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December 26, 2012

Re: J.H. Bennett Moving & Storage
--Stock Transfer
Docket No. A-00101944
Our File 3285-7

RECEIVED

DEC 26 2012

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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

Dear Ms. Chiavetta:

We enclose for filing with the Commission the original and two (2) copies of the Application for Approval of Transfer of Capital Stock-Transportation Common Carrier in connection with the transfer of all of the ownership in J.H. Bennett Moving & Storage, Inc. from J. Gordon Naughton to Kent W. Mitchell.

We are enclosing a check in the amount of \$350 to cover the filing fee.

Please acknowledge receipt and filing of the enclosed on the duplicate copy of this letter of transmittal and return it to the undersigned in the self-addressed, stamped envelope provided.

Very truly yours,

VUONO & GRAY, LLC

William A. Gray

as/117980

Enclosure

cc: J.H. Bennett Moving & Storage, Inc.

PUC-317: Stock Transfer Application

**APPLICATION FOR APPROVAL OF TRANSFER OF CAPITAL STOCK
TRANSPORTATION COMMON CARRIER**

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application for approval to transfer

all _____ of the capital stock of
(all or part)

J. H. Bennett Moving & Storage, Inc.
(Name of Certificated Carrier)

held by J. Gordon Naughton
(Name of Seller)

to Kent W. Mitchell
(Name of Buyer)

<u>PUC USE ONLY</u>	
Docket Number	_____
Folder Number	_____

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

1. J. H. Bennett Moving & Storage, Inc.
(Full and correct name of Certificated Carrier)

2. Docket number of Certificated Carrier is 00101944

3. Name of Seller(s): J. Gordon Naughton
1705 Raspberry Street
(Business Street Address) (P.O. Box, if any)
Erie PA 16502 (814) 456-5377
(City) (State) (Zip) (Telephone)

4. Seller's attorney for this application: William A. Gray, Esq.
310 Grant Street, Suite 2310, Pittsburgh, PA 15219 (412) 471-1800
(Address) (Telephone)

5. Name of Buyer(s): Kent W. Mitchell
1705 Raspberry Street
(Business Street Address) (P.O. Box, if any)
Erie PA 16502 (814) 456-5377
(City) (State) (Zip) (Telephone)

6. Buyer's attorney for this application: _____

(Address) (Telephone)

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

PUC-317: Stock Transfer Application

7. Capital Stock of Certificated Carrier:

- a) Number of authorized shares: 1,000
- b) Par or stated value per share: \$100
- c) Number of shares outstanding: 125
- d) Shareholders: Number of shares held:

<u>J. Gordon Naughton</u>	<u>125</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
- e) Number of shares redeemed or held as treasury stock: 0

8. Stock Transaction:

Sellers	# Sold	Buyers	# Bought
<u>J. Gordon Naughton</u>	<u>125</u>	<u>Kent W. Mitchell</u>	<u>125</u>
<u>(See note below)</u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

9. If buyer and/or seller are in control of or affiliated with each other or with any other carrier, state name of carriers, docket numbers, and nature of control or affiliation:

The seller also owns all of the stock of J. G. Naughton, Inc., Docket No. A-00122774. The stock of this affiliated company is also being transferred to Buyer and approval for the transfer of this stock is being sought in a separate Stock Transfer Application.

10. Consideration for the transfer of capital stock is (if nominal, explain):

See supplement to paragraph 10

Note: The stock of J. Gordon Naughton (125 shares) is being redeemed by Bennett and it is simultaneously issuing 42 shares of stock to Kent W. Mitchell, who will be the sole shareholder of the corporation.

PUC-317: Stock Transfer Application

THIS MUST BE COMPLETED BY A NOTARY PUBLIC
AFFIDAVIT OF BUYER (NATURAL PERSON)

COMMONWEALTH OF PENNSYLVANIA :

: SS:

Erie County :

Kent W. Mitchell, 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/her knowledge, information, and belief, and he/she expects to be able to prove the same at the hearing hereof.

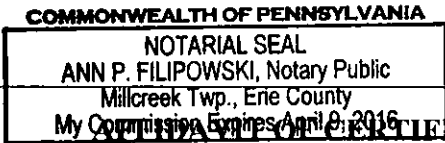


Signature of Affiant
Kent W. Mitchell

Sworn and subscribed before me on this 19th
day of December 20 12
My Commission expires April 9, 2016



Signature of Official Administering Oath



AFFIDAVIT OF CERTIFICATED CARRIER (CORPORATION)

COMMONWEALTH OF PENNSYLVANIA :

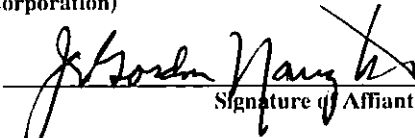
: SS:

Erie County :

J. Gordon Naughton, being duly sworn (affirmed) according to law, deposes and says that he/she is President of J. H. Bennett Moving & Storage, Inc.
(Office of Affiant) (Name of Corporation)

that he/she 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/her knowledge, information, and belief, and he/she expects the said J. H. Bennett Moving & Storage, Inc. to be able to prove
(Name of Corporation)

the same at the hearing hereof.



Signature of Affiant

Sworn and subscribed before me on this 19th
day of December 20 12
My Commission expires April 9, 2016

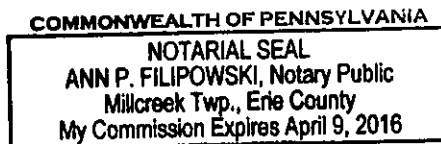


Signature of Official Administering Oath

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DEC 26 2012

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU



PUC-317: Stock Transfer Application

THIS MUST BE COMPLETED BY A NOTARY PUBLIC
AFFIDAVIT OF SELLER (NATURAL PERSON)

COMMONWEALTH OF PENNSYLVANIA :

: SS:

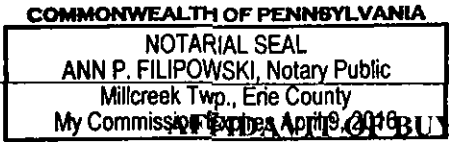
Erie County :

J. Gordon Naughton, 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/her knowledge, information, and belief, and he/she expects to be able to prove the same at the hearing hereof.

J. Gordon Naughton
Signature of Affiant
J. Gordon Naughton

Sworn and subscribed before me on this 19th
day of December 20 12
My Commission expires April 9, 2016

Ann P. Filipowski
Signature of Official Administering Oath



AFFIDAVIT OF BUYER/SELLER (CORPORATION)

COMMONWEALTH OF PENNSYLVANIA :

: SS:

_____ County :

_____, being duly sworn (affirmed) according to law, deposes and says that he/she is _____ of _____
(Office of Affiant) (Name of Corporation)

that he/she 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/her knowledge, information, and belief, and he/she expects the said _____ to be able to prove
(Name of Corporation)

the same at the hearing hereof.

[Signature]
Signature of Affiant

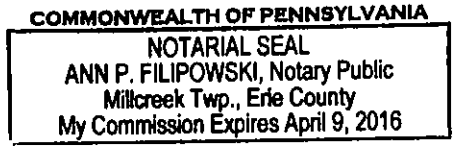
Sworn and subscribed before me on this 19th
day of December 20 12
My Commission expires April 9, 2016

Ann P. Filipowski
Signature of Official Administering Oath

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU



Application of
J. H. BENNETT MOVING & STORAGE, INC.

Docket No. A- 00101944

SUPPLEMENT TO PARAGRAPH 10

The Seller's stock, consisting of 125 shares, is being redeemed by J.H. Bennett for \$300,000, to be paid over 120 months at 5% interest and the corporation is simultaneously issuing 42 shares of stock to Buyer for \$100,000 to be paid at closing.

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DEC 26 2012

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Application of
J. H. BENNETT MOVING & STORAGE, INC.

Docket No. A-00101944

Supplement 13-1

CORPORATE HISTORY OF J. H. BENNETT MOVING & STORAGE

J. H. Bennett Moving & Storage, Inc. ("Bennett") is a Pennsylvania corporation with its principal place of business located at 1705 Raspberry Street, Erie, PA, 16502. Bennett was incorporated on October 29, 1979. Bennett was formed as a transportation company to transport household goods as a for-hire motor common carrier. It has been in good standing since its incorporation and remains in good standing as of the present date.

Bennett was issued a Certificate of Public Convenience by the Commission on July 16, 1980 authorizing it to provide household goods service. It has provided such service since then.

J.H. BENNETT MOVING & STORAGE, INC.
Balance Sheet
For Calendar 11/2012 (Fiscal 11/2012)
Year-To-Date Does Not Include Adjustments

RECEIVED

DEC 26 2012

G/L Number	Account Name	Month Amount	Year-To-Date
ASSETS			
CURRENT ASSETS			
CASH IN BANK AND ON HAND			
	PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU		
1011-010	FIRST NATIONAL BANK CHECKING	(10,882.65)	269,228.46
1012-000	PETTY CASH	13.68	129.00
	TOTAL CASH IN BANK AND ON HAND	(10,868.97)	269,357.46
ACCOUNTS RECEIVABLE			
1131-000	ACCOUNTS RECEIVABLE--MOVING	(28,631.59)	49,997.11
1135-050	UVL RECEIVABLES	(5,179.94)	4,871.01
	TOTAL ACCOUNTS RECEIVABLE	(33,811.53)	54,868.12
PREPAID AMOUNTS			
	TOTAL PREPAID AMOUNTS	0.00	0.00
INVENTORIES			
	TOTAL INVENTORIES	0.00	0.00
OTHER CURRENT ASSETS			
	TOTAL OTHER CURRENT ASSETS	0.00	0.00
	TOTAL CURRENT ASSETS	(44,680.50)	324,225.58
FIXED ASSETS			
LAND AND REAL ASSETS			
	TOTAL LAND AND REAL ASSETS	0.00	0.00
FURNITURE, FIXTURES & EQUIPMENT			
1221-000	REVENUE EQUIPMENT	0.00	906,856.53
1222-000	ACCUMULATED DEP.-REV.EQUIPMENT	(700.00)	(784,948.33)
1231-000	OFFICE EQUIPMENT	8,479.99	143,236.54
1232-000	ACCUMULATED DEP.- OFC.EQUIPT	(5.00)	(134,680.50)
1235-000	FURNITURE & OFFICE FIXTURES	0.00	39,563.32
1236-000	ACCUMULATED DEP.-FURN & OFC FIXTURE	0.00	(39,563.32)
1237-000	WAREHOUSE CONT. & EQUIPMENT	0.00	125,359.84
1238-000	ACCUMULATED DEP.-WHSE CONT&EQUIP.	0.00	(125,359.84)
1241-000	LEASEHOLD IMPROVEMENTS	0.00	96,667.09
1242-000	ACCUMULATED AMORT.-LEASE IMP.	(160.00)	(88,812.96)

J.H. BENNETT MOVING & STORAGE, INC.
Balance Sheet
For Calendar 11/2012 (Fiscal 11/2012)
Year-To-Date Does Not Include Adjustments

