

209750

BAKER DANIELS

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Frank S. Swain
202.312.7416
Frank.Swain@bakerd.com

December 30, 2003

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
1925 K Street, N.W., 7th Floor
Washington, D.C. 20423



Re: Wheaton Van Lines, Inc.
Pooling No. MC-F-19309

Dear Mr. Williams:

This is to request, on behalf of Wheaton Van Lines, the addition to its pooling agreement of the following carrier agents:

<u>CARRIER AGENT</u>	<u>ADDRESS</u>	<u>POOLING OPTION</u>
J.B. Moving Services, Inc. d/b/a J.B. & Frank's Moving Services, Inc.	222 Selleck Street Stamford, CT 06902	II
Mooney's Relocation Specialists, Inc.	2262 Mt. Carmel Avenue Glenside, PA 19038	II
MoveMart, Inc.	113 Bombay Drive Columbia, SC 29209	II
Mullen Enterprises, Inc. d/b/a Reliance Moving & Storage, Inc.	4413 Roanoke Avenue Newport News, VA 23607	II
Paul's Transfer Co., Inc.	340 Anderson Street Phillipsburg, NJ 08865	II

-2-

For each carrier agent an executed pooling agreement, selection of pooling option, and proof of motor carrier authority is enclosed.

Please contact the undersigned if you have any questions.

Thank you very much.

Yours very truly,

BAKER & DANIELS

By

A handwritten signature in cursive script, appearing to read "Frank S. Swain".

Frank S. Swain
Attorneys for Wheaton Van Lines, Inc.

Enclosures

209750



POOLING AGREEMENT

AGREEMENT between Wheaton Van Lines, Inc., an Indiana corporation with its principal offices at 8010 Castleton Road, Indianapolis, Indiana, hereinafter referred to as "Wheaton," and Mooney's Relocation Specialists, Inc., with its principal offices at 2262 Mt. Carmel Avenue, Glenside, Pennsylvania, 19038, hereinafter referred to as "Carrier-Agent."

WITNESSETH

WHEREAS, Wheaton and Carrier-Agent are motor common carriers of household goods in interstate or foreign commerce subject to the jurisdiction of the Surface Transportation Board ("STB"); and

WHEREAS, Wheaton and Carrier-Agent desire, subject to approval of the STB under 49 U.S.C. Sec. 14302, to agree to pool or divide traffic, services, and earnings in the transportation of household goods;

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, the parties hereby agree as follows:

1. Motor Carrier Operating Authority

a. Wheaton represents and warrants that it holds in good standing Certificate of Public Convenience and Necessity, No. MC-87113 (Sub-No. 20). This certificate authorizes transportation, over irregular routes, as a motor common carrier of household goods between points in the United States, attached hereto as Addendum A.

b. Carrier-Agent represents and warrants that it holds in good standing authority as a motor common carrier to transport household goods between certain points in the United State, as set forth in the Certificate(s) of Public Convenience and Necessity, attached hereto as Addendum B.

2. Agency Agreement

Wheaton and Carrier-Agent represent and warrant that they have entered into a separate Agency Agreement governing the services and compensation for transportation performed pursuant to Wheaton's motor carrier authority. The parties agree that the continuance of this Agency Agreement is a condition to the continued participation by Carrier-Agent in this Pooling Agreement.

3. Pooling

Wheaton hereby consents and agrees to divide traffic, services, and earnings in the transportation in interstate or foreign commerce of household goods to the extent that Wheaton's and Carrier-Agent's interstate motor common carrier authorities are duplicative. Carrier-Agent shall book and register all household goods shipment with Wheaton when the customer requests the services of Wheaton, or when the shipment moves beyond the mileage limitation in the pooling option elected by Carrier-Agent, as provided herein. Wheaton agrees that Carrier-Agent may, in its discretion, request that Wheaton transport a shipment within the scope of the Carrier-Agent's authorized mileage allowed by the pooling option elected by Carrier-Agent; and if Wheaton agrees, the shipment is to be booked for transportation under Wheaton's interstate motor common carrier authority.

4. Election of Pooling Option

Except for shipments booked for and registered with Wheaton, as provided in paragraph 3 above, Carrier-Agent may operate under its own motor common carrier authority to the extent provided in the pooling option elected by Carrier-Agent by execution of a corporate resolution or power of attorney (if Carrier-Agent is a sole proprietorship or partnership) and a designation of election form, copies of which are attached hereto. Carrier-Agent shall elect one of the following pooling options:

Option I -- Carrier-Agent agrees not to operate in interstate or foreign commerce as a motor common carrier pursuant to its motor common carrier authority to transport household goods.

Option II -- Carrier-Agent may transport under its own motor common carrier authority, in its own equipment, household goods shipments tendered for transportation in interstate or foreign commerce which are to move a distance of up to 500 miles from its principal office or within the geographic scope of its motor common carrier authority, whichever is less. Wheaton shall not be obligated to provide return loads to Carrier-Agents who elect Pooling Option II when they transport shipment under their authority. If return loads are provided under this Option, the Carrier-Agent shall be compensated on the basis of seventy-five percent (75%) of the net transportation charge (63% to Power Unit, 12% to Cargo Unit), if less than 500 miles.

"Net transportation charge," as used herein, means the revenues received for transportation, exclusive of charges for packing, unpacking, and accessorial services, after deducting all applicable pick-up charges, discounts, military shipment charges, valuation charges, and brokerage charges.

5. Change of Election of Pooling Option

Carrier-Agent may change its election of pooling option only once per year by execution of a new designation of election form and corporate resolution or power of attorney transmitted to Wheaton at least thirty (30) days prior to the termination date of the previous election period.

6. Transportation by Carrier-Agent

Carrier-Agent agrees that all shipments booked for movement under its motor common carrier authority shall move pursuant to Carrier-Agent's tariff or government rate and shipping documents and in vehicles identified as those of Carrier-Agent. Carrier-Agent shall make full and complete disclosure to shipper that said shipment is being hauled by Carrier-Agent pursuant to the Carrier-Agent's operating authority and is not being hauled by Wheaton under its interstate operating authority. Copies of Carrier-Agent's shipping documents shall be provided to Wheaton upon request. Carrier-Agent shall not commingle in the same vehicle shipments moving under its operating authority with shipments booked for movement under Wheaton's interstate operating authority.

7. Violations of Agreement

In the event that Carrier-Agent has violated the terms of this Pooling Agreement by transporting a shipment in excess of the mileage limitation of the option elected by Carrier-Agent or by not booking for Wheaton's account a shipment when the shipper requested the service of Wheaton, Carrier-Agent shall pay Wheaton twenty-five percent (25%) of the total revenues received

from such shipment; and Wheaton shall have the option unilaterally to terminate the Agency Agreement and Pooling Agreement with Carrier-Agent.

Any expenses, including attorney fees, incurred by Wheaton in collecting those amounts or in terminating the Agency Agreement or its Pooling Agreement, shall be paid by the Carrier-Agent. Likewise, any expenses, including attorney fees, incurred by the Carrier-Agent in successfully defending any such suits shall be paid by Wheaton.

8. Compliance with Rules and Regulations

When Carrier-Agent transports shipments under its own operating authority, Carrier-Agent agrees to comply fully with the rules and regulation of the Secretary of Transportation and the various states in which Carrier-Agent operates.

9. Hold Harmless Clause

Carrier-Agent agrees to hold Wheaton harmless against any claim, demand or assertion of liability resulting from transportation performed pursuant to Carrier-Agent's motor common carrier authority and to indemnify Wheaton for any payment required to be made for loss incurred by Wheaton, including attorney fees and all necessary costs and expenses in connection therewith arising out of or connected with the operation of vehicles by Carrier-Agent under its motor common carrier authority, including any such claim, demand, assertion of liability, payment or loss arising from (1) injury or death of any driver and/or helper of Carrier-Agent; (2) personal injuries and/or property damage to the public occurring during the course of operation of Carrier-Agent's vehicles; (3) any cargo loss or damage or liability occurring while cargo is being packed or unpacked, being loaded into, being unloaded from, or transported in vehicles of Carrier-Agent; or (4) negligence and/or dishonesty of the driver and/or helpers of Carrier-Agent.

10. Insurance

Carrier-Agent agrees to maintain in full force and effect during the term of this agreement, at its own expense, workmen's compensation and employer's liability insurance, in statutory amounts as may be required by law, and bodily injury, property damage, and cargo insurance in not less than the minimum amounts required by the Secretary of Transportation and the states in which Carrier-Agent operates motor vehicles. Carrier-Agent agrees to name Wheaton as an additional named insured on its bodily injury, property damage, and cargo insurance policies and to furnish Wheaton copies of said policies or endorsements. Carrier-Agent agrees to indemnify and hold harmless Wheaton from any and all claims arising out of or in any way connected with the Carrier-Agent's failure to provide insurance as prescribed herein, including the payment of any attorney fees or costs.

11. Records and Reports

Carrier-Agent agrees to establish and maintain accurate records of the volume of shipments and revenues from household goods transportation performed under Carrier-Agent's motor common carrier authority and to furnish to Wheaton, upon request, monthly itemized statements, in the form to be prescribed by Wheaton, of the revenues derived from all such transportation.

12. **Assignment**

This agreement may not be assigned by Carrier-Agent.

13. **Waiver Provision**

The failure of either party hereto (a) to enforce at any time any of the provisions of this agreement, or (b) to exercise any option which is herein provided, or (c) to require at any time performance by the other of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this agreement, or the right of such party thereafter to enforce each and every such provision.

14. **Governing Law**

This agreement shall be governed by and construed according to laws of the State of Indiana.

