

APPLICATION

A-00113647 F1 AM A

METTE, EVANS & WOODSIDE

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

HOWELL C. METTE
JAMES W. EVANS
ROBERT MOORE
CHARLES B. ZWALLY
PETER J. RESSLER
LLOYD R. PERSUN
CRAIG A. STONE
JAMES A. ULSH
DANIEL L. SULLIVAN

STEVEN D. SNYDER
CHRISTOPHER C. CONNER
ELYSE E. ROGERS
JEFFREY A. ERNICO
ANDREW H. DOWLING
MICHAEL D. REED
ROBERT P. HAYNES III
PAULA J. LEICHT
GARY J. HEIM

3401 NORTH FRONT STREET
P.O. BOX 5950
HARRISBURG, PA 17110-0950

TELEPHONE
(717) 232-5000

FAX
(717) 236-1816

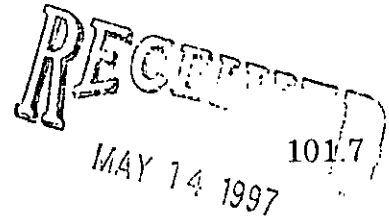
<http://www.mette.com>

DAVID A. FITZSIMONS
MICHAEL D. PIPA
GUY P. BENEVENTANO
THOMAS E. SMIDA
ROBYN KATZMAN BOWMAN
JOHN E. YANINEK
KATHLEEN DOYLE YANINEK
DANIEL M. CAMPBELL
ANTHONY T. LUCIDO

TODD A. FULLER
ELIZABETH J. GOLDSTEIN*
BRADLEY A. WALKER
JEFFREY T. RUSSELL*

RETIRED
ROBERT E. WOODSIDE
*NJ BAR

May 14, 1997



Re: Application of Geo. W. Weaver & Son, Inc.

Secretary
Pennsylvania Public Utility Commission
North Office Building
Harrisburg, PA 17120

Dear Sir:

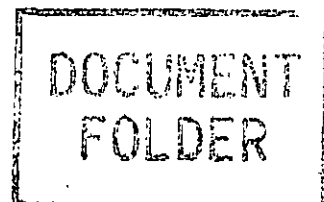
We file herewith on behalf of Geo. W. Weaver & Son, Inc., the Applicant, the original and two (2) copies of its Application seeking approval of its acquisition of assets and operating authority of Penn-Hershey Transfer, Inc. as more particularly described in the application. You will also find enclosed the company's check in the amount of \$350.00 to pay the filing fee.

Very truly yours,

Lloyd R. Persun

LRP:hmc
Enclosures
HAND DELIVERED

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97 MAY 13 PM 3:44
P.A.P.U.C.
PROTHONOTARY'S OFFICE



BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Geo. W. Weaver &
Son, Inc. for approval of the transfer
and the beginning of the exercise
of the right as a common carrier
described at Docket No. 92827,
and all folders and amendments
thereunder, for the transportation
of property, household goods and
office furniture, in use, as more
particularly described therein.

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Application Docket No. ~~863 560~~
BUREAU OF
TRANSPORTATION & SAFETY
70 2302

TO: THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

1. The name, address and telephone number of Applicant are:

Geo. W. Weaver & Son, Inc.
165 Lamont Street
New Cumberland, PA 17070
(717) 774-7835

DOCKETED
APPLICATION DOCKET

JUN 02 1997

ENTRY No. _____

2. The name, address and telephone number of Transferor are:

Penn-Hershey Transfer, Inc.
R. D. 1, Box 148-D
Hershey, PA 17033
(717) 533-2000

3. The name, address and telephone number of Applicant's

attorneys are:

A-113647
AM-A

F1 AM-A
F1 Am-A

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DOCUMENT
FOLDER

Lloyd R. Persun, Esquire
Mette, Evans & Woodside
3401 North Front Street
P.O. Box 5950
Harrisburg, PA 17110-0950
(717) 232-5000

4. Applicant is a Pennsylvania corporation. It now transports as a Class D carrier household goods in use pursuant to Certificate of Public Convenience heretofore issued by your Commission.

5. Applicant desires to transport as a Class D carrier property, household goods and furniture in use under operating authority presently exercised by Transferor. Applicant and Transferor have entered into an Agreement providing for the sale and purchase of such operating authority and certain tangible personal property. A true and correct copy of such Agreement is attached hereto as Exhibit "A" and made a part hereof.

6. Except as authorized by your Commission, Applicant is not now operating as a common or contract carrier. It is financially able to provide adequate service to the public. Exhibit "B" attached hereto and made a part hereof is a true and correct copy of Applicant's balance sheet as of December 31, 1996 and income statement for the calendar year then ended. Applicant's financial condition has not changed materially since that date.

7. Neither Applicant nor its stockholders are in control of or affiliated with any other motor, rail, water, express or other carrier, except Harrisburg Transfer Company. Harrisburg Transfer Company is authorized by the Interstate Commerce Commission to transport property between points in interstate commerce. Harrisburg Transfer Company possesses no operating authority from your Commission.

8. Applicant proposes to begin furnishing service immediately upon receipt of the Certificate of Public Convenience from your Commission evidencing its right to do so. Transferor will pay its business debts prior to Closing.

