

MYERS, BRIER & KELLY, L.L.P.

ATTORNEYS AT LAW

SUITE 700

108 NORTH WASHINGTON AVENUE
SCRANTON, PENNSYLVANIA 18503

717-342-6100
FAX: 717-342-6147

January 16, 1997

RECEIVED
JAN 17 1997

MOREY M. MYERS
DANIEL T. BRIER
ROBERT T. KELLY, JR.
PATRICK J. BRIER
DONNA A. WALSH
JOSEPH J. NOTARIANNI, JR.

****VIA UPS OVERNIGHT MAIL****

BUREAU OF
TRANSPORTATION & SAFETY

Pennsylvania Utility Commission
Attention: Peter Marzolf
231 State St.
Harrisburg, PA 17101

Re: Application for Approval of Transfer and Exercise of Common Carrier
Rights
Transferor: Fratco, Inc.
Transferee: Butchco, Inc.
Operating Authority: A-0010996

Dear Mr. Marzolf:

Regarding the above-referenced matter, enclosed please find the following:

1. An original and two (2) copies of the application for approval of transfer and exercise of common carrier rights along with accompanying attachments; and
2. Certified funds in the amount of \$350 made payable to the Commonwealth of Pennsylvania in payment of filing fees.

In order to acknowledge receipt of this item, please date and time stamp the enclosed copy of this letter and return it to me in the envelope that I have provided herein.

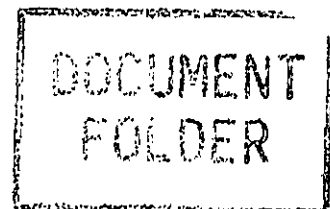
Of course, if you should need any additional information or have any questions regarding this matter, please do not hesitate to contact me. Thank you in advance for your cooperation.

Very truly yours,



Joseph J. Notarianni, Jr.
For MYERS, BRIER & KELLY, L.L.P.

JJN:tjk



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

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Butchco, 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, Folder No. 0010996, issued to Fratco, Inc. (Transferor-Seller)

PUC USE ONLY 702322 Docket No. Folder No.

DOCKETED APPLICATION DOCKET

for transportation of property (persons-property)

JAN 21 1997

RECEIVED JAN 17 1997

ENTRY No. T2

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION BUREAU OF TRANSPORTATION & SAFETY

- 1. Butchco, Inc. (Full and correct name of applicant/transferee)
2. Thomas Gerrity Moving & Storage (Trade name, if any)

The trade name has been registered with the Secretary of the Commonwealth on Dec 17, 1996 (date) (attach copy of stamped registration form.)

- 3. 1252 Philo Street (Business Street Address) (P.O. Box, if any)

Scranton Lackawanna PA 18508 (717) 343-1457 (City) (County) (State) (Zip) (Telephone)

A-113673

DOCUMENT FOLDER

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

N/A

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

11. The reason for the transfer is sale of business

12a. The following must be attached:

- Sales Agreement.
- List of equipment to be used to render service. (summarize by type)
- Operating authority to be transferred/retained. (A-0010996)
- Statement of Financial Condition. (Transferee: New Business; Transferor: Attached)
- Statement of unpaid business debts of transferor and how they will be satisfied. (N/A) (no unpaid business debt)
- Statement of safety program. (new business = N/A)
- Statement of transferee's experience. (Transferee = past employee/manager for Transferor)

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

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

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

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

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

BATCHCO,

Transferee sign here:

Paul G. Kelly, Pres
(each partner must sign)

1-16-97
(Date)

(Corporate Seal)

Transferor sign here:

Frank Fratello

1-16-97

(Corporate Seal)

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

COMMONWEALTH OF PENNSYLVANIA :
: ss:
_____ County :

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

Signature of Affiant

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

Signature of Official Administering Oath

AFFIDAVIT OF TRANSFEREE/APPLICANT (Corporation)

COMMONWEALTH OF PENNSYLVANIA :
: ss:
Lackawanna County :

Paul Bohersky, being duly sworn (affirmed) according to law, desposes and says that he is President of Butcher, 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 Butcher, Inc. to be able to prove the same
(Name of Corporation)

the same at the hearing hereof.