15. **Original Agreement**

This agreement has been executed in duplicate and all copies shall be deemed to be an original.

16. **Term of Agreement**

The pooling plan evidenced by this Pooling Agreement is subject to approval by the STB. This agreement shall be effective from the date of execution hereof or the effective date of approval by the STB, whichever is later, and shall remain in effect until the Wheaton Agency Agreement with Carrier-Agent is terminated or Carrier-Agent breaches this Pooling Agreement, in which case the Agency Agreement may be terminated by Wheaton in accordance with the terms of this Pooling Agreement.

17. **Notice**

Notices required to be given under this Pooling Agreement shall be in writing addressed as follows:

If to Wheaton:

**David L. Witzerman, Vice President
Wheaton Van Lines, Inc.
8010 Castleton Road
P.O. Box 50800
Indianapolis, IN 46250-0800**

If to Carrier-Agent:

**Michael DeSteffanio
Mooney's Relocation Specialists, Inc.
2262 Mt. Carmel Ave.
Glenside, PA 19038**

Notice shall be deemed to have been given the day it shall be deposited in the United States mail, certified, postage prepaid, and addressed to the party entitled to receive notice, as herein set forth.

JAN-24-2003 FRI 09:52 AM

FHA NO.

IN WITNESS WHEREOF, the parties have this 29 day of JAN.
2003 hereto caused this Pooling Agreement to be executed.

CARRIER-AGENT

By:

Name

Title

Witness

WHEATON VAN LINES, INC.

By:

Name

Title

Witness

OP-AEA-26
(Rev. 10/80)

INTERSTATE COMMERCE COMMISSION
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

SERVICE DATE
Aug. 21, 1981

No. MC-87113 (Sub-No. 20) X

WHEATON VAN LINES, INC.
(Indianapolis, IN)

This Certificate of Public Convenience and Necessity is evidence of the carrier's authority to engage in transportation as a common carrier by motor vehicle

This authority will become effective only when the carrier has met the compliance requirements pertaining to insurance coverage for the protection of the public (49 CFR 43), the designation of agents upon whom process may be served (49 CFR 44), and tariffs or schedules (49 CFR 1300 through 13, revised). The carrier shall also render reasonably continuous and adequate service to the public. Failure to meet these conditions will constitute sufficient ground for the suspension, change, or revocation of this authority.

This authority is subject to any terms, conditions, and limitations as are now, or may later be, attached to this privilege.

For all carriers: Any duplication in this authority and rights currently held does not confer more than one operating right.

For common carriers with irregular route authority: Any irregular route authority authorized in this certificate may not be tacked or joined with your other irregular route authority unless joinder is specifically authorized.

The transportation service to be performed is described on the reverse side of this document and will be valid as long as the carrier maintains compliance with the above requirements.

By the Commission

Agatha L. Mergenovich
Secretary

(SEAL)

Supersedes: Certificate No. MC-87113 (Sub-Nos. and 12).

No. MC-87113 (Sub-No. 20) X

To operate as a common carrier, by motor vehicle, in interstate or foreign commerce, over irregular routes, transporting household goods, as defined by the Commission, and furniture and fixtures, between points in the United States.

ADDENDUM A

Carrier Snapshot

MULLEN ENTERPRISES INC
USDOT Number: 260690

ID/Operations | [Inspections/Crashes](#) | [Safety Rating](#) | [Insurance](#)

Carriers: If you would like to update the following ID/Operations information, please complete and submit form [MCS-150](#) which can be obtained [online](#) or from your State FMCSA office.

Carriers and other users: If you would like to request more detailed information in the form of a MCMIS Carrier Profile please call (800)832-5660 or (703)280-4001 (Fee Required).

For help on the explanation of individual data fields, click on any field name or for help of a general nature click [here](#).

The information below reflects the content of the FMCSA management information systems as of 12/28/2003.

Other Information for this Carrier

▼ [SafeStat Results](#)

▼ [Licensing & Insurance](#)

Entity Type:	Carrier	Status:	Active
Legal Name:	MULLEN ENTERPRISES INC		
DBA Name:			
Physical Address:	4413 ROANOKE AVENUE NEWPORT NEWS, VA 23607		
Phone:	(757) 244-1461		
Mailing Address:	P O BOX 1697 NEWPORT NEWS, VA 23601		
USDOT Number:	260690	State Carrier ID Number:	
MC or MX Number:	176052	DUNS Number:	83-222-3630
Power Units:	3	Drivers:	2
MCS-150 Form Date:	10/15/2003	MCS-150 Mileage (Year):	
Operation Classification:			
☒ Auth. For Hire	Priv. Pass. (Non-business)		
☐ Exempt For Hire	Migrant		
☐ Private (Property)	U.S. Mail		
☐ Priv. Pass. (Business)	Fed. Govt		
	State Gov't		
	Local Gov't		
	Indian Nation		

ADDENDUM B

Carrier Operation:		
X Interstate	Intrastate Only (HM)	Intrastate Only (Non-HM)
HM Shipper Operation:		
Interstate	Intrastate	
Cargo Carried:		
General Freight	Liquids/Gases	Chemicals
X Household Goods	Intermodal Cont.	Commodities Dry Bulk
Metal: sheets, coils, rolls	Passengers	Refrigerated Food
Motor Vehicles	Oilfield Equipment	Beverages
Driver/Tow away	Livestock	Paper Products
Logs, Poles, Beams, Lumber	Grain, Feed, Hay	Utilities
Building Materials	Coal/Coke	Agricultural/Farm Supplies
Mobile Homes	Meat	Construction
Machinery, Large Objects	Garbage/Refuse	Water Well
Fresh Produce	US Mail	

ID/Operations | Inspections/Crashes | Safety Rating | Insurance

Inspection results for 24 months prior to: 12/28/2003

Total inspections: 0

Note: Total inspections may be less than the sum of vehicle, driver, and hazmat inspections. Click [here](#) for further information.

Inspections:

Inspection Type	Vehicle	Driver	Hazmat
Inspections	0	0	0
Out of Service	0	0	0
Out of Service %	0%	0%	0%
Nat'l Average %(2002)	22.90%	7.21%	5.72%

**WHEATON VAN LINES, INC.
POOLING AGREEMENT
ELECTION OF OPTION**

The undersigned has fully reviewed all of the options contained in Paragraph 4 of the Wheaton Van Lines, Inc., Pooling Agreement attached hereto, and on behalf of Mooney's Relocation Specialists, Inc., MC-68727, does hereby elect to participate under Option II, which is incorporated herein by reference. Attached is a copy of (my) (our) S.T.B. Motor Common Carrier Authority to transport household goods.

The undersigned further acknowledges that commonly owned agencies must all be governed by the same option, in that, once a declaration is submitted, that option may not be changed until the next declaration period.

I understand that unless I select another option within thirty (30) days prior to the termination of the declaration period, the option that I have chosen shall remain in full force and effect for all subsequent declaration periods.

By:

Mooney's Relocation Specialist Inc.
Company

Michael DeSteffano
Name

Pres.
Title

STATE OF PA

COUNTY OF Montgomery

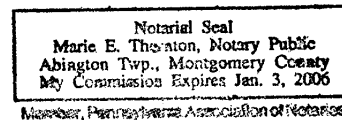
Subscribed and sworn to before me, a Notary Public this 8 day of April, 2003

Marie E. Thornton
Notary Public

My Commission expires: 1-3-2006

(SEAL)

ADDENDUM C



209750



POOLING AGREEMENT

AGREEMENT between Wheaton Van Lines, Inc., an Indiana corporation with its principal offices at 8010 Castleton Road, Indianapolis, Indiana, hereinafter referred to as "Wheaton," and MoveMart, Inc. with its principal offices at 113 Bombay Drive, Columbia, South Carolina, 29209, hereinafter referred to as "Carrier-Agent".

WITNESSETH

WHEREAS, Wheaton and Carrier-Agent are motor common carriers of household goods in interstate or foreign commerce subject to the jurisdiction of the Surface Transportation Board ("S.T.B."); and

WHEREAS, Wheaton and Carrier-Agent desire, subject to approval of the S.T.B. under 49 U.S.C. Sec. 14302, to agree to pool or divide traffic, services, and earnings in the transportation of household goods;

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, the parties hereby agree as follows:

1. Motor Carrier Operating Authority

a. Wheaton represents and warrants that it holds in good standing Certificate of Public Convenience and Necessity, No. MC-87113 (Sub-No. 20). This certificate authorizes transportation, over irregular routes, as a motor common carrier of household goods between points in the United States, attached hereto as Addendum A.

b. Carrier-Agent represents and warrants that it holds in good standing authority as a motor common carrier to transport household goods between certain points in the United States, as set forth in the Certificate(s) of Public Convenience and Necessity, attached hereto as Addendum B.

2. Agency Agreement

Wheaton and Carrier-Agent represent and warrant that they have entered into a separate Agency Agreement governing the services and compensation for transportation performed pursuant to Wheaton's motor carrier authority. The parties agree that the continuance of this Agency Agreement is a condition to the continued participation by Carrier-Agent in this Pooling Agreement.

3. Pooling

Wheaton hereby consents and agrees to divide traffic, services, and earnings in the transportation in interstate or foreign commerce of household goods to the extent that Wheaton's and Carrier-Agent's interstate motor common carrier authorities are duplicative. Carrier-Agent shall book and register all household goods shipments with Wheaton when the customer requests the services of Wheaton, or when the shipment moves beyond the mileage limitation in the pooling option elected by Carrier-Agent, as provided herein. Wheaton agrees that Carrier-Agent may, in its discretion, request that Wheaton transport a shipment within the scope of the Carrier-Agent's authorized mileage allowed by the pooling option elected by Carrier-Agent; and if Wheaton agrees, the shipment is to be booked for transportation under Wheaton's interstate motor common carrier authority.

