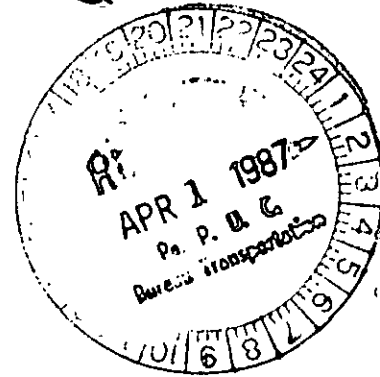


J. LAWRENCE GRIM, JR.  
JOHN FREDERIC GRIM  
ALLAN K. GRIM, JR.  
DENNIS HELF  
EMORY W. BUCK  
JEAN M. KEELER  
GREGORY GOLAZESKI  
WALLACE H. BATEMAN, JR.\*

\*ALSO ADMITTED IN NEW JERSEY

LAW OFFICES  
**GRIM & GRIM**  
ESTABLISHED 1895  
BUCKS COUNTY  
SIXTH AND CHESTNUT STREETS  
P. O. BOX 215  
PERKASIE, PA 18944-0215



GENERAL (215) 257-6811  
REAL ESTATE (215) 257-8077  
TELECOPIER (215) 257-8092

March 31, 1987

**RECEIVED**

Pennsylvania Public Utility Commission  
P.O. Box 3265  
North Office Building  
Harrisburg, PA 17120

*A-107401*

**APR 1 1987**

SECRETARY'S OFFICE  
Public Utility Commission

Re: Application of Earl A. Scholl, Inc.

Ladies and Gentlemen:

Enclosed for your review, consideration and approval is an original and two copies of Application for Approval of Transfer and Exercise of Common Carrier Rights described at Docket No. A.64945, Folder No. 1. The transferor, the late Earl A. Scholl, died in 1986. The transferee is a corporation established by his heirs. Attached to the Application are the exhibits marked in Item 14. In addition, I am enclosing a certified check in the amount of \$125 and Local Registrar's Certification of Death No. 055876.

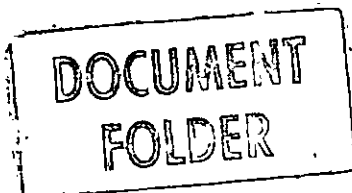
If you have any questions, please do not hesitate to call me or my colleague Emory W. Buck at (215) 257-6811. Thank you for your kind consideration of the enclosures.

Very truly yours,

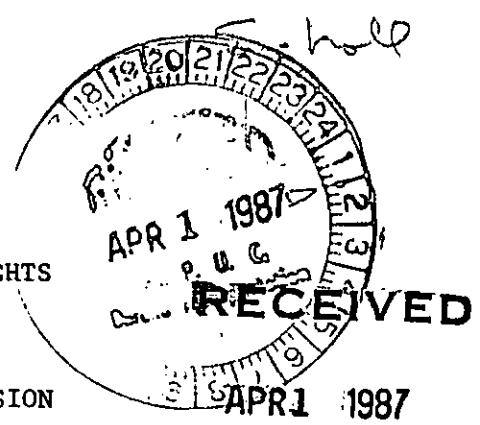
*Gregory Golazeski*  
GREGORY GOLAZESKI

GG:bal  
Enclosures  
cc: Mildred M. Scholl  
G. Richard Scholl  
Robert P. Hastings  
J. Lawrence Grim, Jr.  
Emory W. Buck

FEDERAL EXPRESS



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



BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

SECRETARY'S OFFICE  
Public Utility Commission

Application of Earl A. Scholl, Inc.  
(Applicant/Transferee)

for approval of the transfer and to exercise the right  
as a common carrier, described at Docket  
common-contract

No. A.64945, Folder No. 1, issued to  
Earl A. Scholl  
Transferor

PUC Use Only  
Docket No. 107401  
Folder No. \_\_\_\_\_

for transportation of property  
persons-property

APPL.   
COMPL.   
MVIC.   
CHECKED BY Law

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

- Earl A. Scholl, Inc.  
(Full and correct name of applicant/transferee)
- Not applicable  
(Trade name, if any)

The trade name \_\_\_\_\_ been registered with the Secretary of the  
(has or has not)  
Commonwealth on \_\_\_\_\_ (attach copy of stamped registration form).  
(date)

- 714H Old Bethlehem Road  
(Business Street Address) (P.O. Box, if any)  
Perkasie PA 18944 257-4865  
City State Zip Telephone

- Applicant's attorney (for this application) is:  
Emory W. Buck, Esquire  
Grim and Grim, Esqs., 6th & Chestnut Sts., Perkasie, PA 18944 257-6811  
(Name) (Address) (Telephone)

- Any notice, process or order of the PUC should be served upon:  
G. Richard Scholl, 223H Schwenkmill Road, Perkasie, PA 18944  
(Name) (Address)

- Applicant does not hold Pa. PUC authority under Docket  
(does or does not)  
Number \_\_\_\_\_ and operates as a \_\_\_\_\_ carrier.  
(common or contract)

- Applicant does not hold Interstate Commerce Commission authority  
(does or does not)

DOCUMENT  
FOLDER

BEGINNING

DOCKETED  
APR 8 1987  
ENTRY No. Law

8. Applicant is (check one):

Individual.

Partnership. Attach copy of partnership agreement and list names and addresses of partners below (use additional sheet if necessary).

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

~~XXXX~~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 May 19, 1986 (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. See Exhibit "A".

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

Not applicable

10. Applicant proposes to acquire all of the operating rights (all or part)

now held by transferor. Attach sheet describing rights to be transferred to applicant and rights to be retained by transferor, if any. If any rights are to be omitted, give reasons. See Exhibit "B".

11. The reason for the transfer is that the transferor, Earl A. Scholl, died on April 28, 1986. The sole shareholders of the applicant corporation are the heirs of the transferor.

12. The total amount of consideration to be paid is \$ None and was determined as follows: The transfer is taking place because of the death of the transferor whose operating rights are passing to his heirs.

and will be paid as follows: \_\_\_\_\_

13. Applicant is financially able to furnish adequate service to the public and submits Schedule "C" as a statement of financial condition.
14. Attach the following, as appropriate (check those attached):
- Sales Agreement. (Required)
  - Partnership Agreement.
  - Trade Name registration certificate.
  - Certificate of Incorporation or Authority.
  - Statement of corporate charter purpose.
  - List of corporate officers and stockholders.
  - List of equipment to be used to render service. (summarize by type)
  - Operating authority to be transferred/retained.
  - Equipment and other property to be transferred. (Schedules "A" & "B")
  - Statement of Financial Condition (Schedule "C") See Annual Report on file.
  - Bilateral contract(s), if transferring contract carrier rights.
  - Statement of unpaid business debts of transferor and how they will be satisfied.
  - Copy of short form certificate showing date of death of transferor and name of executor/trix.
15. Transferor attests that all general assessments and fines are paid, that no annual reports are due and agrees to continue to render the service which is to be transferred until this application is approved, whereupon transferor will surrender said certificate or permit for cancellation.
16. 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 approval of the transfer.

WHEREFOR, Transferee and Transferor pray that the Commission grant the Transfer as herein requested.

EARL A. SCHOLL, INC.

Transferee sign here:  
(Corporate Seal)

*Seal*

By: G. Richard Scholl 3-23-87  
(each partner must sign) (Date)  
G. Richard Scholl - President

By: Mildred M. Scholl  
Mildred M. Scholl - Secretary/Treasurer

Transferor sign here:  
(Corporate Seal)

Bucks County Bank and Trust Company, Executor  
U/W of Earl A. Scholl, deceased

By: Maynard D. Cressman  
Maynard D. Cressman, Trust Officer

INSTRUCTIONS TO BE FOLLOWED IN PREPARING APPLICATION  
No Application Will Be Accepted From a Minor

1. A separate application must be filed for each type of service, such as common carrier of persons on schedule; contract carrier of persons; transportation of persons on call or demand; transportation of persons in group and party service; common carrier of property; contract carrier of property.
2. It is not required that applicant be represented by an attorney, unless applicant is a corporation.
3. The original application signed at the place designated, duly verified by affidavit and two copies of same must be filed at the office of the Pennsylvania Public Utility Commission P.O. Box 3265, North Office Building, Harrisburg, PA 17120. A filing fee of One Hundred Twenty Five Dollars (\$125.00) is required and shall be paid by certified check or money order, made payable to the Commonwealth of Pennsylvania.
4. Carriers with Pa. PUC authority need not complete Paragraph 14 - Statement of Financial Condition if its latest Annual Report is on file at the Commission. You need only to reference same.
5. Copies of trade name registration form and certificate of incorporation of authority are not required from currently certificated/permitted carriers.
6. If space provided in form is not sufficient, prepare on separate sheet, attach it to application and give it the same number as question or statement to which it refers.
7. THIS APPLICATION FORM IS ONLY TO BE USED IN APPLYING FOR A TRANSFER OF RIGHTS UNDER EXISTING CERTIFICATES, PERMITS OR LICENSES. No application will be entertained for a transfer of rights which have been canceled or which for other reasons are obsolete.