Paul Bohersky
Signature of Affiant

Sworn and subscribed before me this 16th
day of Jan. 19 97
My Commission Expires May 17, 1999

Carol A. Kelleher
Signature of Official Administering Oath

Carol A. Kelleher, Notary Public
Scranton, Lackawanna County
My Commission Expires May 17, 1999

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:
Lackawanna County :

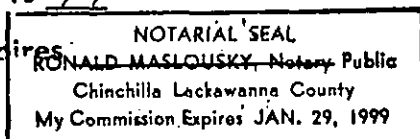
Frank Fratzola, being duly sworn (affirmed) according to law,
deposes and says that he is President of Fratco, Inc;
(Office of Affiant) (Name of Corporation)

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 Fratco, Inc to be able to prove the
(Name of Corporation)

same at the hearing hereof.

Frank Fratzola
Signature of Affiant

Sworn and subscribed before me this 15TH
day of JAN. 19 97
My Commission expires _____



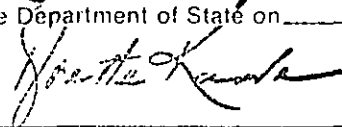

Ronald Maslousky
Signature of Official Administering Oath

DEC 19 1996

Microfilm Number _____

Filed with the Department of State on _____

Entity Number _____


Secretary of the Commonwealth 

ARTICLES OF INCORPORATION

DSCB:15-1306 (Rev 89)

The type of domestic corporation is:

Business-stock (15 Pa. C.S. § 1306)

Professional (15 Pa. C.S. § 2903)

1. The name of the corporation is:

BUTCHCO, INC.

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

2. The address of this corporation's initial registered office in this Commonwealth is:

1252 Philo Street
Scranton, PA 18508

County of Lackawanna

3. The aggregate number of shares authorized to be issued is:

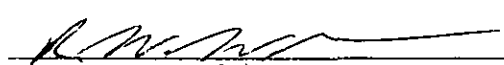
1,000 Shares

4. The name and address of the incorporator is:

R. W. Worthington

105 N. Watts Street
Philadelphia, PA 19107

Date: December 18, 1996


R. W. Worthington

DEC 17 1996

Microfilm Number _____

Filed with the Department of State on _____

Entity Number 2068044

Janette K...

Secretary of the Commonwealth

**APPLICATION FOR AMENDMENT, CANCELLATION OR WITHDRAWAL
FICTITIOUS NAME**

DSCR:94-312/313 (Rev 90)

Indicate type of transaction (check one):

Application for Amendment of Fictitious Name Registration (54 Pa.C.S. § 312)

Application for Cancellation of Fictitious Name Registration (54 Pa.C.S. § 313)

Application for Withdrawal from Fictitious Name Registration (54 Pa.C.S. § 313)

In compliance with the requirements of 54 Pa.C.S. Ch.3 (relating to fictitious names), the undersigned entity or entities, desiring to amend, cancel or to withdraw from a fictitious name registration, hereby state(s) that:

1. The fictitious name as heretofore registered is: Thomas Gerrity Moving & Storage

2. The address of the principal place of business of the business or other activity carried on under or through the fictitious name, including number and street, if any, is (the Department is authorized to conform to the records of the Department):

<u>230 Northern Blvd.</u>	<u>Clarks Summit</u>	<u>PA</u>	<u>18411</u>	<u>Lackawanna</u>
Number and Street	City	State	Zip	County

3. The last preceding filing with respect to this fictitious name was made in the Department of State on: 12/16/91
(Date)

at 09183 1768/1769
(Roll and Film)

4. (Check one or more of the following, as appropriate):

A. The fictitious name has been changed to: _____

B. The principal place of business set forth in paragraph 2 has been changed to (P.O. Box alone is not acceptable):

<u>629 Wheeler Ave.</u>	<u>Scranton</u>	<u>PA</u>	<u>18508</u>	<u>Lackawanna</u>
Number and Street	City	State	Zip	County

C. The following party(ies) has (have) been added to the registration and their signature(s) appear(s) at the end of this application:

Name	Number and Street	City	State	Zip
<u>Paul Boberaky</u>	<u>1252 Philo Street</u>	<u>Scranton</u>	<u>PA</u>	<u>18508</u>
<u>Leanne Boberaky</u>	<u>1252 Philo Street</u>	<u>Scranton</u>	<u>PA</u>	<u>18508</u>

