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October 25, 2011

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
P.O. Box 3265
Harrisburg, PA 17105-3265

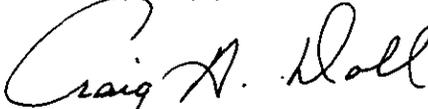
Re: Application of Great Valley Moving and Storage, Inc.
Transfer Application

Dear Secretary Chiavetta:

Enclosed for filing are an original and one copy of the Transfer Application of Great Valley Moving and Storage, Inc., which seeks Commission approval for the transfer of a portion of the rights currently held by McCollister's Transportation System of New Jersey, Inc. In addition, please find enclosed an Attorney's check in the amount of \$350 representing the Commission's filing fee.

If you have any questions, please feel free to contact the undersigned.

Very truly yours,


Craig A. Doll

CAD/kmv
Enclosure
cc: Great Valley
J. Patterson, Esq.

RECEIVED
2011 OCT 26 AM 9:59
PA PUC
SECRETARY'S BUREAU

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

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

RECEIVED
2011 OCT 26 AM 9:59
PA PUC
SECRETARY'S BUREAU

Application of Great Valley Moving and Storage, Inc.
(Applicant/Transferee-Buyer)

for the approval of the transfer and to exercise the right

as a common carrier, described at Docket
(common - contract)

No. A-2008-2056878, Folder No. _____, issued to

McCollister's Transportation System of New Jersey, Inc.
(Transferor - Seller)

for transportation of household goods
(persons - household goods)

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

1. Great Valley Moving and Storage, Inc.
(Full and Correct Name of Applicant/Transferee)

2. _____
(Trade Name, If Any)

The trade name _____ been registered with the Secretary of the Commonwealth
(has or has not)

on _____ (attach copy of stamped registration form.)
(Date)

3. 437 Ford Street _____
(Business Street Address) (P. O. Box, If Any)

West Conshohocken Montgomery, PA 19428 1-484-⁵⁷¹5918514
(City) (County) (State) (Zip) (Telephone)

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

Craig A. Doll, Esquire, P.O. Box 403, Hummelstown, PA 17036 1-717-566-9000

(Name) (Address) (Telephone)

5. Any documents should be mailed to:

Transferee: Craig A. Doll, Esquire, P.O. Box 403, Hummelstown, PA 17036
(Name) (Address)

Transferor: James W. Patterson, Esquire, Cira Center, 13th Floor, 2929 Arch Street, Philadelphia, PA 19104-2899
(Name) (Address)

6. Applicant does hold Pa. P. U. C. authority under Docket Number
(does or does not)

A- 2008-2060677 and operates as a common carrier.
(common or contract)

7. Applicant _____ hold Interstate Commerce Commission authority at Docket
(does or does not)

No. A- _____.

8. Applicant is (check one):

- Individual.
- Partnership. Must attach a copy of the partnership agreement (unless a copy is presently on file with PUC), and list names and addresses of partners below (use additional sheet if necessary).

(Name)	(Address)
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- Corporation. Organized under the laws of the state of Pennsylvania and qualified to do business in Pennsylvania by registering with the Secretary of the Commonwealth on April 18, 2008 (Attach copy of Certificate of Incorporation or Authority and statement of charter purpose). Include as an attachment a list of corporate officers and their titles and the names, addresses and number of shares held by each stockholder.

9. If applicant, its stockholder or partnership members are in control of or affiliated with any other carrier, state name of carrier(s), Docket Number(s) and nature of control or affiliation.
10. Applicant proposes to acquire all of the operating rights now held by transferor at A-2008-2056878. Transferor holds additional operating authority in Pennsylvania under various docket numbers.

Attach a sheet describing rights to be transferred to applicant and rights to be retained by transferor, if any. If any rights are to be omitted give reasons.

11. The reason for the transfer is consolidation of operating authority and limited sale of authority that is not part of transferor's long range plans. _____

12a. The following must be attached:

- Sales Agreement
- List of equipment to be used to render service. (Summarized by type)
- Operating authority to be transferred/retained.
- Statement of Financial Position
- Statement of unpaid business debts of transferor and how they will be satisfied.
- Statement of Safety Program.
- Statement of transferee's experience.