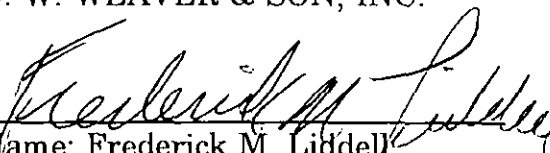
9. Exhibit "C" attached hereto and made a part hereof is a statement of the gross common carrier intrastate operating revenues of Transferor and its predecessor for each of the past three years.

10. All General Assessments which have been made against Transferor as a common carrier and Applicant as a common carrier pursuant to applicable provisions of the Public Utility Code have been paid. Unless paid by Transferor, Applicant hereby agrees to assume and to pay any General Assessments that may be made pursuant to the provisions of the Public Utility

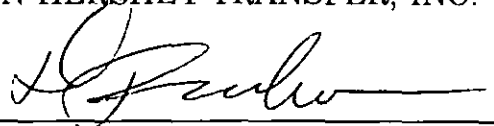
Code against Transferor as a common carrier for any and all operating periods to the actual date of the approval of the transfer of the Certificate.

WHEREFORE, Transferor and Applicant respectfully request that your Honorable Commission enter an Order evidencing approval of the sale and purchase contemplated by this Application.

APPLICANT:
GEO. W. WEAVER & SON, INC.

By: 
Name: Frederick M. Liddell
Title: President


TRANSFEROR:
PENN-HERSHEY TRANSFER, INC.

By: 
Name: D. Frederick Weaver
Title: President

AFFIDAVIT OF TRANSFEROR

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF *Dauphin* : SS:
:

Personally appeared before me, a notary public, in and for said County and Commonwealth, D. Frederick Weaver, who being duly sworn according to law, deposes and says that he is President of Penn-Hershey Transfer., Inc. which is the holder of the Certificate of Public Convenience proposed to be transferred to Geo. W. Weaver & Son, Inc., the Applicant; that the facts contained in the foregoing Application are true and correct to the best of his knowledge and belief.



D. Frederick Weaver

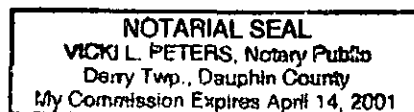
SWORN TO AND SUBSCRIBED
before me this *7th* day
of *May*, 1997.



Notary Public

My Commission Expires: *4/14/01*

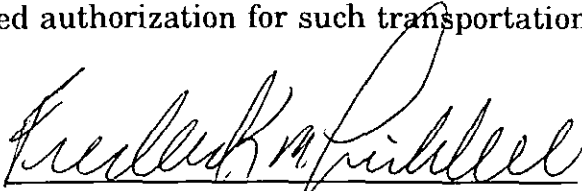
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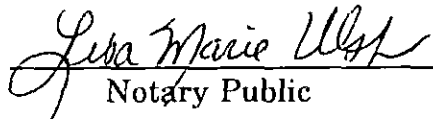
AFFIDAVIT OF TRANSFEREE OR APPLICANT

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Dauphin : SS:
:

Personally appeared before me, a notary public, in and for said County and Commonwealth, Frederick M. Liddell, who being duly sworn according to law deposes and says that he is President of Geo. W. Weaver & Son, Inc., the Applicant and Transferee; that the facts contained in the foregoing Application are true and correct to the best of his knowledge and belief; that such corporation is not now engaged in any intrastate transportation of persons or property for compensation in Pennsylvania except as authorized by Certificate of Public Convenience and will not engage in the transportation for which approval is herein sought unless and until the corporation shall have received authorization for such transportation.

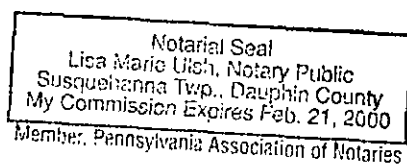

Frederick M. Liddell

SWORN TO AND SUBSCRIBED
before me this 13th day
of May, 1997.


Notary Public

My Commission Expires:

(SEAL)



December 31, 1996

ASSETS

GEO. W.
WEAVER &
SONS, INC.

CURRENT ASSETS

Cash in bank and on hand	\$7,853
Investments	59,595
Accounts receivable-trade	136,314
Accounts receivable-employees	715
Note receivable	
Loans receivable-affiliated companies	926,733
Inventory	9,546
Prepaid expenses	47,879
Total Current Assets	<u>1,188,635</u>

PROPERTY AND EQUIPMENT

Land	
Building	
Revenue equipment	761,433
Leased property under capital lease	
Service cars and equipment	86,812
Furniture and office equipment	50,777
Total	<u>899,022</u>
Less accumulated depreciation	<u>(737,118)</u>
Net Property and Equipment	<u>161,904</u>

OTHER ASSETS

Note receivable	
Deposits	
Deferred corporate income taxes	(7,583)
Franchises	750
Loan acquisition costs	815
Investment	
Total Other Assets	<u>(6,018)</u>

Total Assets

1,344,521

December 31, 1996

LIABILITIES AND STOCKHOLDER'S EQUITY

GEO. W.
WEAVER &
SONS, INC.

