

JOHN A. PILLAR

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Hours by Appointment Only at:
300 Mt. Lebanon Blvd.
Suite 200 A
Pittsburgh, PA 15234

May 18, 2012

Re: Gardner Moving Company
File No. 3272

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

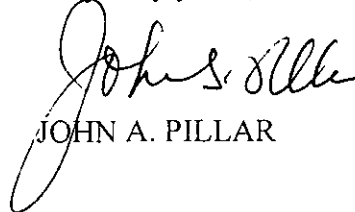
SECRETARY'S BUREAU
2012 MAY 21 11:10:40

Dear Ms. Chiavetta:

Enclosed for filing are the original and two copies of an application by Gardner Moving Company to acquire household goods authority held by Frontier Van Lines Moving & Storage, Inc. at A-00122436. Also enclosed the original and two copies of the Verified Statement of the Applicant in support of the application. The Verified Statement is not attached but is being filed separately and simultaneously with the transfer application. Finally, there is enclosed the filing fee in the amount of \$350.00.

Please acknowledge receipt of the enclosures on the duplicate of this letter of transmittal and return it in the stamped, self-addressed envelope provided. If you require any further information in order to process this application, please contact me.

Very truly yours,


JOHN A. PILLAR

sw

Enclosures

cc: Gardner Moving Company (w/o encl.)
Frontier Van Lines Moving & Storage, Inc. (w/o encl.)

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

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Gardner Moving Company
(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-00122436, Folder No. _____, issued to
Frontier Van Lines Moving & Storage, Inc.
(Transferor - Seller)

for transportation of household goods
(persons - household goods)

RECEIVED
2912 MAY 21 AM 10:40
SECRETARY'S BUREAU

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

1. Gardner Moving Company
(Full and Correct Name of Applicant/Transferee)

2. N/A
(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. 757 Millers Run Road _____
(Business Street Address) (P. O. Box, If Any)

McDonald _____ PA _____ 15057 _____ 412-257-4443
(City) (County) (State) (Zip) (Telephone)

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

John A. Pillar, Esq., 265 Merion Drive, Pittsburgh, PA 15228 412-343-0970
(Name) (Address) (Telephone)

5. Any documents should be mailed to:

Transferee: John A. Pillar, Esq., 265 Merion Drive, Pittsburgh, PA 15228
(Name) (Address)

Transferor: Sharon Mike Biton, ^{713 SECO ROAD} ~~502 Malabar Court~~, Monroeville, PA 15146
(Name) (Address)

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

A- 00108945 and operates as a common carrier.
(common or contract)

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

No. ~~MC~~ MC-406694.

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)
--------	-----------

- 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 7/17-1989 (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.
(all or part)

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 Transferor/Seller desires to discontinue
his moving business.

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. See Agreement of Sale
- Statement of Financial Position
- Statement of unpaid business debts of transferor and how they will be satisfied.
TRANSFEROR HAS NO UNPAID BUSINESS DEBTS.
- 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: GARDNER MOVING COMPANY 5/17/12.
(Each Partner Must Sign) (Date)



By: Joseph P. Gardner

Transferor sign here: FRONTIER VAN LINES MOVING & STORAGE, INC.



By: Chris Bitox

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)

SHARON BITON Sharon Biton 05/17/12
(Print Name) (Signature) (Date)

(Print Name) (Signature) (Date)

(Print Name) (Signature) (Date)

TRANSFeree (BUYER)

Joseph P. Gardner Joseph P. Gardner 5/17/12
(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.

OPERATING AUTHORITY TO BE TRANSFERRED

FRONTIER VAN LINES MOVING & STORAGE, INC.

Docket No. A-00122436

Operating Authority

To transport, as a common carrier, by motor vehicle, household goods in use, between points in the Counties of Allegheny, Beaver, Butler, Washington and Westmoreland; and from points in the Counties of Allegheny, Beaver, Butler, Washington and Westmoreland to points in Pennsylvania, and vice versa

(Four Originals to be executed)

A G R E E M E N T

THIS AGREEMENT is made this 17 day of May, 2012, between **FRONTIER VAN LINES MOVING & STORAGE, INC.** (SELLER), a corporation having its place of business in Monroeville, Allegheny County, Pennsylvania, and **GARDNER MOVING COMPANY** (BUYER), a corporation having its principal place of business in McDonald, Washington County, Pennsylvania.

I. PREMISES

A. SELLER is a motor common carrier of household goods holding a Certificate of Public Convenience issued by the Pennsylvania Public Utility Commission (PUC) at Docket No. A-00122436, which authorizes the transportation of household goods in use, as described on Appendix "A" attached hereto.

B. BUYER is a corporation holding operating authority from the PUC at Docket No. A-108945.

C. SELLER has agreed to sell, and BUYER has agreed to buy, all of SELLER's PUC operating authority (hereinafter sometimes referred to as the "Operating Rights").