THIS MUST BE COMPLETED BY NOTARY PUBLIC

AFFIDAVIT OF TRANSFEREE/APPLICANT (Natural Person)

COMMONWEALTH OF PENNSYLVANIA :  
: ss:  
\_\_\_\_\_ County :

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

\_\_\_\_\_  
Signature of Affiant

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

\_\_\_\_\_  
Signature of Official Administering Oath

AFFIDAVIT OF TRANSFEREE/APPLICANT (Corporation)

COMMONWEALTH OF PENNSYLVANIA :  
: ss:  
Bucks \_\_\_\_\_ County :

G. Richard Scholl, being duly sworn (affirmed) according to law, deposes and says that he is President of \_\_\_\_\_  
(Office of Affiant)

Earl A. Scholl, Inc.; that he is authorized to and does make  
(Name of Corporation)

this affidavit for it; and that the facts above set forth are true and correct; or are true and correct to the best of his knowledge, information and belief and that he expects the said Earl A. Scholl, Inc.  
(Name of Corporation)

to be able to prove the same at the hearing hereof.

EARL A. SCHOLL, INC.

By: G. Richard Scholl  
Signature of Affiant

G. Richard Scholl - President

Sworn and subscribed before me this 23<sup>rd</sup>  
day of March 19 87

My Commission Expires \_\_\_\_\_

Linda Kay Ott  
Signature of Official Administering Oath  
LINDA KAY OTT, Notary Public  
Perkasie Boro, Bucks Co.  
My Commission Expires June 23, 1987

THIS MUST BE COMPLETED BY NOTARY PUBLIC

AFFIDAVIT OF TRANSFEROR/SELLER (Natural Person)

COMMONWEALTH OF PENNSYLVANIA :  
: ss:  
Bucks \_\_\_\_\_ County :

Maynard D. Cressman, Trust Officer of Bucks County Bank and Trust Company, Executor U/W of Earl A. Scholl, deceased, being duly sworn (affirmed) according to law, deposes and says that the facts above set forth are true and correct; or are true and correct to the best of his knowledge, information and belief and he expects to be able to prove the same at the hearing hereof. Bucks County Bank and Trust Company

By: Maynard D. Cressman  
Signature of Affiant  
Maynard D. Cressman  
Trust Officer

Sworn and subscribed before me this 24<sup>th</sup>  
day of March 19 87  
My Commission Expires \_\_\_\_\_

Linda Kay Ott  
Signature of Official Administering Oath  
LINDA KAY OTT, Notary Public  
Perkasie Boro, Bucks Co.  
My Commission Expires June 23, 1987

AFFIDAVIT OF TRANSFEROR/SELLER (Corporation)

COMMONWEALTH OF PENNSYLVANIA :  
: ss:  
\_\_\_\_\_ County :

\_\_\_\_\_, being duly sworn (affirmed) according to law, deposes and says that he is \_\_\_\_\_ of \_\_\_\_\_ (Office of Affiant); that he is authorized to and does make (Name of Corporation) this affidavit for it; and that the facts above set forth are true and correct; or are true and correct to the best of his knowledge, information and belief and that he expects the said \_\_\_\_\_ (Name of Corporation) to be able to prove the same at the hearing hereof.

\_\_\_\_\_  
Signature of Affiant

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

\_\_\_\_\_  
Signature of Official Administering Oath

# Commonwealth of Pennsylvania

Department of State



## CERTIFICATE OF INCORPORATION

Office of the Secretary of the Commonwealth

To All to Whom These Presents Shall Come, Greeting:

Whereas, Under the provisions of the Laws of the Commonwealth, the Secretary of the Commonwealth is authorized and required to issue a "Certificate of Incorporation" evidencing the incorporation of an entity.

Whereas, The stipulations and conditions of the Law have been fully complied with by

EARL A. SCHOLL, INC.

Therefore, Know Ye, That subject to the Constitution of this Commonwealth, and under the authority of the Laws thereof, I do by these presents, which I have caused to be sealed with the Great Seal of the Commonwealth, declare and certify the creation, erection and incorporation of the above in deed and in law by the name chosen hereinbefore specified.

Such corporation shall have and enjoy and shall be subject to all the powers, duties, requirements, and restrictions, specified and enjoined in and by the applicable laws of this Commonwealth.

Given under my Hand and the Great Seal of the Commonwealth, at the City of Harrisburg, this 19th day of May in the year of our Lord one thousand nine hundred and eighty-six and of the Commonwealth the two hundred tenth



*[Signature]*  
Secretary of the Commonwealth

0921736

J LAWRENCE GRIM JR ESQ  
PO BOX 215  
PERKASIE, PA 18944

STATEMENT OF CORPORATE CHARTER PURPOSE

To have unlimited power to engage in and do any lawful act concerning any and all lawful business for which corporations may be incorporated under the Pennsylvania Business Corporation Law approved May 5, 1933, P.L. 364, as amended.

LIST OF CORPORATE OFFICERS

<u>Name</u>	<u>Title</u>
Mildred M. Scholl 714H Old Bethlehem Road Perkasie, PA 18944	Secretary/Treasurer
G. Richard Scholl 223H Schwenkmill Road Perkasie, PA 18944	President

The corporation has issued 1,000 shares of common stock to Mildred M. Scholl and G. Richard Scholl as joint tenants with right of survivorship.

LIST OF EQUIPMENT TO BE USED TO RENDER SERVICE

1986 International Harvester Tractor

Certified Trailer Model Year 1967

Certified Trailer Model Year 1969

OPERATING RIGHTS TO BE TRANSFERRED

1. To transport as a Class "D" carrier livestock between points in the Borough of Telford, Montgomery County, and within sixty-five (65) miles by the usually travelled highways of the limits of the said Borough.

2. To transport as a Class "D" carrier cattle between points in the Borough of Hatfield, Montgomery County, and within eighty (80) miles by the usually travelled highways of the limits of the said Borough.

**SCHEDULE "A"**

DESCRIPTION OF EACH PASSENGER VEHICLE, TRUCK, TRACTOR, TRAILER, SEMI-TRAILER, TAXICAB OR OTHER MOTOR VEHICLE TO BE TRANSFERRED FROM CERTIFICATE OR PERMIT HOLDER TO APPLICANT

Name of Manufacturer (1)	Year of Manufacture (2)	Description					Date Purchased (8)	Condition When Purchased (New or Used) (9)	Original Cost (10)	Cost of Additions, Betterments, and Improvements (11)	Total Cost (12)	Depreciation (13)	Total Cost Less Depreciation (14)	Estimated Present Value (15)	Encumbrance (16)
		Type Of Body (3)	Engine Number (4)	Capacity (5)	Manufacturer's Number (6)	Miles Operated (7)									
International Harvester	1986	Tractor	2HSFB JUR8G CA11022		2HSFBJUR 8GCA11022		11/85	New	67560	- 0 -	67560	10134	57426	57426	50868
Certified Trailer		Trailer					10/80	Used	10000	- 0 -	10000	10000	- 0 -	- 0 -	- 0 -
Certified Trailer		Trailer					10/80	Used	8750	- 0 -	8750	8750	- 0 -	- 0 -	- 0 -
Total columns 10 to 16 inclusive									86310	- 0 -	86310	28884	57426	57426	50868

State who is to assume encumbrance and how it will be satisfied \_\_\_\_\_  
 The applicant Earl A. Scholl, Inc. will assume encumbrance

**SCHEDULE "B"**

DESCRIPTION OF EACH OTHER ITEM OF PROPERTY TO BE TRANSFERRED FROM CERTIFICATE OR PERMIT HOLDER TO APPLICANT

Description (A)	Date of Purchase, Installation or Construction (B)	Original Cost (C)	Depreciation (D)	Original Cost Less Depreciation (E)	Estimated Present Value (F)	Encumbrance (G)
NONE						
Total columns C to G inclusive						

State who is to assume encumbrance and how it will be satisfied \_\_\_\_\_

SCHEDULE "C"