G/L Number	Account Name	Month Amount	Year-To-Date
	TOTAL FUR., FIX. AND EQUIPMENT	7,614.99	138,318.37
	TOTAL FIXED ASSETS	7,614.99	138,318.37
INTANGIBLE ASSETS			
	TOTAL INTANGIBLE ASSETS	0.00	0.00
LONG TERM INVESTMENTS			
	TOTAL LONG TERM INVESTMENTS	0.00	0.00
OTHER ASSETS			
1551-000	CLEARING ACCOUNT	19,483.38	(10,769.86)
1585-000	UVL STOCK	0.00	49,300.00
	TOTAL OTHER ASSETS	19,483.38	38,530.14
TOTAL ASSETS		(17,582.13)	501,074.09

LIABILITIES

CURRENT LIABILITIES

NOTES PAYABLE-SHORT TERM

TOTAL SHORT TERM NOTES PAYABLE	0.00	0.00
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TRADE ACCOUNTS PAYABLE

2034-000	ACC PAYABLE VENDORS	(8,280.57)	25,383.68
2034-010	ACC PYBL GO MINI'S OVERHEAD	0.00	31,752.14
2034-504	J. NASON DRIVER PAYABLE	0.00	(1,711.57)
2034-520	J.PANIGHETTI DRIVER PAYABLE	4,128.01	9,538.98
2035-000	UNITED VAN LINES PAYABLE	15,052.24	15,052.24
	TOTAL TRADE ACCOUNTS PAYABLE	10,899.68	80,015.47

OTHER CURRENT PAYABLES

2042-000	FSA CAFETERIA -ACC. PAYABLE	383.10	(1,153.60)
	TOTAL OTHER CURRENT PAYABLES	383.10	(1,153.60)

SALES/DRIVER ACCOUNTS PAYABLE

2165-000	EXCHANGE- CLEARING ACCOUNT	(1,328.28)	9,284.96
	TOTAL SALES/DRIVER ACCTS PAYBL	(1,328.28)	9,284.96

Balance Sheet

For Calendar 11/2012 (Fiscal 11/2012)

Year-To-Date Does Not Include Adjustments

G/L Number	Account Name	Month Amount	Year-To-Date
VARIOUS ACCRUED LIABILITIES			
	TOTAL ACCRUED LIABILITIES	0.00	0.00
OTHER CURRENT LIABILITIES			
	TOTAL OTHER LIABILITIES	0.00	0.00
	TOTAL CURRENT LIABILITIES	9,954.50	88,146.83
LONG TERM DEBT			
2312-504	NASON - ESCROW	0.00	1,500.00
2312-520	PANIGHETTI - ESCROW	0.00	1,500.00
2322-000	JGN- LOAN PAYABLE	0.00	59,900.18
2324-000	NOTE PAYABLE-FNB TRK 803-090	(564.13)	7,520.57
2326-000	NOTE PYBL-GE CAP TRACTR#425-090	(1,443.16)	65,143.31
2328-000	NOTE PYBL-FNB TRK 804-090/2011	(1,228.55)	60,294.93
2331-000	CAPITAL STOCK TAX ACCRUAL	0.00	(795.00)
	TOTAL LONG TERM DEBT	(3,235.84)	195,063.99
TOTAL LIABILITIES		6,718.66	283,210.82
<u>EQUITY</u>			
STOCKHOLDERS EQUITY			
2612-000	CAPITAL STOCK - COMMON	0.00	50,000.00
2651-000	RETAINED EARNINGS	0.00	(350,416.29)
2655-000	ACCUMULATED ADJUSTMENTS	0.00	471,405.16
2661-000	TREASURY STOCK	0.00	(150,000.00)
	TOTAL STOCKHOLDERS EQUITY	0.00	20,988.87
	INCOME SUMMARY	(24,300.79)	196,874.40
TOTAL EQUITY		(24,300.79)	217,863.27
Difference		0.00	0.00

Profit & Loss Statement

DEC 26 2012

For Calendar 11/2012 (Fiscal 11/2012)

Year-To-Date Does Not Include Adjustments PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

G/L Number	Account Name	Month Amount	-%-	Year-To-Date	- % -
<u>REVENUES</u>					
HAULING REVENUES					
3112-000	COMPANY INTRASTATE HAULING	9,306.43	5.7	150,990.47	7.3
3112-003	COMPANY INTRASTATE O&I HAULING	0.00	0.0	14,315.00	0.7
3122-000	MOVING REV- OWNR OPR INTRASTATE	0.00	0.0	1,348.83	0.1
3135-000	DRAYAGE	0.00	0.0	1,045.33	0.1
3136-000	DRAYAGE/INTRASTATE	0.00	0.0	12,153.74	0.6
3141-000	HAULING/LOCAL OFC & INDUSTRIAL	1,072.75	0.7	68,729.25	3.3
3151-000	HAULING/LOCAL COMMERCIAL	4,342.50	2.7	18,878.61	0.9
3303-000	MOVING REVENUE--LOCAL	27,860.87	17.1	245,993.43	11.9
3304-000	INTERNATIONAL - HHGDS	0.00	0.0	525.24	0.0
3305-000	DRAYAGE - LOCAL	1,060.02	0.7	41,341.99	2.0
3306-000	DRAYAGE-COMM. STORAGE	0.00	0.0	1,750.50	0.1
3411-000	MOVING REVENUE- UVL AUTHORITY	34,146.06	21.0	435,976.16	21.1
3411-003	UVL SPEC COMM/HAULING	562.62	0.4	14,225.89	0.7
3431-000	G-11 CHARGE	0.00	0.0	3,773.09	0.2
3431-003	G-11 CHARGE SPEC COMM	0.00	0.0	29.40	0.0
3435-000	DRAYAGE/ INTERSTATE	0.00	0.0	30,877.88	1.5
	TOTAL HAULING REVENUE	78,351.25	48.1	1,041,954.81	50.5
PACKING AND UNPACKING REVENUE					
3516-000	PACKING ONLY--INTERSTATE	2,134.43	1.3	95,128.31	4.6
3526-000	UNPACKING ONLY--INTERSTATE	506.62	0.3	6,636.51	0.3
3536-000	PACKING & UNPKG--INTRASTATE	489.10	0.3	24,015.51	1.2
3546-000	PACKING CONTAINER CHARGES	4,260.50	2.6	98,759.26	4.8
3598-000	OTHER PACKING & CRATING REV	0.00	0.0	4,589.20	0.2
	TOTAL PACKING & UNPACKING	7,390.65	4.5	229,128.79	11.1
OTHER TRANSPORTATION CHARGES					
3611-000	UVL/ADDTL TRANSPORTATION	0.00	0.0	9,288.73	0.4
3612-000	ADDTL TRANSP - INTRASTATE	1,155.00	0.7	13,629.75	0.7
3641-000	UVL ACCESSORIALS	11,278.57	6.9	145,958.28	7.1
3641-003	UVL SPEC COMM/ACCESSORIALS	86.74	0.1	5,435.47	0.3
3642-000	MISC SUPP TRANSP-INTRASTATE	113.00	0.1	8,653.98	0.4
3642-003	MISC SUPP TRANSP. O&I-INTRASTATE	0.00	0.0	3,315.00	0.2
3643-000	ADDTL TRANSP. LOCAL	120.00	0.1	1,279.80	0.1
3644-000	FUEL SURCHARGE INTERSTATE	6,707.57	4.1	56,861.05	2.8
3644-003	FUEL SURCHARGE - SPEC COMM	11.13	0.0	945.40	0.0
3645-000	FUEL SURCHARGE - LOCAL/INTRA	2,350.74	1.4	32,295.86	1.6
	TOTAL MISC TRANS CHARGES	21,822.75	13.4	277,663.32	13.5

J.H. BENNETT MOVING & STORAGE, INC.
Profit & Loss Statement
For Calendar 11/2012 (Fiscal 11/2012)
Year-To-Date Does Not Include Adjustments

G/L Number	Account Name	Month Amount	-%-	Year-To-Date	- % -
STORAGE REVENUES					
3717-000	S.I.T. CHARGES--INTERSTATE	1,351.67	0.8	50,540.37	2.4
3727-000	S.I.T.WHSE HDLG.-INTERSTATE	0.00	0.0	40.00	0.0
3737-000	S.I.T. STORAGE--INTRASTATE	356.80	0.2	1,216.09	0.1
3747-000	WHSE HDLG SIT-INTRASTATE	0.00	0.0	178.75	0.0
3757-000	PERMANENT STORAGE REVENUE	7,116.37	4.4	115,334.90	5.6
3759-000	COMMERCIAL STORAGE	570.00	0.4	5,708.88	0.3
3767-000	WHSE HDLG LOCAL STG	442.36	0.3	14,188.93	0.7
3768-000	WHSE HDLG COMMERCIAL	25.00	0.0	2,076.49	0.1
	TOTAL STORAGE REVENUES	9,862.20	6.1	189,284.41	9.2
COMMISSION REVENUES					
3803-000	UVL HAULING INCENTIVE	0.00	0.0	1,956.34	0.1
3804-000	UVL BOOKING INCENTIVE	25,000.00	15.4	36,571.49	1.8
3811-000	UVL BOOKING COMMISSION	12,319.84	7.6	173,359.77	8.4
3811-003	UVL SPEC COMM BOOKING	88.26	0.1	2,658.49	0.1
3812-000	INTRASTATE BOOKING REVENUE	0.00	0.0	801.72	0.0
3821-000	UVL ORIGIN COMMISSION	1,898.78	1.2	32,629.81	1.6
3821-003	UVL SPEC COMM ORIGIN COMMISSION	22.06	0.0	574.20	0.0
3822-000	INTRASTATE ORIGIN COMMISSION	0.00	0.0	396.21	0.0
3841-000	UVL SALES ADMINISTRATION FEE	1,050.20	0.7	16,143.81	0.8
	TOTAL COMMISSION REVENUES	40,379.14	24.8	265,091.84	12.8
OTHER REVENUES					
3901-000	OTHER MISC UVL REVENUE	(412.23)	(0.3)	(4,200.33)	(0.2)
3902-000	OTHER MISC INTRASTATE REVENUE	0.00	0.0	1,291.60	0.1
3903-000	OTHER MISC LOCAL REVENUE	1,070.00	0.7	2,909.37	0.1
3904-000	MISC REV-VALUATION LOCAL/INTRA	2,665.40	1.6	30,936.83	1.5
3905-000	INSURANCE RELATED REVENUE	1,690.32	1.0	25,224.02	1.2
3909-000	THIRD PARTY REVENUE	0.00	0.0	4,943.98	0.2
	TOTAL OTHER REVENUES	5,013.49	3.1	61,105.47	3.0
TOTAL REVENUES		162,819.48	100.0	2,064,228.64	100.0

EXPENSES

OPERATING EXPENSES

SALARIES & WAGES

SALARIES EXPENSE

4111-010	PAYROLL/OFFICE HOURLY	9,724.98	6.0	58,759.39	2.8
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Profit & Loss Statement

For Calendar 11/2012 (Fiscal 11/2012)

