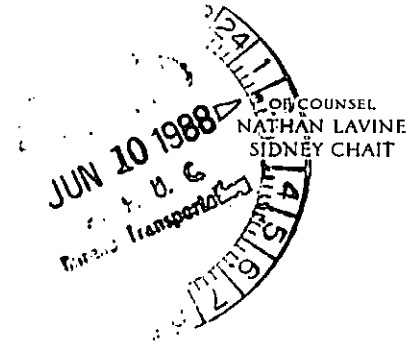


ADELMAN LAVINE GOLD AND LEVIN  
ATTORNEYS AND COUNSELORS AT LAW

LEWIS H. GOLD  
ROBERT H. LEVIN  
GARY M. SCHILDHORN  
MYRON A. BLOOM  
BARRY D. KLEBAN  
GARY D. BRESSLER  
STEVEN D. USDIN  
KEVIN W. WALSH  
MARK J. PACKEL  
DEBBIE S. BUCHWALD  
RAYMOND H. LEMISCH  
MITCHELL B. KLEIN  
TAMMI J. LIPSKY

SUITE 1900  
TWO PENN CENTER PLAZA  
PHILADELPHIA, PA 19102-1799  
(215) 568-7515  
TELECOPIER (215) 557-7922



VIA FEDERAL EXPRESS

June 9, 1988

RECEIVED

JUN 10 1988

SECRETARYS OFFICE  
Public Utility Commission

Jerry Rich, Secretary  
New Filing Section  
Penna. Public Utility Commission  
North Office Building  
Room B-18  
Harrisburg, PA 17120

Re: Heritage Moving Systems, Inc.,  
t/d/b/a Winters Movers

A. 108185

Dear Secretary Rich:

Enclosed herewith please find the following:

1. Original and two copies of PUC Form 182, being a combined Application for Emergency and Regular Temporary Authority on behalf of the above corporation, together with check in the amount of \$100.00 representing the filing fee; and

2. Original and two copies of Form PUC-190, Application for Approval of Transfer and Exercise of Common Carrier Rights and check in the amount of \$125.00 representing the filing fee.

Please note that the Applicant is a newly formed corporation, and although all necessary filings are being made with the Department of State, we have not yet received back acknowledged copies of those filings. These will be supplied as soon as they have been returned to me by the Department of State. In the meantime, however, exact photocopies of all such filings made with the Department of State are included as exhibits to the Permanent Application.

6/16 reg 6-10-88 per copy BV  
faw



Jerry Rich, Secretary  
June 9, 1988  
Page Two

Please contact the undersigned should you require any additional information or have any questions.

Very truly yours,

  
BARRY D. KLEBAN

BDK:db

Enclosures

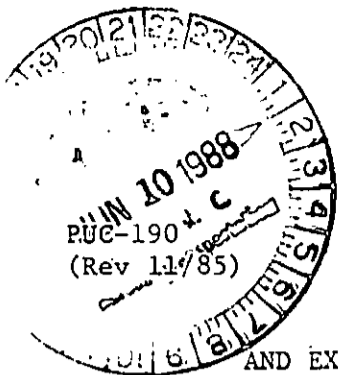
cc: Heritage Moving Systems, Inc. (w/encl.)  
Motor Carriers Service Bureau, Inc. (w/encl.)

36604

RECEIVED

JUN 10 1988

SECRETARYS OFFICE  
Public Utility Commission



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

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of HERITAGE MOVING SYSTEMS, INC.  
(Applicant/Transferee)

for approval of the transfer and to exercise the right

as a common carrier, described at Docket  
common-contract and any and all  
No. A-98137, Folder No. 1, issued to

Winters Movers, Incorporated  
Transferor

for transportation of property  
persons-property

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

- Heritage Moving Systems, Inc.  
(Full and correct name of applicant/transferee)
- Winters Movers  
(Trade name, if any)

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

Commonwealth on \_\_\_\_\_ (attach copy of stamped registration form).  
(date)

- Rt. 202 1/4 Mi. S. of Rt. 1 \_\_\_\_\_  
(Business Street Address) (P.O. Box, if any)  
Concordville PA 19331 (215) 358-4949  
City State Zip Telephone