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

- Partnership Agreement
- Trade Name registration certificate.
- Certificate of Incorporation. (Pa. Corporations only)
- Certificate of Authority. (Foreign (out-of-state) Corporations only).
- Statement of Corporate charter purpose. (Corporations only)
- List of Corporate officers and stockholders. (Corporations only)

- Copy of short form certificate showing date of death of transferor and name of executor/administrator/administratrix.

13. Transferor attests that all General Assessments and fines are paid, and agrees to continue to render the service which is to be transferred until this application is approved, whereupon transferor will surrender said certificate or permit for cancellation.

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

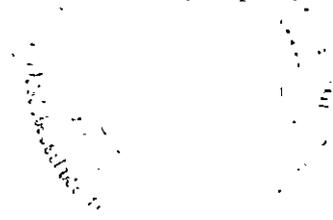
WHEREFORE, Transferee and Transferor request that the Commission grant the Transfer.

Transferee sign here: Benjamin J. Khan 9/5/11
(Each Partner Must Sign) (Date)

(Corporate Seal) _____

Transferor sign here: H. D. [Signature] 10/20/11

(Corporate Seal) _____



APPLICATION VERIFICATION

I/We hereby state that the statements made in the application are true and correct to the best of my/our knowledge, information and belief.

The undersigned understand(s) that false statements herein are made subject to the penalties of 18 Pa. C. S. Section 4904 relating to Unsworn Falsification To Authorities.

TRANSFEROR (SELLER)

H. Daniel McCollister H. Daniel McCollister 10/20/11
(Print Name) (Signature) (Date)

(Print Name) (Signature) (Date)

(Print Name) (Signature) (Date)

TRANSFeree (BUYER)

Benjamin J. Kane Benjamin J. Kane 9/9/11
(Print Name) (Signature) (Date)

(Print Name) (Signature) (Date)

(Print Name) (Signature) (Date)

If the Applicant is a sole-proprietor, he/she must complete and sign the Application Verification form. If the application is for a partnership, all partners to the partnership agreement must sign this form. If the Applicant is incorporated, the President or Secretary must sign this form.

ASSET PURCHASE AGREEMENT

This agreement dated June __, 2011, between McCollister's Transportations System of New Jersey, Inc. (hereinafter "McCollister's" or "Seller") and Great Valley Moving and Storage, Inc. (hereinafter "Great Valley" or "Buyer").

WHEREAS, Seller is a corporation of the State of Delaware with its principle place of business at 1800 Route 130 North, Burlington, N.J. 08016; and

WHEREAS, Buyer is a duly constituted Pennsylvania Corporation with its principal office at 437 Ford St., West Conshohocken, Montgomery County, PA 19428; and

WHEREAS, Seller possesses a Certificate of Public Convenience issued by the Pennsylvania Public Utility Commission ("PUC" or "Commission") at Commission Docket No. A-2008-2056878 which certificate permits Seller to provide household goods transportation services as follows:

To transport, by motor vehicle, household goods in use, from points in the counties of Philadelphia, Delaware, Chester, Montgomery and Bucks, included within a line which connects the municipal boundaries of Chester, West Chester, Paoli, Norristown, Doylestown, and Morrisville, but not including said places to other points in Pennsylvania, and return.

WHEREAS, Buyer desires to undertake the offering of the foregoing within the service territory outlined above; and

WHEREAS, Seller desires to sell and Buyer desires to purchase the Certificate of Public Convenience of McCollister's in accordance with the terms and conditions of this agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein and the payments provided hereinafter, the above named parties hereto agree as follows:

1. *Agreement to Sell.* At the Closing (hereinafter defined), Seller shall sell, grant, convey, transfer, assign and deliver to Buyer, free and clear of all liens, encumbrances or charges, the following:

All right, title, and interest in a Certificate of Public Convenience ("Certificate") issued by the Pennsylvania Public Utility Commission at Commission Docket No. A-2008-2056878.

2. *Agreement to Purchase.* At the Closing, Buyer shall purchase from Seller, upon the terms and conditions of this Agreement and in reliance upon the representations and warranties of Seller contained in this Agreement and Exhibits hereto, all right, title, and interest in the Certificate described in Paragraph 1 and, as consideration therefore, shall pay to Seller as set forth in Paragraph 3, the Purchase Price for the Certificate.