DSCB:54-312/313 (Rev 90)-2

D. The following party(ies) has (have) withdrawn from the business or other activity carried on under or through the fictitious name and their signature(s) appear(s) at the end of this application:

Name	Number and Street	City	State	Zip
Ann Shirley Fratzola	R 328 Pittston Ave.	Scranton	PA	18505
Thomas Burke	328 Pittston Ave.	Scranton	PA	18505
Lou Pace	92 Maple Lane	Pittston	PA	18640

E. The fictitious name registration is cancelled.

5. A brief statement of the character or nature of the business or other activity to be carried on under or through the fictitious name is: moving and storage of household furniture

6. (Strike out if a withdrawal or cancellation): This amendment, without reference to any other filing, sets forth all information with respect to the fictitious name which would be required in an original filing under the Fictitious Names Act.

7. (Strike out if a withdrawal or cancellation): The applicant is familiar with the provisions of 54 Pa.C.S. § 332 (relating to effect of registration) and understands that filing under the Fictitious Names Act does not create any exclusive or other right in the fictitious name.

8. (Optional-See Instruction F): This application has been executed by an agent heretofore designated for that purpose in a prior filing in this registration.

IN TESTIMONY WHEREOF, the undersigned has (have) caused this Application for Amendment, Cancellation or Withdrawal of Fictitious Name to be executed this 21st day of November, 19 96

Withdrawing parties signature(s)

FRANK FRATZOLA*

Frank Fratzola

Adding parties signature(s)

All current parties signature(s)

PAUL BOBERSKY

Paul Bobersky
Leanne Bobersky

(Name of Entity)

(Name of Entity)

BY: _____
(Signature)

BY: _____
(Signature)

TITLE: _____

TITLE: _____

*Frank Fratzola is authorized to execute amendments to withdrawals for or cancellation of this fictitious name registration in behalf of all existing parties to this registration pursuant to Paragraph 7 of the original Application for Registration of Fictitious Name.

AGREEMENT

THIS AGREEMENT (the "Agreement") made this 1st day of OCTOBER, 1996, by and between FRATCO, Inc., a Pennsylvania Corporation with offices at 230 Northern Boulevard, Clarks Summit, Lackawanna County, Pennsylvania 18411, hereinafter referred to as *SELLER*, and Paul Bobersky and Leanne Bobersky, residing at 1252 Philo Street, Scranton 18508, County of Lackawanna, State of Pennsylvania, individually, hereinafter referred to as *PURCHASER*.

WITNESSETH:

That in consideration of the sum of Two Thousand One Hundred Seventy-Five and 52/100 (\$2,175.52) Dollars the property described in Schedule "A" hereof (the "Assets") and the promises contained here and intending to be legally bound, the parties agree as follows:

1. SELLER agrees to sell to PURCHASER the Assets described in Schedule "A" hereof.
2. The purchase price for the Assets described herein is Two Thousand One Hundred Seventy-Five and 52/100 (\$2,175.52) Dollars as allocated on Schedule "A" hereof.
3. PURCHASER agrees to pay to SELLER upon the execution of this Agreement the sum of One (\$1.00) Dollar as down payment for the purchase of the Assets (the "Deposit"). The balance shall be paid at the date and time of Closing.
4. Closing is to take place within fifteen (15) days of the approval of the Pennsylvania Utility Commission License No. A00109996 (the "PUC License") transfer to the PURCHASER by the Pennsylvania Utility Commission Board. Should the Pennsylvania

Utility Commission Board not approve the transfer of the PUC License, then this Agreement shall be null and void and monies held on account shall be returned to the PURCHASER. Should the Pennsylvania Utility Commission Board approve the transfer of the PUC License and in the event Closing is not made under the provisions of this paragraph, SELLER shall retain the Deposit in the amount dollars as liquidated damages. At the Closing, the SELLER shall deliver to the PURCHASER such bills of sale, endorsements, assignments, the PUC License and other good and sufficient instruments of conveyance and transfer, in form and substance reasonably satisfactory to the PURCHASER's counsel, as shall be effective to vest in the PURCHASER all of SELLER's right, title and interest in and to the Assets. At the Closing, the PURCHASER shall pay to the SELLER the Purchase Price in accordance with paragraph 3 above.