- Applicant's attorney (for this application) is:  
Barry D. Kleban, Esq. 1900 Two Penn Center Plaza  
(Name) (Address) Philadelphia, PA 19102 568-7515  
(Telephone)

- Any notice, process or order of the PUC should be served upon:  
Barry D. Kleban, Esq. 1900 Two Penn Center Plaza  
(Name) (Address) Philadelphia, PA 19102 568-7515

- 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

at Docket No. \_\_\_\_\_

PUC Use Only	
Docket No.	<u>108185</u>
Folder No.	_____

APPL: ✓  
 COMPI: ✓  
 MVIC: ✓  
 CHECKED BY: Law

DOCUMENT  
FOLDER

BEGINNING

DOCKETED  
 APPLICATION DOCKET  
 JUN 16 1988  
 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)

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 \_\_\_\_\_ (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 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.

11. The reason for the transfer is transferor has ceased operations and transferee desires to commence operations under the authority being transferred.

12. The total amount of consideration to be paid is \$ See attached Agreement of Sale of Sale and was determined as follows: As the result of the arms-length negotiations between the parties.

and will be paid as follows: See attached Agreement of Sale.

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. See Sales Agreement.
  - Equipment and other property to be transferred. (Schedules "A" & "B")
  - Statement of Financial Condition (Schedule "C")
  - 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, subject to Agreement of Sale.

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

Transferee sign here: HERITAGE MOVING SYSTEMS, INC. 6/6/88  
 (Corporate Seal) (each partner must sign) (Date)

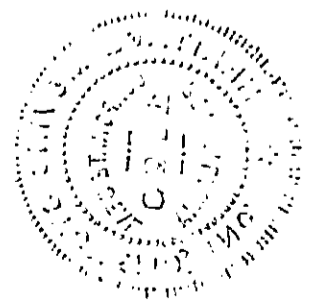
BY: Samuel Salvatore Ambuj Pres

Transferor sign here: WINTERS MOVERS, INCORPORATED 6/8/88  
 (Corporate Seal)

BY: John Winters Secy

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:  
Philadelphia County :

SAMUEL SALVATORE IMBURGIA, being duly sworn (affirmed) according to law, deposes and says that he is President of Heritage Moving (Office of Affiant)

Systems, 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 Heritage Moving Systems, Inc. (Name of Corporation)

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

+ Samuel Salvatore Imburgia

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

Sworn and subscribed before me this 6th day of June 19 88 My Commission Expires \_\_\_\_\_

CAROL FRANCES DOLAN  
Notary Public, Phila., Penn. Co.  
My Commission Expires July 30, 1988

Carol Frances Dolan  
Signature of Official Administering Oath

THIS MUST BE COMPLETED BY NOTARY PUBLIC

AFFIDAVIT OF TRANSFEROR/SELLER (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 TRANSFEROR/SELLER (Corporation)

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

EVA A. WINTERS, being duly sworn (affirmed) according to law, deposes and says that she is Secretary of Winters Movers,  
(Office of Affiant)

Incorporated; that she 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 <sup>her</sup> ~~his~~ knowledge, information and belief and that she expects the said Winters Movers, Incorporated  
(Name of Corporation)

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

X Eva Winters  
\_\_\_\_\_  
Signature of Affiant

Sworn and subscribed before me this 8th

day of June 19 88

My Commission Expires October 20, 1990

X Charlene Marie Sherry  
\_\_\_\_\_  
Signature of Official Administering Oath

CHARLENE MARIE SHERRY  
Notary Public, Lester, Delaware Co.  
My Commission Expires Oct:20, 1990



**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	1985	Van		24'	1HTLDUX-MXFHA45817	34086	2/85	New	\$37,700	\$500	\$38,200	Fully depreciated	\$22,000	None	
International	1983	Van		24'	1HTAA19E-7EHA16636	22789	10/83	New	\$35,800	\$500	\$36,300	Fully depreciated	\$18,000	None	
Total columns 10 to 16 inclusive															