4. Election of Pooling Option

Except for shipments booked for and registered with Wheaton, as provided in paragraph 3 above, Carrier-Agent may operate under its own motor common carrier authority to the extent provided in the pooling option elected by Carrier-Agent by execution of a designation of election form, copies of which are attached hereto. Carrier-Agent shall elect one of the following pooling options:

Option I -- Carrier-Agent agrees not to operate in interstate or foreign commerce as a motor common carrier pursuant to its motor common carrier authority to transport household goods.

Option II -- Carrier-Agent may transport under its own motor common carrier authority, in its own equipment, household goods shipments tendered for transportation in interstate or foreign commerce which are to move a distance of up to 500 miles from its principal office or within the geographic scope of its motor common carrier authority, whichever is less. Wheaton shall not be obligated to provide return loads to Carrier-Agents who elect Pooling Option II when they transport shipment under their authority. If return loads are provided under this Option, the Carrier-Agent shall be compensated on the basis of seventy-five percent (75%) of the net transportation charge (63% to Power Unit, 12% to Cargo Unit), if less than 500 miles.

"Net transportation charge," as used herein, means the revenues received for transportation, exclusive of charges for packing, unpacking, and accessorial services, after deducting all applicable pick-up charges, discounts, military shipment charges, valuation charges, and brokerage charges.

5. Change of Election of Pooling Option

Carrier-Agent may change its election of pooling option only once per year by execution of a new designation of election form transmitted to Wheaton at least thirty (30) days prior to the termination date of the previous election period.

6. Transportation by Carrier-Agent

Carrier-Agent agrees that all shipments booked for movement under its motor common carrier authority shall move pursuant to Carrier-Agent's tariff or government rate and shipping documents and in vehicles identified as those of Carrier-Agent. Carrier-Agent shall make full and complete disclosure to shipper that said shipment is being hauled by Carrier-Agent pursuant to the Carrier-Agent's operating authority and is not being hauled by Wheaton under its interstate operating authority. Copies of Carrier-Agent's shipping documents shall be provided to Wheaton upon request. Carrier-Agent shall not commingle in the same vehicle shipments moving under its operating authority with shipments booked for movement under Wheaton's interstate operating authority.

7. Violations of Agreement

Agents who violate the provisions of their pooling agreement by operating beyond their limits will be subject to penalties. The first offense will result in a \$1,000 fine, the second offense will result in a \$1,500 fine, and a third offense will result in a \$2,500 fine and possible termination of the agency agreement.

Any expenses, including attorney fees, incurred by Wheaton in collecting those amounts or in terminating the Agency Agreement or its Pooling Agreement, shall be paid by the Carrier-Agent.

Likewise, any expenses, including attorney fees, incurred by the Carrier-Agent in successfully defending any such suits shall be paid by Wheaton.

8. Compliance with Rules and Regulations

When Carrier-Agent transports shipments under its own operating authority, Carrier-Agent agrees to comply fully with the rules and regulation of the Secretary of Transportation and the various states in which Carrier-Agent operates.

9. Hold Harmless Clause

Carrier-Agent agrees to hold Wheaton harmless against any claim, demand or assertion of liability resulting from transportation performed pursuant to Carrier-Agent's motor common carrier authority and to indemnify Wheaton for any payment required to be made for loss incurred by Wheaton, including attorney fees and all necessary costs and expenses in connection therewith arising out of or connected with the operation of vehicles by Carrier-Agent under its motor common carrier authority, including any such claim, demand, assertion of liability, payment or loss arising from (1) injury or death of any driver and/or helper of Carrier-Agent; (2) personal injuries and/or property damage to the public occurring during the course of operation of Carrier-Agent's vehicles; (3) any cargo loss or damage or liability occurring while cargo is being packed or unpacked, being loaded into, being unloaded from, or transported in vehicles of Carrier-Agent; or (4) negligence and/or dishonesty of the driver and/or helpers of Carrier-Agent.

10. Insurance

Carrier-Agent agrees to maintain in full force and effect during the term of this agreement, at its own expense, workmen's compensation and employer's liability insurance, in statutory amounts as may be required by law, and bodily injury, property damage, and cargo insurance in not less than the minimum amounts required by the Secretary of Transportation and the states in which Carrier-Agent operates motor vehicles. Carrier-Agent agrees to name Wheaton as an additional named insured on its bodily injury, property damage, and cargo insurance policies and to furnish Wheaton copies of said policies or endorsements. Carrier-Agent agrees to indemnify and hold harmless Wheaton from any and all claims arising out of or in any way connected with the Carrier-Agent's failure to provide insurance as prescribed herein, including the payment of any attorney fees or costs.

11. Operating Compliance, Records and Reports

Carrier-Agent agrees to establish and maintain accurate records of the volume of shipments and revenues from household goods transportation performed under Carrier-Agent's motor common carrier authority. Carrier-Agents who select Option II will be subject to periodic audits to ensure compliance and will be required to provide proof of proper fuel tax filings, permit purchases, state and franchise tax filings, and separate order documentation, paperwork, and advertising materials.

12. Assignment

This agreement may not be assigned by Carrier-Agent.

13. Waiver Provision

The failure of either party hereto (a) to enforce at any time any of the provisions of this agreement, or (b) to exercise any option which is herein provided, or (c) to require at any time performance by the other of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this agreement, or the right of such party thereafter to enforce each and every such provision.

14. Governing Law

This agreement shall be governed by and construed according to laws of the State of Indiana.

15. Original Agreement

This agreement has been executed in duplicate and all copies shall be deemed to be an original.

16. Term of Agreement

The pooling plan evidenced by this Pooling Agreement is subject to approval by the S.T.B. This agreement shall be effective from the date of execution hereof or the effective date of approval by the S.T.B., whichever is later, and shall remain in effect until the Wheaton Agency Agreement with Carrier-Agent is terminated or Carrier-Agent breaches this Pooling Agreement, in which case the Agency Agreement may be terminated by Wheaton in accordance with the terms of this Pooling Agreement.

17. Notice

Notices required to be given under this Pooling Agreement shall be in writing addressed as follows:

If to Wheaton:

**David L. Witzerman, Vice President
Wheaton Van Lines, Inc.
8010 Castleton Road
P.O. Box 50800
Indianapolis, IN 46250-0800**

If to Carrier-Agent:

**James Conner
MoveMart, Inc.
113 Bombay Drive
Columbia, SC 29209**

Notice shall be deemed to have been given the day it shall be deposited in the United States mail, certified, postage prepaid, and addressed to the party entitled to receive notice, as herein set forth.

IN WITNESS WHEREOF, the parties have this 11th day of November, 2003, hereto caused this Pooling Agreement to be executed.

CARRIER-AGENT

By: James J. Connell
Name
General manager
Title
J. Dwayne Costner
Witness

WHEATON VAN LINES, INC.

By: [Signature]
Name
VP
Title
[Signature]
Witness

OP-AEA-26
(Rev. 10/80)

INTERSTATE COMMERCE COMMISSION
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

SERVICE DATE
Aug. 21, 1981

No. MC-87113 (Sub-No. 20) X

WHEATON VAN LINES, INC.
(Indianapolis, IN)

This Certificate of Public Convenience and Necessity is evidence of the carrier's authority to engage in transportation as a common carrier by motor vehicle

This authority will become effective only when the carrier has met the compliance requirements pertaining to insurance coverage for the protection of the public (49 CFR 43), the designation of agents upon whom process may be served (49 CFR 44), and tariffs or schedules (49 CFR 1300 through 13, revised). The carrier shall also render reasonably continuous and adequate service to the public. Failure to meet these conditions will constitute sufficient ground for the suspension, change, or revocation of this authority.

This authority is subject to any terms, conditions, and limitations as are now, or may later be, attached to this privilege.

For all carriers: Any duplication in this authority and rights currently held does not confer more than one operating right.

For common carriers with irregular route authority: Any irregular route authority authorized in this certificate may not be tacked or joined with your other irregular route authority unless joinder is specifically authorized.

The transportation service to be performed is described on the reverse side of this document and will be valid as long as the carrier maintains compliance with the above requirements.

By the Commission

Agatha L. Mergenovich
Secretary

(SEAL)

Supersedes: Certificate No. MC-87113 (Sub-Nos. and 12).

No. MC-87113 (Sub-No. 20) X

To operate as a common carrier, by motor vehicle, in interstate or foreign commerce, over irregular routes, transporting household goods, as defined by the Commission, and furniture and fixtures, between points in the United States.