STATEMENT OF FINANCIAL CONDITION

ASSETS

Motor vehicle equipment	\$ 86,310.00
Buildings and structures	\$ -0-
Other property	\$ -0-
Cash	\$ 14,407.68
Accounts receivable	\$ -0-
Notes receivable	\$ 1,558.83
Materials and supplies	\$ -0-
Other assets (attach schedule)	\$ -0-
Total Assets	\$ 102,276.51

LIABILITIES

Mortgages payable	\$ -0-
Equipment obligations	\$ 46,076.50
Accounts payable (Payroll tax)	\$ 547.86
Notes payable	\$ -0-
Other liabilities (attach schedule)	\$ -0-
Reserve for depreciation - motor vehicles (Accumulated depreciation)	\$ 38,455.00
Reserve for depreciation - buildings & structures	\$ -0-
Reserve for depreciation - other	\$ -0-
Net worth (individual or partnership)	\$ N/A
Capital stock (corporations only)	\$ 1,000.00
Surplus (corporations only) Paid-in Capital and Retained Earnings	\$ 5,557.71 Pd-in Cap. 10,639.44 R.E.
Total Liabilities	\$ 102,276.51



Register of Wills of Bucks County, Pennsylvania

Short Certificate

Commonwealth of Pennsylvania }
County of Bucks } ss

I, Barbara G. Reilly, Register of Wills in and for the County of Bucks, in the Commonwealth of Pennsylvania,

DO HEREBY CERTIFY that on the 5th day of May, 1986

LETTERS Testamentary

On the Estate of Earl A. Schoil

deceased, were granted to

Bucks County Bank & Trust Co.

having first been qualified well and truly to administer the same. And, I further certify that no revocation of said Letters appears of record in my office.

Date of Death 4/28/86

Social Security No. [REDACTED]

9-26-688

Given under my hand and seal of office this

23rd day of March, 1987

[Handwritten Signature] Deputy Register

H105 112 REV. 11-85  
(FEE FOR THIS  
CERTIFICATE \$2.00)

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF HEALTH-VITAL RECORDS

No. 055876

LOCAL REGISTRAR'S CERTIFICATION OF DEATH

Registered No. \_\_\_\_\_

Full Name of Deceased Earl A. Scholl  
First Middle Last

Residence 714-H Old Bethlehem Road Perkasie Bucks Penna.  
Number Street City or Town County State

Place of Death Bucks West Rockhill Twp. Pennsylvania  
County City, Borough or Township

Sex Male Date of Death April 28, 1986 Race White

Date of Birth April 19, 1907 Birthplace Perkasie, Pennsylvania Marital Status Married

Social Security No. [Redacted] Occupation Trucker/Farmer Veteran's Serial No. \_\_\_\_\_

MEDICAL CERTIFICATE

Part I. Death was caused by:

Interval Between Onset and Death

Immediate Cause (a) Myocardial Infarction with Pulmonary Edema months \_\_\_\_\_

Due To (b) Coronary Artery Disease - Old Myocardial Infarction years \_\_\_\_\_

Due To (c) \_\_\_\_\_

PART II. OTHER SIGNIFICANT CONDITIONS: contributing to death but not related to the immediate cause given in Part I. (a)

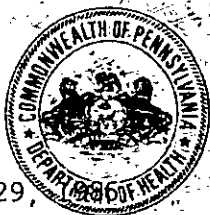
Lymphomy

Accident, Suicide or Homicide \_\_\_\_\_ How did injury occur \_\_\_\_\_

Name and Title of Person Who Certified Cause of Death (M.D., D.O., Coroner, M.E.) Alan C. Kaufman, M.D.

Address 920 Lawn Avenue Sellersville, Pa.  
Street City

This is to certify that the information here given is correctly copied from an original certificate of death duly filed with me as Local Registrar. The original certificate will be forwarded to the State Vital Records Office for permanent filing.



Molly M. Karasch 46-428  
 Local Registrar of Vital Records District No.  
516 Summit St. North Wales, Pa.  
Street Address City, Borough, Township

April 29, \_\_\_\_\_ Date Received by Local Registrar \_\_\_\_\_

Date of Issue of This Certification \_\_\_\_\_

Application Docket No. 64945  
Folder 1, Am-A

Application of EARL A. SCHOLL,

SUPPLEMENTAL REPORT AND ORDER  
MODIFYING CERTIFICATE OF PUBLIC CONVENIENCE

BY THE COMMISSION:

This matter being before the Pennsylvania Public Utility Commission upon application of EARL A. SCHOLL, dated October 2, 1969, for modification of the report and order issued under date of March 18, 1946 and the certificate of public convenience issued thereunder, and having been duly presented in accordance with the rules of the Commission, and full investigation of the matters and things involved having been had, and it appearing that the rights granted herein are in effect a transfer of the rights which have been held by FREDERICK H. FOLEY, under report and order issued at A. 37648, Folder 2 on March 26, 1945 and the certificate of public convenience issued thereunder, which certificate will be subsequently cancelled as of the date of this order, upon compliance with the tariff requirements of the Commission by EARL A. SCHOLL, the Commission finds and determines that approval of the proposed modification is necessary or proper for the service, accommodation or convenience of the public; THEREFORE:

NOW, to wit, January 27, 1970, IT IS ORDERED: That the report and order issued under date of March 18, 1946 and the certificate of public convenience issued thereunder be and is hereby modified and amended so as to include the following right:

To transport, as a Class D carrier, cattle between points in the borough of Hatfield, Montgomery County, and within eighty (80) miles by the usually traveled highways of the limits of said borough;

subject to the following conditions:

FIRST: That the approval hereby given is not to be understood as committing the Commission, in any proceedings that may be brought before it for any purpose, to fix a valuation on the right to be acquired by applicant from the present certificate holder equal to the consideration to be paid therefor, or equal to any value that may be placed thereon by applicant or to approve or prescribe rates sufficient to yield a return thereon.

SECOND: That applicant shall not record in his utility accounts any amount representing the right herein granted, in excess of the actual cost of such right to the original holder thereof.

POOR ORIGINAL

RECORD  
FOLDER

DOCKETED  
APPLICATION DOCKET

FEB 2 - 1970

A.64945  
Folder 1, Am-A

THIRD: That the \$100 consideration paid by the applicant for the right and going concern value of the business be capitalized by applicant in Account 1550 - Other Intangible Property or in the alternative be charged off against applicant's ownership equity, provided the latter is sufficient in amount to absorb said charge off.

IT IS FURTHER ORDERED: That the applicant will not be permitted to operate or engage in any transportation granted herein until compliance with the requirements of the Public Utility Law, relative to the filing and acceptance of a tariff establishing just and reasonable rates.

✓ PENNSYLVANIA  
PUBLIC UTILITY COMMISSION

*George L. Bloomer*

Chairman

ATTEST:

*J. J. ...*

Secretary

POOR ORIGINAL

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION

RECORD CHECK  
EXAMINED AND APPROVED

Application Docket No. 84945

Application of EARL A. SCHOLL

REPORT AND ORDER  
APPROVING TRUCKING SERVICE

BY THE COMMISSION:

This matter being before the Pennsylvania Public Utility Commission upon application of EARL A. SCHOLL, dated February 24, 1945, to operate motor vehicles as a common carrier, and having been duly heard and submitted by the parties, and full investigation of the matters and things involved having been had, and it appearing that the rights granted herein are in effect a transfer of the rights held by CHARLES B. MININGER under certificate of public convenience issued at A.61065 on February 24, 1942, the Commission finds and determines that approval of the application, limited to the following rights:

To transport, as a Class D carrier, livestock between points in the Borough of Telford, Montgomery County and within sixty-five (65) miles by the usually traveled highways of the limits of the said borough;

and subject to the following conditions, is necessary or proper for the service, accommodation or convenience of the public:

FIRST: That the certificate holder is limited and restricted to the operation of the motor vehicles as named and described in the Equipment Certificate, to be subsequently issued.

SECOND: That the approval hereby given is not to be understood as committing the Commission, in any proceedings that may be brought before it for any purpose, to fix a valuation on the property to be acquired by applicant from the present certificate holder equal to the consideration to be paid therefor, or equal to any value that may be placed thereon by applicant, or to approve or prescribe rates sufficient to yield a return thereon.

THIRD: That applicant shall not record in his utility plant accounts any amount representing the rights herein granted, except the necessary reasonable expenses incurred by him in obtaining said rights from the Commission.