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

**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)
Miscellaneous equipment such as pads, dollies, hand trucks, walkboards.					\$1,000.00	
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	\$ _____
Buildings and structures	\$ _____
Other property	\$ _____
Cash	\$ _____
Accounts receivable	\$ _____
Notes receivable	\$ _____
Materials and supplies	\$ _____
Other assets (attach schedule)	\$ _____
Total Assets	\$ _____

LIABILITIES

Mortgages payable	\$ _____
Equipment obligations	\$ _____
Accounts payable	\$ _____
Notes payable	\$ _____
Other liabilities (attach schedule)	\$ _____
Reserve for depreciation - motor vehicles	\$ _____
Reserve for depreciation - buildings & structures	\$ _____
Reserve for depreciation - other	\$ _____
Net worth (individual or partnership)	\$ _____
Capital stock (corporations only)	\$ _____
Surplus (corporations only)	\$ _____
Total Liabilities	\$ _____

SCHEDULE "C"

Heritage Moving Systems Incorporated

ProForma Balance Sheet  
May 31, 1988

Assets

Current assets:	
Cash	\$ 7,500
Fixed assets, at cost less depreciation:	
Equipment	40,000
Other assets:	
Goodwill, customer lists and franchise	<u>27,500</u>
	\$ <u>75,000</u>

Liabilities and Stockholders' Equity

Shareholders' equity:	
Common stock	\$ <u>75,000</u>
	\$ <u>75,000</u>

ASSIGNMENT AND ASSUMPTION OF AGREEMENT OF SALE

It is hereby agreed by and between Samuel Salvatore Imburgia, Paul A. Imburgia and Salvatore J. Imburgia (collectively "Assignor"), on the one hand, and, on the other, Heritage Moving Systems, Inc., d/b/a Winters Movers ("Assignee"), effective as of the 9th day of June, 1988 as follows.

BACKGROUND

A. Assignor is the Buyer under a certain Agreement of Sale dated June 2, 1988 wherein Winters Movers, Incorporated is the Seller (the "Agreement of Sale").

B. Assignee is a Pennsylvania corporation formed, and the stock of which is to be owned, by Assignor.

C. The Agreement of Sale contemplates that the Assignor may assign its interests under the Agreement of Sale and Assignee was formed by Assignor for the purpose of acquiring all of the assets being conveyed pursuant to the Agreement of Sale.

Now, therefore, each in consideration of the promises of the other, intending to be legally bound hereby, the parties agree as follows:

1. Assignor hereby sells, assigns, conveys and sets over unto Assignee all of Assignor's right, title and interest in and to the Agreement of Sale.

2. Assignee hereby accepts the aforesaid assignment and agrees to be bound by all of the terms of and to assume all of

the obligations of the Buyer under the Agreement of Sale.

ASSIGNOR:

ASSIGNEE:

HERITAGE MOVING SYSTEMS, INC.

Samuel Salvatore Imburgia  
SAMUEL SALVATORE IMBURGIA

BY: Samuel Salvatore Imburgia  
SAMUEL SALVATORE IMBURGIA,  
President

Paul Imburgia  
PAUL A. IMBURGIA

Salvatore J. Imburgia  
SALVATORE J. IMBURGIA

AGREEMENT OF SALE

AGREEMENT made this 2nd day of June, 1988, by and among WINTERS MOVERS, INCORPORATED, a Pennsylvania Corporation, ("Seller") EVA A. WINTERS, an individual ("Eva"), ~~JOHNATHAN JOHNSON~~ WINTERS, an individual, (~~"Johnathan"~~) and SAMUEL SALVATORE IMBURGIA, PAUL A. IMBURGIA and SALVATORE J. IMBURGIA, or their assignee or nominee (collectively "Buyer").

WITNESSETH:

WHEREAS, SELLER is a motor common carrier engaged in operations pursuant to operating rights granted by the Pennsylvania Public Utility Commission ("PUC") in Docket No. A-98137 and by the Interstate Commerce Commission ("ICC") at MC-33549 Sub 1 (collectively the "Rights"); and

WHEREAS, Eva owns 51%, and ~~Johnathan~~ JOHNSON owns 49%, of the issued outstanding shares of Seller; and

WHEREAS, Seller has previously rendered trucking services to the public pursuant to the Rights; and

WHEREAS, Seller wishes to discontinue and has discontinued its trucking operations; and

WHEREAS, Buyer desires to render the trucking services previously rendered by Seller; and

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, various assets of Seller including the Rights free of any and all debts or liabilities thereof or of Seller.