D. This transaction requires the prior approval of the PUC. BUYER and SELLER will file and diligently prosecute such application with the PUC for approval of the transaction as may be required (herein called "the Application").

II. TERMS AND CONDITIONS

In consideration of the mutual covenants and promises herein contained, the parties, intending to be legally bound, agree, represent and warrant as follows.

J.P.

J.P.

1. **Purchase Agreement.** SELLER will sell to BUYER, and BUYER will buy from SELLER, free and clear of all liens, encumbrances, security interests and other claims, the Pennsylvania intrastate Operating Rights to transport household goods in use issued by the PUC to SELLER pursuant to a Certificate of Public Convenience at Docket No. A-00122436, which is described in Appendix "A" attached hereto and made a part hereof. BUYER agrees that it is not purchasing any other assets of the SELLER.

2. **Price and Payment.** BUYER will pay to SELLER for the Operating Rights the total sum of One Hundred Thousand (\$100,000.00) Dollars, which shall be paid as provided hereinafter. Upon the execution of this Agreement, BUYER shall deliver to the Escrow Agent described herein the sum of Twenty Thousand (\$20,000.00) Dollars, by bank cashier's check, to be held and disposed of in accordance with the provisions of article 3 herein. The balance of the purchase price shall be paid by BUYER to SELLER on the Closing Date. The balance of the purchase price of Eighty Thousand (\$80,000.00) Dollars shall be paid by bank cashier's check.

3. **Escrow Fund**

3.1 The Escrow Fund provided for under article 2 is to be deposited in escrow with John A. Pillar, Esq., of Mt. Lebanon, Pennsylvania, the attorney for BUYER (herein called the "Escrow Agent").

The Escrow Agent agrees to serve in accordance with the terms and conditions of this Agreement, a signed counterpart of which shall constitute appropriate directions and authority for the Escrow Agent.

3.2 The Escrow Fund shall be placed in the bank trust (IOLTA) account of the Escrow Agent. The parties hereto understand and agree that no interest will be paid on the Escrow Fund to either party and that any interest on said account is used for charitable purposes.

J.P.

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3.3 (a) The Escrow Fund shall be delivered by the Escrow Agent to SELLER on the Closing Date as defined herein following approval of the transaction by the PUC at the time this transaction is consummated pursuant to the terms of this Agreement.

(b) The Escrow Fund shall be returned to BUYER by the Escrow Agent if the transaction is not approved by the PUC, or if the transaction is not consummated pursuant to the terms of this Agreement unless pursuant to a breach by the BUYER.

3.4 The Escrow Agent will not be paid a fee for his services as Escrow Agent and, accordingly, SELLER and BUYER agree to jointly and severally indemnify and hold harmless the Escrow Agent from any claims, causes of action or adverse effects resulting from his appointment as Escrow Agent or any actions taken pursuant thereto.

3.5 Any expenses incurred by the Escrow Agent arising out of his duties as Escrow Agent shall be paid by BUYER.

4. Application for Approval

4.1 The parties agree that this transaction requires the prior approval of the PUC. Therefore, the transaction may not be consummated until a final order approving this transaction is secured from the PUC. Accordingly, upon execution of this Agreement, the parties will jointly file with the PUC an Application seeking approval of the purchase of the Operating Rights hereinabove described by BUYER from SELLER. SELLER will continue to operate under the Operating Rights pending approval of the Application.

4.2 BUYER shall pay the filing fee in connection with the filing of the Application and shall cause to have prepared, at its expense, all applications, exhibits and other documents required to obtain PUC approval of the transaction. BUYER shall pay the fees of John A. Pillar, Esq. and its accountant. SELLER has the right to retain its own separate counsel at its own expense.

SB.

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4.3 BUYER and SELLER will, with due diligence and in good faith, cooperate fully in the preparation, filing and prosecution of the Application and agree to join in and execute any and all required documents, subject to the approval of counsel. BUYER and SELLER and their respective counsel and accountants will supply such information as may be required, attend hearings, present testimony and otherwise cooperate to the end that approval of the transaction may be secured.

4.4 Protests. In the event that a protest or protests is/are filed to the Application, BUYER agrees to retain counsel and appear at the hearing in support of its Application to purchase the Operating Rights here involved and to pay the cost of counsel and to call such witnesses, including the SELLER, that may be necessary. In addition, BUYER agrees to file exceptions to any decision of an Administrative Law Judge denying this Application for any reason and BUYER agrees to bear the expense of filing such exceptions, including BUYER's counsel fees. Notwithstanding the foregoing, BUYER has the option to file a petition for reconsideration to the PUC or a court appeal to any final order of the PUC denying this Application, but if BUYER does not exercise its option to file a petition for reconsideration or court appeal, it shall not be deemed a breach of this Agreement and, in such case, the Agreement shall be deemed null and void and the Escrow Fund shall be returned to BUYER.