CURRENT LIABILITIES	
Accounts payable-trade	\$50,916
Loans payable-affiliated companies	\$261,189
Notes payable-current portion	68,158
Accrued corporate taxes	7,692
Accrued payroll and payroll taxes	7,948
Deposits received	454
Total Current Liabilities	<u>396,357</u>
LONG-TERM LIABILITIES	
Notes payable-long-term portion	151,980
Accounts payable-officer	33,570
Deferred commissions	25,000
Deferred corporate income taxes	
Total Long-term Liabilities	<u>210,550</u>
Total Liabilities	<u>606,907</u>
STOCKHOLDERS' EQUITY	
Common stock	20,100
Additional paid in capital	642
Retained earnings	716,872
Treasury stock	
Total Stockholders' Equity	<u>737,614</u>
Total Liabilities and Stockholders' Equity	<u>1,344,521</u>

For the Year Ended December 31, 1996

	GEO. W. WEAVER & SONS, INC.	
Revenue	\$ 2,388,059	✓
Operating Expenses	<u>1,524,228</u>	✓
Gross Profit	863,831	✓
General & Administrative Expenses	<u>853,540</u>	✓
Income from Operations	10,291	✓
Other Income	<u>(4,331)</u>	
Net Income Before Provision for Corporate Taxes	5,960	
Provision for Corporate Taxes	<u>8,956</u>	
Net Income	(2,996)	✓
Retained earnings – beginning of year	<u>719,868</u>	
Retained earnings – end of year	<u><u>716,872</u></u>	

For the Year Ended December 31, 1996

GEO. W.
WEAVER &
SONS, INC.

REVENUE

Booking commissions	\$ 184,855
Moving revenue-local	855,319
Moving revenue-intrastate	245,575
Moving revenue-interstate	604,212
Moving revenue-electronics	
Cellular site work	
Freight	211,970
Packing and unpacking	284,970
Storage revenue	
Merchandise handling revenue	
Household goods labor	
Other operating revenue	1,158
Total Revenue	<u>2,388,059</u>

OTHER INCOME

Interest income	163
Unrealized gain (loss) on Investments	(6,344)
Gain (loss) on sale of investments	0
Gain (loss) on sale of property and equipment	1,850
Total Other Income (Loss)	<u>(4,331)</u>

For the Year Ended December 31, 1996

GEO. W.
WEAVER &
SONS, INC.

Operating Expenses	
Agent fees	\$ 2,488
Building repairs	
Claims	15,154
Depreciation	78,165
Drivers' travel expense	62,380
Equipment rental	5,364
Freight	110
Gas and fuel	82,486
Insurance-group	61,428
Insurance-liability	77,673
Insurance-workmens' compensation	47,829
Miscellaneous expenses	4,330
Cellular site work expense	
Outside labor	32,432
Packing supplies	91,288
Pension	
Rent	43,175
Supplies-warehouse	7,357
Taxes-other	23,243
Taxes-payroll	74,677
Taxes-real estate	
Tires and tubes	(1,687)
Utilities	
Vehicle licenses & registration	10,924
Vehicle and equipment repairs	100,916
Wages	704,496
Total Operating Expenses	<u>1,524,228</u>

For the Year Ended December 31, 1996

GEO. W.
WEAVER &
SONS, INC.

General & Administrative Expenses

Advertising	\$ 19,086
Bad debts	695
Charitable contributions	300
Conventions and meetings	29,089
Deferred compensation	4,344
Depreciation	8,910
Dues and subscriptions	1,581
Employee health insurance	25,922
Insurance-workmen's compensation	1,296
Interest expense	27,520
Maintenance	6,073
Office supplies	24,092
Outside labor	
Payroll taxes	28,709
Pension and retirement expense	14,455
Postage	2,407
Professional services	25,038
Telephone and communications	24,579
Travel and entertainment	10,241
Utilities	
Wages	<u>599,203</u>
Total General & Administrative Expenses	<u><u>853,540</u></u>

AGREEMENT

AGREEMENT made this 13th day of May, 1997, by and between PENN-HERSHEY TRANSFER, INC., a Pennsylvania corporation maintaining its place of business at R. D. 1, Box 148-D, Hershey, Pennsylvania 17033 (the "Seller") and GEO. W. WEAVER & SON, INC., a Pennsylvania corporation maintaining its place of business at 165 Lamont Street, New Cumberland, Pennsylvania 17070 (the "Buyer").

WHEREAS, Seller has transported as a Class D carrier household goods and office furniture in use and other property in accordance with the operating authority more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Operating Authority");

WHEREAS, in providing such service Seller owns and operates two trucks, a cube van, office furniture, equipment and supplies more particularly described on Exhibit "B" attached hereto and made a part hereof (collectively the "Tangible Personal Property"); and

WHEREAS, Seller desires to sell and Buyer desires to purchase the Operating Authority and the Tangible Personal Property upon terms and conditions hereinafter contained.

NOW, THEREFORE, Seller and Buyer, intending to be legally bound hereby, covenant and agree as follows:

1. At Closing, Seller shall convey the Operating Authority and the Tangible Personal Property to Buyer free and clear of all claims, liens, security interests and encumbrances. Closing shall occur within twenty (20) days after entry of a Final Order by the Pennsylvania Public Utility Commission (the "Commission"), evidencing its approval of the sale and purchase herein contemplated. If such approval is not obtained on or before December 31, 1997, then Buyer at its option exercised in writing may terminate this Agreement. If such option is not exercised in writing delivered to Seller by January 7, 1998, then such option shall be deemed conclusively to have been waived.

2. The purchase price shall be Ninety Thousand Dollars (\$90,000.00). The purchase price shall be allocated \$10,000.00 to the Operating Authority, \$75,000.00 to the two (2) Chevrolet trucks and cube van, and \$5,000.00 to the office furniture, warehouse tools, supplies and skid mounted storage building. Upon the signing hereof, Buyer shall deposit with its attorneys the sum of \$7,500.00 (the "Deposit") which shall be applied to the purchase price at closing. The purchase price shall be paid at Closing by Buyer's delivering to Seller the Deposit, a certified or cashier's check payable to the order of Seller in the amount

of \$57,500.00 and a Judgment Note in the original principal amount of \$25,000.00 substantially in the same form and substance as Exhibit "C" attached hereto and made a part hereof.