NOW THEREFORE, the parties hereto, expressly intending to be legally bound hereby, and in consideration of the mutual covenants and agreements contained herein, do agree as follows:

1. SELLER agrees to sell, assign, transfer and deliver to Buyer, and Buyer agrees to purchase, acquire and accept from Seller, the following assets:

(a) The Rights. A true and correct copy of the Rights is attached hereto as Exhibit "A" and incorporated herein by reference; and

(b) The following straight trucks and equipment:

1 - 1985 International Model 466, Serial #1HTLDUXMXFHA45817 with 24' Matlock body;

1 - 1983 International Model 466, Serial #1HTAA-19E7EHA16636 with 24' Matlock body (the "Trucks"); together with all equipment used in, on or about the Trucks including, but not limited to, all pads, dollies, hand trucks, straps and walkboards. The above described Trucks and equipment shall collectively be referred to hereinafter as the "Equipment"; and

(c) The list of all of the customers at any time of Seller containing names, addresses, telephone numbers and the individual employee(s) of each such customer who is responsible for choosing and arranging for transportation services, and all books and records relating to the transportation services at any time rendered by Seller to such customers (the "Customer List"); and

(d) The right to use the name Winters Movers, Incorporated or any variation or modification thereof (the "Name"); and

(e) All telephone numbers utilized by Seller and all listings of such telephone numbers and all advertisements for Seller's business in any and all telephone directories (the "Phone Listings").

All of the assets described in this Paragraph 1 shall collectively be referred to hereinafter as the "Assets". The Assets shall be free and clear of any and all liens, encumbrances, security interests, charges, debts, obligations and claims of any kind or character whatsoever.

2. This Agreement shall be subject to, and is contingent upon, the prior approval and authorization of the ICC and PUC. As promptly as possible after the execution of this Agreement, and not later than 30 days after the signing hereof, the BUYER shall file with the ICC and PUC appropriate Applications for permanent approval of the transfer to BUYER of the Rights (the "Permanent Applications") and may file, at any time, an Application or Applications seeking emergency temporary or regular temporary authority authorizing Buyer to operate under the Rights pending final approval of the Permanent Applications (the "ETA Applications" and "TA Applications", respectively). The parties shall cooperate in all matters relating to the completion, filing and active prosecution of the Permanent, ETA and TA Applications (collectively



"Applications"). The required filing fees for the Applications shall be paid by Buyer. Each party shall be responsible for and pay any and all fees for services which may be rendered by its own attorneys, accountants or any other person in connection with assembling the information necessary for and the filing and prosecution of the Applications.

3. The purchase price for the Assets shall be the sum of \$60,000.00 (the "Purchase Price").

4. The Purchase Price shall be paid as follows:

A. \$7,500.00 deposit previously delivered to Motor Carriers Service Bureau, Inc., Escrow Agent.

B. At settlement as hereinafter provided, the sum of \$52,500.00 in cash or certified or bank cashier's check.

C. All sums paid by BUYER pursuant to Paragraph 4.A. hereof shall be referred to as the "Deposit". The Deposit shall be held in escrow by Motor Carriers Service Bureau, Inc., Escrow Agent, in a federally insured, interest bearing money market escrow account with a bank or savings and loan association. All interest earned thereon shall accrue to the benefit of Buyer, and shall be paid at settlement hereunder. If settlement shall not occur or this Agreement is terminated hereunder for any reason other than Buyer's default, then the Deposit and all interest earned thereon shall immediately be paid over to Buyer. If this agreement is terminated or settlement does not occur due to Buyer's default, then the Deposit, together with all interest earned on the Deposit, shall be paid immediately to Seller, Eva and/or

*J. W. JOHNSON*  
Jonathan as they shall direct and, as Seller's and Eva's and Jonathan's sole and exclusive remedy, shall be retained by them as liquidated damages for Buyer's default hereunder. The Escrow Agent's fee for services rendered as escrow agent hereunder shall be \$100.00 and, at the escrow agent's election, may be retained by the Escrow Agent from the interest earned on the Deposit.