Year-To-Date Does Not Include Adjustments

G/L Number	Account Name	Month Amount	-%-	Year-To-Date	- % -
4111-020	PAYROLL OFFICE SALARY	27,861.77	17.1	225,130.74	10.9
4111-040	SALES COMMISSION- G. CHASE	4,839.49	3.0	37,141.82	1.8
4112-010	PAYROLL/DRIVER HOURLY WAGES	12,109.77	7.4	105,406.99	5.1
4112-040	PAYROLL/HELPER HRLY WAGES	2,972.13	1.8	28,469.41	1.4
4113-010	PAYROLL/DRIVER PERCENTAGE	6,798.31	4.2	88,197.90	4.3
	TOTAL SALARIES	64,306.45	39.5	543,106.25	26.3
WAGES-HOURLY EMPLOYEES					
	TOTAL WAGES	0.00	0.0	0.00	0.0
	TOTAL SALARIES AND WAGES	64,306.45	39.5	543,106.25	26.3
EMPLOYEE BENEFITS EXPENSES					
5021-000	PAYROLL TAX EXP/SUI/FUI/FICA	6,011.08	3.7	55,738.71	2.7
5023-000	EMPLOYEE EXPENSES	39.50	0.0	309.87	0.0
5024-000	UNIFORMS	0.00	0.0	739.56	0.0
5025-000	FR.BEN.-EMPLOYEE INSURANCE	4,084.32	2.5	55,171.12	2.7
5026-000	FR.BEN. LIFE INSUR. STANDARD	284.97	0.2	3,412.40	0.2
5035-000	WORKMENS COMPENSATION EXPENSE	4,604.42	2.8	41,439.78	2.0
5036-000	401K EMPLOYER MATCH EXPENSE	0.00	0.0	3,637.09	0.2
5045-000	FUNERAL PAY EXPENSE	0.00	0.0	750.45	0.0
5055-000	VACATION PAY EXPENSE	1,957.10	1.2	11,377.10	0.6
5065-000	HOLIDAY PAY EXPENSE	1,846.55	1.1	8,770.75	0.4
5066-000	BUSINESS EXP- DINNERS/GIFTS	868.00	0.5	1,207.82	0.1
5068-000	EMPLOYEE BONUS PAY	3,200.00	2.0	3,500.00	0.2
5072-000	AUTO LEASE - JETTA	299.84	0.2	2,698.56	0.1
5073-000	AUTO LEASE - SALES VEHICLE	345.69	0.2	3,802.59	0.2
5074-000	AUTO LEASE-2011 JETTA	299.77	0.2	3,597.31	0.2
	TOTAL EMPLOYEE BENEFITS	23,841.24	14.6	196,153.11	9.5
VEHICLE MAINTENANCE EXPENSES					
FUEL & OIL EXPENSES					
6102-000	FUEL & OIL--#421-090	0.00	0.0	2,782.47	0.1
6103-000	FUEL & OIL--#424-090	0.00	0.0	1,402.29	0.1
6103-010	FUEL & OIL #425-090	0.00	0.0	2,835.93	0.1
6104-000	FUEL & OIL--#801-090	423.30	0.3	2,255.64	0.1
6105-000	FUEL & OIL--#802-090	490.43	0.3	2,665.25	0.1
6105-010	FUEL & OIL--#803-090	1,634.84	1.0	7,889.39	0.4
6105-020	FUEL & OIL--#804-090	659.31	0.4	3,665.81	0.2
6106-000	FUEL & OIL EXPENSE	841.91	0.5	9,218.11	0.4
	TOTAL FUEL & OIL EXPENSE	4,049.79	2.5	32,714.89	1.6

J.H. BENNETT MOVING & STORAGE, INC.
Profit & Loss Statement
For Calendar 11/2012 (Fiscal 11/2012)
Year-To-Date Does Not Include Adjustments

G/L Number	Account Name	Month Amount	-%-	Year-To-Date	-%-
TIRES & TUBES EXPENSE					
6203-000	TIRES & TUBES--TRLR #108-090	0.00	0.0	332.39	0.0
6205-000	TIRES & TUBES-- TRLR #209-090	0.00	0.0	3,087.69	0.1
6208-000	TIRES & TUBES--TRACTOR#424-090	0.00	0.0	227.23	0.0
6208-010	TIRES & TUBES--TRACTOR#425-090	0.00	0.0	1,079.51	0.1
6217-000	TIRES & TUBES- STR TRK #802-090	0.00	0.0	1,092.50	0.1
6217-010	TIRES & TUBES-STR TRK #803-090	0.00	0.0	1,738.65	0.1
6218-000	TIRES & TUBES	1,137.58	0.7	2,266.46	0.1
	TOTAL TIRES & TUBES EXPENSE	1,137.58	0.7	9,824.43	0.5
VEHICLE REPAIRS EXPENSE					
6352-000	REPAIRS--TRAILER #107-090	0.00	0.0	513.50	0.0
6353-000	REPAIRS--TRAILER #108-090	0.00	0.0	4,193.03	0.2
6355-000	REPAIRS--TRAILER #209-090	42.00	0.0	10,349.56	0.5
6357-000	REPAIRS--TRACTOR #421-090	0.00	0.0	2,750.33	0.1
6358-000	REPAIRS--TRACTOR #424-090	0.00	0.0	5,816.09	0.3
6358-010	REPAIRS--TRACTOR #425-090	977.60	0.6	977.60	0.0
6360-000	REPAIRS--TRAILER #505-090	0.00	0.0	485.36	0.0
6361-000	REPAIRS --TRAILER #509-090	1,722.56	1.1	1,722.56	0.1
6362-000	REPAIRS --TRAILER #604-090	0.00	0.0	740.19	0.0
6364-000	REPAIRS --TRAILER #608-090	98.40	0.1	1,141.79	0.1
6365-000	REPAIRS --CUBE VAN 801-090	0.00	0.0	1,595.12	0.1
6366-000	REPAIRS --STR TRK #802-090	834.11	0.5	1,761.54	0.1
6366-010	REPAIRS--STR TRK #803-090	0.00	0.0	6,754.88	0.3
6366-020	REPAIRS--STR TRK # 804-090	0.00	0.0	160.94	0.0
6367-000	REPAIRS-FORKLIFTS	174.02	0.1	1,858.42	0.1
6368-000	VEHICLE REPAIRS	0.00	0.0	985.74	0.0
	TOTAL VEHICLE REPAIRS EXPENSE	3,848.69	2.4	41,806.65	2.0
OTHER VEHICLE REPAIR EXPENSES					
6516-000	MOVING EQPT. RENTAL	257.95	0.2	2,226.75	0.1
6517-000	BUILDING REPAIR MATERIAL	0.00	0.0	951.13	0.0
6518-000	SECURITY EXPENSE	(654.98)	(0.4)	510.02	0.0
	TOTAL OTHER VEHICLE REP. EXP.	(397.03)	(0.2)	3,687.90	0.2
	TOTAL VEHICLE EXPENSES	8,639.03	5.3	88,033.87	4.3
MATERIALS & SUPPLIES					
6605-000	OFFICE SUPPLIES	331.00	0.2	5,181.19	0.3
6606-000	UVL FORMS & SUPPLIES	0.00	0.0	3,964.92	0.2
6608-000	COMPUTER EXPENSE	540.58	0.3	3,466.97	0.2
6611-000	EQUIPMENT LEASE/FAX	431.44	0.3	2,657.71	0.1

J.H. BENNETT MOVING & STORAGE, INC.
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6706-000	PACKING & CRATING MATERIAL	1,724.34	1.1	52,985.70	2.6
6807-000	MISC. WAREHOUSE SUPPLIES	112.15	0.1	1,909.52	0.1
	TOTAL MATERIALS & SUPPLIES	3,139.51	1.9	70,166.01	3.4

SALES/DRIVER COMMISSION EXPENS

TOTAL COMMISSIONS	0.00	0.0	0.00	0.0
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OUTSIDE SERVICES

7202-000	THIRD PARTY CHARGES	265.08	0.2	1,889.36	0.1
7231-000	VOS/DIRECT SYSTEMS SUPPORT	960.00	0.6	10,560.00	0.5
7319-000	JANITORIAL SERVICES	308.99	0.2	3,435.14	0.2
7320-000	WASTE MANAGEMENT EXPENSES	142.50	0.1	1,674.71	0.1
7334-000	GENERAL PROFESSIONAL SERVS	1,456.25	0.9	3,945.03	0.2
7334-001	PROF. SERV. ACCOUNTING	1,250.00	0.8	8,050.00	0.4
7334-002	PROF. SERV. LEGAL	531.68	0.3	4,652.59	0.2
7335-000	PROF. SERVICES - PAYROLL	191.55	0.1	2,329.75	0.1
7335-001	PROF. SERV - TEMPORARY HELP	293.00	0.2	1,000.25	0.0
7335-008	PROF. SERVICES-REMEDY	3,878.00	2.4	48,169.95	2.3
7344-000	UVL YELLOW PAGE/ PHONE ADV	2,656.33	1.6	27,703.14	1.3
7344-001	ADVERTISING EXP. OTHER	1,151.74	0.7	14,342.80	0.7
7345-000	UVL 1% ADVERTISING CHARGEBACK	1,513.33	0.9	13,403.69	0.6
	TOTAL OUTSIDE SERVICES	14,598.45	9.0	141,156.41	6.8

UTILITIES & COMMUNICATION

7401-000	UTILITIES/NATIONAL FUEL GAS	102.33	0.1	1,311.51	0.1
7411-000	UTILITIES /PENELEC ELECTRIC	982.21	0.6	3,708.01	0.2
7421-000	UTILITIES/WATER & SEWER	136.68	0.1	1,145.10	0.1
7501-000	TELEPHONES & COMMUNICATIONS	1,170.86	0.7	12,156.83	0.6
7501-001	UVL TELEX EXPENSE	415.00	0.3	4,365.80	0.2
	TOTAL UTILITIES & COMM.	2,807.08	1.7	22,687.25	1.1

PURCHASED LABOR AND EQUIPMENT

7631-000	LH COMM - IOO- INTERSTATE	27,964.56	17.2	266,652.79	12.9
7632-000	LH COMM - IOO- INTRASTATE	0.00	0.0	28,158.27	1.4
7671-000	PURCHASED SUPP CHGS-INTERSTATE	13,909.96	8.5	146,539.11	7.1
7672-000	PURCHASES SUPP -IOO-INTRASTATE	0.00	0.0	12,616.87	0.6
7673-000	PURCHASED SUP CHGS - LOCAL	526.80	0.3	30,625.73	1.5
	TOTAL PURCHASED LABOR & EQUIP.	42,401.32	26.0	484,592.77	23.5

TRAVEL AND ENTERTAINMENT

DRIVER'S TRAVEL EXPENSES

J.H. BENNETT MOVING & STORAGE, INC.
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For Calendar 11/2012 (Fiscal 11/2012)
Year-To-Date Does Not Include Adjustments