3. At Closing, Seller shall convey to Buyer all right, title and interest in the Operating Authority, the Tangible Personal Property and the trade name Penn-Hershey Transfer, Inc., Inc. free and clear of all claims, liens, security interests and encumbrances. Such conveyance shall be by Bill of Sale in form and substance reasonably acceptable to Buyer. Seller shall be responsible for paying all annual assessments imposed by the Commission by reason of the exercise of the Operating Authority until the date of Closing. Seller at its expense shall satisfy the bulk sale requirements of The Fiscal Code as amended and the Tax Reform Code of 1971 as amended. At Closing, Seller shall present to Buyer a certificate from the Department of Revenue showing that all state tax reports have been filed and all state taxes have been paid to and including the date of Closing.

4. At and before Closing, Seller at its expense shall release and convey unto Buyer all right, title and interest in the telephone numbers 717-533-2000. At and before Closing, Seller shall use its best efforts to convince the local exchange telephone company(ies) to reassign such telephone numbers to Buyer.

5. Seller represents and warrants to Buyer as follows:

(a) Seller is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania, which is the only jurisdiction in which it is or is required to be qualified to do business.

(b) Seller's execution, delivery and performance of this Agreement and its carrying out the transactions contemplated by this Agreement have been duly and effectively authorized and approved and this Agreement represents a valid, legally binding and enforceable obligation of Seller.

(c) Seller shall pay all creditors, secured and unsecured, for services rendered and supplies or property provided by them to or for the benefit of Seller through Closing. Buyer shall not assume or be responsible for such obligations. Seller, its only shareholder, D. Frederick Weaver, and his wife, Anna Mae Weaver, shall defend, indemnify, and hold Buyer harmless against such obligations.

(d) Until Closing, Seller shall conduct its business only in the ordinary course. Seller is in compliance with all rules and regulations of the Commission.

(e) Seller's employees are not represented by or members of any labor union. No labor union has filed any petition with the National Labor Relations Board or the Pennsylvania Labor Relations Board seeking to represent Seller's employees.

(f) Seller participates in Tariff Freight Pa. P.U.C. No. 51 (51-W) "over 40 mile tariff" published by Tristate Household Goods Tariff Conference, Inc.

These representations and warranties shall survive Closing.

6. Buyer represents and warrants to Seller as follows:

(a) Buyer is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania.

(b) Buyer's execution, delivery and performance of this Agreement and its carrying out the transactions contemplated by this Agreement have been duly and effectively authorized and approved and this Agreement is a valid, legally binding and enforceable obligation of Buyer.

7. Immediately upon the parties' execution of this Agreement, Seller at its expense shall participate in Tariff Freight Pa. P.U.C. No. 50 (50-T) "under 40 mile tariff" published by Tristate Household Goods Conference, Inc. Such participation shall be a condition precedent to Buyer's duty to close on this Agreement. If Seller fails to participate in such tariff immediately upon the parties' execution of this Agreement, then at Seller's option this Agreement shall terminate, the Deposit shall be delivered to Seller and thereafter neither party shall have any liability to the other hereunder.

8. Within ten (10) days after the execution of this Agreement by Seller, Buyer and the Indemnitors, the parties at Buyer's expense shall file an application with the Commission seeking its approval of the sale and purchase contemplated hereby to the extent required by law. The parties shall cooperate with each other in the filing and prosecution of such applications.

9. D. Frederick Weaver and Anna Mae Weaver, husband and wife, residing at 1245 Edgewood Drive, Hummelstown, Pennsylvania 17036 (the "Indemnitors") by their Consent and Joinder hereto shall defend, indemnify and hold Buyer harmless against any and all liability, damages and costs (including but not limited to attorneys' fees) arising out of or resulting from any breach by Seller of any covenant, agreement or warranty contained herein or the falsity or inaccuracy of any representation or warranty contained herein. At Closing, Indemnitors shall execute an indemnity substantially in the same form and substance as Exhibit "D" attached hereto and made a part hereof.

10. By his Consent and Joinder hereto, D. Frederick Weaver covenants and agrees that for a period of three (3) years from the date of Closing he will not directly or indirectly, except as consultant to Buyer, own, manage, operate, join, control or participate in the ownership, management, operation or control of any business engaged in the transportation of household goods or office furniture in use or other property between points in or originating from points in or engage in warehousing anywhere in the Counties of Cumberland, Dauphin, York and/or Lebanon, Pennsylvania. The consideration for this covenant not to compete shall be \$24,000.00 which shall be paid in three (3) annual installments of \$8,000.00 each beginning on the date of Closing and continuing thereafter on the first anniversary date and the second anniversary date of Closing.

11. By his Consent and Joinder hereto, D. Frederick Weaver shall execute at Closing a consulting agreement in form and substance substantially as shown in Exhibit "E" attached hereto and made a part hereof.