3. *Purchase Price.* As full consideration for these rights and privileges, Buyer shall pay to Seller the purchase price of twenty-five thousand dollars (\$25,000), (the "Purchase Price") to be paid as follows:

- a. \$5,000 paid in cash, or by certified or cashier's check upon the signing of this agreement to be held in escrow pending the approval of the transfer of the Certificates contained in paragraph 1 by the Pennsylvania Public Utility Commission ("PUC" or "Commission").
- b. \$20,000 to be paid in cash or, or by certified or cashier's check upon Closing.
- c. All of the escrowed monies shall be held by counsel for seller until the PUC shall have approved the transfer contemplated herein, upon which event all escrowed monies shall be immediately released to Seller. In the event the PUC fails to approve the transfer of the Certificate of Public Convenience to Buyer, through no fault of Buyer, then in that event all escrow monies will be promptly returned to Buyer without the written consent of the Seller first

had and obtained. In such event, this Agreement shall be null and void and of no further force and effect. In the event that Seller materially breaches this Agreement or any of the material representation and warranties made by Seller are not materially true at the time of closing, then Buyer has the option at its sole discretion to abandon the transaction. In such event, Seller shall release the escrow monies to Buyer.

- d. Escrowed monies shall be paid to Seller only if the transaction contemplated by this agreement fails to close because of the failure of the Buyer to perform its obligations or satisfy the conditions to be satisfied by it hereunder. Said escrow monies shall be retained by Seller as liquidated damages and as Seller's sole and exclusive remedy hereunder. The parties agree that the damages which may be caused to the Seller under such circumstances are incapable or difficult to accurately estimate, and such liquidated damages are a fair and reasonable calculation thereof and are not in the nature of a penalty.

4. *No Assumption of Liabilities.* Buyer is neither assuming nor agreeing to pay or discharge any of the liabilities and obligations of Seller, and nothing in this Agreement or otherwise shall be construed to the contrary. All liabilities and obligations of Seller, whether known or unknown, direct or contingent, in litigation or threatened or not yet asserted with respect to any aspect of the Business operated by Seller, are and shall remain the responsibility of Seller. Without limiting the generality of the foregoing, Seller shall remain specifically responsible for (a) any liabilities of Seller with respect to any federal, state, or local income, franchise or other tax imposed upon Seller, (b) any obligation of Seller arising out of any litigation, whether existing or threatened which relate to events which occurred prior to the Closing, or (c) any assessment or supplemental assessment that is due or may be due for any operations conducted by Seller prior to the Closing. Further, in no event shall Buyer assume or incur any liability or obligation with respect to any income or other tax payable by Seller incident to or arising as a consequence of the consummation by Seller of this Agreement or any

cost or expense incurred by Seller incident to or arising as a consequence of this Agreement or any cost or expense incurred by Seller incident to or arising as a consequence of such consummation of the negotiations in connection with this Agreement.

5. *Transfer Application / Closing.* Buyer, at its cost and expense, shall arrange for the filing and prosecution of an application to the Commission seeking approval for the transfer of the Certificate to Buyer. Seller shall cooperate in such effort. The Closing contemplated by the Agreement shall occur within one week after the final order of the PUC approving the transfer has been entered. In the event there are opposing parties in the transfer proceeding, Closing shall occur when the appeal period has expired without any appeal having been filed. In the event of further proceedings contesting the transfer, Closing shall occur within ten (10) days after such further proceedings terminate.