FOURTH: That applicant charge to his proprietorship account \$575 being the part of the consideration payable by him to the present certificate holder in excess of the original cost less depreciation of the physical property to be acquired by him from the present certificate holder.

POOR ORIGINAL

FILED  
FEB 24 1945

RECORD  
FOLDER

FIFTH: That the certificate holder shall comply with all the provisions of the Public Utility Law as now existing or as may hereafter be amended, and Revised General Order No. 29, effective July 1, 1939, or as may hereafter be revised, and any other rules and regulations as may hereafter be prescribed by the Commission. Failure to comply shall be sufficient cause to suspend, revoke or rescind the rights and privileges conferred by the Certificate.

NOW, to wit, March 18, 1946, IT IS ORDERED: That upon compliance with all requirements of Sections 302 and 915 of the Public Utility Law, relative to tariffs and insurance, and with the rules and regulations promulgated by the Commission thereunder, a certificate of public convenience issue evidencing the Commission's approval of the right to operate, as above determined.

IT IS FURTHER ORDERED: That in the event said applicant has not, on or before thirty days from the date of the service of this order, complied with the requirements hereinbefore set forth, the application shall be dismissed without further proceedings.

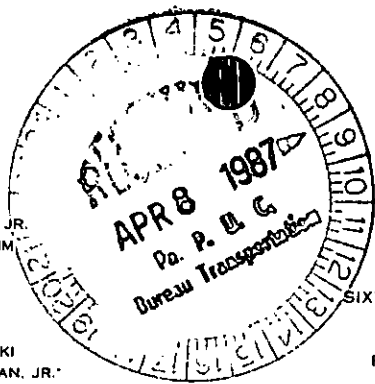
PENNSYLVANIA  
PUBLIC UTILITY COMMISSION

*John L. Higgins*  
Chairman

ATTEST:

*Robertson L. Cameron*  
Secretary

POOR ORIGINAL



J. LAWRENCE GRIM, JR.  
JOHN FREDERIC GRIM  
ALLAN K. GRIM, JR.  
DENNIS HELF  
EMORY W. BUCK  
JEAN M. KEELER  
GREGORY GOLAZESKI  
WALLACE H. BATEMAN, JR.

\*ALSO ADMITTED IN NEW JERSEY

LAW OFFICES  
**GRIM & GRIM**

ESTABLISHED 1895

BUCKS COUNTY

SIXTH AND CHESTNUT STREETS

P. O. BOX 215

PERKASIE, PA 18944-0215

GENERAL  
(215) 257-6811

REAL ESTATE  
(215) 257-8077

TELECOPIER  
(215) 257-8092

April 6, 1987

Ms. Frances Walkinshaw  
Pennsylvania Public Utility Commission  
P.O. Box 3265  
North Office Building  
Harrisburg, PA 17120

*A. 107401*

Re: Application of Earl A. Scholl, Inc.

Dear Ms. Walkinshaw:

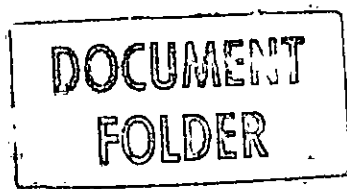
Pursuant to your request, enclosed are the following copies: Operating Agreement transferring title, Will of Earl A. Scholl and agreement dated May 19, 1986 together with its Exhibit, all showing that Mildred M. Scholl and G. Richard Scholl are the sole heirs to the Estate of Earl A. Scholl.

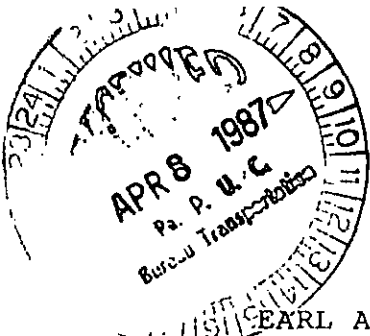
If you have any questions or require any further information, please do not hesitate to call.

Very truly yours,

*Greg Golazeski*  
GREGORY GOLAZESKI *bal*

GG:bal  
Enclosures





A. 107401

OPERATING AGREEMENT

EARL A. SCHOLL, INC. ("Corporation"), G. RICHARD SCHOLL ("Richard") and MILDRED M. SCHOLL ("Mildred") agree as follows:

1. BUCKS COUNTY BANK AND TRUST COMPANY ("Executor") of the Estate of Earl A. Scholl ("Decedent") has transferred title to various vehicles consisting of trucks, tractors and trailers ("Vehicles") to Richard pursuant to an agreement between Decedent, Richard and Mildred dated September 5, 1985 and an agreement between Executor, Richard and Mildred dated this date.
2. Richard shall hence forth be the sole owner of the vehicles and have sole and exclusive control as to the manner of their use and operation.
3. Corporation will provide certain services for Richard and in consideration thereof he agrees he will not sell, encumber or otherwise transfer title without the consent of Corporation.
4. Corporation services will include billing Richard's customers, collecting accounts receivable, paying bills, bookkeeping, filing, tax returns, paying the debts represented by encumbrances on titles of vehicles and other management convenience services.
5. Mildred and Richard as sole shareholders of Corporation agree the profits and losses of the Corporation shall be equally divided between them and that Richard shall receive no special payments by virtue of his ownership of the vehicles and Mildred shall receive no special payment for her bookkeeping services.
6. This agreement shall not be interpreted as any kind of lease or any kind of agreement permitting the Corporation to "use" the vehicles, the exclusive use and control of the vehicles being vested in Richard.

EXECUTED on May 19 1986.

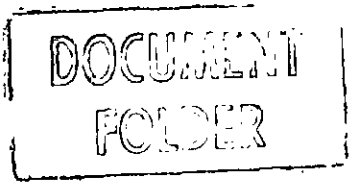
EARL A. SCHOLL, INC.

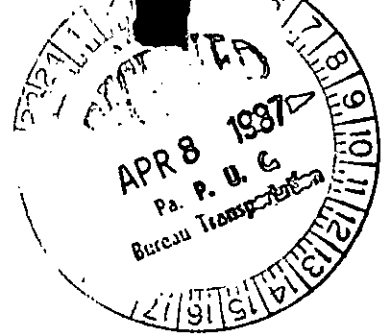
By: G. Richard Scholl (SEAL)  
G. Richard Scholl, President

Attest: Mildred M. Scholl (SEAL)  
Mildred M. Scholl,  
Secretary/Treasurer

G. Richard Scholl (SEAL)  
G. Richard Scholl, Individually

Mildred M. Scholl (SEAL)  
Mildred M. Scholl, Individually





A-107401

AGREEMENT

INTENDING TO BE LEGALLY BOUND, BUCKS COUNTY BANK AND TRUST COMPANY, as Executor under the Will of EARL A. SCHOLL, deceased, ("BANK"), MILDRED M. SCHOLL ("MILDRED") and G. RICHARD SCHOLL ("RICHARD") agree as follows:

1. On September 5, 1985, EARL, MILDRED and RICHARD entered into a written Agreement, a copy of which is attached hereto, made a part hereof and marked Exhibit "A," which provided that at the death of EARL, the hauling and trucking business was to be continued as theretofore, and if MILDRED were to also die or become incompetent, then certain vehicles were to be transferred immediately to RICHARD.

2. EARL A. SCHOLL ("EARL") died on April 28, 1986, survived by MILDRED, who is competent.

3. BANK, MILDRED and RICHARD unanimously agree that the vehicles shall be transferred to G. RICHARD SCHOLL who will own and operate the same under and subject to an operating agreement with EARL A. SCHOLL, INC., a new corporation being formed by MILDRED and RICHARD who will be sole owners of the stock as joint tenants with the right of survivorship.

EXECUTED on May 19, 1986.

BUCKS COUNTY BANK AND TRUST COMPANY,  
Executor under the Will of  
Earl A. Scholl, Deceased

By Wayne D. Cranna, Trust Officer (SEAL)

Attest: Kimberly E. Hagan, Notary Public (SEAL)

Mildred M. Scholl (SEAL)  
Mildred M. Scholl

G. Richard Scholl (SEAL)  
G. Richard Scholl

WITNESSES:

[Signature]  
\_\_\_\_\_

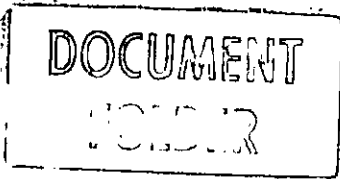


EXHIBIT "A"  
AGREEMENT

INTENDING TO BE LEGALLY BOUND, EARL A. SCHOLL ("EARL") and MILDRED M. SCHOLL ("MILDRED"), his wife, and G. RICHARD SCHOLL ("RICHARD"), their son, agree as follows:

1. EARL is the owner of a tractor and two trailers (hereafter referred to as the "tractor and trailers"), more particularly described as follows:

1973 International Tractor  
Identification No. 437072G513325  
Title No. A24471096, Plate No. CJ55067  
(5 Axle Gross Weight 73280)

1967 Certified Trailer  
Identification No. AL19250  
Title No. 00667920, Plate No. TF36837

1969 Certified Trailer Transport  
Identification No. AL7230  
Title No. A00596977, Plate No. TB19146

2. This Agreement confirms that RICHARD has been operating and using the tractor and trailers with EARL's consent and that he may henceforth continue to do so until the parties may hereafter otherwise agree in writing. RICHARD may continue to use the vehicles without any requirement of paying rent. The parties shall handle the disposition of income from the use of the tractor and trailers and payment of expenses in the future as they have in the past.