12. Indemnitors are the owners of the real property and improvements erected thereon located along Pennsylvania Route 743 South and known as R. D. #1, Box 148-D, in Derry Township, Dauphin County, Pennsylvania, where Seller's place of business is located (the "Real Property"). At Buyer's option, Indemnitors shall lease to Buyer office space on the ground floor of the building located on the Real Property consisting of 500 square feet, two (2) "storemore spaces" located on the Real Property, each consisting of 300 square feet (10 feet by 30 feet) and parking on the Real Property sufficient in Buyer's opinion to accommodate not more than three (3) straight trucks (the "Leasehold"). No smoking will be permitted within the Leasehold. Normal business hours at the Leasehold will be 7:30 a.m. to 5:00 p.m. Buyer shall not be obligated to pay any rent during the initial two (2)-month period of the lease. Thereafter, the rent shall be \$110.00 per month for each storemore space, \$350.00 per month for the office space and \$100.00 per month for the parking. Buyer shall pay all public utility expenses associated with the Leasehold during the term of such lease. Indemnitors shall pay all other expenses associated with the Real Property and the Leasehold during the term of such lease. The term of the lease shall be at Buyer's option for a period not to exceed one (1) year from the date of Closing.

Buyer in its sole discretion may terminate the lease at any time during such year without premium or penalty. Upon any such termination, Buyer shall not be obligated to pay any further rent or public utility expenses associated with the Leasehold.

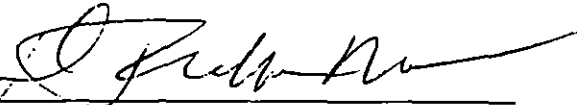
13. Closing shall be held at the law offices of R. Eric Pierce, Esquire, 73 Cedar Avenue, Hershey, Pennsylvania 17033, at such other place as the parties may mutually agree upon in writing.

14. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, representatives, successors and assigns. Neither party may assign this Agreement or any interest herein without the prior written consent of the other party. This Agreement contains the entire understanding between the parties with respect to the sale and purchase contemplated hereby and supersedes all prior oral and written agreements and understandings between the parties or their respective shareholders. In the event of any default hereunder by Seller, Buyer at its option exercised in writing delivered to Seller may terminate this Agreement and thereupon this Agreement shall terminate, the Deposit shall be returned to Buyer and thereafter neither party shall have any liability to the other hereunder. In the event of a default hereunder by Buyer, Seller at its option exercised in writing delivered to Buyer

may terminate this Agreement and thereupon this Agreement shall terminate, the Deposit shall be delivered to Seller as liquidated damages for such breach and thereafter neither party shall have any liability to the other hereunder. Such remedies are the sole and exclusive remedies for any breach hereunder except as provided in paragraphs 5 and 9 hereof and in Exhibits "C" and "D" attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year above first written by their respective duly authorized officers.

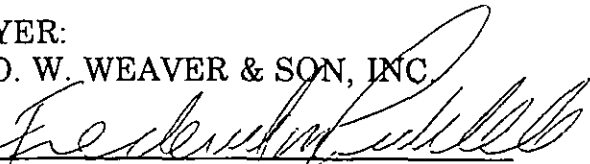
SELLER:
PENN-HERSHEY TRANSFER, INC.

By: 

Name: D. Frederick Weaver

Title: President

BUYER:
GEO. W. WEAVER & SON, INC.

By: 

Name: Frederick M. Liddell

Title: President

CONSENT AND JOINDER

We, D. Frederick Weaver and Anna Mae Weaver, husband and wife,
do hereby consent to and join in paragraphs 5, 9, 10, 11 and 12 of the foregoing
Agreement and Exhibits "D" and "E" attached thereto and made a part thereof for
the purposes there intended. We intend to be legally bound hereby.

<u>A. S. P.</u> Witness	<u>5/7/97</u> Date	<u>D. Frederick Weaver</u> (SEAL) D. Frederick Weaver
<u>(As to both)</u> Witness	<u>5/7/97</u> Date	<u>Anna Mae Weaver</u> (SEAL) Anna Mae Weaver

EXHIBIT "A"

To transport, as a Class D carrier, household goods and office furniture, in use, between points in Hershey, Dauphin County, and within nine (9) miles by the usually traveled highways of the limits of Hershey.

To transport, as a Class D carrier, household goods and office furnishings, in use, from points in Hershey, Dauphin County, and within nine (9) miles by the usually traveled highways of the limits of Hershey to other points in Pennsylvania, and vice versa.

To transport, as a Class B carrier, property, between points in Hershey, Dauphin County, and within five (5) miles by the usually traveled highways, of the limits of Hershey.

PENN-HERSHEY TRANSFER, INC. - MOVING & STORAGE

FURNITURE, FIXTURES & EQUIPMENT LIST

OFFICE FURNITURE

2 desks/chairs
1 typewriter
3 file cabinets (4 drawer)
table/5 chairs
safe - large floor
fax machine/stand
copier/stand
corner cupboard
microwave/stand
refrigerator
locker (2 sets)
clothes tree

WAREHOUSE

1 Craftsman tool set and tool chest
air compressor
power washer
storage cabinet/tools
1 lot of wooden shelving
8 rolling carts
6 step ladders
1 Clark fork lift/with rug pole/fork extenders
1 pallet jack
6 dollies (4 wheel)
5 dollies (2 wheel)
5 dollies (refrigerator)
20 dozen pads

TRUCKS

2 Chevrolet trucks 1992 26 feet
1 Chevrolet cube van 1995

All trucks are equipped with 6 dozen pads, 2 dozen pad savers, 1 refrigerator dolly, 1 piano dolly, straps, rubber bands, fire extinguishers, fiberglass walkboards 8' and 10', first-aid kits and toolboxes.