ADDENDUM A

Carrier Snapshot**AUDREY CONNER**
USDOT Number: 787737**ID/Operations | [Inspections/Crashes](#) | [Safety Rating](#) | [Insurance](#)****Other Information for
this Carrier**▼ [SafeStat Results](#)▼ [Licensing &
Insurance](#)**Carriers:** If you would like to update the following ID/Operations information, please complete and submit form [MCS-150](#) which can be obtained [online](#) or from your State FMCSA office.**Carriers and other users:** If you would like to request more detailed information in the form of a MC/MIS Carrier Profile please call (800)832-5660 or (703)280-4001 (Fee Required).For help on the explanation of individual data fields, click on any field name or for help of a general nature click [here](#).**The information below reflects the content of the FMCSA management information systems as of 12/28/2003.**

Entity Type:	Carrier	Status:	Active
Legal Name:	AUDREY CONNER		
DBA Name:	MOVE MART INC		
Physical Address:	113 BOMBAY DRIVE COLUMBIA, SC 29209		
Phone:	(803) 783-5468		
Mailing Address:	113 BOMBAY DRIVE COLUMBIA, SC 29209		
USDOT Number:	787737	State Carrier ID Number:	
MC or MX Number:	351534	DUNS Number:	--
Power Units:	3	Drivers:	3
MCS-150 Form Date:	07/08/2003	MCS-150 Mileage (Year):	
Operation Classification:			
X Auth. For Hire	Priv. Pass. (Non-business)		
Exempt For Hire	Migrant		
Private(Property)	U.S. Mail		
Priv. Pass. (Business)	Fed. Gov't		
	State Gov't		
	Local Gov't		
	Indian Nation		

ADDENDUM B

Carrier Operation:		
X Interstate	Intrastate Only (HM)	Intrastate Only (Non-HM)
HM Shipper Operation:		
Interstate	Intrastate	
Cargo Carried:		
X General Freight	Liquids/Gases	Chemicals
X Household Goods	Intermodal Cont.	Commodities Dry Bulk
Metal: sheets, coils, rolls	Passengers	Refrigerated Food
Motor Vehicles	Oilfield Equipment	Beverages
Drive/Tow away	Livestock	Paper Products
Logs, Poles, Beams, Lumber	Grain, Feed, Hay	Utilities
Building Materials	Coal/Coke	Agricultural/Farm Supplies
Mobile Homes	Meat	Construction
Machinery, Large Objects	Garbage/Refuse	Water Well
Fresh Produce	US Mail	

ID/Operations | Inspections/Crashes | Safety Rating | Insurance

Inspection results for 24 months prior to: 12/28/2003

Total inspections: 4

Note: Total inspections may be less than the sum of vehicle, driver, and hazmat inspections. Click [here](#) for further information.

Inspections:

Inspection Type	Vehicle	Driver	Hazmat
Inspections	3	2	0
Out of Service	1	0	0
Out of Service %	33.3%	0%	0%
Nat'l Average %(2002)	22.90%	7.21%	5.72%

**WHEATON VAN LINES, INC.
POOLING AGREEMENT
ELECTION OF OPTION**

The undersigned has fully reviewed all of the options contained in Paragraph 4 of the Wheaton Van Lines, Inc., Pooling Agreement attached hereto, and on behalf of MoveMart, Inc., MC-351534, does hereby elect to participate under **Option #2**, which is incorporated herein by reference. Attached is a copy of (my) (our) Motor Common Carrier Authority to transport household goods.

The undersigned further acknowledges that commonly owned agencies must all be governed by the same option, in that, once a declaration is submitted, that option may not be changed until the next declaration period.

I understand that unless I select another option within thirty (30) days prior to the termination of the declaration period, the option that I have chosen shall remain in full force and effect for all subsequent declaration periods.

By: MoveMart, Inc.

Company

James J. Connors

Name

General Manager

Title

STATE OF South Carolina

COUNTY OF Richland

Subscribed and sworn to before me, a Notary Public this 4 day of November, 2003.

[Signature]

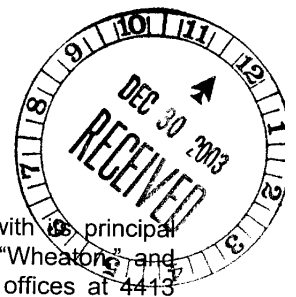
Notary Public

My Commission expires: My Commission Expires June 11, 2011

(SEAL)

ADDENDUM C

209750



POOLING AGREEMENT

AGREEMENT between Wheaton Van Lines, Inc., an Indiana corporation with principal offices at 8010 Castleton Road, Indianapolis, Indiana, hereinafter referred to as "Wheaton" and Mullen Enterprises, Inc., d/b/a Reliance Moving & Storage, Inc., with its principal offices at 4413 Roanoke Avenue, Newport News, Virginia, 23607, hereinafter referred to as "Carrier-Agent".

WITNESSETH

WHEREAS, Wheaton and Carrier-Agent are motor common carriers of household goods in interstate or foreign commerce subject to the jurisdiction of the Surface Transportation Board ("S.T.B."); and

WHEREAS, Wheaton and Carrier-Agent desire, subject to approval of the S.T.B. under 49 U.S.C. Sec. 14302, to agree to pool or divide traffic, services, and earnings in the transportation of household goods;

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, the parties hereby agree as follows:

1. Motor Carrier Operating Authority

a. Wheaton represents and warrants that it holds in good standing Certificate of Public Convenience and Necessity, No. MC-87113 (Sub-No. 20). This certificate authorizes transportation, over irregular routes, as a motor common carrier of household goods between points in the United States, attached hereto as Addendum A.

b. Carrier-Agent represents and warrants that it holds in good standing authority as a motor common carrier to transport household goods between certain points in the United States, as set forth in the Certificate(s) of Public Convenience and Necessity, attached hereto as Addendum B.

2. Agency Agreement

Wheaton and Carrier-Agent represent and warrant that they have entered into a separate Agency Agreement governing the services and compensation for transportation performed pursuant to Wheaton's motor carrier authority. The parties agree that the continuance of this Agency Agreement is a condition to the continued participation by Carrier-Agent in this Pooling Agreement.

3. Pooling

Wheaton hereby consents and agrees to divide traffic, services, and earnings in the transportation in interstate or foreign commerce of household goods to the extent that Wheaton's and Carrier-Agent's interstate motor common carrier authorities are duplicative. Carrier-Agent shall book and register all household goods shipments with Wheaton when the customer requests the services of Wheaton, or when the shipment moves beyond the mileage limitation in the pooling option elected by Carrier-Agent, as provided herein. Wheaton agrees that Carrier-Agent may, in its discretion, request that Wheaton transport a shipment within the scope of the Carrier-Agent's authorized mileage allowed by the pooling option elected by Carrier-Agent; and if Wheaton agrees, the shipment is to be booked for transportation under Wheaton's interstate motor common carrier authority.

4. Election of Pooling Option

Except for shipments booked for and registered with Wheaton, as provided in paragraph 3 above, Carrier-Agent may operate under its own motor common carrier authority to the extent provided in the pooling option elected by Carrier-Agent by execution of a designation of election form, copies of which are attached hereto. Carrier-Agent shall elect one of the following pooling options:

Option I -- Carrier-Agent agrees not to operate in interstate or foreign commerce as a motor common carrier pursuant to its motor common carrier authority to transport household goods.

Option II -- Carrier-Agent may transport under its own motor common carrier authority, in its own equipment, household goods shipments tendered for transportation in interstate or foreign commerce which are to move a distance of up to 500 miles from its principal office or within the geographic scope of its motor common carrier authority, whichever is less. Wheaton shall not be obligated to provide return loads to Carrier-Agents who elect Pooling Option II when they transport shipment under their authority. If return loads are provided under this Option, the Carrier-Agent shall be compensated on the basis of seventy-five percent (75%) of the net transportation charge (63% to Power Unit, 12% to Cargo Unit), if less than 500 miles.

"Net transportation charge," as used herein, means the revenues received for transportation, exclusive of charges for packing, unpacking, and accessorial services, after deducting all applicable pick-up charges, discounts, military shipment charges, valuation charges, and brokerage charges.

5. Change of Election of Pooling Option

Carrier-Agent may change its election of pooling option only once per year by execution of a new designation of election form transmitted to Wheaton at least thirty (30) days prior to the termination date of the previous election period.

6. Transportation by Carrier-Agent

Carrier-Agent agrees that all shipments booked for movement under its motor common carrier authority shall move pursuant to Carrier-Agent's tariff or government rate and shipping documents and in vehicles identified as those of Carrier-Agent. Carrier-Agent shall make full and complete disclosure to shipper that said shipment is being hauled by Carrier-Agent pursuant to the Carrier-Agent's operating authority and is not being hauled by Wheaton under its interstate operating authority. Copies of Carrier-Agent's shipping documents shall be provided to Wheaton upon request. Carrier-Agent shall not commingle in the same vehicle shipments moving under its operating authority with shipments booked for movement under Wheaton's interstate operating authority.

7. Violations of Agreement

Agents who violate the provisions of their pooling agreement by operating beyond their limits will be subject to penalties. The first offense will result in a \$1,000 fine, the second offense will result in a \$1,500 fine, and a third offense will result in a \$2,500 fine and possible termination of the agency agreement.

Any expenses, including attorney fees, incurred by Wheaton in collecting those amounts or in terminating the Agency Agreement or its Pooling Agreement, shall be paid by the Carrier-Agent.

Likewise, any expenses, including attorney fees, incurred by the Carrier-Agent in successfully defending any such suits shall be paid by Wheaton.

8. Compliance with Rules and Regulations

When Carrier-Agent transports shipments under its own operating authority, Carrier-Agent agrees to comply fully with the rules and regulation of the Secretary of Transportation and the various states in which Carrier-Agent operates.

9. Hold Harmless Clause

Carrier-Agent agrees to hold Wheaton harmless against any claim, demand or assertion of liability resulting from transportation performed pursuant to Carrier-Agent's motor common carrier authority and to indemnify Wheaton for any payment required to be made for loss incurred by Wheaton, including attorney fees and all necessary costs and expenses in connection therewith arising out of or connected with the operation of vehicles by Carrier-Agent under its motor common carrier authority, including any such claim, demand, assertion of liability, payment or loss arising from (1) injury or death of any driver and/or helper of Carrier-Agent; (2) personal injuries and/or property damage to the public occurring during the course of operation of Carrier-Agent's vehicles; (3) any cargo loss or damage or liability occurring while cargo is being packed or unpacked, being loaded into, being unloaded from, or transported in vehicles of Carrier-Agent; or (4) negligence and/or dishonesty of the driver and/or helpers of Carrier-Agent.

