANCES			CURRENT YTD BALANCES		
	DEBIT AMOUNT	CRREDIT AMOUNT	- -	DEBIT AMOUNT	CRREDIT AMOUNT	- -
3400.07 STORAGE - MILITARY	\$0.00		0.0	\$0.00		0.0
3400.08 STORAGE - INTERSTATE NOAM	\$229.20		-0.2		\$559.55	0.3
3600.00 INSURANCE	\$0.00		0.0	\$0.00		0.0
3600.01 INSURANCE - INTERNATIONAL	\$0.00		0.0	\$0.00		0.0
3600.02 INSURANCE - INTERSTATE GVL	\$0.00		0.0	\$0.00		0.0
3600.03 INSURANCE - INTRASTATE	\$0.00		0.0	\$0.00		0.0
3600.04 INSURANCE - LOCAL	\$0.00		0.0	\$0.00		0.0
3600.05 INSURANCE - INTRASTATE OTHER	\$0.00		0.0	\$0.00		0.0
3600.07 INSURANCE - MILITARY	\$0.00		0.0	\$0.00		0.0
3600.08 INSURANCE - INTERSTATE NOAM	\$195.28		-0.2		\$606.00	0.3
3700.00 W/B HANDLING	\$0.00		0.0	\$0.00		0.0
3700.01 W/B HANDLING - INTERNATIONAL	\$0.00		0.0	\$0.00		0.0
3700.02 W/B HANDLING - INTERSTATE GVL	\$0.00		0.0	\$0.00		0.0
3700.03 W/B HANDLING - INTRASTATE	\$0.00		0.0	\$0.00		0.0
3700.04 W/B HANDLING - LOCAL		\$1,003.87	0.9		\$2,002.87	1.1
3700.05 W/B HANDLING - INTRA OTHER	\$0.00		0.0	\$0.00		0.0
3700.07 W/B HANDLING - MILITARY	\$0.00		0.0	\$0.00		0.0
3700.08 W/B HANDLING - INTERSTATE NOAM	\$664.68		-0.5		\$563.41	0.3
3750.00 BOOKING COMMISSION INCOME		\$66.32	0.1		\$266.01	0.1
3810.00 NORTHAMERICAN VAN LINES		\$109,002.64	90.0		\$128,969.29	72.6
3850.00 SALES DISCOUNTS	\$0.00		0.0	\$0.00		0.0
3850.02 SALES DISCOUNTS - INTERSTATE	\$0.00		0.0	\$0.00		0.0
3850.03 SALES DISCOUNTS - INTRASTATE	\$0.00		0.0	\$0.00		0.0
3850.04 SALES DISCOUNTS - LOCAL	\$0.00		0.0	\$0.00		0.0
3850.05 SALES DISC-INTERSTATE OTHER	\$0.00		0.0	\$0.00		0.0
3850.07 SALES DISCOUNTS - MILITARY	\$0.00		0.0	\$0.00		0.0
3850.08 SALES DISCOUNT - INTERST NOAM		\$3,814.95	3.1	\$9,095.93		-5.1
3900.00 INTEREST INCOME	\$0.00		0.0	\$0.00		0.0
3950.00 MISCELLANEOUS INCOME	\$0.00		0.0	\$0.00		0.0
3960.00 ADJUSTMENT TO INCOME	\$0.00		0.0	\$0.00		0.0
3970.00 PRIOR YEAR INCOME	\$0.00		0.0	\$0.00		0.0
3990.00 CONTRACT SIGNING	\$0.00		0.0	\$0.00		0.0
TOTAL REVENUES	\$10,025.96	\$131,184.88	100.0	\$9,095.93	\$186,640.98	100.0
EXPENSES						
DIRECT EXPENSES						
DIRECT PAYROLL EXPENSES						
SALARIES & WAGES						
4010.00 DRIVERS WAGES	\$0.00		0.0	\$0.00		0.0
4020.00 HELPERS WAGES	\$6,601.81		5.4	\$37,965.59		21.4
4040.00 WAREHOUSE WAGES	\$0.00		0.0	\$0.00		0.0