3. If EARL should die, MILDRED and RICHARD shall be entitled to receive the transfer of titles to the tractor and trailers to them jointly, as tenants in common, unless they otherwise agree in writing. Specifically, EARL hereby agrees, intending to bind his estate legally, that his Executor shall transfer titles to the tractor and trailers to MILDRED and RICHARD for no consideration. Any inheritance and estate taxes and any estate administration expenses (all such taxes and expenses hereafter referred to as "estate expenses") imposed upon the tractor and trailers will be borne by EARL's general estate and shall not be paid by RICHARD or MILDRED or both. If MILDRED should die before EARL, EARL's Executor shall transfer title to the tractor and trailers to RICHARD, who shall be the sole owner thereof without any requirement of paying any consideration and without paying any estate expenses.

4. Contemporaneously with the signing of this Agreement, EARL and MILDRED are executing Powers of Attorney in favor of each other, then RICHARD and then the Bucks County Bank and Trust Company. If EARL should become incompetent and unable to manage his affairs, EARL agrees that the titles to the tractor and

trailers shall be transferred to RICHARD and MILDRED, as tenants in common, by utilizing the Powers of Attorney, or if MILDRED also has become or becomes incompetent, the titles to the tractor and trailers can be transferred solely to RICHARD without the necessity of him paying any consideration therefor or paying any estate expenses of any kind. Specifically, any estate expenses imposed upon MILDRED's estate by virtue of her having any interest in the tractor or trailers shall be paid out of her general estate and not be paid by RICHARD.

5. RICHARD agrees to continue to perform services for EARL as he has heretofore in connection with the water business and other services as well, and EARL acknowledges and agrees that the past and anticipated future performance of these services constitutes good and valuable consideration for EARL's undertakings in this Agreement.

6. If EARL is deceased or incompetent, as long as MILDRED is competent and can handle her affairs, the business of operating the tractor and trailers, including allocation of income and expenses, shall continue as heretofore with MILDRED receiving the benefits and assuming the responsibilities and liabilities heretofore enjoyed by EARL. If EARL has become incompetent or died and MILDRED has become incompetent or died, title to the tractor and trailers shall be transferred immediately to RICHARD without his payment of any consideration and not subject to any estate expenses, and he shall be free to operate the tractor and trailers and the business of operating the tractor and trailers in any manner he deems appropriate as the sole and unconditional owner.

7. Any disputes as to whether a party to this Agreement is competent or not shall be determined by the Trust Department of the Bucks County Bank and Trust Company, but shall be subject to appeal to the Orphans' Court of Bucks County by the filing by an interested party of a Petition to have the person whose competency is questioned adjudged an incompetent.

EXECUTED on September 5, 1985.

Earl A. Scholl (SEAL)  
Earl A. Scholl

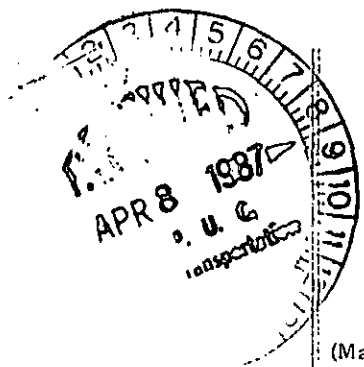
Mildred M. Scholl (SEAL)  
Mildred M. Scholl

G. Richard Scholl (SEAL)  
G. Richard Scholl

WITNESSES:

[Signature]

Linda Kay Ott



W I L L

A.107401

I, EARL A. SCHOLL, of Hilltown Township, Bucks County, Pennsylvania  
(Mailing address: 714H Old Bethlehem Road, Perkasie, Pennsylvania 18944), do  
hereby revoke all former Wills and Codicils and declare this to be my last Will.

ARTICLE 1

I direct my Executor to pay all of my just debts not barred by the  
statute of limitations, and the expenses of my last illness, including doctor bills and  
hospital bills and my funeral expenses, and I further direct that all inheritance and  
death taxes, Attorney fees, Executor fees and administration expenses which may  
become due or payable as the result of my death be paid out of my estate.

ARTICLE 2

I give to my wife, MILDRED M. SCHOLL, the sum of Five Thousand  
Dollars (\$5,000.00). If she predeceases me, this bequest shall lapse and be part  
of my residuary estate.

ARTICLE 3

I give and bequeath to my wife, MILDRED M. SCHOLL, all tangible  
personal property, including but not limited to household goods, furniture, furnish-  
ings, and personal effects, if any, in my residence, which I may own at the time  
of my death, and automobiles, together with all policies of insurance thereon.  
If my wife should predecease me, I give and bequeath to my surviving children  
so many of such items as they may select, in such shares as they may determine,  
and the rest shall be sold and the proceeds added to my residuary estate. In the  
event my children cannot agree on the distribution of any item or items, the item  
or items in dispute shall be distributed or sold in the absolute discretion of my  
Executor. This bequest does not include intangible personal property such as  
cash, checking, savings and other accounts, stocks, bonds, and other investments

*Earl A. Scholl*

DOCUMENT  
FOLDER

represented by stock certificates, notes, obligations, bonds or other documentary evidences of title, in my name, nor any personal property used or owned by me in any business venture.

ARTICLE 4

§4.1) If my wife, MILDRED M. SCHOLL, survives me, I give to her a legacy in an amount which will produce the most appropriate marital deduction for Federal estate tax purposes under the Internal Revenue Code, as amended by the Tax Reform Act of 1976, in order to be exactly sufficient to reduce the Federal estate tax payable by reason of my death to the lowest amount and, if possible, to zero. In determining the amount of this legacy, it shall not exceed the maximum marital deduction permitted, but shall consist only of that portion of the marital deduction required to reduce the Federal estate taxes to the lowest possible amount after allowing for the unified credit which has not otherwise been claimed on account of Federal estate or gift taxes or any other allowable deductions, exclusions and credits. The amount of this legacy shall be further reduced by the aggregate value of all interests in property, if any, which pass to my wife under other provisions of this Will or which have or will pass to her or for her benefit otherwise than under this Will, by operation of law, through insurance policies or by virtue of property being titled as tenants by the entireties or otherwise, but only to the extent that such interests are included in determining my gross taxable estate and are allowable for a marital deduction for Federal estate tax purposes.

§4.2) The Executor shall have full power and the sole discretion to satisfy this gift wholly or partly in cash or kind, and to select the assets which shall constitute this gift; provided, however, that all property so selected shall be valued at the value thereof as finally determined for Federal estate tax purposes; provided, further, that the Executor, in order to implement this gift, shall distribute to my wife assets, including cash, having an aggregate fair market value at the date or dates of distribution amounting to no less than the amount of this gift as finally determined for Federal estate tax purposes; and provided, further, that there shall

*Earl A. Scholl*

not be included in this gift any asset or the proceeds of any asset (a) which does not qualify for the marital deduction for Federal estate tax purposes or (b) with respect to which any estate or death taxes are paid to any foreign country or any of its possessions or subdivisions. The exercise of any foregoing power or discretion by my Executor shall not be subject to question by or on behalf of any beneficiary under this Will regardless of its effect upon the interest of such beneficiary. My paramount intent is that my estate receive the benefit of the marital deduction described above. Any provision in this Will which would defeat or impair it shall be null and void. If I have failed to include any power or provision in this Will necessary to obtain the marital deduction described above, such power or provision is incorporated herein by reference.