G/L Number	Account Name	Month Amount	-%-	Year-To-Date	- % -
7701-000	ROAD EXP - TRUCK WEIGH CHGS	35.00	0.0	1,230.00	0.1
7701-001	ROAD EXP - FUEL	612.19	0.4	28,481.87	1.4
7701-002	ROAD EXP - TOLLS	0.00	0.0	(13.70)	0.0
7701-005	ROAD EXP - LABOR	795.15	0.5	37,239.20	1.8
7701-007	ROAD EXP - MISC.	0.00	0.0	2,049.31	0.1
	TOTAL T & E EXPENSES--DRIVERS	<u>1,442.34</u>	0.9	<u>68,986.68</u>	3.3
TRAVEL & ENTERTAINMENT--SALES					
7802-000	OTHER TRAVEL & ENTERTAINMENT	8,170.02	5.0	16,535.71	0.8
7803-000	TRAVEL/MEALS 50% REIMB	1,198.41	0.7	2,254.17	0.1
	TOTAL T & E-SALES	<u>9,368.43</u>	5.8	<u>18,789.88</u>	0.9
CAR EXPENSES--SALES & ADMIN.					
	TOTAL CAR EXPENSES-SALES & ADM	<u>0.00</u>	0.0	<u>0.00</u>	0.0
	TOTAL TRAVEL & ENTERTAINMENT	<u>10,810.77</u>	6.6	<u>87,776.56</u>	4.3
GENERAL EXPENSES					
7911-000	EDUCATION/TRAINING EXPENSE	70.00	0.0	1,509.00	0.1
7914-000	SUBSCRIPTIONS	0.00	0.0	184.90	0.0
7934-000	DUES & MEMBERSHIPS	330.00	0.2	6,780.90	0.3
7935-000	BANK SERVICE CHARGES	55.00	0.0	878.75	0.0
7936-000	UNIGROUP D&B COSTS	50.00	0.0	1,382.29	0.1
7945-000	POSTAGE	(0.90)	0.0	3,809.98	0.2
7994-000	CONTRIBUTIONS	100.00	0.1	4,150.00	0.2
7995-000	FINES	30.00	0.0	274.20	0.0
	TOTAL GENERAL EXPENSES	<u>634.10</u>	0.4	<u>18,970.02</u>	0.9
DEPRECIATION & AMORTIZATION					
8111-000	DEPRECIATION EXPENSE	865.00	0.5	9,515.00	0.5
	TOTAL DEPRECIATION EXPENSE	<u>865.00</u>	0.5	<u>9,515.00</u>	0.5
RENT-BUILDINGS & OFFICE EQUIP					
8307-000	RENT	11,885.00	7.3	142,620.00	6.9
	TOTAL RENT	<u>11,885.00</u>	7.3	<u>142,620.00</u>	6.9
TAXES & LICENSES					
8411-000	REAL ESTATE & PROPERTY TAXES	0.00	0.0	6,746.47	0.3
8421-000	LICENSES & PERMITS	0.00	0.0	9,189.01	0.4
8441-000	FUEL & ROAD TAXES	92.36	0.1	3,646.33	0.2

J.H. BENNETT MOVING & STORAGE, INC.
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G/L Number	Account Name	Month Amount	-%-	Year-To-Date	-%-
	TOTAL TAXES & LICENSES	<u>92.36</u>	0.1	<u>19,581.81</u>	0.9
	INSURANCE EXPENSES				
8612-000	UVL/TRANSPROTECTION INSURANCE	0.00	0.0	41,769.26	2.0
	TOTAL INSURANCE EXPENSES	<u>0.00</u>	0.0	<u>41,769.26</u>	2.0
	CLAIMS EXPENSES				
8711-000	INTERSTATE CLAIMS	2,615.77	1.6	6,097.59	0.3
8712-000	INTRASTATE CLAIMS	105.00	0.1	1,911.00	0.1
8713-000	LOCAL CLAIMS	794.70	0.5	5,349.42	0.3
8717-000	WAREHOUSE CLAIMS	0.00	0.0	619.35	0.0
	TOTAL CLAIMS	<u>3,515.47</u>	2.2	<u>13,977.36</u>	0.7
	MISCELLANEOUS OPERATING EXP.				
	TOTAL MISC. OPERATIONS EXP.	<u>0.00</u>	0.0	<u>0.00</u>	0.0
	TOTAL OPERATING EXPENSES	<u>187,535.78</u>	115.2	<u>1,880,105.68</u>	91.1
	NON OPERATING EXPENSES & REV.				
	NON OPERATING REVENUES				
9203-000	LEASE INCOME-NASON	1,465.00	0.9	16,115.00	0.8
9212-000	FNB INTEREST INCOME	32.99	0.0	184.74	0.0
9213-000	TRAILER RENTAL 409-090	50.00	0.0	550.00	0.0
9231-000	SALVAGE & LOT SALE REVENUE	0.00	0.0	6,306.94	0.3
	TOTAL NON-OPERATING REVENUE	<u>1,547.99</u>	1.0	<u>23,156.68</u>	1.1
	NON-OPERATING EXPENSES				
9421-000	BAD DEBTS EXPENSE	511.00	0.3	1,286.00	0.1
9612-000	FINANCE CHARGE	200.33	0.1	5,012.72	0.2
9621-000	INTEREST - BMW LOAN	0.00	0.0	34.99	0.0
9623-000	INTEREST EXP - DRVR ESCROW	0.00	0.0	27.76	0.0
9625-000	INTEREST FNB LOAN #189-090	0.00	0.0	120.57	0.0
9626-000	INTEREST- FNB LOAN #803-090	27.94	0.0	418.08	0.0
9627-000	INTEREST-FNB LOAN #804-090/2011	231.48	0.1	2,837.36	0.1
9628-000	INTEREST-GE CAP LN TRCT425-090/2012	161.73	0.1	667.76	0.0
	TOTAL NON-OPERATING EXPENSES	<u>1,132.48</u>	0.7	<u>10,405.24</u>	0.5
	TOTAL NON-OPERATING REV & EXP	<u>2,680.47</u>	1.7	<u>33,561.92</u>	1.6
	TOTAL EXPENSES	<u>190,216.25</u>	116.8	<u>1,913,667.60</u>	92.7

12/12/2012

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J.H. BENNETT MOVING & STORAGE, INC.

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Profit & Loss Statement

For Calendar 11/2012 (Fiscal 11/2012)

Year-To-Date Does Not Include Adjustments

G/L Number	Account Name	Month Amount	-%-	Year-To-Date	- % -
		(24,300.79)	(14.9)	196,874.40	9.5

TO

TYPE OF CREDIT - CHECK THE APPROPRIATE BOX

(Name of Lender)

- Individual -- If you check this box, provide Financial Information only about yourself.
- Joint, with Amy L. Mitchell Relationship Spouse
--If you check this box, provide Financial Information about yourself and the other person
- Guaranty of the indebtedness of other person(s), firm(s) or corporation(s):

PERSONAL FINANCIAL STATEMENT OF

NOTE: Any willful misrepresentation could result in a violation of Federal Law (Sec. 18 U.S.C. 1014)

Name: Kent W Mitchell 2/23/1956 11/27/2012
 Address: 420 Cherry Street City: Waterford State / Zip: PA 16441 SSN# [REDACTED]
 Home Phone: (814) 796-6502 No. of Dependents: 0 Bus. or Occupation: General Manager Bus. Phone: (814) 456-5377

NOTE: Complete all of Section II BEFORE Section I

SECTION I

ASSETS		Amount	LIABILITIES		Amount
1	Cash On Hand & in Banks	4,734	21	Notes Due to Banks	0
2	Cash Value of Life Insurance	8,348	22	Notes Due to Relatives & Friends	0
3	Market Value of US Govt Securities	0	23	Notes Due to Others	0
4	Marketable Securities	272,652	24	Accounts & Bills Payable	0
5	Notes & Accounts Receivable - Good	0	25	Unpaid Income Taxes Due <input type="checkbox"/> - Federal <input type="checkbox"/> - State	
6	Other Assets Readily Convertible to Cash - Itemize		26	Other Unpaid Taxes & Interest	
7			27	Loans on Life Insurance Policies	0
8			28	Credit Cards	30,707
9			29		
10	TOTAL CURRENT ASSETS	285,734	30	Other Liabilities Due within 1 Year - Itemize	
11	Real Estate Owned	150,000	31		
12	Mortgages & Contracts Owned	0	32		
13	Notes & Accounts Receivable - Doubtful	0	33	TOTAL CURRENT LIABILITIES	30,707
14	Notes Due from Relatives & Friends	0	34	Real Estate Mortgages Payable	94,300
15	Other Securities not Readily Marketable	0	35	Liens & Assessments Payable	
16	Personal Property	75,000	36	Other Debts	29,943
17	Other Assets - Itemize		37		
18			38	Total Liabilities	154,950
19			39	Net Worth (Total Assets - Total Liabilities)	355,784
20	TOTAL ASSETS	\$510,734	40	TOTAL LIABILITIES & NET WORTH	\$510,734

ANNUAL INCOME

ESTIMATE OF ANNUAL EXPENSES

Salary, Bonuses & Commissions	77,839	Income Taxes	
Dividends & Interest	127	Other Taxes	
Rental & Lease Income (Net)		Insurance Premiums	2,538
<small>Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.</small>		Mortgage Payments	17,489
Other Income - Itemize	0	Rent Payable	
		Other Expenses	
<small>Provide the following information only if Joint Credit is checked above.</small>			
Other Persons Salary, Bonuses & Commissions	55,322		
<small>Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.</small>			
Other Income of Other Person - Itemize			
TOTAL	\$133,288	TOTAL	\$20,027

GENERAL INFORMATION

CONTINGENT LIABILITIES

Are any Assets Pledged? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (See Section II)	As Endorser, Co-maker or Guarantor
Are you a Defendant in any Suits or Legal Actions? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	On Leases or Contracts
(Explain):	Legal Claims
Have you ever been declared Bankrupt in the last 14 years? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Federal - State Income Taxes
(Explain):	Other -

RECEIVED

DEC 26 2012

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

SECTION II

A CASH IN BANKS AND NOTES DUE TO BANKS (List all Real Estate Loans in Section II-E)

NAME OF BANK	Type of Account	Type of Ownership	On Deposit	Notes Due Banks	COLLATERAL (If Any) & Type of Ownership
First National Bank	Checking	Joint	896		
PNC Bank	Checking	Joint	392		
PNC Bank	Checking	Joint	1,530		
First National Bank	Savings	Joint	437		
Erie FCU	Savings	Joint	1,294		
PNC Bank	Checking	Joint	185		
Cash on Hand					
TOTALS			\$4,734	\$0	

B LIFE INSURANCE (List only those Policies that you own)

COMPANY	Face of Policy	Cash Surrender Value	Policy Loan from Insurance Co.	Other Loans Policy as Collateral	BENEFICIARY
Penn Mutual	75,000	1,857			Amy Mitchell
Mass Mutual	100,000	6,491			Amy Mitchell
TOTALS		\$8,348	\$0		

C SECURITIES OWNED (Including U.S. Gov't Bonds and all other Stocks and Bonds)

Face Value-Bonds No. of Shares Stock	DESCRIPTION Indicate those Not Registered in Your Name	Type of Ownership	COST	Market Value U.S. Gov. Sec.	Market Value M'ktable Sec.	MARKET VALUE Not Readily Marketable SECURITIES	Amount Pledged to Secure Loans
401K					117,000		
ESOP	Amy Mitchell				155,652		
TOTALS				\$0	\$272,652	\$0	