WAYNE MOVING & STORAGE CO. OF NJ
STATEMENT OF INCOME AND EXPENSES

ACCOUNT NAME *****	MONTH 12 BALANCES		-%- *****	CURRENT YTD BALANCES		-%- *****
	DEBIT AMOUNT *****	CREDIT AMOUNT *****		DEBIT AMOUNT *****	CREDIT AMOUNT *****	
TOTAL DIRECT SALARIES & WAGES	\$6,601.81	\$0.00	5.4	\$37,965.59	\$0.00	21.4
OTHER DIRECT PAYROLL COSTS						
4110.00 PAYROLL TAXES	\$0.00		0.0	\$0.00		0.0
4120.00 EMPLOYEE BENEFITS	\$260.90		0.2	\$2,442.46		1.4
4130.00 OPERATOR EXPENSES	\$0.00		0.0	\$0.00		0.0
TOTAL OTHER PAYROLL COSTS	\$260.90	\$0.00	0.2	\$2,442.46	\$0.00	1.4
OUTSIDE LABOR COSTS						
4210.00 SUBCONTRACT LABOR - DRIVERS	\$264.76		0.2	\$264.76		0.1
4210.01 SUBCONTRACT LABOR - INTERNAT'L	\$0.00		0.0	\$0.00		0.0
4210.03 SUBCONTRACT LABOR - INTRASTATE	\$0.00		0.0	\$669.90		0.4
4210.04 SUBCONTRACT LABOR - LOCAL	\$0.00		0.0	\$65.00		0.0
4210.05 SUBCONTRACT LABOR - LT STORAGE	\$0.00		0.0	\$95.00		0.1
4210.07 SUBCONTRACT LABOR - OTHER	\$0.00		0.0	\$0.00		0.0
4210.08 SUBCONTRACT LABOR - INTERSTATE	\$2,551.44		2.1	\$4,885.54		2.8
4220.00 THIRD PARTY SERVICE	\$0.00		0.0	\$0.00		0.0
4220.02 3RD PARTY SERVICE - INTERSTATE	\$701.20		0.6	\$2,350.10		1.3
4230.00 SUBCONTRACT LABOR - NORTHAMER.	\$499.30		0.4	\$5,560.96		3.2
TOTAL OUTSIDE LABOR COSTS	\$4,016.70	\$0.00	3.3	\$13,999.26	\$0.00	7.9
TOTAL ALL LABOR COSTS	\$10,879.41	\$0.00	9.0	\$54,407.31	\$0.00	30.6
TRUCK & TRAILER EXPENSES						
4310.00 PUBL & OIL EXPENSE	\$422.69		0.3	\$578.79		0.3
4320.00 INSURANCE TRUCKS	\$0.00		0.0	\$0.00		0.0
4330.00 TIRES & TUBES	\$0.00		0.0	\$0.00		0.0
4334.00 TOLLS AND SCALE EXPENSE	\$423.85		0.3	\$423.85		0.2
4336.00 TRAVEL - HOTELS	\$0.00		0.0	\$0.00		0.0
4337.00 TRAVEL - MEALS	\$58.84		0.0	\$58.84		0.0
4340.00 VEHICLE RENTALS	\$731.12		0.6	\$4,386.72		2.5
4340.04 VEHICLE RENTALS - LOCAL	\$0.00		0.0	\$0.00		0.0
4350.00 VEHICLE REPAIRS & MAINTENANCE	\$193.19		0.2	\$693.49		0.4
4360.00 HEAVY VEHICLE USE TAX	\$0.00		0.0	\$0.00		0.0
TOTAL TRUCK & TRAILER COSTS	\$1,829.69	\$0.00	1.5	\$6,141.69	\$0.00	3.5