6. *Representations and Warranties of Seller.* Seller hereby represents and warrants to Buyer, intending for Buyer to rely thereon, that the following representations and warranties are true and correct as of the date hereof and as of the Closing:

- a. Seller is a corporation of the State of Delaware and is authorized to do business within the Commonwealth of Pennsylvania.
- b. Seller owns outright, and has good and marketable title to the Certificate, free and clear of all liens, pledges, mortgages, security interests, conditional sales contracts or other encumbrances or conflicting claims of any nature whatsoever.
- c. Seller has filed or caused to be filed all federal, state and local returns and reports of Seller through taxable year ended December 31, 2009, which are due and required to be filed and has paid or caused to be paid all taxes due. Additionally, Seller has filed all annual reports due through March 2010 with the Pennsylvania Public Utility Commission and has paid any annual or special assessments due and owing which relate to operations conducted through December 2009. Seller has fully complied with all

provisions of the Uniform Carrier Registration Act if applicable and has filed all necessary reports in connection therewith. Seller has received no notice of, and to the knowledge of the Seller, there is no pending or threatened proceeding or claim by any governmental agency for the assessment or collection of taxes or other payments from Seller.

- d. There is no dispute, claim, action, suit, proceeding, arbitration or governmental investigation, administrative or judicial, pending, or to the knowledge of Seller threatened against Seller which could affect the Certificate or this transaction.
- e. Seller has no liabilities or obligations accrued, absolute, contingent or otherwise, which are material and/or adverse for purposes of this transaction.
- f. Seller has complied with and is not in default under, or in violation of, any law, ordinance, rule, regulation or order (including, without limitation, any order of the PUC) applicable to its operations, business or properties as presently constituted, which materially adversely affect or, so far as Seller can now foresee, may in the future materially adversely affect the Certificate.
- g. Seller has full power and authority to enter into his Agreement and consummate the transaction contemplated hereby. This Agreement constitutes the legal, valid and binding obligation of Seller enforceable in accordance with its terms.
- h. No representation or warranty of Seller in this Agreement or in any other exhibit, list, or document delivered pursuant to this Agreement, contains or will contain at Closing any untrue statement of material fact, or omits, or will omit to state any material fact necessary to make any statement herein and therein not misleading.

7. *Representations and Warranties of Buyer.* Buyer hereby represents and warrants to Seller, intending for Seller to rely hereon, that the following representations and warranties are true and correct as of the date hereof and as of the Closing:

- a. Buyer is a corporation duly created under the laws of the Commonwealth of Pennsylvania.
- b. Buyer has full power and authority to enter into this Agreement and to consummate the transaction contemplated hereby. This Agreement constitutes the legal, valid and binding obligation of Buyer enforceable in accordance with its terms.
- c. No representation or warranty of Buyer in this Agreement or document delivered pursuant to this Agreement contains any untrue statement of material fact, or omits, or will omit to state any material fact necessary to make any statement herein and therein not misleading.
- d. Buyer knows of no material fact that would preclude it from obtaining PUC approval of the transfer application contemplated by this Agreement.

8. *Conditions Precedent to Closing.* The obligation of the each party to attend and complete the Closing of this transaction is contingent upon:

- a. The truth and accuracy of the other party's representations and warranties as set forth herein;
- b. The entry of an Order by the Commission approving the transfer of the Certificate, without material change in the operating authority underlying the Certificate;
- c. The tender, by Buyer, of the remaining balance of the Purchase Price in exchange for a Bill of Sale from Seller transferring the Certificate free and clear of all liens encumbrances and other charges.

9. *Fees and expenses; Brokerage.* Each party shall bear the cost and expense of its own counsel and other advisors and all related fees and costs. Each of the parties hereto shall

indemnify and hold the other harmless against any and all claims, loss, liability or expense which may be asserted against such other party as a result of a broker or other entity claiming entitlement to a brokerage fee or commission in respect of the transaction contemplated hereby.

10. *Survival of Indemnities.* The indemnity obligations set forth in 11. and 12. below shall survive the Closing.

11. *Indemnification by Seller.* Seller shall defend, indemnify and hold Buyer harmless from and against:

- a. Any and all liabilities and obligations of, or claims against, Seller or against Buyer as a result of Seller's activities with respect to the conduct of the business prior to Closing, and
- b. All claims, demands, liabilities, damages, losses and out-of-pocket expenses including reasonable attorneys fees whether or not reduced to judgment, order or award, caused by or arising out of the breach of any agreement of or any representation or warranty made by Seller in this Agreement or in any exhibit, list, certificate or document delivered by it pursuant hereto.