D NOTES AND ACCOUNTS RECEIVABLE

MAKER/ DEBTOR	% Owned	When Due	Original Amount	Balance Due Good Accounts	Balance Due Doubtful Act's	Bal. Due Notes Ref. & Friends	SECURITY (if Any)
TOTALS				\$0	\$0	\$0	

E REAL ESTATE OWNED

TITLE IN NAME OF	% Owned	Description & Location	Date Acq'd	Present Value of Real estate	Amount of Ins. Carried	MORTGAGE OR CONTRACT PAYABLE			
						Bal. Due	Payment	Maturity	To Whom Payable
Kent and Amy Mitchell	100%	420 Cherry Street	7/15/77	150,000	250,000	94,300	1,083	06/01/2022	Charles Schwab
TOTAL				\$150,000	TOTAL	\$94,300			

F MORTGAGES AND CONTRACTS OWNED

Cont.	Mtg	% Owned	MAKER		PROPERTY COVERED	Starting Date	Payment	Maturity	Balance Due
			Name	Address					
<input type="checkbox"/>	<input type="checkbox"/>								
<input type="checkbox"/>	<input type="checkbox"/>								
<input type="checkbox"/>	<input type="checkbox"/>								
<input type="checkbox"/>	<input type="checkbox"/>								
TOTAL									\$0

J.H. Bennett 2011 Vehicle Schedule

Vanliner	J.H. Bennett		Garage							Comp	Collision	First Party	UM/
Unit #	Unit #	Description	Location	VIN	Cost New	Class Code	Radius (L)	Driver		Deductible	Deductible	Benefits	UIM
1	28	105-090	98 Kentucky Trailer	Erie, PA	1KKVE5124WL112513	\$33,000	67599	B	Greg Gerth	\$1,000	\$1,000	BASIC	NO
2	29	505-090	97 Kentucky Trailer	Erie, PA	1KKVA5324VL109568	\$32,200	67499	A		\$1,000	\$1,000	BASIC	NO
3	30	603-090	99 Kentucky Trailer	Erie, PA	1KKVE5127XL116234	\$37,900	67499	A		\$1,000	\$1,000	BASIC	NO
4	5	509-090	96 Dorsey Trailer	Erie, PA	1DTV415241A248073	\$26,000	67499	A		\$1,000	\$1,000	BASIC	NO
5	31	604-090	2001 Kentucky Trailer	Erie, PA	1KKVC34181L203886	\$26,500	67499	A	City Trailer	\$1,000	\$1,000	BASIC	NO
6	7	801-090	2001 Chevrolet	Erie, PA	1GBJG31R911203211	\$26,000	01499	A		\$1,000	\$1,000	BASIC	\$35,000
7													
8		421-090	2000 International Tractor	Erie, PA	2HSFHASR0YC037999	\$70,000	50599	B		\$1,000	\$1,000	BASIC	\$35,000
9	33	107-090	2004 Kentucky Trailer	Erie, PA	1KKVE53214L212546	\$42,446	67599	B		\$1,000	\$1,000	BASIC	NO
	34	804-090	2011 Int Model 4300 4x2	Erie, PA	1HTMMAAOBH327026	\$78,200	36499	B		\$1,000	\$1,000	BASIC	\$35,000
11	12	108-090	2004 Kentucky Trailer	Erie, PA	1KKVE53214L214636	\$43,500	67699	C		\$1,000	\$1,000	BASIC	NO
12	35	Go Mini's	2005 International Model 4300 International Regular Cab. body, Jerr Dan 22 Steel BIC Carrier	Erie, PA	1HTMMAAM25H138292	\$67,449	33499	A		\$1,000	\$1,000	BASIC	\$35,000
13	36	608-090	2006 Kentucky Trailer	Erie, PA	1KKVE532X6L220793	\$53,900	67499	A		\$1,000	\$1,000	BASIC	NO
14	37	209-090	2006 Kentucky Trailer	Erie, PA	1KKVE532661220774	\$52,650	67499	A	Jim Panaghetti	\$1,000	\$1,000	BASIC	No
15	17	5	2006 Savannah Cube Van	Erie, PA	1GDJG31U261158972	\$29,200	23499	A	Joe Nason	NO	NO	BASIC	\$35,000
16	38	187-090	2006 Volvo Tractor	Bradford, PA	4V4L.C9TK16N426835	\$94,823	50499	A	Jim Panaghetti	NO	NO	BASIC	\$35,000
17	39	424-090	2007 International Tractor	Erie, PA	2HSCEAPR77C429218	\$103,235	50499	A		\$1,000	\$1,000	BASIC	\$35,000
18	21	803-090	2005 Int'l 4300 SBA 4x2	Erie, PA	1HTMMAAM15H121662	\$40,152	36499	A		\$1,000	\$1,000	BASIC	\$35,000
19	22	802-090	2007 Int'l 4300 SBA 4x2	Erie, PA	1HTMMAAN67H483577	\$62,900	36499	A		\$1,000	\$1,000	BASIC	\$35,000
20	23	4	2011 Jeep Patriot	Erie, PA	1J4NT1GA3BD129437	\$21,595	7398	A		\$500	\$500	EXTENDED	\$100,000
21	24	189-090	2005 International Tractor	Erie, PA	2HSCKAPR35C014287	\$110,000	50699	C	Joe Nason - L	NO	NO	BASIC	\$35,000
22	25	3	2011 Volkswagen	Erie, PA	3VWBZ7AJOBM384759	\$19,953	7398	A	Joe Nason Jr	\$500	\$500	EXTENDED	\$100,000
23		6	2011 Volkswagen	Erie, PA	3VWBZ7AJ6BM395250	\$19,953	7398	A	George Chase	\$500	\$500	EXTENDED	\$100,000
24		425-090	2009 International	Erie, PA	2HSCUAPR39C121050	\$110,000	50499	B		\$500	\$500	EXTENDED	\$100,000

187-090 owner operator Panaghetti

189-090 owner operator Joe Nason

5 Savannah cube van owner operator Joe Nason

- 1 A - Local
- B - Intermediate
- C - Long Haul

**STOCK ISSUANCE, SALE
AND
REDEMPTION AGREEMENT**

THIS STOCK ISSUANCE, SALE AND REDEMPTION AGREEMENT ("Agreement") is made and entered into on this the 11th day of December, 2012 effective as of December 31, 2012 by and among KENT W. MITCHELL ("Kent"), J.G. NAUGHTON, INC. ("JGN"), J.H. BENNETT MOVING & STORAGE, INC. ("JHBMS") and J. GORDON NAUGHTON ("Gordon").

The reasons for this Agreement are as follows:

A. As of the date hereof, Gordon is the sole shareholder, officer and director of JGN and JHBMS, owning 1 share of JGN and 125 shares of JHBMS.

B. JGN is a corporation formed under the laws of the Commonwealth of Pennsylvania, with 100 shares being authorized and with 1 share being issued to Gordon.

C. JHBMS is a corporation formed under the laws of the Commonwealth of Pennsylvania, with 1000 shares being authorized and with 125 shares being issued and outstanding to Gordon and with 500 held as treasury shares.

D. Gordon is the sole director of both JGN and JHBMS and is also the President, Secretary and Treasurer of each.

E. Kent, who has been the operations manager of both JHBMS and JGN for a period in excess of 20 years, desires to purchase shares in both JGN and JHBMS and thereafter to redeem the shares of Gordon in JHBMS.

F. Gordon also is the owner of the property (the "Property") at 1705 Raspberry Street having a 39,748 square foot office and warehouse facility thereon located, with 22,867 sq. ft. being leased to Business Records Management, LLC ("BRM") and with the remaining 16,881 sq. ft. being leased to JHBMS.

G. JHBMS is a franchisee of United Van Lines, having PUC rights to operate in the Commonwealth of Pennsylvania as a moving and storage business and JGN is a Go Mini franchisee, renting mini storage units to customers in and around the Erie, Pennsylvania area.

H. Gordon has agreed to sell his shares to JHBMS and Kent and also to lease 16,881 sq. ft. of space in the Property to JHBMS, all on the terms and conditions as are herein set forth.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound hereby, the parties hereto agree as follows:

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DEC 26 2012

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

1. Issuance and Purchase of JHBMS Shares.

1.1. Issuance of Shares. Subject to the terms and conditions hereof and in reliance upon the representations and warranties, and the accomplishment and completion of the undertakings as set forth herein, JHBMS shall issue and sell to Kent forty-two (42) shares of its common stock for the price of \$100,000.

1.2. Purchase Price and Payment. Kent shall pay the purchase price of the JHBMS shares on the Closing Date in exchange for the issuance to him of the share certificate for the 42 shares as purchased by him.

2. Sale and Purchase of JGN Shares.

2.1. Subject to the terms and conditions of this Agreement, Gordon agrees to sell and Kent agrees to purchase his single share of JGN for the price of \$200,000. No other shares of JGN have been issued.

2.2. Kent shall pay the \$200,000 purchase price for the JGN share by the execution and delivery to Gordon of his Note in the amount of \$200,000, accruing interest at the annual rate of 5% and being payable in 84 successive monthly installments of \$2,827.00 each.

3. Redemption of JHBMS Shares.

3.1. Redemption. On the Closing Date, JHBMS agrees to redeem and Gordon agrees to sell his 125 shares of JHBMS ("Released Shares") for the price of \$300,000.

3.2. Payment of Redemption Purchase Price. As the Closing Date JHBMS shall issue and deliver its Note in the amount of \$300,000, accruing interest at the rate of 5% per annum and being payable in 120 equal consecutive monthly installments of \$3,182.00 each.

3.3. Guaranty of Redemption Purchase Price. The Purchase Price in Paragraph 2.1 and Redemption Purchase Price in Paragraph 3.1 to be paid by Kent and JHBMS over the periods of 7 and 10 years shall be unconditionally guaranteed by Kent and Amy L. Mitchell, his wife and also by JGN.

3.4. Collateral for Redemption Purchase Price and Retirement Payment. The Sale Price and the Redemption Price to be paid by Kent and JHBMS as evidence by the Notes and also the Retirement Payment as set forth in Section 5 of this Agreement shall be secured by the following collateral:

a. Both JGN and JHBMS shall grant to Gordon a blanket security interest in all of their present and future assets.

b. The titles to the vehicles listed and described on Schedule 3.4(b) attached hereto shall be encumbered to Gordon.

c. The shares of JGN and JHBMS as issued and/or sold to Kent and the JHBMS shares as redeemed by JHBMS shall be pledged to secure the Notes and also the Retirement Payment as set forth in Section 5 of this Agreement and shall be held in Escrow with MacDonald, Illig, Jones & Britton LLP pursuant to a duly executed Pledge Agreement.

d. 20 Class B shares of Unigroup owned by JHBMS shall be pledged.

4. Change of Officers and Directors. Effective as of the Closing Date, Gordon shall resign as an employee, officer and director of both JGN and JHBMS and Kent shall be elected as the sole director and as President, Secretary and Treasurer of each of both JHBMS and JGN.

5. Retirement Payment. In consideration of the 40 years of service by Gordon to JHBMS, JHBMS does agree to provide a monthly retirement payment to Gordon in the amount of \$10,000.00 for a period of 84 successive months, the first monthly payment to be made on February 1, 2013 and to continue on the same day of each successive month thereafter. This payment shall be continued to Gordon's spouse in the event of his death prior to payment in full.