4.5 Deregulation BUYER agrees to purchase the Operating Rights of SELLER as currently set forth on Appendix "A". In the event that the PUC's jurisdiction over the transportation of household goods in use is modified, limited or changed in any way that deregulates the PUC's jurisdiction over household goods carriers by the State Legislature or by the PUC's own action prior to the Closing Date, BUYER may declare this Agreement null and void and the Escrow Fund shall be returned to BUYER.

13.



5. SELLER's Warranties as to Operating Rights.

5.1 Operating Rights. SELLER warrants and guarantees that the Operating Rights have been duly issued by the PUC; the rights are in full force and effect; the rights will not be subject to any liens, claims, encumbrances, prior agreements or security interests on the Closing Date; and that there are, and on the date of consummation will be, no actions at law or equity, nor any proceedings threatened or pending before any court or administrative agency to revoke, suspend, or otherwise restrict the Operating Rights.

5.2 Breach of Warranties by SELLER. If the Operating Rights are subject to any liens, encumbrances, prior agreements, security interests, claims, or any actions at law or in equity on the Closing Date, BUYER shall have the option to declare this Agreement null and void, in writing, at which time the Escrow Fund shall be returned to the BUYER, or BUYER may satisfy any obligations or liabilities giving rise to such claims and proceedings and to deduct any such amounts from the total consideration due pursuant to article 2.

5.3 Satisfaction of Liens and Encumbrances. If BUYER elects to satisfy obligations of SELLER so as to render the Operating Rights free and clear of all liens and encumbrances, SELLER agrees to fully cooperate with BUYER by executing any documents and disclosing all information necessary to remove all liens or encumbrances. The Closing Date may be extended until such time as the Operating Rights may be transferred as warranted by SELLER.

6. Bulk Sales Compliance. The parties recognize that the transaction contemplated by this Agreement may be subject to certain bulk sales and other relevant provisions of Pennsylvania law and accordingly agree as follows.

SJ.

[Signature]

6.1 Tax Clearance Certificate. At least ten (10) days prior to the Closing Date, SELLER shall notify the Pennsylvania Department of Revenue (DOR) of the proposed transaction in accordance with the requirements of 72 P.S. § 1403. If the DOR notifies SELLER or BUYER of any asserted tax liability of SELLER on or before the Closing Date, BUYER shall have the right to withhold a portion of the consideration to be paid under article 2 hereof equal to the amount set forth in the notice from the DOR, and to deposit such amount in an account subject to checks bearing the signatures of both SELLER and BUYER. Such amounts as may be mutually agreed upon by SELLER and BUYER shall be paid to the DOR on behalf of SELLER. Any remaining amounts in such accounts shall be distributed to SELLER upon receipt by BUYER of documentary evidence satisfactory to BUYER that all taxes due and payable to the DOR as of the Closing Date have been paid in full by SELLER.

6.2 Indemnification. SELLER and Sharon Biton agree, jointly and severally, to indemnify and hold harmless BUYER from any and all liabilities or obligations arising or asserted under or in connection with the failure of SELLER to fully comply with any and all applicable bulk sales and bulk transfer requirements, including the reasonable attorneys' fees and expenses incurred in satisfying or defending any such claims or lawsuit.

7. **Denial of the Application.** In the event the PUC, by final order, should deny approval of the Application, this Agreement shall terminate. In such event, the parties shall have no further rights or obligations under this Agreement except for the return of the Escrow Fund to BUYER as provided in Article 3.3(b) above.

8. **No Assumption of Liabilities.** This Agreement involves only the purchase of operating rights by BUYER from SELLER. Accordingly, BUYER does not assume any claims,

Sq.

[Handwritten Signature]

debts, causes of action, judgments or other liabilities or obligations of SELLER by reason of this Agreement.

9. SELLER's Other Representations and Warranties. SELLER represents and warrants as follows.

9.1 SELLER is a corporation and has full power and authority to sell its Operating Rights.

9.2 SELLER recognizes that BUYER is not assuming any of SELLER's liabilities and that all business debts and other liabilities of SELLER will be the full responsibility of SELLER.

9.3 The execution and performance of this Agreement by SELLER will not violate any provisions of law or contravene any provisions or regulations respectively of the Pennsylvania Public Utility Code and the Pennsylvania Code.

9.4 SELLER is not, and on the Closing Date will not be, a party to any employment, consulting or similar agreements with any other party which will be binding on the BUYER after the Closing Date, nor to any labor or collective bargaining agreement or obligation.

10. No Broker's Fees or Commissions. BUYER and SELLER agree that, to the best of their knowledge, there are no claims for any finder's fees or broker's commission in connection with this transaction. Notwithstanding the foregoing, each of the parties agrees to indemnify the other against, and hold it harmless from, any and all liabilities (including reasonable attorney's fees and expenses incurred in defending such claims) for any finder's fees or broker's commission in connection with the transaction contemplated by this Agreement

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insofar as such claim shall be based on arrangements or agreements made or allegedly made by or on behalf of the indemnifying party.