12. *Indemnification by Buyer.* Buyer shall defend, indemnify and hold Seller harmless from and against all damages, losses and out-of-pocket expenses including reasonable attorney's fees, caused by or arising out of the breach of any agreements of, or any representation or warranty made by, Buyer in this Agreement or in any exhibit, list, certificate or document delivered by it pursuant hereto, as well as any action against Seller arising from events directly associated with this transaction occurring after Closing.

13. *Defense of Claims.* Promptly after any service of process by any third person in any litigation in respect of which indemnity may be sought from the other party pursuant to paragraphs 11 or 12, the party so served shall notify the indemnifying party of the

commencement of such litigation, and the indemnifying party shall be entitled to assume the defense thereof at its expense with counsel of its own choosing.

14. *Further Assurances.* At the reasonable request of either party, from time to time, either Seller or Buyer will execute and deliver such further instruments and will take such other reasonable action more effectively to consummate the transactions contemplated by this Agreement and to put Buyer into ownership, possession and control of the Certificate of Public Convenience to the exclusion of all others whose claims may have arisen prior to the Closing.

15. *Commission Assessment Matters.* Seller shall, on a timely basis, prepare and file or cause to have prepared and filed all assessment reports for the year which includes the period of time up to the Closing Date, and pay any and all assessments or fines due for such period when due.

16. *Governing Law.* This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania.

17. *Assignment.* This Agreement shall not be assignable by either party without the prior written approval of the other party. To the extent assignable, this Agreement shall be binding upon, and inure to the benefit of, Buyer and its successors and assigns and Seller and its successors and assigns.

18. *Regulatory Approvals.* The performance of any obligation set forth in this Agreement is expressly contingent upon the approval of the transactions contemplated in this Agreement and the approval of the transfer of the Certificate by the PUC without additional limitations and/or restrictions with the exception of any modification of the authority based upon PUC jurisdictional limitations.

19. *Headings for Reference Only.* The paragraph headings in this Agreement are for convenience of reference only and shall not be deemed to modify or limit the provisions of this Agreement.

20. *Notices.* Any notice, communication, demand or other writing required or permitted to be given, made or accepted by any party to this Agreement shall be given by personal delivery or by depositing the same in the United States mail, properly addressed, postage prepaid and registered or certified with return receipt requested. A notice given by personal delivery shall be effective upon delivery and a notice given by registered or certified mail shall be deemed effective on the third day after such deposit. For purposes of notice, the addresses of the parties shall be, until changed by a notice given in accordance herewith, as follows:

If to Buyer :

Great Valley Moving and Storage, Inc.
c/o Mr. Benjamin Kane
437 Ford Street
West Conshohocken, PA 19428

With a copy to:

Craig A. Doll, Esquire
25 West Second Street
PO. Box 403
Hummelstown, PA 17036-0403

If to Seller:

McCollister's Transportation Systems of New Jersey, Inc.
1800 Route 130 North
Burlington, NJ 08016

With a copy to:

James W. Patterson, Esquire

Reger Rizzo & Darnell
Cira Centre, 13th Floor
2929 Arch Street
Philadelphia, PA 19104-2899

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

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

McCollister's Transportation Systems
of New Jersey, Inc.

By: 

Great Valley Moving and Storage, Inc.

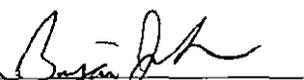
By: 
Mr. Benjamin Kane

EXHIBIT I
(Outstanding Litigation)

Exhibit 2
(Liabilities)

Statement of Equipment to be Used, Safety Program, and Transferee's Experience

As an existing carrier possessing PUC operating authority, Transferee intends to utilize existing equipment to provide service to the proposed service territory. Transferee will be utilizing its existing safety procedure. Transferee has been operating pursuant to its existing authority at A-2008-2060677.