6. Representations and Warranties by Gordon. Gordon represents and warrants to Kent and JHBMS that the following statements are true and correct as of the date hereof and shall be true and correct as of the Closing:

6.1. Stock Ownership. Gordon is the record and sole legal and beneficial owner of the Redeemed Shares and also the single share of JGN as sold to Kent. Gordon has good, marketable and indefeasible title to the Redeemed Shares and the JGN share free and clear of all claims, liens, pledges, restrictions and encumbrances of every kind, nature and description. Gordon has the absolute right to transfer the Redeemed Shares to JHBMS and the JGN share to Kent, without the consent or approval of any other person or entity.

6.2. Enforceability. This Agreement has been duly and validly executed and delivered by Gordon and constitutes his valid and binding obligation enforceable in accordance with its terms.

6.3. Absence of Undisclosed Liabilities. Gordon represents and warrants that he does not know or have reasonable grounds to know of any basis for the assertion against JGN or JHBMS of any liability of any nature or in any amount not fully reflected or reserved against in the financial statements of JGN and JHBMS, whether accrued, absolute, contingent, or otherwise, whether due or to become due and whether the amounts thereof are readily ascertainable or not, or any unrealized or anticipated losses from any commitments of a contractual nature, including taxes with respect to or based upon transactions or events occurring at or prior to the Closing.

6.4. Contracts and Commitments. Gordon is not aware of and has not entered into any contracts or commitments on behalf of JGN and JHBMS that have not been fully disclosed to JGN and JHBMS and are reflected on the records of JGN and JHBMS.

6.5. Absence of Claims. Gordon has no knowledge of any pending or threatened judgment, lien, suit, claim or proceeding against JGN and JHBMS and is not aware of any factual basis for any such suit, claim or proceeding. Further, Gordon represents and warrants that he has not engaged in any conduct or activities that have or will expose JGN and JHBMS to any judgment, lien, suit, claim or proceeding.

6.6. Breach of Contract. Gordon is not aware of any condition, act or event which would constitute a breach or default by JGN and JHBMS under any contract executed by it.

6.7. Taxes. JGN and JHBMS have filed all federal, state and local tax returns as required by law and has paid in full all taxes, interest, penalties or assessments that may be due and owing through and including December 31, 2011. To the knowledge of Gordon, all tax returns and reports filed by JGN and JHBMS are true and correct in all material respects and have been completed in accordance with applicable laws. Gordon is not aware of any income that has not been reported nor any deductions that have been improperly taken that upon adjustment would increase the tax liability of JGN and JHBMS or any shareholder of JGN and JHBMS.

6.8. Indebtedness. JGN and JHBMS has no liability or obligations for indebtedness to Banks, insurance companies, vendors, lessors, or other persons other than as set forth in the financial statements of JGN and JHBMS.

6.9. Contracts. Gordon has fully disclosed to JGN, JHBMS and Kent all contracts, agreements, understandings, arrangements and commitments, written or oral, of JGN and JHBMS by which it or its properties, rights or assets are bound.

6.10. Disclosure. No representation or warranty of the Gordon in this Agreement and no information contained in any other writing delivered pursuant to this Agreement or at the Closing contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact required to make the statements herein or therein not misleading. There is no fact that Gordon has not disclosed to JGN, JHBMS or Kent in writing that has had or, insofar as Gordon can now foresee, may have a material adverse effect on the ability of JGN, JHBMS or Kent to perform fully this Agreement.

6.11. Accounts Receivable. Subject to applicable reserves for bad debts, all accounts receivable on the balance sheets of JHBMS and JGN dated _____, 2012: (a) are valid, genuine and subsisting; (b) are subject to no known defenses, set-offs or counterclaims; (c) are current and collectible; and (d) will be paid in full, net of applicable reserves.

6.12. Overtime, Back Wages, Vacation and Minimum Wages. No present or former employee of JHBMS or JGN has any claim against JHBMS or JGN on account of or for: (a) overtime pay other than overtime pay for the current payroll period; (b) wages or salary (excluding bonuses and amounts accruing under pension and profit sharing plans, if any) for any period other than the current payroll period; (c) vacation time off or pay in lieu of vacation or

time off other than vacation or time off (or pay in lieu thereof) earned in respect of the current fiscal year; or (d) any violation of any statute, ordinance or regulation relating to minimum wages, maximum hours of work, layoff or termination of employment.

7. Closing and Deliveries.

7.1. Closing. The Closing of the transactions contemplated hereby shall take place on or before December 31, 2012 (but effective as of December 31, 2012) at the offices of MacDonald, Illig, Jones & Britton LLP, or at such other time or place as the parties may agree upon. The term "Closing" shall mean the time at which all necessary documents and payments are delivered by Gordon, Kent, JGN and JHBMS to enable the parties to conclude the transactions contemplated by this Agreement.

7.2. Deliveries by Gordon to JHBMS. At the Closing, Gordon shall deliver or cause to be delivered to JHBMS and Kent:

a. The share certificate for the Redeemed Shares, duly endorsed for transfer to JHBMS.

b. The written resignation of Gordon as an officer and director of JGN and JHBMS, such resignation to be effective immediately following the Closing.

c. A general release in favor of JGN and JHBMS for all matters other than those arising under this Agreement.

d. The Share Certificate for the share of JGN duly endorsed for transfer to Kent.

7.3. Delivery by JHBMS to Kent. In exchange for the payment of \$100,000, JHBMS shall issue to Kent 42 shares of JHBMS common stock.

7.4. Deliveries Kent, JGN and JHBMS to Gordon. At Closing, Kent, JGN and JHBMS shall deliver or cause to be delivered to Gordon:

a. Cash in the approximate amount of \$180,000.00 shall be distributed by JHBMS to Gordon.

b. Current year earnings in the approximate amount of \$65,000.00 shall be distributed by JGN to Gordon. In addition, approximately \$45,000 will be applied to JGN Notes owed to Gordon, with the balance of the JGN Notes in the approximate amount of \$178,000 being converted to capital.

c. The \$200,000 Kent Note and the \$300,000 JHBMS Note.

d. A Pledge Agreement pursuant to which all shares of JGN and JHBMS and also the 20 Unigroup shares shall be pledged to Gordon.

e. The Security Agreement granting to Gordon a security interest in all assets of JGN and JHBMS.

f. The Guarantee by Kent and Amy Mitchell and by JGN guarantying the payment of the JHBMS Note, Kent's Note and the Retirement Payment.

g. A certificate of insurance on the personal property granted to Gordon as collateral, with Gordon named as Lender Loss Payee.

7.5. Further Actions. The parties agree that from time to time, whether at or after the Closing, they will execute and deliver such further documents and take such other actions as each may reasonably request to effectively carry out the purposes of this Agreement.

7.6. Conditions to Closing. The obligation of Gordon to consummate the Closing is subject to JGN's and JHBMS's representations and warranties contained in Section _____ of this Agreement remaining true and correct as of the date of Closing and Kent and JHBMS making the deliveries required by Section 7.4 of this Agreement. The obligation of Kent and JHBMS to consummate the Closing is subject to Gordon's representations and warranties contained in Section 6 of this Agreement remaining true and correct as of the date of Closing and Gordon making the deliveries required by Section 7.2 of this Agreement. In addition, the obligation of JHBMS and Kent under the terms of this Agreement are subject to the following:

a. Lease. The negotiation of a lease agreement between the Gordon and JHBMS with respect to the premises at 1705 Raspberry Street, Erie, Pennsylvania for a 7 year term on such terms and conditions as are mutually agreed upon by Gordon, JHBMS and Kent.

b. PUC and UVL Approvals. Kent and JHBMS shall have received the approval of the Pennsylvania Public Utility Commission and United Van Lines in regard to the transactions as contemplated by this Agreement and the change of ownership. If for any reason such approvals should not be received within a period of 90 days from the date hereof, the Agreement shall become null and void and the parties hereto to the extent possible shall be returned to their status and position as if this Agreement had not been executed.

7.7. Operations Pending Closing. From the date hereof and through the Closing Date, JGN and JHBMS shall continue to operate in its normal and usual manner, provided, however, no distributions shall be made to Gordon except for cash in the approximate amounts reflected in Paragraph 7.4. In addition, Gordon shall not make any decisions affecting JGN and JHBMS and shall not commit JGN or JHBMS to any contracts or actions without the approval and consent of Kent.

8. Additional Covenants of the Corporation.

8.1. Affirmative Covenants. Kent, JGN and JHBMS each covenants and agrees that, so long as the Notes and the Retirement Payment remain unpaid and/or as otherwise provided in this Section 8.1 each will:

a. As soon as practicable and in any event no later than one hundred twenty (120) days after the end of each fiscal year of JGN and JHBMS, furnish to the Gordon a statement of income and retained earnings, balance sheet and statement of cash flow, with notes to each, all in reasonable detail and stating in comparative form, the respective figures for the corresponding date and period in the prior fiscal year, all of which shall be accurate and complete, and in the case of JHBMS reviewed by a certified public accountant.

b. Within fifteen (15) days after the end of each month, furnish to Gordon an internally prepared statement of income and balance sheet of JGN and JHBMS for the month then ended.

c. Maintain proper, true and complete books of account in which true entries will be made reflecting the financial transactions of JGN and JHBMS.

d. Conduct the business of JGN and JHBMS in compliance with all applicable laws.

e. Promptly notify the Gordon of (i) any litigation or other proceeding instituted or threatened against JGN and JHBMS not otherwise covered by insurance if an adverse decision therein would require either JGN and JHBMS to pay more than \$10,000, or (ii) the institution of any other suit or administrative proceeding involving JGN and JHBMS that might materially and adversely affect the financial condition or business of JGN and JHBMS.

f. Promptly notify Gordon of any development, financial or otherwise, which may result in a material adverse change in the business affairs of JGN and JHBMS or JGN's or JHBMS's ability to perform its material financial obligations.

g. Maintain in effect appropriate insurance coverages on JGN and JHBMS and their respective properties, in such amounts and against such liabilities and hazards, including fire, extended coverage and public liability coverage as has been historically maintained, with Gordon named as a Lender Loss Payee on all policies insuring collateral granted to secure to obligations of this Agreement.

h. Except to the extent that the validity or amount thereof is being contested in good faith and by appropriate proceedings, pay and discharge all obligations and liabilities of JGN and JHBMS as they become due, in accordance with trade practice of JGN and JHBMS, and all taxes, assessments and governmental charges imposed upon JGN and JHBMS and their respective properties, operations, products and income prior to the date when any penalty would accrue for the nonpayment thereof.

i. Maintain, preserve and keep all of JGN's and JHBMS's properties in good repair, working order and condition, reasonable wear and tear excepted, and make all necessary or appropriate repairs, renewals, replacements, substitutions, additions, betterments and improvements thereto so that the efficiency for all such properties shall at all times be properly preserved and maintained.

j. Maintain the legal existence of JGN and JHBMS in good standing and maintain all licenses, permits, franchises and privileges necessary for the normal conduct of the business and of JGN and JHBMS. JGN and JHBMS may not engage in any other business than that which is conducted by JGN and JHBMS as of the date of closing of the transactions contemplated in this Agreement.

k. Promptly notify Gordon if they become aware of the occurrence of any event of default under any agreement to which JGN and JHBMS is a party, or of any fact, condition or event which, with the lapse of time or giving of notice, or both, would become such event of default under the foregoing.

l. JGN and JHBMS shall at all times retain the services of an accountant and legal counsel that is qualified and mutually acceptable to Kent and Gordon.