5. The PURCHASER is neither assuming nor agreeing to pay or discharge any of the liabilities and obligations of the SELLER, and nothing in the Agreement or otherwise shall be construed to the contrary. All liabilities and obligations of the SELLER, whether known or unknown, direct or contingent, in litigation or threatened or not yet asserted with respect to any aspect of the Assets, are and shall remain the responsibility of the SELLER. Without limiting the generality of the foregoing, the SELLER shall remain specifically responsible for (a) any liabilities of the SELLER with respect to any federal, state, local or foreign income, franchise or other tax imposed upon the SELLER, (b) any obligation of the SELLER for any employee grievance pending the date of Closing, (c) any obligation of the SELLER arising out of the litigation related to the Assets, and (d) any obligations for accrued salaries and vacation pay owed to employees of the SELLER employed on the date of Closing.

Further, in no event shall the PURCHASER assume or incur any liability or obligation with respect to any income or other tax payable by the SELLER incident to or arising as a consequence of the consummation by the SELLER of this Agreement or any cost or expense incurred by the SELLER incident to or arising as a consequence of such consummation of the negotiations in connection with this Agreement, including without limitation, any costs incident to the liquidation of the SELLER.

6. The SELLER hereby represents and warrants to the PURCHASER, intending for the PURCHASER to rely hereon, as follows:

(a) The SELLER is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania and is duly qualified and in good standing as a foreign corporation in each jurisdiction in which the ownership of the Assets requires such qualification.

(b) The SELLER owns outright, and has good and marketable title to, all of the Assets free and clear of all liens, pledges, mortgages, security interests, conditional sales contracts or other encumbrances or conflicting claims of any nature whatsoever.

(c) There is no dispute, claim, action, suit, proceeding, arbitration or governmental investigation, either administrative or judicial, pending, or to the knowledge of the SELLER threatened, against the Assets.

(d) The SELLER is not in default with respect to any order, writ, injunction or decree of any court or governmental department, commission, board, bureau, agency or instrumentality, which involves the possibility of any judgment or liability which may result in any material adverse change in the Assets.

(e) The SELLER has complied with and is not in default under, or in violation of, any law, ordinance, rule, regulation or order (including, without limitation, any environmental, safety, employee benefit, health or price or wage control law, ordinance, rule, regulation or order) applicable to its operations, business or properties as presently constituted which materially adversely affect or, so far as the SELLER can now foresee, may in the future materially adversely affect the Assets.

(f) The SELLER has full corporate power and authority to enter into this Agreement and consummate the transactions on its part contemplated hereby. The execution and delivery of this Agreement, and the sale, transfer and other actions contemplated hereby have been duly authorized by the Board of Directors and the shareholders of the SELLER, which are the only corporate approvals required of the SELLER, both of which have been lawfully and validly obtained at duly called and constituted meetings or by unanimous written consent in lieu thereof. Neither the execution and delivery of this Agreement nor the consummation of the transactions herein by the SELLER constitutes a violation or breach of applicable law or of the SELLER's Articles of Incorporation, By-laws or any provision or any contract or instrument to which the SELLER is a party or by which it is bound, or any order, writ, injunction, decree or judgment applicable to it, or constitutes a default (or would but for the giving of notice or lapse of time or both, constitutes a default) under any contract or instrument to which the SELLER is a party or by which it is bound. This Agreement constitutes the legal, valid and binding obligation of the SELLER enforceable in accordance with its terms.

(g) No representation or warranty by the SELLER in this Agreement contains or will contain at Closing any untrue statement of material fact or omits or will omit to state any material fact necessary to make any statement herein and therein not misleading.

7. The PURCHASER hereby represents and warrants to the SELLER, intending for the SELLER to rely hereon, as follows:

(a) The PURCHASER has the power and authority to consummate the transactions on its part contemplated hereby. This Agreement constitutes the legal, valid and binding obligations of the PURCHASER, enforceable in accordance with its terms.

8. All obligations of the PURCHASER under this Agreement are subject to the fulfillment, prior to or at the Closing, of each of the following conditions unless otherwise waived in writing by the PURCHASER:

(a) The SELLER's representations and warranties contained in this Agreement shall be true at and as of the time of Closing.