SUPPLIES

1 lot - bill of ladings (local, puc, long distance)
inventory papers/stickers
1 lot - boxes, packing materials, etc.

OUTSIDE

12' x 8' storage building - skid mounted

EXHIBIT "B"

DFW. 5/7/97
Q.Y.M. 5/7/97
F.M.L. 5/13/97

PROMISSORY NOTE

\$25,000.00

, 1997
Harrisburg, PA

GEO. W. WEAVER & SON, INC., a Pennsylvania corporation (hereinafter the "Maker"), for value received and intending to be legally bound hereby does hereby promise to pay to the order of PENN-HERSHEY TRANSFER, INC., a Pennsylvania corporation, its successors and assigns, the principal sum of Twenty Five Thousand Dollars (\$25,000.00) and interest on the unpaid amount of said principal sum from the date hereof at the rate of 8.25% per annum, payable in equal monthly installments of \$786.30 each, beginning , 1997, and continuing monthly thereafter on the same date either until maturity hereof or, at the option of Obligor, until the principal of this Promissory Note is prepaid in the manner hereinafter provided. All payments of principal and interest shall be made in lawful money of the United States of America. Any principal or interest not paid when due shall bear interest at the rate of 8.25% per annum until paid.

The principal of this Promissory Note may be prepaid in whole or in part without penalty at any time. No such prepayment shall reduce the amount of the monthly payments required to be made hereunder. If the principal of this Promissory Note or any portion thereof is prepaid as aforesaid, interest shall cease to accrue on this Promissory Note or on the prepaid portion hereof as applicable from and after the date of such prepayment.

Principal and interest shall be payable at 1246 Edgewood Drive, Hummelstown, Pennsylvania 17036 or at such other place within the United States of America as Payee from time shall designate in writing to Obligor.

EXHIBIT "C"

This Promissory Note is executed in accordance with the terms and provisions of that certain Agreement dated _____, 1997 by and between Penn-Hershey Transfer, Inc. as Seller and Obligor as Buyer (hereinafter the "Agreement"). The Agreement is incorporated herein by reference as if fully set forth herein.

Maker may set off any amounts payable hereunder to Penn-Hershey Transfer, Inc., its successors and assigns, against any liability, damages or costs (including but not limited to attorneys' fees) sustained by Maker arising out of or resulting from the breach by Penn-Hershey Transfer, Inc., its successors and assigns, of any covenant, agreement or warranty contained in the Agreement or by reason of the falsity or inaccuracy of any representation or warranty made by Penn-Hershey Transfer, Inc. in the Agreement. Maker in its sole discretion shall have the right to determine the amount of such set off and the date when it shall occur and Maker's determination shall be final and controlling in all events. Maker's exercise of such set off shall not be deemed a breach of or default by Maker under the Agreement or this Promissory Note.

IN WITNESS WHEREOF, Maker has executed this Promissory Note the day and year above first written by its duly authorized officer.

GEO. W. WEAVER & SON, INC.

By: _____
Name: Frederick M. Liddell
Title: President

ATTEST:

Secretary

[CORPORATE SEAL]

INDEMNITY

, hereby agrees to indemnify, defend and save and hold harmless Geo. W. Weaver & Son, Inc., its shareholders, officers, directors, employees, agents, successors and assigns (collectively the "Indemnified Party"), from and against and to reimburse the Indemnified Party with respect to any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including but not limited to reasonable attorneys' fees and expenses, court costs and costs of appeal) asserted against or incurred by the Indemnified Party by reason of or arising out of the breach of any covenant, agreement or warranty or the falsity or inaccuracy of any representation or warranty contained in that certain Agreement dated _____, 1997 by and between Penn-Hershey Transfer, Inc. as Seller and Geo. W. Weaver & Son, Inc. as Buyer.

We hereby acknowledge that the sale and purchase contemplated by the Agreement will benefit us individually and that Geo. W. Weaver & Son, Inc. will not enter into such sale and purchase without our providing this Indemnity. We intend to be legally bound hereby.

IN WITNESS WHEREOF, we have hereunto set our hand(s) and seal(s) this _____ day of _____, 1997.

_____ Witness	_____ D. Frederick Weaver
	(SEAL)
_____ Witness	_____ Anna Mae Weaver
	(SEAL)

EXHIBIT "D"

CONSULTING AGREEMENT

CONSULTING AGREEMENT made this day of ,
1997, by and between GEO. W. WEAVER & SON, INC., a Pennsylvania
corporation maintaining its principal place of business at 165 Lamont Street, New
Cumberland, Pennsylvania 17070 (the "Corporation") and D. FREDERICK
WEAVER, an adult individual residing at 1245 Edgewood Drive, Hummelstown,
Pennsylvania 17036 (the "Consultant").

WHEREAS, Consultant is the only shareholder of Penn-Hershey
Transfer, Inc., a Pennsylvania corporation ("Penn-Hershey"), which by its
Agreement dated March , 1997 with the Corporation agreed to sell certain
operating authority and assets to the Corporation (the "Agreement");

WHEREAS, the Corporation requires the consulting services of the
Consultant due to his experience and management in the operation of the business
of transporting household goods and office furniture in use and other property in
the conduct of Penn-Hershey's business; and

WHEREAS, Consultant is willing to provide such consulting services
under and subject to the terms and conditions hereinafter contained.