WAYNE MOVING & STORAGE CO. OF NJ
STATEMENT OF INCOME AND EXPENSES

ACCOUNT NAME *****	MONTH 12 BALANCES			CURRENT YTD BALANCES		
	DEBIT AMOUNT *****	CREDIT AMOUNT *****	-% *****	DEBIT AMOUNT *****	CREDIT AMOUNT *****	-% *****
WAREHOUSE EXPENSES						
4410.00 EQUIPMENT RENT	\$0.00		0.0	\$0.00		0.0
4420.00 EQUIP REPAIRS & MAINTENANCE	\$10.57		0.0	\$1,025.24		0.6
4430.00 PACKAGING MATERIALS	\$0.00		0.0	\$484.50		0.3
4440.00 WAREHOUSE RENT	\$5,809.78		4.8	\$8,654.27		4.9
4440.05 WAREHOUSE RENT - LT STORAGE	\$0.00		0.0	\$0.00		0.0
4440.06 WAREHOUSE RENT - NJ	\$0.00		0.0	\$14,222.45		8.0
4450.00 WAREHOUSE SUPPLIES	\$0.00		0.0	\$919.89		0.5
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TOTAL WAREHOUSE EXPENSES	\$5,820.35	\$0.00	4.8	\$25,306.35	\$0.00	14.3
OTHER DIRECT EXPENSES						
4510.00 FREIGHT EXPENSE	\$0.00		0.0	\$0.00		0.0
4520.00 CLAIMS EXPENSE	\$205.10		0.2	\$205.10		0.1
4520.01 CLAIMS - INTERNATIONAL	\$0.00		0.0	\$0.00		0.0
4520.02 CLAIMS - INTERSTATE	\$43.38		0.0	\$43.38		0.0
4520.03 CLAIMS - INTRASTATE	\$0.00		0.0	\$0.00		0.0
4530.00 INSURANCE - SHIPPERS'	\$0.00		0.0	\$0.00		0.0
4540.00 CITATIONS & FINES	\$0.00		0.0	\$0.00		0.0
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TOTAL OTHER DIRECT EXPENSES	\$248.48	\$0.00	0.2	\$248.48	\$0.00	0.1
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TOTAL DIRECT EXPENSES	\$18,777.93	\$0.00	15.5	\$86,103.83	\$0.00	48.5
INDIRECT & OVERHEAD EXPENSES						
5010.10 SALARIES - OFFICE	\$6,038.73		5.0	\$33,709.89		19.0
5010.11 SALARIES - OFFICERS	\$0.00		0.0	\$0.00		0.0
5010.12 ADD. OFFICERS COMPENSATION	\$0.00		0.0	\$0.00		0.0
5020.00 SALARIES - SALES	\$0.00		0.0	\$0.00		0.0
5030.00 SALES COMMISSIONS	\$7,266.07		6.0	\$17,600.00		9.9
5110.00 PAYROLL TAXES	\$908.77		0.8	\$8,406.40		4.7
5120.00 EMPLOYEE BENEFITS	\$465.50		0.4	\$3,177.74		1.8
5130.00 EMPLOYER CONTRIBUTION - 401(k)	\$0.00		0.0	\$0.00		0.0
5210.00 ADVERTISING & PROMOTIONS	\$0.00		0.0	\$319.00		0.2
5220.00 AUTO EXPENSES	\$350.00		0.3	\$4,713.67		2.7
5220.01 LOSS ON DISPOSITION OF VEHICLE	\$0.00		0.0	\$0.00		0.0
5230.00 BAD DEBTS	\$0.00		0.0	\$0.00		0.0
5240.00 BANK SERVICE CHARGES	\$93.50		0.1	\$685.30		0.4
5250.00 BUSINESS TAXES	\$0.00		0.0	\$0.00		0.0
5251.00 BUSINESS TAX - REAL ESTATE	\$0.00		0.0	\$0.00		0.0