11. PUC Assessments. SELLER warrants that all general assessments heretofore made or that may be made pursuant to 66 Pa. C.S.A. §510 of the Pennsylvania Public Utility Code applicable to any and all operating periods up to the Closing Date will be the responsibility of SELLER. In the event the PUC requires the payment of any such assessments due from SELLER as a condition precedent to the consummation of the Application, SELLER agrees to promptly pay any such assessments. In the event any such assessments are not paid by SELLER, BUYER shall have the right to remit payment to the PUC, and such payment shall be considered as an adjustments to the purchase price, and shall be deducted from the purchase price due SELLER as provided in articles 2 and 3 above.

12. Closing Date. The Closing Date is defined as follows. The "Closing Date" is the day selected by the parties within a period of thirty (30) days after the effective date of the final order of the PUC approving the Application. The term "final order" is an order of the PUC which is defined as follows: (a) in the event of denial of the Application, upon the expiration of the period permitted by the PUC Rules of Practice or by PUC order or regulations, whichever time period is greater, within which petitions for rehearing or reconsideration may be filed, or upon denial of any such petitions, if filed; and (b) in the event of approval of the Application, the effective date of the order of approval unless stayed by the PUC or by a court having jurisdiction. The effective date shall be a date no later than thirty (30) days following the date referred to as the effective date on the letter of transmittal accompanying the order of approval. The closing shall be held at the offices of John A. Pillar, Esq. located in Mt. Lebanon, Pennsylvania. Except as otherwise provided herein, BUYER's failure to close on the Closing Date shall be deemed a

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breach of this Agreement and the Escrow Fund shall be delivered to the SELLER and SELLER may exercise any remedy available under the law against the BUYER.

13. Confidentiality. BUYER agrees to keep confidential any information it receives from SELLER other than information that may be required to be included in the Application filed with the PUC. SELLER agrees that BUYER may use any information it receives from SELLER in order to contact SELLER's accounts regarding any shipments BUYER may be called upon to transport following approval of this Application by the PUC.

14. Rights of Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors in interest, assigns and legal representatives.

15. Notices. Any notices, demands, or other communications delivered or tendered under this Agreement shall be in writing and shall be sufficient if sent by registered or certified mail, with return receipt requested, to the parties at the addresses shown below:

SELLER: Frontier Van Lines Moving & Storage, Inc.
713 Seco Road
Monroeville, PA 15146

BUYER: Gardner Moving Company
757 Millers Run Road
McDonald, PA 15057

A copy of any such communication shall also be mailed to the following counsel:

ATTORNEY FOR BUYER: John A. Pillar, Esq.
265 Merion Drive
Pittsburgh, PA 15228

Such notice shall be sufficient, whether accepted at the address referred to or not, if tendered at such address during normal business hours by the United States Postal Service. The addresses

SB.



may from time to time be changed by either party giving written notice pursuant to the terms of this paragraph.

16. Entire Agreement of Parties. This Agreement cannot be changed orally and constitutes the entire contract between the parties as to the Operating Rights referred to herein. It shall not be modified nor changed by any expressed or implied promises, warranties, guarantees, representations, or other information unless expressly and specifically set forth in this Agreement or an addendum thereto properly executed by the parties.

17. Construction. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

18. Paragraph Headings. The headings referring to the contents of paragraphs of this Agreement are inserted for convenience and are not to be considered as part of this Agreement nor a limitation on the scope of the particular paragraphs to which they refer.

III. EXECUTION

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this Agreement the day and year first above stated.

ATTEST:

FRONTIER VAN LINES MOVING & STORAGE, INC.
(SELLER)

Sharon A. Koon
Secretary

By: Sharon A. Koon

ATTEST:
WITNESS:

GARDNER MOVING COMPANY (BUYER)

John S. Allas
Secretary

By: Joseph P. Gardner

[Handwritten initials]

* * *

ACKNOWLEDGMENT OF ESCROW AGENT

John A. Pillar, Esq., the Escrow Agent named herein, hereby acknowledges receipt of the sum of Twenty Thousand (\$20,000.00) Dollars to be held in escrow in accordance with the terms contained herein.

Dated: _____

May 17, 2012

John A. Pillar, Escrow Agent

John A. Pillar

FRONTIER VAN LINES MOVING & STORAGE, INC.