§4.3) So long as any part of the legacy shall remain unpaid, my wife shall be entitled to receive not less than that part of the income of my estate as will equal Six Per Cent (6%) per annum from the date of my death of any unpaid part of the legacy. I direct that any income taxes imposed upon or chargeable to the income of my estate shall be apportioned to and deducted from the shares of all beneficiaries having an interest in such income in such equitable manner as my Executor shall determine. Any such determination shall be conclusive as to all persons interested in the income of my estate. The purpose of this Section is to insure that my wife receives sufficient income from the legacy contained in this Article during the administration of my estate and to insure the allowance of the marital deduction described above allowable for Federal estate tax purposes. In the event any rule of law requires my Executor to pay income in any manner or amount different from that set forth in this Section, notwithstanding the provisions of this Section, I direct my Executor to comply with that law in order to achieve the marital deduction described above.

§4.4) The amount of the legacy shall be undiminished by any estate, succession, legacy or inheritance taxes imposed by reason of my death or payable by my estate. All estate, succession, legacy or inheritance taxes shall be paid out of my residuary estate.

*Paul A. Scholl*

ARTICLE 5

If my wife, MILDRED M. SCHOLL, survives me, all the rest, residue and remainder of my estate, real, personal and mixed, I give, devise and bequeath unto my TRUSTEE, IN TRUST, NEVERTHELESS, for the following uses and purposes:

§5.1) The Trustee shall hold, manage, invest and reinvest the trust fund and shall distribute the net income and principal from time to time as hereafter set forth.

§5.2) The Trustee, in its sole discretion, shall either pay the income of the trust to or for the benefit of my wife, MILDRED M. SCHOLL, annually, or at such other intervals as the Trustee shall determine, or accumulate the income.

§5.3) The Trustee is authorized to use any accumulated income and such portion, portions or all of the principal of the trust from time to time and in such amounts and manner as the Trustee shall deem necessary or appropriate, in Trustee's sole discretion, and make such distributions to or for the benefit of my wife, MILDRED M. SCHOLL, in order to provide for her support and maintenance, including hospital bills, medical expenses and the like, and any emergency needs whatsoever, so that she shall during the remainder of her life enjoy the same standard of living to which she was accustomed during my lifetime. After her death, my wife and her estate shall have no interest in this trust.

§5.4) The Trustee is further authorized, upon the written request of my wife, MILDRED M. SCHOLL, for any purpose to invade the principal of the trust to the extent of Five Thousand Dollars (\$5,000.00) or Five Per Cent (5%) of the principal, annually, whichever amount is greater. This power shall not be cumulative, but the power with respect to each year shall lapse if not exercised on the last day of each year the power is held. Invasion to the extent of such sums shall not create rights in any other person, and amounts received by reason thereof need not be restored to the trust estate.

§5.5) The trust shall terminate upon the death of my wife, MILDRED M. SCHOLL, and the entire remaining principal and any undistributed

*Earl A. Scholl*

income shall then be distributed in the same manner as if my wife had predeceased me, as hereinafter set forth.

ARTICLE 6

For purposes of this Will, I direct that my wife shall be presumed to have survived me unless it appears unmistakably that she has predeceased me.

ARTICLE 7

If my wife, MILDRED M. SCHOLL, predeceases me, I give, devise and bequeath all the rest, residue and remainder of my property, real, personal and mixed, as follows:

§7.1) Twenty Percent (20%) of my residuary estate shall be distributed to my son, JOHN A. SCHOLL, if he survives me by thirty (30) days.

§7.2) Thirty Percent (30%) of my residuary estate shall be distributed to my son, G. RICHARD SCHOLL, if he survives me by thirty (30) days.

§7.3) Twenty-five Percent (25%) of my residuary estate shall be distributed to my daughter, THELMA ANN JOHNSON, if she survives me by thirty (30) days.

§7.4) Twenty-five Percent (25%) of my residuary estate shall be distributed to my daughter, DORIS LOUISE LINDMEIER, if she survives me by thirty (30) days.

ARTICLE 8

In the event any of my children should predecease me or the termination of any trust created hereunder, or fail to survive me or the termination of any such trust by thirty (30) days, the share which my child so dying would have received shall be distributed unto that child's descendants, per stirpes. If the event any of my children so dying fail to leave descendants who are living at the time of distribution hereunder, that child's share shall be divided among and be distributed to my surviving children and the descendants of any of my other deceased children, per stirpes.

*Earl A. Scholl*

ARTICLE 9

Any share of my estate which becomes distributable to a minor or incompetent shall be held, in trust, by my Trustee during minority or incompetency. My Trustee shall apply such amounts of income and principal as my Trustee, in Trustee's sole discretion, shall deem proper for the support, education and welfare of such minor or incompetent, and shall accumulate any unexpended balance of income. Such amounts may be applied directly or may be paid to the person with whom such minor or incompetent resides or who has care or control of such minor or incompetent, without the intervention of a Guardian. Trustee shall not be obligated to supervise or inquire into the application of such amounts by such person or organization, and the receipt of such person or organization shall be complete release of Trustee.

ARTICLE 10

Should the principal of any trust herein provided for become too small, or should its administration be or become impractical for any reason, so as to make continuance of the trust inadvisable, in Trustee's sole discretion, Trustee may make immediate distribution of the then remaining principal and any accumulated or undistributed income outright to the beneficiary or beneficiaries of such trust or trusts. Upon such termination, the rights of all persons who might otherwise have an interest as succeeding income beneficiary or in remainder shall cease. If any beneficiary to receive distribution is a minor or disabled in any way, Trustee may pay such share to the parent, guardian or person or organization taking care of that beneficiary, or may deposit such share in that beneficiary's name in a savings account in any financial institution, including a savings account operated by the Trustee, payable to the beneficiary at the termination of legal incapacity.

ARTICLE 11

All principal and income shall, until actual distribution to the beneficiary, be free of the debts, contracts, alienations and anticipations of any beneficiary.

*Earl A. Schell*

and the same shall not be liable to any levy, attachment, execution or sequestration while in the possession of my Executor or Trustee. Notwithstanding the foregoing, my Executor or Trustee, or both, may, in their discretion, lend any sum or sums of money that they may deem appropriate to any beneficiary of my estate and, as collateral for such loan or loans, receive an assignment, alienation or anticipation of the interest of the said beneficiary or beneficiaries of interests in my estate or any trust created in this Will.

#### ARTICLE 12

If any time during the administration of my estate or any trust created in my Will, a division or distribution of the principal is involved and any question shall arise at the time of such distribution as to the basis on which the valuation of the share to be distributed or set aside shall be determined, securities and cash or both to be allocated to such shares, or any other matter in connection with said distribution of principal, the decision of my Executor, Trustee and Guardian shall be final and conclusive.

#### ARTICLE 13

My Executor, Trustee and Guardian of estate shall have, in addition to the powers vested in them by law, the following discretionary powers:

§13.1) To compromise, adjust, settle or submit to arbitration upon terms as they may deem advisable any claim in favor of or against my estate or any trust hereby created.

§13.2) To make any distribution hereunder, including, but without being limited to, the payment of legacies and the setting up of any trust hereby created, in cash or in securities or other property, or partly in cash and partly in securities or other property, and for that purpose to use and allot at valuations to be fixed by them any property then a part of my estate or of any trust hereby created, or in order to facilitate any distribution of my estate or of any trust hereby created or for any purpose whatsoever to value and appraise any assets of my estate or of any trust hereby created.

*Paul A. School*

§13.3) §A) To retain and continue for such length of time as they may deem advisable any of the investments or other property owned by me at the time of my death; to sell, exchange, pledge or otherwise dispose of and to grant options for the sale or exchange of any stocks, bonds, securities or other personal property constituting assets of my estate or of any trust hereby created at such time, for such prices, upon such terms, and in such manner as they may deem advisable; to extend the time of payment of any obligation at any time held hereunder; to invest and reinvest any funds held hereunder in such securities or properties, including stocks of any classification, and including any common trust fund, stock, bonds, debentures or other securities issued by the Trustee, as they may deem advisable, without regard to any restrictions of law on Trustee's investment; to alter and vary all investments, whether original or subsequent; and to hold uninvested the funds at any time constituting all or any part of my estate or of any trust created, for such length of time as they may deem advisable.

§B) To invest, reinvest and keep invested the capital or principal of the trust, and any accumulated income, in such preferred and common stocks, bonds, real estate, savings accounts, and any other securities and property, including any Common Trust Fund or any stock, bonds, debentures or other securities issued by any corporate Executor, Trustee or Guardian, as my Executor, Trustee and Guardian may deem prudent, not limiting it to so-called "legal investments"; and to keep uninvested such amounts of cash from time to time as my Executor, Trustee and Guardian may deem to be for the best interest of the trust.