Operating Rights to be Transferred

All rights conferred upon McCollister's Transportation Systems of New Jersey, Inc. held at A-2008-2056878, as follows:

To transport, by motor vehicle, household goods in use, from points in the counties of Philadelphia, Delaware, Chester, Montgomery and Bucks, included within a line which connects the municipal boundaries of Chester, West Chester, Paoli, Norristown, Doylestown, and Morrisville, but not including said places to other points in Pennsylvania, and return

Statement of Financial Position (Balance Sheet)

As of (date) 8/31/11

ASSETS

Current Assets			
Cash		<u>42,882</u>	
Accounts Receivable			
Notes Receivable			
Other Current Assets (specify)			
Total Current Assets			<u>42,882</u>
Tangible Assets			
Motor Vehicle Equipment		<u>96,727</u>	
Less: Accumulated Depreciation		<u>23,370</u>	= <u>65,357</u>
-			
Building and Structures			
Less: Accumulated Depreciation			
-			
Office Equipment			
Less: Accumulated Depreciation			
-			
Land			
Investments and Funds (specify)			
Intangible Assets			
Other Assets (advances and idle equipment - specify)			<u>327</u>
TOTAL ASSETS			<u>108,596</u>

LIABILITIES

Current Liabilities (Due within one year of date)			
Accounts Payable		<u>10,222</u>	
Notes Payable			
Equipment Obligations		<u>10,726</u>	
Other Liabilities (Attach schedule) - <i>Payroll Liability</i>		<u>142</u>	
Total Current Liabilities			<u>21,150</u>
Long Term Liabilities (Due after one year of date)			
Accounts Payable			
Notes Payable		<u>42,546</u>	
Equipment Obligations			
Other Liabilities (Attach Schedule) - <i>Shareholder Loan</i>		<u>16,050</u>	
Total Long Term Liabilities			<u>59,036</u>
TOTAL LIABILITIES			<u>80,186</u>

NET WORTH (Partnerships and individuals, only)

N/A

OWNER'S EQUITY (Corporations only)

Capital Stock		<u>100</u>	
Additional Paid-in Capital			
Retained Earnings			
Less: Treasury Stock			= <u>28,303</u>
Total Owner's Equity			<u>28,403</u>

TOTAL LIABILITIES & OWNER'S EQUITY

108,596

STATEMENT OF FINANCIAL POSITION
One Year Projected Income Statement

<u>REVENUE and GAINS</u>	
Operating Revenue	291,685
Net Revenue from non-carrier operations	_____
Dividend and interest revenues	_____
Other non-operating revenue	_____
Gains	_____
Total Revenue and Gains	<u>291,685</u>
<u>EXPENSES</u>	
Equipment Maintenance and Garage Expense	4,901
Insurance Expense	13,195
Employee Salaries	59,648
Supervisory Salaries	—
Officer Salaries	60,000
Fuel Expense	40,327
Purchased Transportation (Lease Expense)	21,256
Materials and Supplies Expense	21,418
General Office Expense	14,650
Advertising Expense	3,238
Telephone Expense	1,557
Accounting Expense	1,250
Legal Expense	567
Uncollectible Revenue	—
Depreciation Expense <i>(Section 179)</i>	—
Amortization	400
Operating Taxes and Licenses	12,668
Rent Expense	700
Loss	—
Total Operating Expenses and Losses	<u>260,253</u>
<u>Net Income Before Taxes</u>	<u>31,432</u>
Provision for Income Taxes <i>(S-corp, P.U. 141)</i>	—
<u>Net Income (Loss)</u>	<u>31,432</u>

Statement of How Unpaid Business Debts of Transferor Will be Paid

Transferor will remain a certificated carrier and will pay all business debts out of current operations.



Corporations

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Business Entity Filing History

Date: 10/25/2011 (Select the link above to view the Business Entity's Filing History)

Business Name History

Name	Name Type
Great Valley Moving and Storage Inc	Current Name

Business Corporation - Domestic - Information

Entity Number:	3804421
Status:	Active
Entity Creation Date:	4/18/2008
State of Business.:	PA
Registered Office Address:	437 Ford Street Conshohocken PA 19428 Montgomery
Mailing Address:	No Address

Officers

Name:	BENJAMIN KANE
Title:	President
Address:	437 FORD STREET CONSHOCKEN PA 19428-46



Copyright © 2002 Pennsylvania Department of State. All Rights Reserved.
Commonwealth of PA Privacy Statement

Great Valley Moving and Storage, Inc.

Corporate Shareholders

Benjamin J. Kane	100%
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Corporate Officers

Benjamin J, Kane	President
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