Docket No. A-00122436

Operating Authority

To transport, as a common carrier, by motor vehicle, household goods in use, between points in the Counties of Allegheny, Beaver, Butler, Washington and Westmoreland; and from points in the Counties of Allegheny, Beaver, Butler, Washington and Westmoreland to points in Pennsylvania, and vice versa

Appendix "A"

Gardner Moving Company
Balance Sheet
 As of March 31, 2012

Cash Basis

	<u>Mar 31, 12</u>
ASSETS	
Current Assets	
Checking/Savings	
1010 · PNCBANK	2,243.84
Total Checking/Savings	2,243.84
Other Current Assets	
1300 · Supplies Inventory	500.00
Total Other Current Assets	500.00
Total Current Assets	2,743.84
Fixed Assets	
1400 · Equipment & Vehicles	345,847.41
1450 · Accumulative Depreciation	-248,348.23
Total Fixed Assets	97,499.18
Other Assets	
1500 · Foster Transer License	17,000.00
Total Other Assets	17,000.00
TOTAL ASSETS	<u><u>117,243.02</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2409 · Line of Credit Account	21,251.94
2450 · Due to Joe F. Gardner - Debt Fo	10,885.00
2451 · Due to M E Gardner - Debt Forgi	2,177.00
2452 · Due to MW Gardner - Debt Forglv	8,709.00
Total Other Current Liabilities	43,022.94
Total Current Liabilities	43,022.94
Long Term Liabilities	
2411 · N/P Chase Auto Finance-06Subaru	18,883.21
2412 · 2011 Freightliner	59,812.60
2427 · 2008 Nissan	5,980.51
2428 · 2010 Nissan Truck	13,300.40
Total Long Term Liabilities	97,976.72
Total Liabilities	140,999.66
Equity	
3100 · Common Stock	1,000.00
3150 · Additional Paid In Capitol	30,303.54
3200 · Dividends	-10,000.00
3900 · Retained Earnings	-51,951.87
Net Income	6,891.69
Total Equity	-23,756.64
TOTAL LIABILITIES & EQUITY	<u><u>117,243.02</u></u>

Gardner Moving Company
Profit & Loss
January through December 2011

Cash Basis

	Jan - Dec 11
Ordinary Income/Expense	
Income	
4100 - GARDNER MOVING COMPANY	892,908.06
4150 - Refunds	-599.00
4211 - Management Income	130,000.00
Total Income	1,022,309.06
Expense	
Criminal Record Background	10.00
Expert Pay	-0.08
Furniture Repair	452.85
Maintenance	1,532.89
PA Criminal Record Check	60.00
Parking	13.00
PAYCHEX FEE	2,346.26
Repairs	720.96
Ret Dep Item	5,212.88
Transaction Fees	5,119.88
Turnpike Tolls	1,071.80
Weight Tickets	391.71
4101 - Returned Deposit Item	270.00
6000 - ADVERTISING	
Help Wanted	231.82
Yellow Pages	15,065.90
6000 - ADVERTISING - Other	12,270.52
Total 6000 - ADVERTISING	27,568.24
6010 - 2010 BMW LEASE	
Sales Tax	630.48
6010 - 2010 BMW LEASE - Other	6,304.32
Total 6010 - 2010 BMW LEASE	6,934.80
6021 - AUTOMOBILE	
Maintenance/Repairs	21,745.77
Other	30.00
Total 6021 - AUTOMOBILE	21,775.77
6040 - BANK FEES	
LOC FINANCE CHARGES	1,572.00
6040 - BANK FEES - Other	229.81
Total 6040 - BANK FEES	1,801.81
6050 - Interest Expense	5,051.00
6060 - COMPUTER	
Software	208.00
Total 6060 - COMPUTER	208.00
6080 - CONTRIBUTIONS	
Charitable	375.00
Total 6080 - CONTRIBUTIONS	375.00
6090 - Depreciation Expense	33,139.00
6100 - FURNITURE REPAIR	426.36
6120 - GASOLINE	
Automobile	5,864.72
Truck	30,482.45
6120 - GASOLINE - Other	19,336.47
Total 6120 - GASOLINE	55,683.64
6140 - GIFTS - EMPLOYEE & CLIENT	2,720.60

Gardner Moving Company
Profit & Loss
 January through December 2011

Cash Basis

	Jan - Dec 11
6160 - INSURANCE	
Auto/Truck	13,051.50
Movers Pkg	5,315.00
Workman's Comp	19,948.00
6160 - INSURANCE - Other	10,510.00
Total 6160 - INSURANCE	48,824.50
6180 - LICENSES	
Vehicle Registration	3,512.91
6180 - LICENSES - Other	560.50
Total 6180 - LICENSES	4,073.41
6200 - Medical	10,394.28
6220 - MEMBERSHIP DUES	452.00
6240 - MISCELLANEOUS	795.75
6300 - POSTAGE	790.32
6320 - PROFESSIONAL FEES	
Accounting	3,999.00
Other	2,430.37
6320 - PROFESSIONAL FEES - Other	4,061.00
Total 6320 - PROFESSIONAL FEES	10,490.37
6360 - Reimbursements	
Long Distance Hotels	98.79
Postage	44.00
Turnpike Tolls	53.00
Total 6360 - Reimbursements	195.79
6400 - SUPPLIES	
Front Office	10,192.98
Moving	36,137.93
Total 6400 - SUPPLIES	46,330.91
6440 - TAXES	
IFTA	1,910.98
Payroll	39,817.50
6440 - TAXES - Other	-0.40
Total 6440 - TAXES	41,728.08
6441 - Payroll Expenses	229,698.95
6460 - TRUCK	
Maintenance/Repair	34,198.59
Total 6460 - TRUCK	34,198.59
6480 - Travel & Entertainment	
Hotel Charges	7,258.13
Meals	2,730.11
6480 - Travel & Entertainment - Other	192.40
Total 6480 - Travel & Entertainment	10,180.64
6500 - UTILITIES	
Telephone	7,247.86
Total 6500 - UTILITIES	7,247.86
66900 - Reconciliation Discrepancies	225.19
6691 - SHAREHOLDER HEALTH INSURAN...	31,934.00
6692 - Shareholder Payroll	160,880.00
Total Expense	811,326.81
Net Ordinary Income	210,982.25