(b) The SELLER shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing.

(c) The SELLER shall have delivered the documents and other items described in Paragraph 4 hereof. The SELLER shall have delivered to the PURCHASER resolutions adopted by its Board of Directors and shareholders relating to this Agreement and the transactions contemplated hereby, and certifying the incumbency of the officers of the SELLER executing this Agreement or any documents delivered hereunder.

9. All obligations of the SELLER under this Agreement are subject to the fulfillment, prior to or at the Closing, of the following conditions:

(a) The PURCHASER's representations and warranties contained in this Agreement shall be true at and as of the time of Closing.

(b) The PURCHASER shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing.

(c) The PURCHASER shall have paid to the SELLER the Purchase Price as described in Paragraph 2 hereof.

(d) The PURCHASER shall have performed and complied with all agreement and conditions required by the two (2) agreements (collectively, the "Real Estate Agreements") in which SELLER is selling and conveying to PURCHASER and PURCHASER is purchasing from SELLER:

- i) 238 Pittston Avenue; and
- ii) 629 Wheeler Avenue.

10. The SELLER shall defend, indemnify and hold the PURCHASER harmless from and against all damages, losses and out-of-pocket expenses including reasonable attorneys' fees, caused by or arising out of the breach of any agreements of or any representation or warranty made by the SELLER in this Agreement.

11. The PURCHASER shall defend, indemnify and hold the SELLER harmless from and against all damages, losses and out-of-pocket expenses including reasonable attorneys'

fees, caused by or arising out of the breach of any agreements of or any representation or warranty made by the PURCHASER in this Agreement.

12. Possession of the Assets is to be given at the date and time of Closing. Until Closing, SELLER is to maintain appropriate liability and property damage insurance.

13. The Agreement shall be binding on the individual parties, heirs, executors, administrators and assigns until closing.

14. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania.

15. This Agreement shall not be assignable by either party without the prior written approval of the other party. To the extent assignable, this Agreement shall be binding upon, and inure to the benefit of, the PURCHASER and its successors and assigns and the SELLER and its successors and assigns.

16. This document contains the entire agreement between the parties hereto with respect to the transactions contemplated hereby and supersedes all prior or contemporaneous agreements, understandings, representations and warranties between the parties, and may not be amended except by written instrument executed by the duly authorized officers of the parties hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties set forth their hands and seals the day and year
aforesaid written.

ATTEST:

BY: _____
FRATCO, INC.

[Signature]
WITNESS

BY: *Paul Bobersky*
PAUL BOBERSKY

[Signature]
WITNESS

BY: *Leanne Bobersky*
LEANNE BOBERSKY

SCHEDULE "A"

- | | | |
|----|--|-----------|
| 1. | PUC License # A0010996 | \$ 500.00 |
| 2. | 1984 GMC Truck
(Vehicle Identification #1GBE6D1A9EV129128) | \$ 500.00 |
| 3. | 1989 Ford Truck
(Vehicle Identification #FDLF47MBRCA73510) | \$ 500.00 |
| 4. | Inventory/Equipment including: | \$ 500.00 |
| | 100 Moving Pads | |
| | 1 Piano Pad | |
| | 50 Misc. Pads | |
| | 30 Straps | |
| | 50 Bands | |
| | 3 Bundles Packing Paper | |
| | 40 Wardrobe Boxes | |
| | 30 China Boxes | |
| | 1 Desk | |
| | 2 Dollies | |
| | 2 Skid Boards | |
| | 2 Hand Trucks | |
| | 1 Jimmy | |
| | 3 Planks | |
| | 1 Plank | |
| | 1 Plank | |
| | 49 Bins 4 x 7 x 8 | |
| | 8 Bins 4 x 5 x 7 | |
| 4. | Fictitious Name - "Thomas Gerrity Moving and Storage" | \$ 100.00 |
| 5. | The business telephone number, mailing
address and all advertising for the business | \$ 75.52 |

**PARTIAL ASSIGNMENT AND ASSUMPTION
OF ASSET PURCHASE AGREEMENT**

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF ASSET PURCHASE AGREEMENT (the "Assignment") is made and entered into as of this 15th day of January, 1997, by PAUL BOBERSKY and LEANNE BOBERSKY ("Assignor"), in favor of BUTCHCO, INC., a Pennsylvania corporation ("Assignee").