WAYNE MOVING & STORAGE CO. OF NJ
STATEMENT OF INCOME AND EXPENSES

ACCOUNT NAME	MONTE 12 BALANCES			CURRENT YTD BALANCES		
	DEBIT AMOUNT	CREDIT AMOUNT	-%-	DEBIT AMOUNT	CREDIT AMOUNT	-%-
5255.00 COMPUTER SUPPLIES, R & M	\$0.00		0.0	\$60.00		0.0
5256.00 DEPRECIATION EXPENSE	\$0.00		0.0	\$0.00		0.0
5260.00 DUES & SUBSCRIPTIONS	\$0.00		0.0	\$38.00		0.0
5270.00 ENTERTAINMENT	\$0.00		0.0	\$1,543.77		0.9
5280.00 EQUIPMENT LEASES & RENT	\$368.32		0.3	\$1,439.27		0.8
5300.00 INSURANCE	\$2,791.00		2.3	\$3,144.00		1.8
5310.00 INTEREST EXPENSE	\$0.00		0.0	\$79.83		0.0
5311.00 FINANCE CHARGES	\$0.00		0.0	\$0.00		0.0
5330.00 MISCELLANEOUS EXPENSES	\$0.00		0.0	\$0.00		0.0
5340.00 OFFICE EXPENSES	\$752.58		0.6	\$1,586.41		0.9
5350.00 PENALTIES	\$0.00		0.0	\$0.00		0.0
5360.00 PERMITS, LICENSES & TARIFFS	\$0.00		0.0	\$36.00		0.0
5370.00 POSTAGE	\$0.00		0.0	\$9.95		0.0
5380.00 PROFESSIONAL FEES	\$0.00		0.0	\$0.00		0.0
5390.00 RECRUITMENT COSTS	\$0.00		0.0	\$39.49		0.0
5400.00 RENT - UNALLOCATED	\$0.00		0.0	\$0.00		0.0
5400.01 RENT - OFFICE	\$488.84		0.4	\$977.68		0.6
5400.06 RENT- NJ OFFICE	\$0.00		0.0	\$2,444.20		1.4
5410.00 REPAIRS & MAINTENANCE	\$79.50		0.1	\$1,310.66		0.7
5415.00 SALES TAX EXPENSE	\$0.00		0.0	\$19.24		0.0
5420.00 SEMINARS & CONVENTIONS	\$0.00		0.0	\$0.00		0.0
5425.00 STATIONERY & PRINTING	\$0.00		0.0	\$570.26		0.3
5430.00 TELEPHONE	\$289.63		0.2	\$5,170.99		2.9
5435.00 TEMPORARY LABOR	\$0.00		0.0	\$0.00		0.0
5440.00 TRASH REMOVAL	\$162.54		0.1	\$809.94		0.5
5450.00 TRAVEL	\$0.00		0.0	\$246.30		0.1
5460.00 UTILITIES	\$739.63		0.6	\$4,304.15		2.4
5470.00 P.U.C. ASSESSMENT	\$0.00		0.0	\$0.00		0.0
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TOTAL INDIRECT & OVERHEAD EXP	\$20,802.61	\$0.00	17.2	\$92,450.14	\$0.00	52.1
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TOTAL EXPENSES	\$39,580.54	\$0.00	32.7	\$178,553.97	\$0.00	100.6

REVENUES:	\$121,158.92	100.0	\$177,545.05	100.0
EXPENSES:	\$39,580.54	32.7	\$178,553.97	100.6
PROFIT <LOSS>:	\$81,578.38	67.3	< \$1,008.92 >	-0.6
	=====	=====	=====	=====
	\$121,158.92	\$121,158.92	\$178,553.97	\$176,536.13

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

The only debts are current items which will be paid
by the Transferor as they fall due.

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SAFETY PROGRAM

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Labor Force

All labor force is trained in how to handle property using proper technique in lifting, securing a load in the truck and secure the area to be worked in for safer conditions for our personnel and customer.

Driver

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

Equipment

All equipment is inspected per D.O.T. requirements, in addition to daily driver checks. All equipment is on a regular preventative maintenance program, including but not limited to oil and lube changes, brake adjustments, tires, etc.

STATEMENT OF TRANSFEREE'S EXPERIENCE

President Daniel F. McGarity has been affiliated in the Moving and Storage Industry for over 20 years, providing both interstate and Pennsylvania transportation, accessorial and storage service.