10. Insurance

Carrier-Agent agrees to maintain in full force and effect during the term of this agreement, at its own expense, workmen's compensation and employer's liability insurance, in statutory amounts as may be required by law, and bodily injury, property damage, and cargo insurance in not less than the minimum amounts required by the Secretary of Transportation and the states in which Carrier-Agent operates motor vehicles. Carrier-Agent agrees to name Wheaton as an additional named insured on its bodily injury, property damage, and cargo insurance policies and to furnish Wheaton copies of said policies or endorsements. Carrier-Agent agrees to indemnify and hold harmless Wheaton from any and all claims arising out of or in any way connected with the Carrier-Agent's failure to provide insurance as prescribed herein, including the payment of any attorney fees or costs.

11. Operating Compliance, Records and Reports

Carrier-Agent agrees to establish and maintain accurate records of the volume of shipments and revenues from household goods transportation performed under Carrier-Agent's motor common carrier authority. Carrier-Agents who select Option II will be subject to periodic audits to ensure compliance and will be required to provide proof of proper fuel tax filings, permit purchases, state and franchise tax filings, and separate order documentation, paperwork, and advertising materials.

12. Assignment

This agreement may not be assigned by Carrier-Agent.

13. Waiver Provision

The failure of either party hereto (a) to enforce at any time any of the provisions of this agreement, or (b) to exercise any option which is herein provided, or (c) to require at any time performance by the other of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this agreement, or the right of such party thereafter to enforce each and every such provision.

14. Governing Law

This agreement shall be governed by and construed according to laws of the State of Indiana.

15. Original Agreement

This agreement has been executed in duplicate and all copies shall be deemed to be an original.

16. Term of Agreement

The pooling plan evidenced by this Pooling Agreement is subject to approval by the S.T.B. This agreement shall be effective from the date of execution hereof or the effective date of approval by the S.T.B., whichever is later, and shall remain in effect until the Wheaton Agency Agreement with Carrier-Agent is terminated or Carrier-Agent breaches this Pooling Agreement, in which case the Agency Agreement may be terminated by Wheaton in accordance with the terms of this Pooling Agreement.

17. Notice

Notices required to be given under this Pooling Agreement shall be in writing addressed as follows:

If to Wheaton:

**David L. Witzerman, Vice President
Wheaton Van Lines, Inc.
8010 Castleton Road
P.O. Box 50800
Indianapolis, IN 46250-0800**

If to Carrier-Agent:

**Ann Mullen
Reliance Moving & Storage, Inc.
4413 Roanoke Avenue
Newport News, VA 23607**

Notice shall be deemed to have been given the day it shall be deposited in the United States mail, certified, postage prepaid, and addressed to the party entitled to receive notice, as herein set forth.

IN WITNESS WHEREOF, the parties have this 10 day of July,
2002, hereto caused this Pooling Agreement to be executed.

CARRIER-AGENT

By: Ronald Muller
Name
President
Title
Ann Muller
Witness

WHEATON VAN LINES, INC.

By: [Signature]
Name
VP
Title
Janet Keim
Witness

OP-AEA-26
(Rev. 10/80)

INTERSTATE COMMERCE COMMISSION
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

SERVICE DATE
Aug. 21, 1981

No. MC-87113 (Sub-No. 20) X

WHEATON VAN LINES, INC.
(Indianapolis, IN)

This Certificate of Public Convenience and Necessity is evidence of the carrier's authority to engage in transportation as a common carrier by motor vehicle

This authority will become effective only when the carrier has met the compliance requirements pertaining to insurance coverage for the protection of the public (49 CFR 43), the designation of agents upon whom process may be served (49 CFR 44), and tariffs or schedules (49 CFR 1300 through 13, revised). The carrier shall also render reasonably continuous and adequate service to the public. Failure to meet these conditions will constitute sufficient ground for the suspension, change, or revocation of this authority.

This authority is subject to any terms, conditions, and limitations as are now, or may later be, attached to this privilege.

For all carriers: Any duplication in this authority and rights currently held does not confer more than one operating right.

For common carriers with irregular route authority: Any irregular route authority authorized in this certificate may not be tacked or joined with your other irregular route authority unless joinder is specifically authorized.

The transportation service to be performed is described on the reverse side of this document and will be valid as long as the carrier maintains compliance with the above requirements.

By the Commission

Agatha L. Mergenovich
Secretary

(SEAL)

Supersedes: Certificate No. MC-87113 (Sub-Nos. and 12).

No. MC-87113 (Sub-No. 20) X

To operate as a common carrier, by motor vehicle, in interstate or foreign commerce, over irregular routes, transporting household goods, as defined by the Commission, and furniture and fixtures, between points in the United States.

ADDENDUM A

Carrier Snapshot

MULLEN ENTERPRISES INC
USDOT Number: 260690

ID/Operations | [Inspections/Crashes](#) | [Safety Rating](#) | [Insurance](#)

Carriers: If you would like to update the following ID/Operations information, please complete and submit form [MCS-150](#) which can be obtained [online](#) or from your State FMCSA office.

Carriers and other users: If you would like to request more detailed information in the form of a MCMIS Carrier Profile please call (800)832-5660 or (703)280-4001 (Fee Required).

For help on the explanation of individual data fields, click on any field name or for help of a general nature click [here](#).

The information below reflects the content of the FMCSA management information systems as of 12/28/2003.

Other Information for this Carrier▼ [SafeStat Results](#)▼ [Licensing & Insurance](#)

Entity Type:	Carrier	Status:	Active
Legal Name:	MULLEN ENTERPRISES INC		
DBA Name:			
Physical Address:	4413 ROANOKE AVENUE NEWPORT NEWS, VA 23607		
Phone:	(757) 244-1461		
Mailing Address:	P O BOX 1697 NEWPORT NEWS, VA 23601		
USDOT Number:	260690	State Carrier ID Number:	
MC or MX Number:	176052	DUNS Number:	83-222-3630
Power Units:	3	Drivers:	2
MCS-150 Form Date:	10/15/2003	MCS-150 Mileage (Year):	
Operation Classification:			
☒ Auth. For Hire	Priv. Pass.(Non-business)	State Gov't	
☐ Exempt For Hire	Migrant	Local Gov't	
☐ Private(Property)	U.S. Mail	Indian Nation	
☐ Priv. Pass. (Business)	Fed. Gov't		

ADDENDUM B

Carrier Operation:		
X Interstate	Intrastate Only (HM)	Intrastate Only (Non-HM)
HM Shipper Operation:		
Interstate	Intrastate	
Cargo Carried:		
General Freight	Liquids/Gases	Chemicals
X Household Goods	Intermodal Cont.	Commodities Dry Bulk
Metal: sheets, coils, rolls	Passengers	Refrigerated Food
Motor Vehicles	Oilfield Equipment	Beverages
Drive/Tow away	Livestock	Paper Products
Logs, Poles, Beams, Lumber	Grain, Feed, Hay	Utilities
Building Materials	Coal/Coke	Agricultural/Farm Supplies
Mobile Homes	Meat	Construction
Machinery, Large Objects	Garbage/Refuse	Water Well
Fresh Produce	US Mail	

ID/Operations | Inspections/Crashes | Safety Rating | Insurance

Inspection results for 24 months prior to: 12/28/2003

Total inspections: 0

Note: Total inspections may be less than the sum of vehicle, driver, and hazmat inspections. Click [here](#) for further information.

Inspections:

Inspection Type	Vehicle	Driver	Hazmat
Inspections	0	0	0
Out of Service	0	0	0
Out of Service %	0%	0%	0%
Nat'l Average %(2002)	22.90%	7.21%	5.72%

**WHEATON VAN LINES, INC.
POOLING AGREEMENT
ELECTION OF OPTION**

The undersigned has fully reviewed all of the options contained in Paragraph 4 of the Wheaton Van Lines, Inc., Pooling Agreement attached hereto, and on behalf of Reliance Moving & Storage, Inc., MC-176052, does hereby elect to participate under Option II, which is incorporated herein by reference. Attached is a copy of (my) (our) Motor Common Carrier Authority to transport household goods.

The undersigned further acknowledges that commonly owned agencies must all be governed by the same option, in that, once a declaration is submitted, that option may not be changed until the next declaration period.

I understand that unless I select another option within thirty (30) days prior to the termination of the declaration period, the option that I have chosen shall remain in full force and effect for all subsequent declaration periods.

By: Mullen Enterprises Inc
Company
Ronald Mullen
Name
President
Title

STATE OF Virginia
City
COUNTY OF Newport News

Subscribed and sworn to before me, a Notary Public this 10 day of July, 2005.

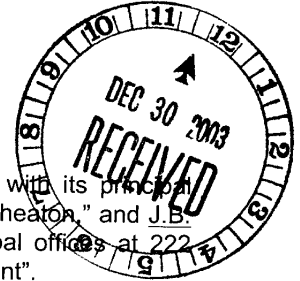
Alyna L Kane
Notary Public

My Commission expires: 30 June 2007

(SEAL)

ADDENDUM C

209750



POOLING AGREEMENT

AGREEMENT between Wheaton Van Lines, Inc., an Indiana corporation with its principal offices at 8010 Castleton Road, Indianapolis, Indiana, hereinafter referred to as "Wheaton," and J.B. Moving Services, Inc. d/b/a J.B. & Frank's Moving Services, Inc., with its principal offices at 222 Selleck Street, Stamford, Connecticut, 06902, hereinafter referred to as "Carrier-Agent".