WITNESSETH:

A. Assignor entered into an Asset Purchase Agreement (the "Asset Purchase Agreement") with Fratco, Inc. (the "Seller"), dated October 1, 1996 (the "Lease"), for the purchase of, inter alia, Pennsylvania Utility Commission License No. A00109996 (the "PUC License").

B. Assignor wishes to assign to Assignee all of Assignor's right, title and interest in, to and under the Asset Purchase Agreement with regard to Assignor's purchase of the PUC License.

C. Assignee wishes to assume and discharge all of Assignor's obligations and liabilities under the Asset Purchase Agreement with regard to Assignor's purchase of the PUC License arising from and after the date hereof.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Assignment and Assumption. Assignor does hereby transfer, assign, convey, set over and deliver unto Assignee all of Assignor's right, title and interest in, to and under the Asset Purchase Agreement with regards to the purchase of the PUC License and Assignee does hereby

assume and agree to perform all of Assignor's rights, duties, obligations and liabilities, as Purchaser, in, to and under the Asset Purchase Agreement arising and to be performed from and after the date of this Assignment with regards to the purchase of the PUC License.

2. Successors and Assigns. This Assignment shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

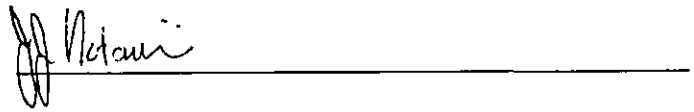
3. Governing Law. This Assignment shall be governed by the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment, under seal, as of the day and year first above written.

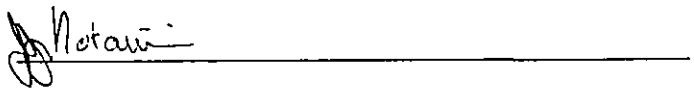
Signed, sealed and delivered
in the presence of:

ASSIGNOR:


PAUL BOBERSKY

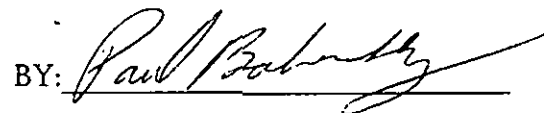



LEANNE BOBERSKY



ASSIGNEE:
BUTCHCO, INC.

ATTEST:

BY: 



Ethan Allen
STATEMENT OF FINANCIAL POSITION
ACTUAL RESULTS
AS OF DECEMBER 1996

CHECKING

Operating Cash	246653.78
SUBTOTAL CHECKING	246653.78

OTHER ASSETS

A/D-Fixed Assets	-60835.00
Accounts Receivable	27506.45
Fixed Assets	97299.00
Inventory	743202.91
SUBTOTAL OTHER ASSETS	807173.36
TOTAL ASSETS	1053827.14

LIABILITIES

Customer Deposits	280607.13
FICA Tax Payable	0.03
Local W/H Tax Payable	2133.10
Mellon Bank Boat Loan	10824.63
Mellon Bank Truck Loan	2655.42
Pa Unemployment W/H	181.15
Sales & Use Tax Pay.	7479.55
SUBTOTAL LIABILITIES	303881.04
TOTAL DEBT	303881.04

EQUITY

Additional P/C	362978.00
Capital Stock	400.00
Retained Earnings	220006.15
NET WORTH	166561.95
SUBTOTAL EQUITY	749946.10
TOTAL DEBT AND EQUITY	1053827.14