Gardner Moving Company
Profit & Loss
January through December 2011

Cash Basis

	<u>Jan - Dec 11</u>
Other Income/Expense	
Other Income	
4400 - Gain/Loss On Disposals	464.57
6380 - SECURE STORAGE	4,077.49
Total Other Income	<u>4,542.06</u>
Other Expense	
6501 - Temporary Labor	5,724.14
Total Other Expense	<u>5,724.14</u>
Net Other Income	<u>-1,182.08</u>
Net Income	<u><u>209,800.17</u></u>

STATEMENT OF UNPAID DEBTS

Any business debts existing at the time of the approval of this transaction will be paid from the proceeds by Transferor. Transferor currently has no outstanding business debts other than normal expenditures in the ordinary course of its operations.

GARDNER MOVING COMPANY Statement of Experience/Safety Program

Gardner Moving Company, a Pennsylvania corporation, has been in the moving business for many years. Gardner Moving currently holds authority from the Pennsylvania Public Utility Commission. It has continuously been engaged in the transportation of household goods and office furniture in use and has the necessary experience, personnel, equipment and facilities to provide the transportation proposed in connection with the authority to be acquired by this application.

The safety program of Gardner Moving includes regular safety meetings, screening and road testing of drivers, and drug testing. Our drivers' qualification files are in order. Our equipment is in excellent condition and is well maintained. To the best of Transferee's knowledge, it is currently in compliance with all rules and regulations of the Department of Transportation regarding safety.

DSCB 201 (Rev. 91)

ARTICLES OF INCORPORATION

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE - CORPORATION BUREAU
308 NORTH OFFICE BUILDING, HARRISBURG, PA 17120

PLEASE INDICATE (CHECK ONE) TYPE CORPORATION:

- DOMESTIC BUSINESS CORPORATION
DOMESTIC BUSINESS CORPORATION
A CLOSE CORPORATION - COMPLETE BACK
DOMESTIC PROFESSIONAL CORPORATION
ENTER BOARD LICENSE NO.

FEE
\$75.00

010 NAME OF CORPORATION (MUST CONTAIN A CORPORATE INDICATOR UNLESS EXEMPT UNDER 15 P.S. 2906 B)

Gardner Moving Company

011 ADDRESS OF REGISTERED OFFICE IN PENNSYLVANIA (P.O. BOX NUMBER NOT ACCEPTABLE)

3236 Beacon Hill Avenue

012 CITY

Pittsburgh

033 COUNTY

Allegheny

013 STATE

PA

084 ZIP CODE

15216

050 EXPLAIN THE PURPOSE OR PURPOSES OF THE CORPORATION

To transport household goods, personal effects and property used in a dwelling and to transport furniture, fixtures, equipment and the property of stores, offices, museums, institutions, hospitals or other establishments in connection with the removal from one location to another and to engage in and do any lawful act concerning any and all lawful business for which corporation may be incorporated under the Pennsylvania Business Corporation Law, Act of 1933, P.L. 364, as amended.

(ATTACH 8 1/2 x 11 SHEET IF NECESSARY)

The Aggregate Number of Shares, Classes of Shares and Per Value of Shares Which the Corporation Shall Have Authority to Issue:

040 Number and Class of Shares

5000

041 Stated Par Value Per Share If Any

\$1.00

042 Total Authorized Capital

\$5,000

031 Term of Existence

Perpetual

The Name and Address of Each Incorporator, and the Number and Class of Shares Subscribed to by Each Incorporator

Table with 3 columns: 060 Name, 061, 062, 063, 064 Address (Street, City, State, Zip Code), and Number & Class of Shares. Entry for Joseph P. Gardner at 130 Pinewood Drive, Bridgeville, PA 15017, 1 share.