WITNESSETH

WHEREAS, Wheaton and Carrier-Agent are motor common carriers of household goods in interstate or foreign commerce subject to the jurisdiction of the Surface Transportation Board ("S.T.B."); and

WHEREAS, Wheaton and Carrier-Agent desire, subject to approval of the S.T.B. under 49 U.S.C. Sec. 14302, to agree to pool or divide traffic, services, and earnings in the transportation of household goods;

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, the parties hereby agree as follows:

1. Motor Carrier Operating Authority

a. Wheaton represents and warrants that it holds in good standing Certificate of Public Convenience and Necessity, No. MC-87113 (Sub-No. 20). This certificate authorizes transportation, over irregular routes, as a motor common carrier of household goods between points in the United States, attached hereto as Addendum A.

b. Carrier-Agent represents and warrants that it holds in good standing authority as a motor common carrier to transport household goods between certain points in the United States, as set forth in the Certificate(s) of Public Convenience and Necessity, attached hereto as Addendum B.

2. Agency Agreement

Wheaton and Carrier-Agent represent and warrant that they have entered into a separate Agency Agreement governing the services and compensation for transportation performed pursuant to Wheaton's motor carrier authority. The parties agree that the continuance of this Agency Agreement is a condition to the continued participation by Carrier-Agent in this Pooling Agreement.

3. Pooling

Wheaton hereby consents and agrees to divide traffic, services, and earnings in the transportation in interstate or foreign commerce of household goods to the extent that Wheaton's and Carrier-Agent's interstate motor common carrier authorities are duplicative. Carrier-Agent shall book and register all household goods shipments with Wheaton when the customer requests the services of Wheaton, or when the shipment moves beyond the mileage limitation in the pooling option elected by Carrier-Agent, as provided herein. Wheaton agrees that Carrier-Agent may, in its discretion, request that Wheaton transport a shipment within the scope of the Carrier-Agent's authorized mileage allowed by the pooling option elected by Carrier-Agent; and if Wheaton agrees, the shipment is to be booked for transportation under Wheaton's interstate motor common carrier authority.

4. Election of Pooling Option

Except for shipments booked for and registered with Wheaton, as provided in paragraph 3 above, Carrier-Agent may operate under its own motor common carrier authority to the extent provided in the pooling option elected by Carrier-Agent by execution of a designation of election form, copies of which are attached hereto. Carrier-Agent shall elect one of the following pooling options:

Option I -- Carrier-Agent agrees not to operate in interstate or foreign commerce as a motor common carrier pursuant to its motor common carrier authority to transport household goods.

Option II -- Carrier-Agent may transport under its own motor common carrier authority, in its own equipment, household goods shipments tendered for transportation in interstate or foreign commerce which are to move a distance of up to 500 miles from its principal office or within the geographic scope of its motor common carrier authority, whichever is less. Wheaton shall not be obligated to provide return loads to Carrier-Agents who elect Pooling Option II when they transport shipment under their authority. If return loads are provided under this Option, the Carrier-Agent shall be compensated on the basis of seventy-five percent (75%) of the net transportation charge (63% to Power Unit, 12% to Cargo Unit), if less than 500 miles.

"Net transportation charge," as used herein, means the revenues received for transportation, exclusive of charges for packing, unpacking, and accessorial services, after deducting all applicable pick-up charges, discounts, military shipment charges, valuation charges, and brokerage charges.

5. Change of Election of Pooling Option

Carrier-Agent may change its election of pooling option only once per year by execution of a new designation of election form transmitted to Wheaton at least thirty (30) days prior to the termination date of the previous election period.

6. Transportation by Carrier-Agent

Carrier-Agent agrees that all shipments booked for movement under its motor common carrier authority shall move pursuant to Carrier-Agent's tariff or government rate and shipping documents and in vehicles identified as those of Carrier-Agent. Carrier-Agent shall make full and complete disclosure to shipper that said shipment is being hauled by Carrier-Agent pursuant to the Carrier-Agent's operating authority and is not being hauled by Wheaton under its interstate operating authority. Copies of Carrier-Agent's shipping documents shall be provided to Wheaton upon request. Carrier-Agent shall not commingle in the same vehicle shipments moving under its operating authority with shipments booked for movement under Wheaton's interstate operating authority.

7. Violations of Agreement

Agents who violate the provisions of their pooling agreement by operating beyond their limits will be subject to penalties. The first offense will result in a \$1,000 fine, the second offense will result in a \$1,500 fine, and a third offense will result in a \$2,500 fine and possible termination of the agency agreement.

Any expenses, including attorney fees, incurred by Wheaton in collecting those amounts or in terminating the Agency Agreement or its Pooling Agreement, shall be paid by the Carrier-Agent.

Likewise, any expenses, including attorney fees, incurred by the Carrier-Agent in successfully defending any such suits shall be paid by Wheaton.

8. Compliance with Rules and Regulations

When Carrier-Agent transports shipments under its own operating authority, Carrier-Agent agrees to comply fully with the rules and regulation of the Secretary of Transportation and the various states in which Carrier-Agent operates.

9. Hold Harmless Clause

Carrier-Agent agrees to hold Wheaton harmless against any claim, demand or assertion of liability resulting from transportation performed pursuant to Carrier-Agent's motor common carrier authority and to indemnify Wheaton for any payment required to be made for loss incurred by Wheaton, including attorney fees and all necessary costs and expenses in connection therewith arising out of or connected with the operation of vehicles by Carrier-Agent under its motor common carrier authority, including any such claim, demand, assertion of liability, payment or loss arising from (1) injury or death of any driver and/or helper of Carrier-Agent; (2) personal injuries and/or property damage to the public occurring during the course of operation of Carrier-Agent's vehicles; (3) any cargo loss or damage or liability occurring while cargo is being packed or unpacked, being loaded into, being unloaded from, or transported in vehicles of Carrier-Agent; or (4) negligence and/or dishonesty of the driver and/or helpers of Carrier-Agent.

10. Insurance

Carrier-Agent agrees to maintain in full force and effect during the term of this agreement, at its own expense, workmen's compensation and employer's liability insurance, in statutory amounts as may be required by law, and bodily injury, property damage, and cargo insurance in not less than the minimum amounts required by the Secretary of Transportation and the states in which Carrier-Agent operates motor vehicles. Carrier-Agent agrees to name Wheaton as an additional named insured on its bodily injury, property damage, and cargo insurance policies and to furnish Wheaton copies of said policies or endorsements. Carrier-Agent agrees to indemnify and hold harmless Wheaton from any and all claims arising out of or in any way connected with the Carrier-Agent's failure to provide insurance as prescribed herein, including the payment of any attorney fees or costs.

11. Operating Compliance, Records and Reports

Carrier-Agent agrees to establish and maintain accurate records of the volume of shipments and revenues from household goods transportation performed under Carrier-Agent's motor common carrier authority. Carrier-Agents who select Option II will be subject to periodic audits to ensure compliance and will be required to provide proof of proper fuel tax filings, permit purchases, state and franchise tax filings, and separate order documentation, paperwork, and advertising materials.

12. Assignment

This agreement may not be assigned by Carrier-Agent.

13. Waiver Provision

The failure of either party hereto (a) to enforce at any time any of the provisions of this agreement, or (b) to exercise any option which is herein provided, or (c) to require at any time performance by the other of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this agreement, or the right of such party thereafter to enforce each and every such provision.

14. Governing Law

This agreement shall be governed by and construed according to laws of the State of Indiana.

15. Original Agreement

This agreement has been executed in duplicate and all copies shall be deemed to be an original.

16. Term of Agreement

The pooling plan evidenced by this Pooling Agreement is subject to approval by the S.T.B. This agreement shall be effective from the date of execution hereof or the effective date of approval by the S.T.B., whichever is later, and shall remain in effect until the Wheaton Agency Agreement with Carrier-Agent is terminated or Carrier-Agent breaches this Pooling Agreement, in which case the Agency Agreement may be terminated by Wheaton in accordance with the terms of this Pooling Agreement.

17. Notice

Notices required to be given under this Pooling Agreement shall be in writing addressed as follows:

If to Wheaton:

**David L. Witzerman, Vice President
Wheaton Van Lines, Inc.
8010 Castleton Road
P.O. Box 50800
Indianapolis, IN 46250-0800**

If to Carrier-Agent:

**Joseph Barone, Jr.
J.B. Moving Services, Inc., d/b/a J.B. & Frank's Moving Services, Inc.
222 Selleck Street
Stamford, CT 06902**

Notice shall be deemed to have been given the day it shall be deposited in the United States mail, certified, postage prepaid, and addressed to the party entitled to receive notice, as herein set forth.

IN WITNESS WHEREOF, the parties have this 28 day of FEBRUARY, 2003, hereto caused this Pooling Agreement to be executed.

CARRIER-AGENT

By: Joseph A. Barry
Name PRESIDENT
Title VP
Witness W. W. Saxon

WHEATON VAN LINES, INC.

By: [Signature]
Name VP
Title Janet Keim
Witness

OP-AEA-26
(Rev. 10/80)

INTERSTATE COMMERCE COMMISSION
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

SERVICE DATE
Aug. 21, 1981

No. MC-87113 (Sub-No. 20) X

WHEATON VAN LINES, INC.
(Indianapolis, IN)

This Certificate of Public Convenience and Necessity is evidence of the carrier's authority to engage in transportation as a common carrier by motor vehicle

This authority will become effective only when the carrier has met the compliance requirements pertaining to insurance coverage for the protection of the public (49 CFR 43), the designation of agents upon whom process may be served (49 CFR 44), and tariffs or schedules (49 CFR 1300 through 13, revised). The carrier shall also render reasonably continuous and adequate service to the public. Failure to meet these conditions will constitute sufficient ground for the suspension, change, or revocation of this authority.