§C) To purchase from my estate such investments and property, and at such prices as my Executor, Trustee and Guardian may consider wise; and to lend, with or without security, to my estate such sums of money as my Executor, Trustee and Guardian may deem proper.

§D) To purchase investments at a premium or at a discount and to deduct such premiums from principal or income as my Executor, Trustee and Guardian, in their sole discretion, may deem proper and to credit such discounts to principal.

*Earl A. Schell*

§13.4) To purchase, acquire, hold, manage, partition, and sell, exchange, convey by deed, mortgage and grant options for the sale or exchange of real estate, or any interest in real estate, at such times, for such prices, upon such terms, and in such manner as they may deem advisable; and to lease the same for any period of time, notwithstanding any statutory provisions and even extending beyond the termination of any trust hereby created, upon such terms and in such manner as they may deem advisable; and to foreclose mortgages and bid in property under foreclosure, and to hold, lease and mortgage the same, and to continue mortgage investments upon and after maturity either with or without renewal or extension upon such terms as they may deem advisable, and to consent to the modification, renewal or extension of any bond or mortgage or of any term or provision thereof, or of any guarantee thereof, or to the release of any such guarantee held by my estate or any trust hereby created or in which my estate or any trust hereby created has a partial interest; and to use such part of the principal of my estate or of any trust hereby created as may be necessary for the protection of any investment in real estate or in any mortgage on real estate or for any of the other purposes authorized hereinabove, as they may deem necessary or advisable.

§13.5) No purchaser from my Executor, Trustee or Guardian shall be required to see to the application by my Executor, Trustee or Guardian of the purchase money or consideration or to inquire into the validity, expediency or propriety of any such sale, disposal, lease, mortgage or pledge.

§13.6) To participate in any refunding, readjustment of stocks, bonds or other securities or obligations, enforcement of obligations or security by foreclosure or otherwise, corporate consolidation by merger or otherwise, or reorganization which shall affect any of the stocks, bonds, securities or obligations constituting assets of my estate or any trust hereby created; to participate in any plan or proceeding therefor or for protecting the interests of the holders of such stocks, bonds, securities or obligations; to deposit any such property under any such plan or proceeding with any protective or reorganization committee

*Paul A. Schick*

and to delegate to such committee discretionary power with relation thereto;  
and to pay a proportionate part of the expenses of such committee and any assessments  
levied under any such plan, and to accept and retain new securities received  
in pursuance of any such plan; to exercise rights of voting, in person or by  
proxy, or rights of conversion or exchange, or rights to purchase or subscribe  
for stocks, bonds, securities or obligations which at any time may be offered  
to the holders of stocks, bonds, securities or obligations constituting assets  
of my estate or of any trust hereby created; and to make such contributions  
or payments in connection with any such matters as they may deem advisable.

§13.7) To borrow money for the purpose of raising funds  
to pay taxes or for any other purpose deemed by them beneficial to my estate  
or any trust hereby created, upon such terms as they may determine, and to  
pledge any assets of my estate or of any trust hereby created as security for  
the repayment of any such loan or loans to them.

§13.8) To make, in connection with the sale of any property,  
including securities, constituting assets of my estate or of any trust hereby created,  
such representations and warranties as they may deem necessary or advisable  
for the best realization of the value of the property sold.

§13.9) To cause the securities or other property which may  
from time to time comprise the whole or any part of my estate or of any trust  
hereby created to be registered in their own names or in the name or names of their  
nominee or nominees, or "street name", or to keep the same unregistered and  
retain the same in such condition that they will pass by delivery; provided,  
however, that nothing herein contained shall relieve them from liability for the  
loss of any such securities or other property or from responsibility for the acts  
of their nominee or nominees.

§13.10) To advance money to any corporation, the stocks,  
bonds or other securities of which shall constitute assets of my estate or of any  
trust hereby created, in order to aid such corporation in its business or with  
a view to maintaining or increasing the value of such securities.

*Earl A. Schell*

§13.11) To employ or retain counsel, advisors, accountants, investigators, custodians and other agents and employees; to prescribe the authorities and duties of such counsel, advisors, accountants, investigators, custodians and other agents and employees, and to fix and pay out of my estate or any trust hereby created, such compensation for their services as may be reasonable and as my Executor, Trustee and Guardian may deem necessary and proper; and the opinion of such counsel shall be a full and complete authorization and protection with respect to any action taken or omitted to be taken by my Executor, Trustee and Guardian in good faith and in accordance with the opinion of such counsel.

§13.12) To delegate to one another, by instrument in writing setting forth the particulars of such delegation and the duration thereof, any powers and duties hereunder in the event of absence or illness or inability to act; provided, however, that such delegation shall be revocable and shall neither increase nor decrease their liabilities.

§13.13) To determine whether to claim deductions available to me or to my estate on estate tax or on income tax returns, and to determine the date upon which to value my estate for estate tax purposes, all in such manner as may seem most advisable and without thereafter making any adjustment between income and principal on account of any such determination.

§13.14) To pay administration expenses from income or principal, and notwithstanding any of the foregoing provisions of this Will, to use such expenses as deductions for estate tax purposes, as may be deemed advisable, without any requirement of making adjustments or reimbursement among beneficiaries affected.

§13.15) To determine whether to amortize premiums or discounts in whole or in part; to apportion stock and extraordinary and liquidating dividends in such manner as may be deemed appropriate; and generally to determine what constitutes income and principal with respect to all property.

§13.16) To make loans to any beneficiary hereunder, on such terms as may be deemed advisable; and to borrow money whenever deemed

*Paul R. Schull*

advisable from any person or institution, including any corporate fiduciary hereunder, to facilitate renewal or payment of any debts due by me or to raise money for the purpose of paying taxes, costs of administration, or for any other purpose.

§13.17) To determine how and in what manner undistributed and accrued income shall be apportioned between the estate of a deceased beneficiary and the next succeeding beneficial interest, or to determine that there shall be no apportionment. The exercise of this power shall be in the sole and absolute discretion of my Executor, Trustee and Guardian, which shall not be subject to any control and shall be absolute.

§13.18) To join with my spouse in income tax, gift tax, estate tax and any other tax returns for any period, and to pay such amount of tax, interest and penalties as may be deemed advisable, even though not attributable to my own income.

§13.19) To exercise, at such times and in such manner as they shall deem appropriate, any rights of election or other rights which may from time to time be available to them under or in respect of the provisions of the Internal Revenue Code or of any other tax law, regardless of whether their decision in a particular case may be the most advantageous one from the point of view of my estate as an entity or from the point of view of any person or group of persons having any interest therein, and, without limiting the generality of the foregoing, to make such decisions as they may deem appropriate in all the circumstances in respect of claiming expenses or other items as deductions for estate tax or for income tax purposes, or in respect of filing any income tax return or returns jointly by or on behalf of my spouse and me, or in respect of the payment of any tax payable or the collection of any refund receivable in respect to such return or returns.

§13.20) To consent to any gifts made by my spouse during my spouse's lifetime by executing Federal gift tax returns.

*Earl A. Schell*

ARTICLE 14

I direct that all estate, inheritance and succession taxes, interest and penalties on property passing under this my Will, or any Codicil thereto, or on any extra-testamentary property, shall be paid out of the principal of my general estate to the same effect as if such taxes were expenses of administration, and all legacies, devises and other gifts of principal and income made by this my Will, or by any Codicil thereto, shall be free and clear thereof. In the absolute discretion of my Executor, such taxes may be paid immediately, or payment may be postponed on future or remainder interests until possession thereof accrues to the beneficiary. Pennsylvania inheritance and Federal estate taxes shall not be apportioned among the persons interested in property includible in my gross estate, and under no conditions shall any beneficiary of my estate have any deductions from any share or be under a duty to reimburse the Executor or anyone else for any taxes or pay said taxes direct, except in the event that principal of my general estate is insufficient to pay all such taxes, in which event the Pennsylvania inheritance and Federal estate taxes shall be apportioned among the persons interested in property includible in my gross estate.

ARTICLE 15

The proceeds of any distribution from a qualified pension or profit sharing plan, or both, or property exempt from Federal estate tax, shall not be available for the payment of any estate, inheritance or death taxes or any liability, costs or other payments of my estate or my spouse's estate.

ARTICLE 16

I appoint the BUCKS COUNTY BANK AND TRUST COMPANY, its successors and assigns, as Executor of my Will.