(ATTACH 8 1/2 x 11 SHEET IF NECESSARY)

IN TESTIMONY WHEREOF, THE INCORPORATOR(S) HAS (HAVE) SIGNED AND SEALED THE ARTICLES OF INCORPORATION

THIS 17th DAY OF July 1989

Handwritten signature of Joseph P. Gardner

-FOR OFFICE USE ONLY-

030 FILED

JUL 21 1989

Handwritten signature of James J. Blaylock

Secretary of the Commonwealth
Department of State
Commonwealth of Pennsylvania

M. BURR KEIM COMPANY, PHILADELPHIA

Form for office use only with fields for 002 CODE, 003 REV BOX, SEQUENTIAL NO., 100 MICROFILM NUMBER (89541122), 001 CORPORATION NUMBER (1517851), 004 SIC, AMOUNT, DATE APPROVED, DATE REJECTED, CERTIFY TO, INPUT BY, LOG IN, LOG IN (REFILE), MAILED BY DATE, VERIFIED BY, LOG OUT, LOG OUT (REFILE).

GARDNER MOVING COMPANY

Officers/Shareholders

<u>Name Title</u>	<u>Percentage of Stock Owned</u>
Joseph P. Gardner, President 757 Millers Run Road McDonald, PA 15057	50%
Michael W. Gardner, Vice President 757 Millers Run Road McDonald, PA 15057	35%
Patricia I. Gardner, Secretary 757 Millers Run Road McDonald, PA 15057	15%

VERIFIED STATEMENT OF APPLICANT

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

Legal Name of Applicant GARDNER MOVING COMPANY
Trade Name, if any N/A
Address (Principal place of business) 757 Millers Run Road, McDonald, PA 15057

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

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

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

*Joseph P. Gardner, President
Gardner Moving Company
757 Millers Run Road, McDonald, PA 15057
Phone: 412-257-4443*

Joseph P. Gardner is authorized to speak on behalf of Gardner Moving Company by all corporate officers.

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

Gardner Moving Company is not affiliated with any other carrier.

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

Gardner Moving Company has held Pennsylvania PUC authority as a household goods carrier since 1921. All of our drivers/laborers are trained "in house" by our ownership group with nearly 80 years of household goods experience.

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

Gardner Moving Company's office and warehouse is located at 757 Millers Run Road, McDonald, PA 15057. Our warehouse is a 15,000 square ft. climate controlled building. Our office is in a separate building on the property and is 600 square feet. Our office houses our clerical staff, sales staff and company officers. Our office utilizes a copy machine, fax machine, computers and four-line phone station. Our moving vans and packing van are parked in our warehouse lot. Our warehouse and surrounding property are completely fenced and lighted. Our records, including bills of lading, vehicles inspection forms, maintenance records and normal business records are kept in a separate filing room adjacent to the company office. Customer requests for household goods service are received via telephone or e-mail. Our vehicles are dispatched through our office location. We are in continuous communication with our drivers via our company issued cell phones. Our current business hours are Monday-Friday, 9:00 a.m. to 5:00 p.m. and Saturday, 9:00 a.m. to 2:00 p.m. Our office is closed on Sundays and holidays. We have no plans to change our current office hours.

5. Please state the number of employees you intend to use, along with a description of their duties. Please explain why that number of employees is appropriate to provide reasonable and efficient service to the geographical territory you will be serving. **(Do not address drivers in your explanation about this item; drivers are addressed separately in item #6.)**

Gardner Moving Company currently has 17 full time employees in peak seasons. Thirteen are laborers (movers/helpers/packers); two salesmen; and two clerical. Through our experience, we have found that this number of employees is sufficient to provide quality and personal service to our customers. It is also sufficient for the number of trucks/moving crews that we utilize in the geographical area that we now serve. We expect to add full time employees, including movers and salesmen, if this application is granted.

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

We currently employ 5 commercial drivers at Gardner Moving Company plus 2 company officers who also maintain a CDL license. We have found the total of 7 available drivers to be appropriate for our existing and our new expanded service area.

- a. *Our hiring standards for our drivers are to: pass required DOT physical; pass pre-employment drug test; pass criminal background check; and pass "in house" company road test (conducted by the company Safety Officer).*
- b. *All drivers/employees are required to pass a criminal background check prior to being hired.*
- c. *Our driver training program consists of initial road test prior to hire; yearly re-tests or "in house" road tests; monthly safety meetings conducted by our certified safety committee.*
- d. *Our company Safety Officer's responsibility is to see that all drivers have current licenses. Licenses are visually checked and run through the Bureau of Motor Vehicles on a yearly basis as required.*
- e. *Our Safety Officer, as per PUC requirement, ensures that all drivers/employees are subject to a criminal background check every 2 years.*
- f. *Gardner Moving Company is a current member in good standing with Drug Free PA. All drivers/employees are required to adhere to the company drug/alcohol policy that was developed in conjunction with Drug Free PA. The use of drugs/alcohol is strictly forbidden for our drivers/employees according to DOT standards. We also have 2 company officers who are certified in Drug Use Awareness by Drug Free PA.*

7. Please state the number of vehicles you plan to use in your business and why that number is appropriate to provide reasonable and efficient service to the geographical territory you will be serving. If you have already obtained vehicles for your business, please list them in the chart below. Taxicabs and limousines may not be used if the vehicle's age is greater than eight model years.