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MAIL COMPLETED APPLICATION TO:
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
BUREAU OF REGISTRATION AND DISCOVERY
DEPT. 280901
HARRISBURG, PA 17128-0901
TELEPHONE (717) 783-8839



COMMONWEALTH OF PENNSYLVANIA PA COMBINED REGISTRATION FORM

DEPARTMENT USE ONLY

DEPARTMENT USE ONLY
RECEIVED DATE

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DEPARTMENT OF REVENUE & DEPARTMENT OF LABOR AND INDUSTRY

ALL REGISTRANTS MUST COMPLETE SECTIONS 1 THROUGH 13.

TYPE OR PRINT LEGIBLY. USE BLACK INK.

SECTION 1 REASON FOR THIS REGISTRATION

1. <input type="checkbox"/> NEW REGISTRATION	2. <input type="checkbox"/> REINSTATE ENTERPRISE	2a. ENTERPRISE ACCOUNT NUMBER(S) TO BE REINSTATED
3. <input checked="" type="checkbox"/> OTHER (EXPLAIN) N.J. Corp. to operate in Pennsylvania		

SECTION 2 ENTERPRISE INFORMATION

1. DATE OF FIRST OPERATIONS April 16, 1993	2. DATE OF FIRST OPERATIONS IN PA January 1, 1995	3. ENTERPRISE FISCAL YEAR END December 31
4. LEGAL NAME Wayne Moving & Storage of New Jersey, Inc.		5. FEDERAL EMPLOYER IDENTIFICATION NUMBER 22-3226920
6. TRADE NAME (DOING BUSINESS AS) Same		7. ENTERPRISE TELEPHONE NUMBER (609) 235-7500
8. STREET ADDRESS (DO NOT USE P.O. BOX.) 717 Fellowship Road	CITY/TOWN Mt. Laurel	COUNTY Burlington
9. MAILING ADDRESS, IF SAME AS ITEM 8 ENTER "SAME" Same	CITY/TOWN	STATE NJ
10. LOCATION OF ENTERPRISE RECORDS (STREET ADDRESS) 1028 Saunders Lane	CITY/TOWN West Chester	STATE PA

SECTION 3 GENERAL INFORMATION

ANSWER ALL QUESTIONS.

- IS THE ENTERPRISE:
- YES NO PAYING WAGES?
 - YES NO ONE WHICH GAVE PRIOR EMPLOYMENT TO INDIVIDUALS WHO WORKED IN PA? IF YES, UNDER WHICH FEDERAL EIN? _____
 - YES NO ONE WHICH GAVE PRIOR EMPLOYMENT TO PA RESIDENTS WHO WORKED OUTSIDE OF PA? IF YES, UNDER WHICH FEDERAL EIN? _____
 - YES NO REGISTERING AS A RESULT OF A MERGER, CONSOLIDATION, ACQUISITION OF ALL OR PART OF AN EXISTING ENTERPRISE, OR CHANGE IN LEGAL STRUCTURE? IF YES, COMPLETE SECTION 14.
 - YES NO OFFERING PRODUCTS OR SERVICES FOR USE AND/OR CONSUMPTION BY OTHERS? IF YES, COMPLETE SECTION 17, PART 1.
 - YES NO SELLING TIRES ON A RETAIL BASIS AND/OR RENTING OR LEASING MOTOR VEHICLES? IF YES, COMPLETE SECTION 17, PART 1.
 - YES NO MAKING AVAILABLE FOR RENTAL FIVE OR MORE MOTOR VEHICLES DESIGNED TO CARRY FIFTEEN OR LESS PASSENGERS? IF YES, COMPLETE SECTION 17, PART 1.
 - YES NO CONDUCTING RETAIL SALES IN PA AND NOT MAINTAINING A PERMANENT LOCATION IN PA? IF YES, COMPLETE SECTION 17, PARTS 1 & 2.
 - YES NO ACTIVELY PROMOTING SHOWS WHERE PRODUCTS WILL BE OFFERED FOR RETAIL SALE? IF YES, COMPLETE SECTION 17, PARTS 1 & 3.
 - YES NO REQUESTING A SALES TAX EXEMPT STATUS? IF YES, COMPLETE SECTION 17, PARTS 1, 4, 4A, 4B AND 4C.
 - YES NO OPERATING A MOTOR CARRIER VEHICLE (TRUCK) WEIGHING MORE THAN 17,000 LBS.? IF YES, COMPLETE SECTION 18.
 - YES NO OPERATING A MOTORBUS VEHICLE WITH A SEATING CAPACITY OF 20 OR MORE? IF YES, COMPLETE SECTION 18.
 - YES NO SELLING, USING OR TRANSPORTING MOTOR FUELS IN PA? IF YES, COMPLETE SECTION 18.
 - YES NO SELLING, STORING OR STAMPING CIGARETTES? IF YES, COMPLETE SECTION 19.
 - YES NO MANUFACTURING AND/OR DISTRIBUTING SMALL GAMES OF CHANCE? IF YES, COMPLETE SECTION 20.