Ethan Allen
 STATEMENT OF INCOME AND EXPENSE
 ACTUAL RESULTS
 12 MONTHS ENDED DECEMBER 1996

	MONTH	YEAR TO DATE
INCOME		
Accomodation sales	647.00	18443.78
Carpet/Drape Labor-Income	-1738.51	3901.79
Gross Delivered Sales	347056.19	3097638.64
Interest Earned	2347.32	17550.72
Misc. Other Income	-275.00	3180.49
Moving Fees	---	104111.50
Service Charges	357.21	6463.51
Storage Fees	---	11958.00
 TOTAL INCOME	 348344.21	 3263248.63
EXPENSE		
Accomodation C.O.G.S.	647.00	18615.06
Accounting Fees	---	700.00
Admin. Salaries Other	920.00	11239.75
Adv - Magazines	11461.64	91595.82
Adv - Television	11274.83	60200.98
ADV-Radio	---	3460.00
Advertise-Yellow Pages	---	838.15
Advertising - Newspaper	2383.04	19623.94
Advertising - Telephone	---	10123.33
Advertising-Sundry	94.47	6612.24
Bank Charges	2438.24	27199.91
Building Insurance	301.76	6212.46
Business Taxes	2050.00	9327.00
Cash over & short	-1.04	597.94
Child Care Deduction	246.16	222.98
Cleaning Salary	836.00	10406.00
Communications	182.80	1522.63
Computer Program Expense	---	798.75
Cost of Goods Sold	194498.43	1681852.80
Delivery Bonus	580.00	11965.00
Display Expenses	252.36	3949.31
Distribution (S,L,T)	---	418333.39
Donations	---	206.00
Driver's Salary	1334.38	25913.16
Dues & Subscriptions	---	99.97
E/A Overtime Pay	908.82	8165.98
Education & Training	926.08	8095.12
Equipment Leasing	---	135.16
Fed. Tax	---	1621.02
Federal Unemp. Tax	11.40	1401.49
FICA Expense	3125.24	39261.95
Fire Service	---	2873.45
Freight	---	45.00
Funeral Day Expense	152.43	274.61
Gerrity Advertising	---	1529.51

Ethan Allen
 STATEMENT OF INCOME AND EXPENSE
 ACTUAL RESULTS
 12 MONTHS ENDED DECEMBER 1996

MONTH YEAR TO DATE

EXPENSE - CONTINUED

Gerrity Bonus	----	1080.00
Gerrity Foremen's Salary	247.00	16731.90
Gerrity Moving Supplies	----	476.77
Gerrity Overtime Pay	----	10485.56
Gerrity Road Taxes	----	831.82
Gerrity Warehouse Expense	----	464.35
Gerrity Worker's Salary	1481.75	25677.09
Gerrity's Miscellaneous	50.00	3534.77
Health Insurance	2224.80	25904.69
Holiday Pay Expense	1395.60	9775.92
Housecall Mileage	129.27	3040.43
In Store Events	----	584.07
Interest Expense	90.15	1479.21
Legal Fees	500.00	9788.79
Life Insurance	180.25	1508.29
Maintain & Repair Ext	10515.89	28431.54
Maintain & Repair Int	5866.91	16490.01
Managers Salary	2260.00	26180.00
Merchandising Aids	203.82	6480.20
Misc Admin Expense	2954.82	637.51
New Store Construction	4626.17	12317.49
Occupation Priv. Tax	----	-220.00
Office Salaries	2850.23	35660.09
Office Supplies	234.62	6175.61
Out Refinishing Expense	546.90	1182.90
Outside Delivery	2784.50	7618.66
Pa State Tax	----	2050.00
PA Unemployment Tax	62.68	8341.62
Personal Pay Expense	206.00	2184.79
Postage	627.00	3623.47
Real Estate Taxes	----	16667.65
Refinishing Supplies	----	723.28
Rental-Office Equip.	----	206.91
Returns & Allowances	7659.18	71154.27
Rubbish Removal	256.96	4013.69
Salesmen's Bonus	----	2625.00
Salesmen's Commission	9609.18	79503.30
Salesmen's Draw	11081.00	147968.40
Salesmen's Salary	400.00	6050.00
Selling Expense	485.05	4778.02
Sewer	----	100.00
Sick Pay Expense	266.21	3763.56
Store Rent	15000.00	90337.50
Sundry Occupancy Expense	----	2610.00
Telephone	5551.81	18023.91
Temporary Personnel	----	844.37
Travel & Entertainment	950.00	9483.61
Treasuries	----	5101.75