5. The Purchase Price for the Assets is and has been allocated by the parties as follows:

ICC Rights - \$5,000.00  
PUC Rights - \$12,500.00  
Trucks - \$40,000.00  
Equipment other than  
Trucks - \$1,000.00  
Customer List, Name and  
Phone Listing - \$1,500.00 *\$60,000*

6. In the event of a denial, as defined hereinafter, of approval of the PUC Permanent Application by the PUC for any reason except a default in the terms of this Agreement, the parties shall be relieved of their respective obligations hereunder, the Deposit, and all interest earned thereon, shall be returned by the Escrow Agent to Buyer, and neither party shall have any claims against the other.

7. A denial of either or all the ETA Applications and/or TA Applications and/or ICC Permanent Application shall not void or impair this Agreement. In the event of a denial of the ICC Permanent Application, the Purchase Price shall be reduced by \$5,000.00.

8. "Approval" as used herein shall mean approval of the transaction in accordance with all of the terms of the Permanent

Applications as submitted by the parties to the ICC and PUC. "Denial" as used herein shall mean either outright denial of either or both of the Permanent Applications, or approval of either or both the Permanent Applications with, however, a modification or restriction which, in Buyer's reasonable opinion, alters, modifies or restricts the Rights or Buyer's ability to utilize the Rights.

9. A "Final Order" of the ICC or PUC shall be construed as being an order which is not subject to petition for reconsideration or other form of administrative review and which, by its terms, or otherwise, shall have become final and effective under law, and is appealable only to a court.

10. If, by an order, the PUC denies the PUC Permanent Application herein, or approves it with a modification or restriction amounting to a denial as defined hereinabove, the parties, or either of them, may, but need not, appeal said order to the highest administrative level. The party choosing to take such an appeal shall pay the costs thereof, and the other party shall cooperate therein. There shall be no obligation however, on the part of a party to appeal beyond the PUC to a court, and such appeal may be prosecuted only with the consent of both parties. If, by an order, the ICC denies the Permanent Application, or approves it with a modification or restriction amounting to a denial as defined hereinabove, a petition for reconsideration or other administrative action, or appeal to a court, may be prosecuted only with the consent of both parties.

11. Because of Seller's inability to maintain continuing service to its customers, the parties recognize that there is an immediate and urgent need for Buyer to commence operations, so as to assure a reasonably continuous service to the public under the Rights. Accordingly, the parties shall cooperate fully so as to enable Buyer, if it so chooses, to assemble, file and prosecute the ETA Applications and TA Applications. Said cooperation shall include, but not be limited to, issuing and executing Affidavits in support of Buyer's ETA Applications and TA Applications, if any.

12(a). If, and only if, the PUC grants the PUC ETA Application, Buyer shall lease the Equipment from Seller for the sum of \$100.00 per week, payable in advance (the "Lease"). Said Lease shall commence on the later of July 1, 1988 or the date on which the parties have both completed compliance with the terms of the PUC Order granting the ETA. From and after the date on which the Lease commences, it shall be Buyer's responsibility to maintain insurance on the Trucks. This Agreement, and the parties' obligation to close hereunder, shall not be voided or impaired in the event of any damage to the Trucks in operations under the Lease.

12(b). Upon approval of the ICC Application for Temporary Authority, Buyer shall pay to Seller the sum of \$25.00 per month (pro-rated on a per diem basis for partial month) for the lease from Seller of Seller's ICC Rights; provided, however, that Buyer shall have no obligation to make such payments unless and until the Buyer shall be authorized to operate pursuant to PUC ETA. All such payments shall cease upon the ICC's disposition of Buyer's Permanent Authority Application.

13. In the event of a denial of the PUC ETA Application, or if operations under the PUC ETA Application can not be commenced until after July 1, 1988, then, should Buyer elect, at its sole option, the parties shall enter into an agreement pursuant to which Seller shall continue to operate under the Rights, utilizing the driving services of Buyer. Such agreement shall be in -

form mutually agreeable to Buyer and Seller, and shall be in compliance with all applicable regulations of the ICC and PUC including, without limitation, the requirement that the Seller shall have sole responsibility and control of the Trucks during operations under such agreement.