SECTION 4 AUTHORIZED SIGNATURE

I, THE UNDERSIGNED, DECLARE UNDER THE PENALTIES OF PERJURY THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, CORRECT AND COMPLETE.

AUTHORIZED SIGNATURE 	TITLE President
TYPE OR PRINT NAME Daniel McGarity, Jr.	DATE 11/14/94
PREPARER'S SIGNATURE (IF OTHER THAN OWNER, PARTNER OR CORPORATE OFFICER)	TITLE EXHIBIT H
TYPE OR PRINT NAME Jack A. Firewood	TELEPHONE NUMBER 215-362-5548
	DATE 11/17/94

CERTIFICATE OF INCORPORATION (For Use by Domestic Profit Corporations)

THIS IS TO CERTIFY THAT, there is hereby organized a corporation under and by virtue of the above noted Statute of the New Jersey Statutes.

1. Name of Corporation: WAYNE MOVING AND STORAGE OF NEW JERSEY, INC.

2. Registered Agent: Daniel F. McGarity

3. Registered Office: 717 Fellowship Road (Street and Postal Designation, If Applicable)

(City) Mt. Laurel (State) New Jersey (Zip) 08054

4. The purpose(s) for which this corporation is organized is (are) to engage in any activity within the purposes for which corporations may be organized under N.J.S.A. 14A:1-1 et seq.

5. The aggregate number of shares which the corporation shall have authority to issue is: 1000

6. If applicable, set forth the designation of each class and series of shares, the number in each and a statement of the relative rights, preferences and limitations.

N/A

7. If applicable, set forth a statement of any authority vested in the board to divide the shares into classes or series or both and to determine or change their designation number, relative rights, preferences and limitations.

N/A

8. The first Board of Directors shall consist of 4 Directors (minimum of one)

Name Street Address City State Zip

SEE ATTACHED RIDER

9. Name and Address of Incorporator(s).

Name Street Address City State Zip

Kirk J. Elken 1635 Market Street Philadelphia PA 19103

DMB FILED

APR 16 1993

DANIEL J. DALTON Secretary of State

0838872

10. The duration of the corporation is: perpetual

11. Other provisions:

12. Effective Date (if other than date of filing): (Not to exceed 90 days from date of filing)

IN WITNESS WHEREOF, each individual incorporator being over eighteen years of age has signed this certificate, or if the Incorporator is a corporation has caused this Certificate to be signed by its duly authorized officers this 15th day of April 1993.

Signature: [Handwritten Signature]

Signature: _____

Signature: _____

Signature: _____

The purpose of this form is to simplify the filing requirements of the Secretary of State and does not replace the need for competent legal advice.