EXHIBIT "E"

NOW, THEREFORE, WITNESSETH that, in consideration of the mutual covenants and agreements hereinafter contained and intending to be legally bound hereby, the Corporation and the Consultant hereby covenant and agree as follows:

1. The Corporation shall employ the Consultant on an independent contractor basis for services and advice as needed by the Corporation to assist the Corporation in the management and operation of the business which it purchased from Penn-Hershey under the Agreement. Consultant shall not be obligated to render consulting services to the Corporation hereunder for more than thirty (30) hours each month.

2. The term of this Agreement shall be one (1) year beginning on the date of Closing under the Agreement unless sooner terminated by Consultant's death or disability.

3. The Corporation shall pay the Consultant the sum of \$36,000.00 for the Consultant's consulting services. Such compensation shall be paid monthly at the rate of \$3,000.00 per month on the 25th day of each month with such payroll deductions as may be required by law. The Corporation's

obligation to make such monthly payments shall continue even in the event of the death or disability of the Consultant. The Consultant shall designate in writing the heir or heirs who shall receive payments hereunder in the event of his death. Consultant during his lifetime may change such designation from time to time. In order to be effective, the designation which Consultant desires to be in effect shall be attached hereto. As used herein, the term "disability" shall mean Consultant's inability in the opinion of his physician to render consulting services to the Corporation hereunder.

4. The Consultant shall be free to engage in any other business activity without restriction except as set forth in his Covenant Not to Compete contained in paragraph 10 of the Agreement.

5. As part of his duties hereunder, Consultant shall be responsible for encouraging the customers of Penn-Hershey to engage the services of the Corporation. The Consultant shall use his best efforts in good faith in such endeavor. The Consultant may not assign his rights or obligations hereunder without the consent of the Corporation prior to any such assignment. In all other respects, this agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to
be executed the day and year above first written.

GEO. W. WEAVER & SON, INC.

By: _____
Name: Frederick M. Liddell
Title: President

Witness

_____(SEAL)
D. Frederick Weaver

EXHIBIT "C"

GROSS COMMON CARRIER INTRASTATE
OPERATING REVENUES
PENN-HERSHEY TRANSFER, INC.

<u>Year</u>	<u>Revenues</u>
1994	\$275,435.00
1995	298,174.00
1996	316,970.00



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P.O. BOX 3265, HARRISBURG, PA 17105-3265

REFER TO OUR FILE

June 13, 1997

LLOYD R PERSUN
ATTORNEY AT LAW
PO BOX 5950
HARRISBURG PA 17110-0950

In re: A-00113647, F. 1, Am-A - Application of Geo. W. Weaver & Son, Inc.

Dear Sir:

The application cited above has been captioned as attached and will be submitted for review provided no protests are filed on or before July 7, 1997. If protests are filed, you will be advised as to further proceeding.

You are further advised that the above application will be published in the Pennsylvania Bulletin of June 14, 1997.

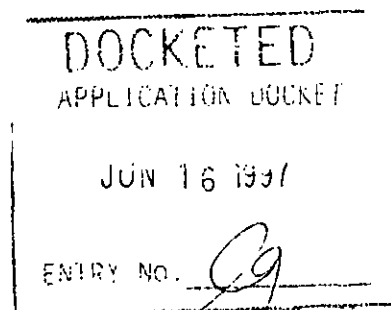
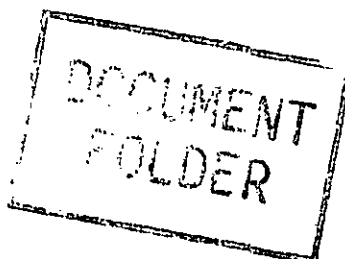
Very truly yours,

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

PSM:lg

cc: Applicant

GEO W WEAVER & SON INC
165 LAMONT STREET
NEW CUMBERLAND PA 17070



A-00113647, F.1, AM-A GEO. W. WEAVER & SON, INC. (165 Lamont Street, New Cumberland, Cumberland County, PA 17070), a corporation of the Commonwealth of Pennsylvania - inter alia, household goods, in use, between points in the city of Harrisburg, Dauphin County, and within fifteen (15) miles by the usually traveled highways of the limits of said city: SO AS TO PERMIT (1) the transportation of household goods and office furniture, in use, between points in Hershey, Dauphin County, and within nine (9) miles by the usually traveled highways of the limits of Hershey; (2) household goods and office furnishings, in use, from points in Hershey, Dauphin County, and within nine (9) miles by the usually traveled highways of the limits of Hershey, to other points in Pennsylvania, and vice versa; and (3) property, between points in Hershey, Dauphin County, and within five (5) miles by the usually traveled highways of the limits of Hershey. Attorney: Lloyd R. Persun, PO Box 5950, Harrisburg, PA 17110-0950.

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

Published in Pennsylvania Bulletin

JUN 14 1997

BUREAU OF TRANSPORTATION AND SAFETY
COMMON CARRIER
JUNE 1997

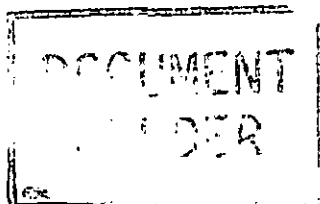
A-00113647
F. 1
Am-A

Application of Geo. W. Weaver & Son, Inc., a corporation of the Commonwealth of Pennsylvania, for amendment to its common carrier certificate, which grants the right, inter alia, to transport, household goods, in use, between points in the city of Harrisburg, Dauphin County, and within fifteen (15) miles by the usually traveled highways of the limits of said city: SO AS TO PERMIT (1) the transportation of household goods and office furniture, in use, between points in Hershey, Dauphin County, and within nine (9) miles by the usually traveled highways of the limits of Hershey; (2) household goods and office furnishings, in use, from points in Hershey, Dauphin County, and within nine (9) miles by the usually traveled highways of the limits of Hershey, to other points in Pennsylvania, and vice versa; and (3) property, between points in Hershey, Dauphin County, and within five (5) miles by the usually traveled highways of the limits of Hershey.