This authority is subject to any terms, conditions, and limitations as are now, or may later be, attached to this privilege.

For all carriers: Any duplication in this authority and rights currently held does not confer more than one operating right.

For common carriers with irregular route authority: Any irregular route authority authorized in this certificate may not be tacked or joined with your other irregular route authority unless joinder is specifically authorized.

The transportation service to be performed is described on the reverse side of this document and will be valid as long as the carrier maintains compliance with the above requirements.

By the Commission

Agatha L. Mergenovich
Secretary

(SEAL)

Supersedes: Certificate No. MC-87113 (Sub-Nos. and 12).

No. MC-87113 (Sub-No. 20) X

To operate as a common carrier, by motor vehicle, in interstate or foreign commerce, over irregular routes, transporting household goods, as defined by the Commission, and furniture and fixtures, between points in the United States.

ADDENDUM A

Carrier Snapshot

J B MOVING SERVICES INC
USDOT Number: 517785

ID/Operations | [Inspections/Crashes](#) | [Safety Rating](#) | [Insurance](#)

Carriers: If you would like to update the following ID/Operations information, please complete and submit form [MCS-150](#) which can be obtained [online](#) or from your State FMCSA office.

Carriers and other users: If you would like to request more detailed information in the form of a MCMIS Carrier Profile please call (800)832-5660 or (703)280-4001 (Fee Required).

For help on the explanation of individual data fields, click on any field name or for help of a general nature click [here](#).

The information below reflects the content of the FMCSA management information systems as of 12/28/2003.

Other Information for this Carrier▼ [SafeStat Results](#)▼ [Licensing & Insurance](#)

Entity Type:	Carrier	Status:	Active
Legal Name:	J B MOVING SERVICES INC		
DBA Name:			
Physical Address:	222 SELLECK STREET STAMFORD, CT 06902		
Phone:	(203) 602-7979		
Mailing Address:	222 SELLECK STREET STAMFORD, CT 06902		
USDOT Number:	517785	State Carrier ID Number:	
MC or MX Number:	196878	DUNS Number:	--
Power Units:	14	Drivers:	9
MCS-150 Form Date:	05/02/2002	MCS-150 Mileage (Year):	60,000 (2001)
Operation Classification:			
X Auth. For Hire	Priv. Pass.(Non-business)	State Gov't	
Exempt For Hire	Migrant	Local Gov't	
Private(Property)	U.S. Mail	Indian Nation	
Priv. Pass. (Business)	Fed. Gov't		

Carrier Operation:		
X Interstate	Intrastate Only (HM)	Intrastate Only (Non-HM)
HM Shipper Operation:		
Interstate	Intrastate	
Cargo Carried:		
General Freight	Liquids/Gases	Chemicals
X Household Goods	Intermodal Cont.	Commodities Dry Bulk
Metal: sheets, coils, rolls	Passengers	Refrigerated Food
Motor Vehicles	Oilfield Equipment	Beverages
Drive/Tow away	Livestock	Paper Products
Logs, Poles, Beams, Lumber	Grain, Feed, Hay	Utilities
Building Materials	Coal/Coke	Agricultural/Farm Supplies
Mobile Homes	Meat	Construction
Machinery, Large Objects	Garbage/Refuse	Water Well
Fresh Produce	US Mail	

ID/Operations | Inspections/Crashes | Safety Rating | Insurance

Inspection results for 24 months prior to: 12/28/2003

Total inspections: 4

Note: Total inspections may be less than the sum of vehicle, driver, and hazmat inspections. Click here for further information.

Inspections:

Inspection Type	Vehicle	Driver	Hazmat
Inspections	4	4	0
Out of Service	1	2	0
Out of Service %	25%	50%	0%
Nat'l Average %(2002)	22.90%	7.21%	5.72%

**WHEATON VAN LINES, INC.
POOLING AGREEMENT
ELECTION OF OPTION**

The undersigned has fully reviewed all of the options contained in Paragraph 4 of the Wheaton Van Lines, Inc., Pooling Agreement attached hereto, and on behalf of J.B. Moving Services, Inc., d/b/a J.B. & Frank's Moving Services, Inc., MC-196878, does hereby elect to participate under **Option 2**, which is incorporated herein by reference. Attached is a copy of (my) (our) S.T.B. Motor Common Carrier Authority to transport household goods.

The undersigned further acknowledges that commonly owned agencies must all be governed by the same option, in that, once a declaration is submitted, that option may not be changed until the next declaration period.

I understand that unless I select another option within thirty (30) days prior to the termination of the declaration period, the option that I have chosen shall remain in full force and effect for all subsequent declaration periods.

By:

J.B. MOVING SERVICES INC.

Company

Joseph A. Burt Joseph A. Burt

Name

PRESIDENT

Title

STATE OF NEW YORK

COUNTY OF WESTCHESTER

Subscribed and sworn to before me, a Notary Public this 28 day of APRIL, 2003

Margaret Ryan

Notary Public

My Commission expires: 7/17/03

(SEAL)

ADDENDUM C

MARGARET RYAN
Notary Public State of New York
No. 4953489
Qualified in Westchester County
Commission Expires July 17, 2003

POOLING AGREEMENT

AGREEMENT between Wheaton Van Lines, Inc., an Indiana corporation with its principal offices at 8010 Castleton Road, Indianapolis, Indiana, hereinafter referred to as "Wheaton," and Paul's Transfer Co., Inc., with its principal offices at 340 Anderson Street, Phillipsburg, MO, 64865, hereinafter referred to as "Carrier-Agent".



WITNESSETH

WHEREAS, Wheaton and Carrier-Agent are motor common carriers of household goods in interstate or foreign commerce subject to the jurisdiction of the Surface Transportation Board ("S.T.B."); and

WHEREAS, Wheaton and Carrier-Agent desire, subject to approval of the S.T.B. under 49 U.S.C. Sec. 14302, to agree to pool or divide traffic, services, and earnings in the transportation of household goods;

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, the parties hereby agree as follows:

1. Motor Carrier Operating Authority

a. Wheaton represents and warrants that it holds in good standing Certificate of Public Convenience and Necessity, No. MC-87113 (Sub-No. 20). This certificate authorizes transportation, over irregular routes, as a motor common carrier of household goods between points in the United States, attached hereto as Addendum A.

b. Carrier-Agent represents and warrants that it holds in good standing authority as a motor common carrier to transport household goods between certain points in the United States, as set forth in the Certificate(s) of Public Convenience and Necessity, attached hereto as Addendum B.

2. Agency Agreement

Wheaton and Carrier-Agent represent and warrant that they have entered into a separate Agency Agreement governing the services and compensation for transportation performed pursuant to Wheaton's motor carrier authority. The parties agree that the continuance of this Agency Agreement is a condition to the continued participation by Carrier-Agent in this Pooling Agreement.

3. Pooling

Wheaton hereby consents and agrees to divide traffic, services, and earnings in the transportation in interstate or foreign commerce of household goods to the extent that Wheaton's and Carrier-Agent's interstate motor common carrier authorities are duplicative. Carrier-Agent shall book and register all household goods shipments with Wheaton when the customer requests the services of Wheaton, or when the shipment moves beyond the mileage limitation in the pooling option elected by Carrier-Agent, as provided herein. Wheaton agrees that Carrier-Agent may, in its discretion, request that Wheaton transport a shipment within the scope of the Carrier-Agent's authorized mileage allowed by the pooling option elected by Carrier-Agent; and if Wheaton agrees, the shipment is to be booked for transportation under Wheaton's interstate motor common carrier authority.

4. Election of Pooling Option

Except for shipments booked for and registered with Wheaton, as provided in paragraph 3 above, Carrier-Agent may operate under its own motor common carrier authority to the extent provided in the pooling option elected by Carrier-Agent by execution of a designation of election form, copies of which are attached hereto. Carrier-Agent shall elect one of the following pooling options:

Option I -- Carrier-Agent agrees not to operate in interstate or foreign commerce as a motor common carrier pursuant to its motor common carrier authority to transport household goods.

Option II -- Carrier-Agent may transport under its own motor common carrier authority, in its own equipment, household goods shipments tendered for transportation in interstate or foreign commerce which are to move a distance of up to 500 miles from its principal office or within the geographic scope of its motor common carrier authority, whichever is less. Wheaton shall not be obligated to provide return loads to Carrier-Agents who elect Pooling Option II when they transport shipment under their authority. If return loads are provided under this Option, the Carrier-Agent shall be compensated on the basis of seventy-five percent (75%) of the net transportation charge (63% to Power Unit, 12% to Cargo Unit), if less than 500 miles.

"Net transportation charge," as used herein, means the revenues received for transportation, exclusive of charges for packing, unpacking, and accessorial services, after deducting all applicable pick-up charges, discounts, military shipment charges, valuation charges, and brokerage charges.

5. Change of Election of Pooling Option

Carrier-Agent may change its election of pooling option only once per year by execution of a new designation of election form transmitted to Wheaton at least thirty (30) days prior to the termination date of the previous election period.

6. Transportation by Carrier-Agent

Carrier-Agent agrees that all shipments booked for movement under its motor common carrier authority shall move pursuant to Carrier-Agent's tariff or government rate and shipping documents and in vehicles identified as those of Carrier-Agent. Carrier-Agent shall make full and complete disclosure to shipper that said shipment is being hauled by Carrier-Agent pursuant to the Carrier-Agent's operating authority and is not being hauled by Wheaton under its interstate operating authority. Copies of Carrier-Agent's shipping documents shall be provided to Wheaton upon request. Carrier-Agent shall not commingle in the same vehicle shipments moving under its operating authority with shipments booked for movement under Wheaton's interstate operating authority.