0100549791

LIST OF CORPORATE OFFICERS AND STOCKHOLDERS

<u>Name</u>	<u>Address</u>	<u>Stock %</u>
Daniel F. McGarity, President	1032 North New Street West Chester, PA 19380	40
Michael J. Donnelly, Treasurer	481 Scott Drive West Chester, PA 19380	20
K. Richard McCardell, Jr., Vice-President	1146 Pothouse Road Phoenixville, PA 19460	20
Christopher Swanson, Secretary	417 Spruce Drive Exton, PA 19341	20

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PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17105-3265

Public Meeting held January 21, 1993

Commissioners Present:

David W. Rolka, Chairman
Joseph Rhodes, Jr., Vice-Chairman
Wendell F. Holland, Commissioner

Request of Andrew Mason

A-00110382

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C R D E R

BY THE COMMISSION:

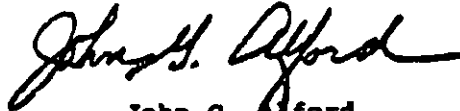
This matter comes before the Commission upon letter request of Andrew Mason that his compliance order issued under date of October 28, 1992 be amended to stand in the name of Exodus Van Lines of Pennsylvania, Inc.

Upon review of the request, it appears that the necessary filings have been made and that there is no change in the ownership or control of the business; THEREFORE,

IT IS ORDERED: That the request be and is hereby approved and that the compliance order issued under date of October 28, 1992 to Andrew Mason at A-00110382 be amended to stand in the name of Exodus Van Lines of Pennsylvania, Inc.

IT IS FURTHER ORDERED: That the applicant shall comply in all other respects with the Commission's compliance order issued October 28, 1992.

BY THE COMMISSION,



John G. Alford
Secretary

(SEAL)

ORDER ADOPTED: January 21, 1993

ORDER ENTERED: JAN 26 1993

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17105-3265

Public Meeting held October 22, 1992

Commissioners Present:

David W. Rolka, Chairman
Joseph Rhodes, Jr., Vice-Chairman
Wendell F. Holland, Commissioner

Application of Andrew Mason for the transfer
of all of the operating rights of American
Business Support Services, Inc., under the
certificate issued at A-00107948 subject to
the same limitations and conditions.

A-00110382

Andrew Mason per se.

O R D E R

BY THE COMMISSION:

This matter comes before the Commission on an application filed July 25, 1992. Public notice of the application was given in the Pennsylvania Bulletin of September 5, 1992. The unopposed application is certified to the Commission for its decision without oral hearing.

Andrew Mason (applicant or Mason) is an individual seeking to initiate common carrier service through the acquisition of transferor's rights. Applicant will conduct operations from 511 Candace Lane, Villanova, Montgomery County. Mason is affiliated with another carrier, Exodus Van Lines, an interstate carrier of which he is president. Applicant has been involved in the household goods moving business for over six (6) years and submits that he has the necessary experience to provide the service under the authority to be transferred. The equipment to be used to render the proposed service is a van. All equipment is subject to a rigorous maintenance program and drivers perform both pre-trip and post-trip inspection of the vehicle. Any defects discovered during those inspections are repaired before the vehicle is used in providing any service. All drivers must undergo complete physicals, take a written examination, pass a comprehensive road test and pass a drug test. Physical examination and drug testing are administered on a biennial basis. Drivers' performance is continually monitored and safety is stressed through safety meetings.

The total consideration for the rights is \$7,000. No tangible assets are involved. The sales agreement requires the consideration to be paid as follows: seven hundred (\$700) dollars has been paid as a deposit and shall be held in escrow by Sataloff Transportation Consultants, Inc. Upon approval by the PUC, closing shall occur within five (5) days after entry of the Commission order approving the transfer.

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

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

We find:

1. The applicant is fit, willing and able to provide the service proposed.
2. Transfer of the authority is in the public interest and is necessary for the continued accommodation and convenience of the public; THEREFORE,

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

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

with all of the above rights further subject to the following general conditions:

1. That the approval hereby given is not to be understood as committing the Commission, in any proceedings that may be brought before it for any purpose, to fix a valuation on the rights to be acquired by applicant from the present certificate holder equal to the consideration to be paid therefor, or equal to any value that may be placed thereon

by applicant, or to approve or prescribe rates sufficient to yield a return thereon.