8.2. Negative Covenants. JGN and JHBMS covenants and agrees that, so long as the Notes and the Retirement Payment remain unpaid they will not:

a. Amend the Articles of Incorporation to authorize or create any class of equity preferred as to dividends, or dissolve, merge, or consolidate with or into or acquire any interest in the assets of any other corporation or business entity.

b. Pay any cash dividends or make other distributions with respect to the capital stock of JGN and JHBMS except that distributions may be made by each on a quarterly basis to extent necessary for Kent to pay the State and Federal income taxes due based upon the estimated net income of allocated to him.

c. Issue any stock or other securities of JGN and JHBMS or purchase, redeem, or otherwise sell or retire any of the securities of JGN or JHBMS.

d. Incur, create or assume any indebtedness to any party other than Gordon except (i) existing indebtedness as disclosed on JGN and JHBMS books and records or financial statements dated as of the Closing Date, (ii) current accounts payable arising out of transactions in the ordinary course of business and (iii) purchase money indebtedness to enable the purchase of capital equipment up to the amount permitted by this Agreement.

e. Make any loans, advances or other extensions of credit to any party.

f. Mortgage, pledge, or otherwise encumber or permit any lien or security interest to arise upon any of the assets or properties now owned or hereafter acquired by JGN and JHBMS, except:

(i) those in existence on the date hereof;

(ii) those granted to the Gordon.

(iii) purchase money security interest extended to enable the acquisition of equipment for the business of JGN or JHBMS.

g. Directly or indirectly becoming a guarantor, surety or accommodation party on any obligation, except for the endorsement of checks for deposit in the ordinary course of business and those for the benefit of Gordon.

h. Sell, lease, assign, abandon or otherwise transfer or dispose of, voluntarily or involuntarily, any properties or assets material to the conduct of the business of JGN and JHBMS other than in the ordinary course of business.

i. Make any capital expenditure by purchase, lease-purchase agreement, option or otherwise, in excess of \$100,000, including, but not by way of limitation, expenditures for any fixed asset, leasehold improvement or leases capitalized or required to be capitalized on the books of JGN and JHBMS.

j. Pay compensation to Kent in an amount greater than \$120,000 for calendar year 2013 or to increase compensation to Kent thereafter by more than 3% annually unless approved by Gordon in writing.

8.3. Gordon Audit. At any time prior to receipt of final payment under the Notes, and the Retirement Payment, Gordon shall have the right to appoint an auditor, and JGN and JHBMS agree to provide the auditor full access to all of JGN's and JHBMS's files and records, to conduct such audits as are necessary to confirm compliance by JGN and JHBMS with the terms and provisions of this Agreement. The costs of such audit are to be borne by Gordon. This audit shall not be requested more frequently than once per year and shall be conducted during business hours and shall not interfere with JGN's and JHBMS's normal business operations.

9. Default and Remedies.

9.1. Event of Default. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

a. the occurrence of an Event of Default under this Agreement or the Notes, the Stock Pledge Agreement or the Security Agreement; or

b. whenever there shall exist a default or breach or failure to observe, perform, abide by or carry out any covenant, representation, warranty, agreement or provision under this Agreement or under any other agreement, document or instrument referred to herein or therein, or executed hereafter, or given as security therefor; or

c. if there are financial statement operating losses in excess of \$25,000 in any calendar year for either JHBMS or JGN; or

d. the death of Kent; or

e. the total disability of Kent. Kent shall be Totally Disabled if he:

(i) has been declared legally incompetent by final court decree (the date of such decree being deemed to be the date on which the disability occurred); or

(ii) has been found to be disabled pursuant to a Disability Determination. A Disability Determination means a finding that Kent, because of a medically determinable disease, injury of other mental or physical condition is unable to perform substantially all of his regular duties to JGN and JHBMS and that such disability is determined or reasonably expected to last at least twelve (12) months. The Disability Determination shall be based on the written opinion of a qualified physician appointed by the Gordon and JGN and JHBMS whose findings shall be conclusive on JGN and JHBMS and the date of any written opinion conclusively finding Kent to be disabled is the date on which the disability will be deemed to have occurred. In conjunction with a Disability Determination, Kent hereby consents to any required medical examination, and agrees to furnish any medical information requested by any examining physician and to waive any applicable physician-patient privilege that may arise because of such examination.

9.2. Remedies on Default. Upon the occurrence of an Event of Default as described in Section 9.1, which shall not have been cured or waived within thirty (30) days after receipt by Kent, JGN and JHBMS of a written notice from Gordon stating the reasons for the Event of Default, Gordon shall be entitled to the remedies set forth in this Agreement, the Notes, the Stock Pledge Agreement, the Security Agreement, or any other agreement or instrument referred to herein or therein and all such rights are cumulative and concurrent, and may be pursued singly, successively or together against the proper party and/or any collateral securing any of the foregoing agreements, documents or instruments. The failure to exercise any such remedies shall in no event be construed as a waiver or release. In the case of death or Total Disability of Kent, Gordon shall work cooperatively with JGN, JHBMS, Kent and his executors or other representatives in order to arrange for the sale of JGN and JHBMS (or its assets) at the maximum price possible in order to pay the balance of the Notes and Retirement Payment with the remaining proceeds to go to Kent or his estate or guardian.

10. Indemnification.

10.1. Indemnification of JGN and JHBMS. Gordon hereby agrees to indemnify and hold Kent, JGN and JHBMS harmless from, against and in respect of any and all loss, damage, liability or deficiency resulting from or arising out of any inaccuracy in or breach of any representation or warranty made by him in Article 6 of this Agreement, or the breach of any covenant as contained in this Agreement, the Notes, the Security Agreement or the Stock Pledge Agreement. Indemnification pursuant to any of the foregoing clauses shall also include any and all related costs, expenses and reasonable legal and accounting fees.

10.2. Indemnification of Gordon. JGN and JHBMS hereby agree to indemnify and hold Gordon harmless from, against and in respect of, any and all loss, damage, liability or deficiency resulting from or arising out of any inaccuracy in or breach of any representation or

warranty made by JGN and JHBMS in Article 6 of this Agreement, or the breach of any covenant as contained in this Agreement, the Notes, the Security Agreement or the Stock Pledge Agreement. Indemnification pursuant to any of the foregoing clauses shall also include any and all related costs, expenses and reasonable legal and accounting fees.

11. Consultation by Seller. From the date hereof and continuing for a period of six months Gordon agrees to consult with Kent, JGN and JHBMS to the extent that the parties may mutually agree. As compensation, commencing with the Closing Date and continuing for a period of one year, JGN and/or JHBMS agrees to reimburse Seller for his premium charge for his Medicare advantage or supplement plan for coverages not included in Medicare Part B and Part D.

12. Miscellaneous.

12.1. Tax Matters. JGN's and JHBMS's accountant will prepare the tax returns for JGN and JHBMS for the calendar year ended December 31, 2012. Gordon shall be responsible for his share of the net income of JGN and JHBMS as a subchapter S corporation for the period ending on the date of the Closing whether or not the income of JGN and JHBMS is otherwise distributed to Gordon as the sole shareholder of both JGN and JHBMS.

12.2. Amendments. This Agreement may be amended, supplemented or modified only by a writing executed by the parties hereto.

12.3. Entire Agreement. This Agreement, the instruments, documents and the other agreements expressly provided for herein set forth the entire understanding of the parties hereto concerning the subject matter hereof and supersede all prior contracts, agreements, arrangements, communications, discussions, representations and warranties, whether oral or written, between the parties.

12.4. Governing Law. This Agreement shall in all respects be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

12.5. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors, assigns, personal representatives and heirs. Except as otherwise expressly provided herein, neither party shall assign this Agreement without the prior written consent of the other.

12.6. Severability. Each section and subsection of this Agreement constitutes a separate and distinct provision hereof. In the event that any provision of this Agreement shall finally be determined to be unlawful, invalid, ineffective or unenforceable, such provision shall be deemed severed from this Agreement, but every other provision of this Agreement shall not be affected but shall remain in full force and effect. The unlawful, invalid, ineffective or unenforceable provision shall, without further action by the parties, be automatically amended to the extent permissible by law to effect the original purpose and intent of the unlawful, invalid, ineffective or unenforceable provision.

12.7. Waivers. Any waiver by any party of any violation of, breach of or default under any provision of this Agreement or any other agreements provided for herein, by the other party shall be valid and enforceable only if such waiver is in writing and signed by the parties to be charged and shall not be construed as, or constitute, a continuing waiver of such provision, or waiver of any other provision of this Agreement or any other agreements provided for herein.

12.8. Third Parties. Except as otherwise expressly contemplated in this Agreement, nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person or entity other than Gordon, JGN, JHBMS and Kent any rights or remedies under or by reason of this Agreement.

12.9. Headings. The headings in this Agreement are solely for convenience of reference and shall not be given any effect in the construction or interpretation of this Agreement.

12.10. Notices. Any notice, request or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given or made as of the date delivered, if delivered personally or by fax or by reputable overnight courier service, or five days after being mailed, if mailed by registered or certified mail (postage prepaid, return receipt requested), to the parties at their respective addresses as follows:

J. Gordon Naughton
6380 Lake Shore Drive
Erie, PA 16505

Kent W. Mitchell
420 Cherry Street
Waterford, PA 16441

Any party by written notice to the other may change the address or the persons to whom notices or copies thereof shall be directed.

12.11. Payment of Fees and Expenses. Gordon, Kent, JGN and JHBMS shall each bear their own legal and accounting expenses in connection with the transactions contemplated by this Agreement, whether or not the Closing actually occurs.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Kent W. Mitchell

Kent W. Mitchell

J. Gordon Naughton

J. Gordon Naughton

ATTEST:

J.H. BENNETT MOVING & STORAGE, INC.

Ann P. Filipowski
Secretary

By: *Kent W. Mitchell*
Kent W. Mitchell, President

ATTEST:

J.G. NAUGHTON, INC.

Ann P. Filipowski
Secretary

By: *Kent W. Mitchell*
Kent W. Mitchell, President

1326045

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
ANN P. FILIPOWSKI, Notary Public
Millcreek Twp., Erie County
My Commission Expires April 9, 2016

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DEC 26 2012

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

VERIFIED STATEMENT OF STOCK PURCHASER

THE FOLLOWING INFORMATION IS REQUIRED BY THE COMMISSION TO DETERMINE THE BUYER'S FITNESS TO OPERATE. STATEMENTS SHOULD BE TYPED OR PRINTED. ILLEGIBLE STATEMENTS WILL DELAY YOUR APPLICATION.