7. Violations of Agreement

Agents who violate the provisions of their pooling agreement by operating beyond their limits will be subject to penalties. The first offense will result in a \$1,000 fine, the second offense will result in a \$1,500 fine, and a third offense will result in a \$2,500 fine and possible termination of the agency agreement.

Any expenses, including attorney fees, incurred by Wheaton in collecting those amounts or in terminating the Agency Agreement or its Pooling Agreement, shall be paid by the Carrier-Agent.

Likewise, any expenses, including attorney fees, incurred by the Carrier-Agent in successfully defending any such suits shall be paid by Wheaton.

8. Compliance with Rules and Regulations

When Carrier-Agent transports shipments under its own operating authority, Carrier-Agent agrees to comply fully with the rules and regulation of the Secretary of Transportation and the various states in which Carrier-Agent operates.

9. Hold Harmless Clause

Carrier-Agent agrees to hold Wheaton harmless against any claim, demand or assertion of liability resulting from transportation performed pursuant to Carrier-Agent's motor common carrier authority and to indemnify Wheaton for any payment required to be made for loss incurred by Wheaton, including attorney fees and all necessary costs and expenses in connection therewith arising out of or connected with the operation of vehicles by Carrier-Agent under its motor common carrier authority, including any such claim, demand, assertion of liability, payment or loss arising from (1) injury or death of any driver and/or helper of Carrier-Agent; (2) personal injuries and/or property damage to the public occurring during the course of operation of Carrier-Agent's vehicles; (3) any cargo loss or damage or liability occurring while cargo is being packed or unpacked, being loaded into, being unloaded from, or transported in vehicles of Carrier-Agent; or (4) negligence and/or dishonesty of the driver and/or helpers of Carrier-Agent.

10. Insurance

Carrier-Agent agrees to maintain in full force and effect during the term of this agreement, at its own expense, workmen's compensation and employer's liability insurance, in statutory amounts as may be required by law, and bodily injury, property damage, and cargo insurance in not less than the minimum amounts required by the Secretary of Transportation and the states in which Carrier-Agent operates motor vehicles. Carrier-Agent agrees to name Wheaton as an additional named insured on its bodily injury, property damage, and cargo insurance policies and to furnish Wheaton copies of said policies or endorsements. Carrier-Agent agrees to indemnify and hold harmless Wheaton from any and all claims arising out of or in any way connected with the Carrier-Agent's failure to provide insurance as prescribed herein, including the payment of any attorney fees or costs.

11. Operating Compliance, Records and Reports

Carrier-Agent agrees to establish and maintain accurate records of the volume of shipments and revenues from household goods transportation performed under Carrier-Agent's motor common carrier authority. Carrier-Agents who select Option II will be subject to periodic audits to ensure compliance and will be required to provide proof of proper fuel tax filings, permit purchases, state and franchise tax filings, and separate order documentation, paperwork, and advertising materials.

12. Assignment

This agreement may not be assigned by Carrier-Agent.

13. Waiver Provision

The failure of either party hereto (a) to enforce at any time any of the provisions of this agreement, or (b) to exercise any option which is herein provided, or (c) to require at any time performance by the other of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this agreement, or the right of such party thereafter to enforce each and every such provision.

14. Governing Law

This agreement shall be governed by and construed according to laws of the State of Indiana.

15. Original Agreement

This agreement has been executed in duplicate and all copies shall be deemed to be an original.

16. Term of Agreement

The pooling plan evidenced by this Pooling Agreement is subject to approval by the S.T.B. This agreement shall be effective from the date of execution hereof or the effective date of approval by the S.T.B., whichever is later, and shall remain in effect until the Wheaton Agency Agreement with Carrier-Agent is terminated or Carrier-Agent breaches this Pooling Agreement, in which case the Agency Agreement may be terminated by Wheaton in accordance with the terms of this Pooling Agreement.

17. Notice

Notices required to be given under this Pooling Agreement shall be in writing addressed as follows:

If to Wheaton:
David L. Witzerman, Vice President
Wheaton Van Lines, Inc.
8010 Castleton Road
P.O. Box 50800
Indianapolis, IN 46250-0800

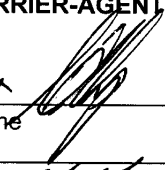
If to Carrier-Agent:

Steve Leap
Paul's Transfer Co., Inc.
340 Anderson Street
Phillipsburg, NJ 08865

Notice shall be deemed to have been given the day it shall be deposited in the United States mail, certified, postage prepaid, and addressed to the party entitled to receive notice, as herein set forth.

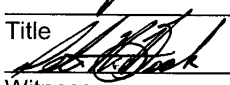
IN WITNESS WHEREOF, the parties have this 16th day of October, 2000~~3~~, hereto caused this Pooling Agreement to be executed.

CARRIER-AGENT

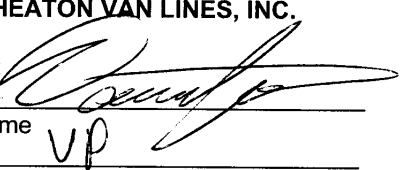
By: 

Name _____

Title _____

Witness 

WHEATON VAN LINES, INC.

By: 

Name VP

Title Janet Klein

Witness _____

OP-AEA-26
(Rev. 10/80)

INTERSTATE COMMERCE COMMISSION
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

SERVICE DATE
Aug. 21, 1981

No. MC-87113 (Sub-No. 20) X

WHEATON VAN LINES, INC.
(Indianapolis, IN)

This Certificate of Public Convenience and Necessity is evidence of the carrier's authority to engage in transportation as a common carrier by motor vehicle

This authority will become effective only when the carrier has met the compliance requirements pertaining to insurance coverage for the protection of the public (49 CFR 43), the designation of agents upon whom process may be served (49 CFR 44), and tariffs or schedules (49 CFR 1300 through 13, revised). The carrier shall also render reasonably continuous and adequate service to the public. Failure to meet these conditions will constitute sufficient ground for the suspension, change, or revocation of this authority.

This authority is subject to any terms, conditions, and limitations as are now, or may later be, attached to this privilege.

For all carriers: Any duplication in this authority and rights currently held does not confer more than one operating right.

For common carriers with irregular route authority: Any irregular route authority authorized in this certificate may not be tacked or joined with your other irregular route authority unless joinder is specifically authorized.

The transportation service to be performed is described on the reverse side of this document and will be valid as long as the carrier maintains compliance with the above requirements.

By the Commission

Agatha L. Mergenovich
Secretary

(SEAL)

Supersedes: Certificate No. MC-87113 (Sub-Nos. and 12).

No. MC-87113 (Sub-No. 20) X

To operate as a common carrier, by motor vehicle, in interstate or foreign commerce, over irregular routes, transporting household goods, as defined by the Commission, and furniture and fixtures, between points in the United States.

ADDENDUM A

INTERSTATE COMMERCE COMMISSION

CERTIFICATE

SERVICE DATE

No. MC 199726

FEB 23 1988 -

PAUL H. CLARK
d/b/a PAUL'S TRANSFER
BAPTISTOWN, NJ

This Certificate is evidence of the carrier's authority to engage in transportation as a common carrier by motor vehicle.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043); the designation of agents upon whom process may be served (49 CFR 1044); and tariffs or schedules (49 CFR 1300 through 1310, revised). The carrier shall also render reasonably continuous and adequate service to the public. Failure to meet these conditions will constitute sufficient grounds for the suspension, change, or revocation of this authority.

This authority is subject to any terms, conditions, and limitations as are now, or may later be, attached to this privilege.

For common carriers with irregular route authority: Any irregular route authority authorized in this Certificate may not be tacked or joined with your other irregular route authority unless joinder is specifically authorized.

The transportation service to be performed is described on the reverse side of this document.

By the Commission.

(SEAL)

NORETA R. MCGEE,
Secretary.

NOTE: If there are any discrepancies regarding this document, please notify the Commission within 30 days.

No. MC 199726

Page 2

To operate as a common carrier, by motor vehicle, in interstate or foreign commerce, over irregular routes, transporting household goods and furniture and fixtures, between points in ME, FL, NY, NJ, and IL.

ADDENDUM B

**WHEATON VAN LINES, INC.
POOLING AGREEMENT
ELECTION OF OPTION**

The undersigned has fully reviewed all of the options contained in Paragraph 4 of the Wheaton Van Lines, Inc., Pooling Agreement attached hereto, and on behalf of Paul's Transfer Co., Inc., MC-199726, does hereby elect to participate under Option 2, which is incorporated herein by reference. Attached is a copy of (my) (our) Motor Common Carrier Authority to transport household goods.

The undersigned further acknowledges that commonly owned agencies must all be governed by the same option, in that, once a declaration is submitted, that option may not be changed until the next declaration period.

I understand that unless I select another option within thirty (30) days prior to the termination of the declaration period, the option that I have chosen shall remain in full force and effect for all subsequent declaration periods.

By: PAUL'S TRANSFER Co., Inc.
Company
STEVEN A. LEAH
Name
PRESIDENT
Title

STATE OF New Jersey
COUNTY OF Warren

Subscribed and sworn to before me, a Notary Public this 9th day of September 2000.

Carol Seifert
Notary Public

My Commission expires: CAROL SEIFERT
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 7, 2005

(SEAL)

ADDENDUM C