2. That applicant shall not record in his utility accounts any amount representing the rights herein granted in excess of the actual cost of such rights to the original holder thereof.
3. That the \$7,000 consideration paid by applicant for the rights and going concern value of the business be capitalized by applicant in Account 1550 - Other Intangible Property or in the alternative be charged off against applicant's ownership equity less any amount recorded under condition 2 above; provided the latter is sufficient in amount to absorb said charge off.

IT IS FURTHER ORDERED: That the applicant shall not engage in any transportation granted herein until he has complied with the requirements of the Pennsylvania Public Utility Code and the rules and regulations of this Commission relative to the filing and acceptance of evidence of insurance and a tariff establishing just and reasonable rates.

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

IT IS FURTHER ORDERED: That the authority granted herein, to the extent that it duplicates authority now held by or subsequently granted to the carrier, shall not be construed as conferring more than one operating right.

IT IS FURTHER ORDERED: That in the event said applicant has not, on or before sixty (60) days from the date of the service of this order, complied with the requirements hereinbefore set forth, the application shall be dismissed without further proceedings.

IT IS FURTHER ORDERED: That upon compliance with this order, the rights granted the transferor, American Business Support Services, Inc. at A-00107948 be cancelled and the record be marked closed.

BY THE COMMISSION,



John G. Alford
Secretary

(SEAL)

ORDER ADOPTED: October 22, 1992

ORDER ENTERED: OCT 28 1992

February 17, 1995

Wayne Moving and Storage
of New Jersey, Inc.
717 Fellowship Road
Mt. Laurel, NJ 08054

In Re: A-00111647 - Wayne Moving and Storage of New Jersey, Inc.

Dear Sir:

Acknowledgement is made of an application filed by you on behalf of Wayne Moving and Storage of New Jersey, Inc.

The application has been captioned as attached and will be submitted for review, provided no protests are filed on or before March 13, 1995

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

You are further advised that the above application will be published in the Pennsylvania Bulletin of February 18, 1995.

Very truly yours,

PSM:rp
cc: Applicant

**DOCUMENT
FOLDER**

Peter S. Marzolf - Supervisor
Application Review Section
Bureau of Transportation & Safety

A-00111647 WAYNE MOVING AND STORAGE OF NEW JERSEY, INC. (717 Fellowship Road, Mt. Laurel, NJ 08054) a corporation of the State of New Jersey - (1) household goods in use, between points in the city and county of Philadelphia; and (2) household goods in use, from points in the city and county of Philadelphia, to points in Pennsylvania within an airline distance of fifty (50) statute miles of the Philadelphia City Hall, and vice versa: which is to be a transfer of part of the rights authorized under the certificate issued at A-00110382 to Exodus Van Lines of Pennsylvania, Inc., subject to the same limitations and conditions.

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

FEB 18 1995

Published in Pennsylvania Bulletin

BUREAU OF TRANSPORTATION & SAFETY
COMMON CARRIER
JANUARY 1995

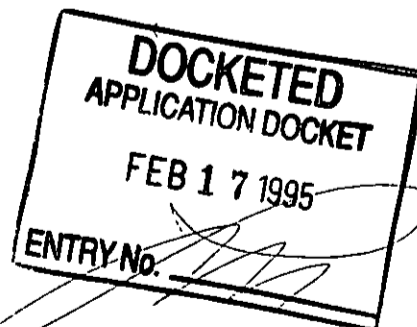
A-00111647

Application of Wayne Moving and Storage for New Jersey, Inc., a corporation of the State of New Jersey, for the right to begin to transport, as a common carrier, by motor vehicle, as a Class D carrier, (1) household goods in use, between points in the city and county of Philadelphia; and (2) household goods in use, from points in the city and county of Philadelphia, to points in Pennsylvania within an airline distance of fifty (50) statute miles of the Philadelphia City Hall, and vice versa: which is to be a transfer of part of the rights authorized under the certificate issued at A-00110382 to Exodus Van Lines of Pennsylvania, Inc., subject to the same limitations and conditions.

LKF:lg
2/6/95

Application Received: 11-15-94
Application Docketed: 12-29-94

DOCUMENT
FOLDER



Protests due _____

MAR 13 1995