YEAR	MAKE	MODEL	SEATING CAPACITY	VEHICLE ID
1993	Freightliner	FL70	3	1FV6HFAA8PL542490
2002	Freightliner	FL70	3	1FVABTC522HK05583
2003	International	Str. Van	3	1HTMMAAM13H558252
2004	Freightliner	M-2	3	1FVACWC504HN11683
2007	Freightliner	M-2	3	1FVACXC587HX53258
2011	Freightliner	M-2	3	1FVACXDT1BDAW9744

8. Describe your vehicle safety program. Please include the following in your explanation:
- your periodic vehicle maintenance plan;
 - your system for ensuring your vehicles will continuously comply with Pennsylvania's equipment standards (67 Pa. Code, Chapter 175) that are applicable to the type of vehicles used in your business;
 - your system for ensuring your vehicles will maintain compliance with the PUC's requirements for passenger service at 52 Pa.Code Section 29.403 (applicable to passenger applicants only);
 - your system for replacing vehicles once they are greater than eight model years in age in compliance with 52 Pa.Code Section 29.314(d) (applicable to taxicabs) or 52 Pa.Code Section 29.333(e) (applicable to limousines);
 - your system for ensuring the filing of an annual vehicle list (taxicabs and limousines);
 - your system for ensuring your vehicles will comply with the requirements of 49 CFR Parts 393 and 396, as adopted by the PUC at 52 Pa.Code, Chapter 37 (applicable to HHG applicants).

ANSWER:

- All drivers are required to perform daily "walk around" maintenance checks before leaving company property. All vehicles present in the lot are inspected during monthly safety meetings held by our certified safety committee. All preventive maintenance and corrective maintenance is performed by certified mechanics. All maintenance is tracked and logged into our maintenance files by our Maintenance Officer.*
- All vehicles are inspected semi-annually by PA state certified inspectors at our local truck repair facility.*
- N/A*
- N/A*
- N/A*
- Through the use of our daily "walk around" inspections; thorough monthly inspections by our safety committee; semi-annual state inspections by certified mechanics; by keeping all required vehicle data and maintenance files up to date.*

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

Gardner Moving Company is an established and financially viable entity. We have never failed to pay our insurance premiums in a timely manner and will continue to do so in the future.

10. Please describe your customer service standards. Within your description, please explain:
- a. your plan to inform customers of the procedures for filing complaints with the PUC;
 - b. your intended customer complaint resolution procedure.

Our customer service standards are exceptional. We have an A+ rating with the Better Business Bureau and our existing file with the Pennsylvania Public Utility Commission is in good standing. Our customers are informed verbally and in written form via the "Information for Shippers" form provided by the Pa. P.U.C. as to the procedures for filing complaints with the Pa. P.U.C. Any customer complaints are handled by one of the company officers/owners until a satisfactory resolution is attained. Customer complaints and actions are filed in our customer complaint file.

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

____ YES X NO

12. Financial Data. In addition to demonstrating your technical fitness, you must also demonstrate that you possess the financial fitness to provide the proposed transportation service. Therefore, you must complete both parts of the "Statement of Financial Position" which follows this page. The first part is the Balance Sheet. You need only provide the applicable information. The second part of the Statement of Financial Position is the Projected Income Statement. The projection is your estimation of expected revenues and specific expenses for one year. You should use the projected information, along with the financial data reported on your balance sheet, to help you determine if proposed business can be feasible. Please feel free to also provide clarification information with your "Statement of Financial Position" which explains why you believe you have sufficient funds to ensure your transportation business can provide reliable service to the public in a safe manner.

See attached.

VERIFICATION OF STATEMENT

The undersigned deposes and says that he is authorized to and does make this verification and that the facts set forth therein are true and correct to the best of his knowledge, information and belief. The undersigned understands that false statements herein are made subject to penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Joseph P. Gardner May 17, 2012
(Signature) (Date)

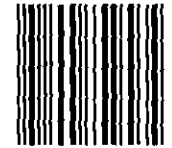
Joseph P. Gardner, President
(Name and Title, printed or typed)

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John A. Pilar
Attorney at Law
265 Merion Drive
Pittsburgh, PA 15228



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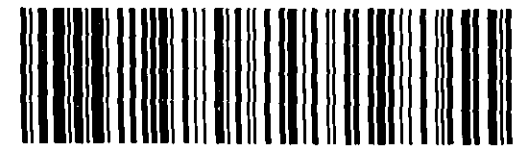
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Honorable Rosemary Chiavetta, Secretary
Penna Public Utility Comm
P.O. Box 3265
Harrisburg, Pa 17105-3265