Ethan Allen
STATEMENT OF INCOME AND EXPENSE
ACTUAL RESULTS
12 MONTHS ENDED DECEMBER 1996

MONTH YEAR TO DATE

EXPENSE - CONTINUED

Uniform Expense	229.84	373.10
Utilities	2700.46	26438.36
Vacation Pay Expense	800.90	20403.23
Vehicle Insurance	452.64	-2522.94
Vehicle Operating Exp	3263.30	44507.95
Warehouse & Delvry Supply	787.63	6129.15
Warehouse/Gerrity Salary	5521.50	57138.38
Workers' Comp. Ins.	5290.00	35724.00
TOTAL EXPENSE	344970.06	3407743.86
NET INCOME	3374.15	-144495.23

PENNSYLVANIA PUBLIC UTILITY COMMISSION
RECEIPT

The addressee named here has paid the PA P.U.C. for the following bill:

JOSEPH J NOTARIANNI JR
108 NORTH WASHINGTON AVE
SCRANTON, PA 18503

DATE 1/28/97
RECEIPT # 192727

In re: Application fees for THOMAS GERRITY MOVING & STOR
A-00113673\$350.00

REVENUE ACCOUNT: 001780-017601-102

CHECK NUMBER: 215921

CHECK AMOUNT: \$ 350.00

C. Joseph Meisinger
(for Dept. of Revenue)

JAF

RECEIVED
PROTHONOTARY'S OFFICE

97 JAN 29 PM 4:19

822000

DOCUMENT
FOLDER

DOCKETED

JAN 31 1997



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

IN REPLY PLEASE
 REFER TO OUR FILE

February 7, 1997

JOSEPH J NOTARIANNI JR
 ATTORNEY AT LAW
 SUITE 700 108 NORTH WASHINGTON AVENUE
 SCRANTON PA 18503

In re: A-00113673 - Application of Butcho, Inc., t/d/b/a Thomas Gerrity Moving & Storage

Dear Sir:

Acknowledgement is made of an application filed by you on behalf of Butcho, Inc., t/d/b/a Thomas Gerrity Moving & Storage.

The application has been captioned as attached and will be submitted for review, provided no protests are filed on or before March 3, 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 February 8, 1997.

Very truly yours,

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

**DOCUMENT
 FOLDER**

PSM:lg

cc: Applicant

BUTCHO INC
 T A THOMAS GERRITY MOVING & STORAGE
 1252 PHILO STREET
 SCRANTON PA 18508

DOCKETED
 APPLICATION DOCKET

FEB 10 1997

ENTRY No. *[Signature]*

A-00113673 BUTCHCO, INC., t/d/b/a THOMAS GERRITY MOVING & STORAGE (1252 Philo Street, Scranton, Lackawanna County, PA 18508), a corporation of the Commonwealth of Pennsylvania - household goods in use between points in the city of Scranton, Lackawanna County, and within three (3) miles of the limits of said city; and household goods in use, from points in the city of Scranton, Lackawanna County, and within three (3) miles of the limits of said city to other points in Pennsylvania, and vice versa; which is to be a transfer of all of the rights issued to Fratco, Inc., t/d/b/a Thomas Gerrity Moving & Storage, under the certificate issued at A-00109996, subject to the same limitations and conditions. Attorney: Joseph J. Notarianni, Jr., Suite 700, 108 North Washington Avenue, Scranton, PA 18503.

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**PENNSYLVANIA
PUBLIC UTILITY COMMISSION**

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

FEB 08 1997

Published in Pennsylvania Bulletin _____

BUREAU OF TRANSPORTATION AND SAFETY
COMMON CARRIER
JANUARY 1997

A-00113673

Application of Butchco, Inc., t/d/b/a Thomas Gerrity Moving & Storage, a corporation of the Commonwealth of Pennsylvania, for the right to begin to transport, as a common carrier, by motor vehicle, household goods in use, between points in the city of Scranton, Lackawanna County, and within three (3) miles of the limits of said city; and household goods in use, from points in the city of Scranton, Lackawanna County, and within three (3) miles of the limits of said city to other points in Pennsylvania, and vice versa; which is to be a transfer of all of the rights issued to Fratco, Inc., t/d/b/a Thomas Gerrity Moving & Storage, under the certificate issued at A-00109996, subject to the same limitations and conditions.

TLZ:tz

1/23/97

Application Received: January 17, 1997
Application Docketed: January 21, 1997

DOCKETED
APPLICATION DOCKET

FEB 10 1997

ENTRY No.

**DOCUMENT
FOLDER**

PROTESTS DUE

MAR 03 1997