ARTICLE 17

I appoint the BUCKS COUNTY BANK AND TRUST COMPANY, its successors and assigns, as Guardian of any property which passes, either under

*Paul A. Schol*

this Will or otherwise, to a minor or incompetent and with respect to which I am authorized to appoint a guardian and have not otherwise specifically done so, provided that this appointment of a guardian shall not apply to property distributable to a minor or incompetent for whom I have otherwise made special provision, and provided further that this appointment of a guardian shall not supersede the right of any fiduciary in its discretion to distribute a share where possible to the minor or incompetent or to another for the minor's or incompetent's benefit. Such guardian shall have the power to use principal as well as income from time to time for the minor's or incompetent's support and education (including college education, both graduate and undergraduate) without regard to his or her parent's ability to provide for such support and education, or to make payment for these purposes, without further responsibility, to the minor or incompetent or to the minor's or incompetent's parent or to any person taking care of the minor or incompetent.

ARTICLE 18

§18.1) I appoint the BUCKS COUNTY BANK AND TRUST COMPANY, its successors and assigns, as Trustee of every trust provision contained in my Will.

§18.2) The Trustee may resign at any time by petitioning a Court of competent jurisdiction to designate and appoint a successor Trustee. At such time as the successor Trustee shall accept the trust or trusts, the Trustee shall deliver to such successor Trustee the securities and other property then constituting the trust or trusts hereunder. The receipt of such successor Trustee shall constitute a full and complete release and discharge of the Trustee hereunder. In case of the merger or consolidation of a corporate Trustee, the resultant company shall become successor Trustee hereunder without notice to any party.

§18.3) Every successor Trustee shall have all the rights, powers, titles, privileges and duties, whether discretionary or otherwise, herein given to the original Trustee and shall be subject to the same reservations, limitations, terms and conditions.

*Paul A. Scholl*

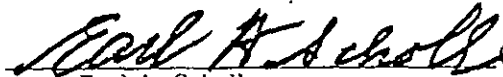
ARTICLE 19

I direct that my Executor, Trustee and Guardian shall not be required to post bond or enter security in any jurisdiction in which they may act.

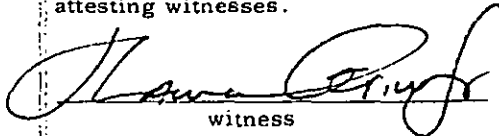
ARTICLE 20

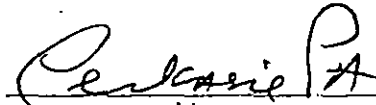
The compensation of the BUCKS COUNTY BANK AND TRUST COMPANY, its successors and assigns, for its services as Executor, Trustee and Guardian hereunder, shall be calculated and paid in accordance with its standard fee schedule in effect from time to time during the administration of my estate and any trust created hereunder.

EXECUTED on October 5, 1979.

 (SEAL)  
Earl A. Scholl

Signed, sealed, published and declared by the above-named Testator as and for his last Will and Testament in our presence, who, in his presence and at his request, and in the presence of each other, have hereunto set our hands as attesting witnesses.

  
witness

  
address

  
witness

  
address

COMMONWEALTH OF PENNSYLVANIA :

: ss.

COUNTY OF BUCKS :

We, EARL A. SCHOLL, J. Lawrence Grim, Jr., and Wm. M. High, the Testator and the witnesses, respectively, whose names are signed to the attached or foregoing instrument, being first duly sworn, do hereby declare to the undersigned authority that the Testator signed and executed the instrument as his last Will and that the Testator had signed willingly, and that the Testator executed it as his free and voluntary act for the purposes therein expressed, and that each of the witnesses, in the presence and hearing of the Testator, signed the Will as witness and that to the best of the witnesses' knowledge the Testator was at that time eighteen (18) years of age or older, of sound mind and under no constraint or undue influence.

Earl A. Scholl (SEAL)  
Earl A. Scholl, Testator

Sharon Ann J (SEAL)  
witness

Wm M High (SEAL)  
witness

Subscribed, sworn to and acknowledged before me by EARL A. SCHOLL, the Testator, and subscribed and sworn to before me by J. Lawrence Grim, Jr. and Wm. M. High, witnesses, this 5<sup>th</sup> day of October, 1979.

Linda Kay Ott (SEAL)  
Notary Public

LINDA KAY OTT  
Notary Public, Perkasie Boro, Bucks Co.  
My Commission Expires June 23, 1983

April 24, 1987

IN REPLY PLEASE  
REFER TO OUR FILE

Emory W. Buck  
Attorney at Law  
Sixth and Chestnut Street  
P.O. Box 215  
Perkasie, PA 18944

A-00107401 - Application of Earl A. Scholl, Inc.

Dear Sir:

Acknowledgement is made of an application filed by you on behalf of Earl A. Scholl, Inc. for the rights of Earl A. Scholl (Deceased).

The application has been captioned as attached and will be submitted for review, provided no protests are filed on or before May 18, 1987. If protests are filed, you will be advised as to further procedure.

This application is accepted with the understanding that the Executor of the Estate of Earl A. Scholl (Deceased) will continue to render the service covered by his certificate and comply with all the rules of the Commission, including the carrying of continuous insurance, until final disposition is made of the application by the Commission. We wish to emphasize the above as failure to comply with these requirements, will result in the dismissal of the application.

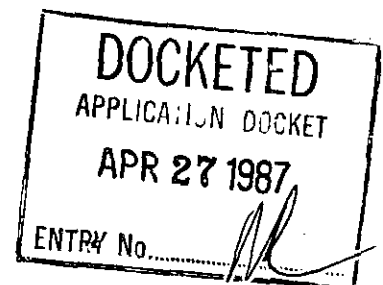
You are further advised that the above application will be published in the Pennsylvania Bulletin of April 25, 1987.

Very truly yours,

David Ehrhart  
Supervisor - Application Section  
Bureau of Transportation

DE:RP:rs  
cc: Applicant  
714H Old Bethlehem Road  
Perkasie, PA 18944

DOCUMENT  
FOLDER



A-00107401 EARL A. SCHOLL, INC. (714H Old Bethlehem Road, Perkasie, Bucks County, Pennsylvania 18944), a corporation of the Commonwealth of Pennsylvania - (1) livestock between points in the borough of Telford, Montgomery County and within sixty-five (65) miles by the usually traveled highways of the limits of the said borough; and (2) cattle between points in the borough of Hatfield, Montgomery County, and within eighty (80) miles by the usually traveled highways of the limits of said borough; which is to be a transfer of the rights authorized under the certificate issued at A-00064945 to Earl A. Scholl (Deceased), subject to the same limitations and conditions. Attorney: Emory W. Buck, Sixth and Chestnut Streets, P.O. Box 215, Perkasie, PA 18944.

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

DATE \_\_\_\_\_

SERVICE \_\_\_\_\_

APR 25 1987

BUREAU OF TRANSPORTATION  
COMMON CARRIER  
APRIL 1987

A-00107401

Application of Earl A. Scholl, Inc., a corporation of the Commonwealth of Pennsylvania, for the right to begin to transport, as a common carrier, by motor vehicle, (1) livestock between points in the borough of Telford, Montgomery County and within sixty-five (65) miles by the usually traveled highways of the limits of the said borough; and (2) cattle between points in the borough of Hatfield, Montgomery County, and within eighty (80) miles by the usually traveled highways of the limits of said borough; which is to be a transfer of the rights authorized under the certificate issued at A-00064945 to Earl A. Scholl (Deceased) subject to the same limitations and conditions.

FW:np  
4/9/87

Application received: 4/1/87  
Application docketed: 4/8/87

NH

DOCUMENT  
FOLDER

DOCKETED  
APPLICATION DOCKET  
APR 27 1987  
ENTR No. *ML*

MAY 18 1987

Protests due on No Hearings \_\_\_\_\_  
Protests due on Hearings - (5 days prior to date of hearing)  
Notice of the above application was mailed to all certificate holders and railroad companies in the service area as noted above.

# PENNSYLVANIA PUBLIC UTILITY COMMISSION



## RECEIPT

The addressee named hereunder has paid Pennsylvania Public Utility Commission for the following bill, subject to final collection of check or money order tendered for such payment.

Emory W. Buck  
Sith & Chestnut Sts.  
P.O. Box 215  
Perkasie, PA 18544

Date May 4, 1987

CR 124244 A

DOCUMENT  
FOLDER

DOCKETED  
MAY 5 - 1987

In re application of Earl A. Scholl Inc.  
A-00107401.....\$125.00

Revenue account 001780-017601-102 (ck)

ck 4731 checks \$125.00 Currency \_\_\_\_\_

Utility account 50.26

C. Joseph Meisinger  
For Department of Revenue