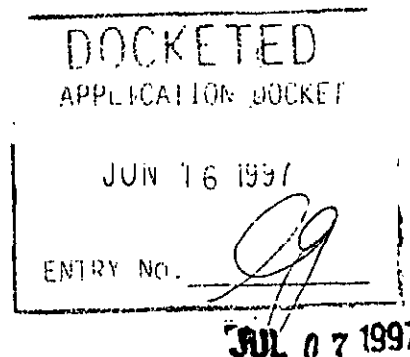
TLZ:tz

6/2/97

Application Received: May 13, 1997
Application Docketed: June 2, 1997



PROTESTS DUE





COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P.O. BOX 3265, HARRISBURG, PA 17105-3265

REFER TO OUR FILE

July 25, 1997

LLOYD R PERSUN
ATTORNEY AT LAW
PO BOX 5950
HARRISBURG PA 17110-0950

*already prop
has rights*

In re: A-00113647, F. 1, Am-A - Corrected application of Geo. W. Weaver & Son, Inc.

Dear Sir:

Acknowledgement is made of an application filed by you on behalf of Geo. W. Weaver & Son, Inc.

The application has been captioned as attached and will be submitted for review, provided no protests are filed on or before August 18, 1997.

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 July 26, 1997.

DOCUMENT
FOLDER

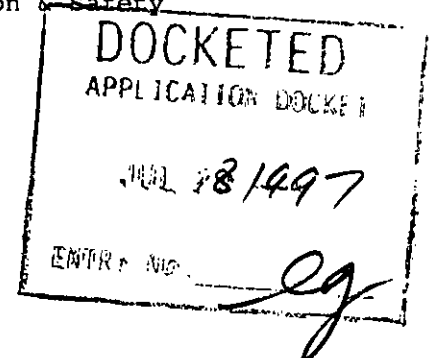
Very truly yours,

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

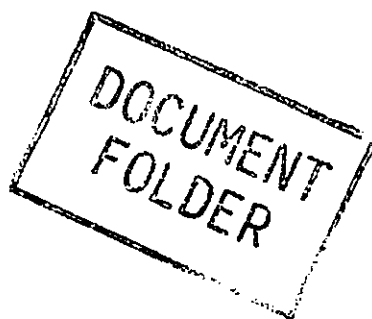
PSM:lg

cc: Applicant

GEO W WEAVER & SON
165 LAMONT STREET
NEW CUMBERLAND PA 17070



A-00113647, F.1, AM-A (CORRECTED) GEO. W. WEAVER & SON, INC. (165 Lamont Street, New Cumberland, Cumberland County, PA 17070), a corporation of the Commonwealth of Pennsylvania - inter alia, household goods, in use, between points in the city of Harrisburg, Dauphin County, and within fifteen (15) miles by the usually traveled highways of the limits of said city: SO AS TO PERMIT (1) the transportation of household goods and office furniture, in use, between points in Hershey, Dauphin County, and within nine (9) miles by the usually traveled highways of the limits of Hershey; (2) household goods and office furnishings, in use, from points in Hershey, Dauphin County, and within nine (9) miles by the usually traveled highways of the limits of Hershey, to other points in Pennsylvania, and vice versa; and (3) property, between points in Hershey, Dauphin County, and within five (5) miles by the usually traveled highways of the limits of Hershey; which is to be a transfer of the rights authorized to Penn-Hershey Transfer, Inc., under the certificate issued at A-00092827, subject to the same limitations and conditions. Attorney Lloyd R. Person, PO Box 5950, Harrisburg, PA 17110-0950.



PENNSYLVANIA
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

JUL 26 1997

Published in Pennsylvania Bulletin

BUREAU OF TRANSPORTATION AND SAFETY
COMMON CARRIER
JUNE 1997

A-00113647
F. 1
Am-A
(CORRECTED)

Application of Geo. W. Weaver & Son, Inc., a corporation of the Commonwealth of Pennsylvania, for amendment to its common carrier certificate, which grants the right, inter alia, to transport, household goods, in use, between points in the city of Harrisburg, Dauphin County, and within fifteen (15) miles by the usually traveled highways of the limits of said city: SO AS TO PERMIT (1) the transportation of household goods and office furniture, in use, between points in Hershey, Dauphin County, and within nine (9) miles by the usually traveled highways of the limits of Hershey; (2) household goods and office furnishings, in use, from points in Hershey, Dauphin County, and within nine (9) miles by the usually traveled highways of the limits of Hershey, to other points in Pennsylvania, and vice versa; and (3) property, between points in Hershey, Dauphin County, and within five (5) miles by the usually traveled highways of the limits of Hershey; which is to be a transfer of the rights authorized to Penn-Hershey Transfer, Inc., under the certificate issued at A-00092827, subject to the same limitations and conditions.

TLZ:tz

6/2/97

Application Received: May 13, 1997
Application Docketed: June 2, 1997
(Corrected 7/11/97)