Kent W. Mitchell

Purchaser's Name

1705 Raspberry Street

Street Address

Erie

City or Municipality

PA

State

16502

Zip Code

The Verified Statement of the Buyer is more or less a business plan, or your proposal for providing the transportation service for which you are making application. Prior to deciding to purchase the stock, you likely gave much consideration to the manner in which you would operate the business in order that you could provide satisfactory service to your customers and so that you could make a reasonable profit. As part of the application process, you must provide the Commission with your proposal to provide the transportation service.

At minimum, the Verified Statement of the Buyer should include a discussion of the numbered items listed below and on the following pages. You are encouraged to provide as much information as possible about the particular subject as is necessary to fully explain your plan. If you fail to provide sufficient information about the subjects listed below, it may cause the review of your application to be delayed until you provide the necessary information. If you need more space to provide your explanation, please attach additional pages that list the appropriate item by number.

1. Identify the person making the Verified Statement on behalf of the buyer. If the buyer is an individual making the statement, this will be the same information as provided above. If the buyer is a corporate entity and an employee/officer of the buyer is making the statement, give name, title, business address and telephone number, and indicate that the buyer's directors/owners/partners/etc. have authorized the witness to speak for the business.

The person filing this Verified Statement is Kent W. Mitchell. I am presently the General Manager of J. H. Bennett Moving & Storage, Inc. ("Bennett"). I am purchasing the stock of Bennett from J. Gordon Naughton, who is the owner and President of Bennett.

2. List the buyer's affiliation (owner, manager, controls) with any other carrier, with the description of affiliation.

I am also the General Manager of J. G. Naughton, Inc. A stock transfer application is being filed simultaneously for me to purchase the stock of that company from J. Gordon Naughton.

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PUC-317: Stock Transfer Application

3. Describe your business experience, particularly any experience relating to the operation of a transportation service. You may also include an explanation of education or training that you believe may be relevant.

I have more than 23 years experience in the transportation business and specifically been employed by Bennett since July, 1989.

4. Describe your facilities, record maintenance plan and your communication network. Please include a description of your physical location, to include the office area, office machines that will be utilized, and the facility to house vehicles. Household goods in use carriers should include a description of their storage facilities, if applicable. Please include an explanation of your plan to maintain records required by the PUC, as well as normal business records. In regard to your communication network, please explain how you will receive customer requests for transportation, how you will dispatch the vehicles to fulfill the request, and how you will maintain continuous communication with your drivers. Finally, please state your intended business hours.

The information in this paragraph, as well as paragraphs 5-10 will relate to Bennett, the certificated carrier.

Bennett's offices are located at 1705 Raspberry Street, Erie, PA, 16502. Bennett domiciles its vehicles at this facility, from which it also dispatches its vehicles. Bennett shares this space with J. G. Naughton, Inc., a sister company. This facility consists of approximately 35,000 square feet of warehouse space and 5,000 square feet of office space, all of which is used for the transportation business of Bennett and J. G. Naughton, Inc. Bennett maintains contact with its drivers through cell phone communications. Bennett's service is available from 9:00 a.m. to 5:00 p.m., Monday through Friday, and by appointment on Saturday and Sunday. The maintenance and repair of Bennett's vehicles is handled by outside contractors in Erie. Bennett receives customer requests for service by telephone at its offices at 1705 Raspberry Street, Erie, PA, 16502. Insofar as Bennett's "record maintenance plan" is concerned, its records are maintained at the offices at 1705 Raspberry Street, Erie, PA, 16502. The length of time the records are maintained depends upon the particular record and also on the record retention requirements of the DOT and PUC. Once records are no longer required in the ordinary course of business, they are boxed according to the type of record and the boxes are maintained in a safe place.

5. Please state the number of employees you intend to use, along with a description of their duties. Please explain why that number of employees is appropriate to provide reasonable and efficient service to the geographical territory you will be serving.

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(Do not address drivers in your explanation about this item; drivers are addressed separately in item # 6).

Bennett presently has 5 drivers, 4 helpers and 9 office employees, including 2 in operations, 2 move coordinators, 2 in sales and 3 in accounting. Bennett has been able to meet the service needs of the public with this number of employees.

6. Please state the number of drivers you intend to use or hire in your business and explain why that number of drivers is appropriate for the size of the geographical territory you will be serving. In addition, please explain:
- a) Your hiring standards for drivers;
 - b) Your driver training program;
 - c) Your system for ensuring that your drivers are properly licensed at all times;
 - d) Your policies regarding alcohol and drug use by your drivers.

Bennett makes sure that its drivers are properly trained and are knowledgeable concerning safety procedures and regulations. It also makes sure that those drivers are properly licensed. All drivers are subject to a criminal background check every two years. The minimum age for a driver being eligible for hire is 21 years of age. All new drivers are trained prior to the time they begin driving by going through a driver training program. To insure that its drivers have valid licenses, Bennett periodically checks their drivers' licenses and it orders a Motor Vehicle Report for each driver at least once a year. Insofar as its "policy" for drug and alcohol use is concerned, Bennett complies with the testing requirements of the DOT and PUC, including pre-employment testing, post-accident testing, random testing and reasonable suspicion testing. It distributes a drug and alcohol policy to all employees, which provides that no driver shall be on duty and possess, be under the influence of, or use, a narcotic drug or any other substance which renders him/her incapable of safely driving and that no one shall drink any liquor, regardless of its alcoholic content, or be under the influence of liquor within four hours before going on duty or driving, nor be on duty or drive while in the possession of liquor.

7. Please state the number of vehicles you plan to use in your business and why that number is appropriate to provide reasonable and efficient service to the geographical territory you will be serving. If you have already obtained vehicles for your business, please list them in the chart below.

See attached.

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8. Describe your vehicle safety program. Please include the following in your explanation:
- a) Your periodic vehicle maintenance plan;
 - b) Your system for ensuring your vehicles will continuously comply with Pennsylvania's equipment standards (67 Pa. Code & Chapter 175, requirements for vehicle inspections) that are applicable to the type of vehicles used in your business;
 - c) Your system for ensuring your vehicles will maintain compliance with the PUC's requirements for passenger service at 52 Pa. Code, Sections 29.402 and 29.403. (A copy of these requirements is on a separate page.)

Bennett does preventative maintenance on its vehicles every 5,000 miles. It keeps its vehicles in top operating condition. It services its vehicles at the facility at 1705 Raspberry Street, Erie, PA, 16502. It maintains records at its facility to insure that maintenance is provided when required. It also insures compliance with the annual inspection and registration requirements and does both a pre-trip and post-trip inspection on its vehicles. If it hires new drivers, it insures that they are familiar with governmental regulations concerning safety matters. Bennett at all times makes sure that its vehicles are in compliance with the regulations at 52 Pa. Code.

9. Please explain what steps you have taken to determine if you can obtain and pay the premiums to maintain insurance coverage for the proposed number of vehicles for your business.

Bennett presently has insurance coverage in the amounts required by the Commission and will continue to utilize the same insurance coverage. Its insurance company has made the required insurance filings with the Commission.

10. Please describe your customer service standards. Within your description, please explain your intended customer complaint resolution procedure.

Bennett maintains a customer complaint resolution procedure to insure that customer complaints made to it are promptly investigated and resolved. Bennett realizes that customer satisfaction is imperative.

11. Criminal Record. Have you been convicted of a misdemeanor or felony for which you remain subject to supervision by a court or correctional institution?

YES ___ NO X

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*If stock purchaser is a corporate entity, this question applies to all shareholders and corporate officers. In the event that the answer is yes for one of those individuals, a separate page identifying the individual and stating relevant information should be attached.

VERIFICATION OF STATEMENT

The undersigned deposes and says that he/she is the person who signed the Statement for the above-captioned applicant/application and that he/she is authorized to and does make this verification and that the facts set forth therein are true and correct to the best of his/her knowledge, information, and belief.

The undersigned understands that false statements herein are made subject to the penalties of 18 Pa. C. S. Section 4904 relating to unsworn falsification to authorities.



(Signature)

12/21/12

(Date)

Kent Mitchell

(Name, printed or typed)

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Law Offices

VUONO & GRAY, LLC

310 Grant Street, Suite 2310

Pittsburgh, PA 15219-2383

TO:

Ms. Rosemary Chiavetta

Secretary

Pennsylvania Public Utility Commission

P. O. Box 3265

Harrisburg, PA 17105-3265

FedEx *NEW Package*
Express *US Airbill*

FedEx
Tracking
Number

8764 2989 1610

Form
ID No. 0215

Recipient's Copy

MUR3

Packages up to 150 lbs.
For packages over 150 lbs, use the new
FedEx Express Freight US Airbill.

1 From This portion can be removed for Recipient's records.
Date 12-26-2012 FedEx Tracking Number 876429891610

Sender's Name VUOND GRAY Phone 412 471-1800

Company VUOND & GRAY

Address 310 GRANT ST STE 2310
Dept./Floor/Suite/Room

City PITTSBURGH State PA ZIP 15219-2247

2 Your Internal Billing Reference

3 To Recipient's Name Rosemary Chiavetta Phone

Company Secretary PA PUC

Address 400 North Stree
We cannot deliver to P.O. boxes or P.O. ZIP codes. Dept./Floor/Suite/Room

Address Commonwealth Keystone Building
Use this line for the HOLD location address or for continuation of your shipping address. Dept./Floor/Suite/Room

City Harrisburg State PA ZIP 17120

0438689893



8764 2989 1610

4 Express Package Service *To select locations.
NOTE: Service order has changed. Please select carefully.

Next Business Day

FedEx First Overnight
Earliest next business morning delivery to select locations. Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

FedEx Priority Overnight
Next business morning.* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

FedEx Standard Overnight
Next business afternoon.* Saturday Delivery NOT available.

2 or 3 Business Days*

NEW FedEx 2Day A.M.
Second business morning.* Saturday Delivery NOT available.

FedEx 2Day
Second business afternoon.* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

FedEx Express Saver
Third business day.* Saturday Delivery NOT available.

5 Packaging *Declared value limit \$500.

FedEx Envelope* FedEx Pak* FedEx Box FedEx Tube Other

6 Special Handling and Delivery Signature Options

SATURDAY Delivery
NOT available for FedEx Standard Overnight, FedEx 2Day A.M., or FedEx Express Saver.

No Signature Required
Package may be left without obtaining a signature for delivery.

Direct Signature
Someone at recipient's address may sign for delivery. Fee applies.

Indirect Signature
If no one is available at recipient's address, someone at a neighboring address may sign for delivery for residential deliveries only. Fee applies.

Does this shipment contain dangerous goods?
One box must be checked.

No Yes As per attached Shipper's Declaration. Yes Shipper's Declaration not required.

Dry Ice Dry Ice, 8 UN 1845 _____ x _____ kg

Cargo Aircraft Only

Dangerous goods (including dry ice) cannot be shipped in FedEx packaging or placed in a FedEx Express Drop Box.

7 Payment Bill to:

Enter FedEx Acct. No. or Credit Card No. below. Obtain recip. Acct. No.

Sender Acct. No. in Section 3 will be billed. Recipient Third Party Credit Card Cash/Check

Total Packages Total Weight

*Our liability is limited to \$100 unless you declare a higher value. See the current FedEx Service Guide for details.

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