14. If either or both of the Trucks become damaged prior to commencement of operations under the PUC ETA, then Buyer shall have the following options, which may be exercised singly or in any combination, at Buyer's sole election:

(a) To defer operations under emergency or regular temporary authority (whether ICC or PUC) until the Truck(s) has(ve) been repaired to Buyer's satisfaction, at Seller's sole cost and expense;

(b) To commence operations under the ETA and to lease only the undamaged Truck, if any, from Seller, in which event the Lease payments shall be reduced to \$50.00 per week, or, if both Trucks are damaged, then no sums shall be payable under the Lease;

(c) To proceed with settlement hereunder, but to exclude from the Assets being purchased the damaged Truck, in which event the Purchase Price shall be reduced by \$17,500.00 in the case of the 1985 Truck, or by \$16,000.00 in the case of the 1983 Truck, or by \$40,000.00 in the case of damage to both trucks;

(d) To proceed with settlement hereunder without reduction in the Purchase Price, and to accept the conveyance of both Trucks, in which event Seller shall assign all of its rights in any insurance proceeds to Buyer.

In no event shall damage to either or both Trucks affect the parties' obligations to proceed with settlement hereunder.

15. Seller, Eva and ~~Johnathan~~  
Johnson, jointly and severally, represent to Buyer:

(a) Seller is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania and has authority to execute and deliver this Agreement and to consummate the transactions herein contemplated.

(b) The shareholders and Board of Directors of Seller have unanimously approved this Agreement and the transactions herein contemplated and have authorized its execution, delivery and consummation.

(c) Seller has good and marketable title to, and owns outright, the Assets being sold to Buyer hereunder, free and clear of all liens, encumbrances, pledges, security interests, charges, debts, obligations and claims of any kind or character whatsoever.

(d) The execution and delivery of this Agreement, and the consummation of the transactions contemplated herein, do not violate any contract or agreement to which Seller or Eva or Johnathan is a party, or any law, rule or regulation to which Seller or Eva or ~~Johnathan~~  
Johnson is subject.

(e) No person or entity other than Eva or ~~Johnathan~~  
Johnson has any ownership interest in Seller, or the right to acquire any ownership interest in Seller, or in any of the issued and outstanding shares of stock of Seller.

(f) Neither Seller nor Eva nor ~~Jonathan~~ <sup>J.J. Johnson</sup> is a party to any agreement, oral or written, which would prevent the execution, delivery and consummation of this Agreement or the transaction contemplated hereby, or which might require the consent, approval or permission of any person or entity, or notice to any person or entity, of the execution, delivery and consummation of this Agreement and the transaction contemplated hereby, except the ICC and PUC.

(g) Prior to ceasing their operations on or about January 1, 1988, neither Seller nor Eva nor ~~Jonathan~~ <sup>J.J. Johnson</sup> had been notified by any of the customers of Seller that any person or entity intended to discontinue or reduce the amount of any such business heretofore done with Seller.

(h) Seller is not now insolvent or unable to pay its debts as they mature and will not be rendered insolvent as a result of this transaction.

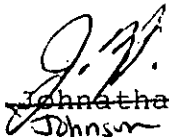
(i) The debts, obligations and accounts payable of Seller are current, and Seller now has sufficient assets, property and funds to pay its debts, obligations and accounts payable as and when due, and Seller will continue to have sufficient assets, property and funds to so do immediately after the settlement date hereunder.

(j) None of the customers identified in the Customer List are indebted to Seller for any sums on account of transportation services rendered or arranged by Seller.

(k) There are no proceedings pending which might ad-

versely affect the Rights, and the Rights are in full force and effect.

(1) Seller is in compliance with all requirements of the ICC and PUC and such compliance will be maintained until settlement hereunder. This shall include filing, when due, of any and all annual, assessment and/or other reports required to be filed by Seller with the ICC and/or PUC, the payment when due of any and all fees, charges and assessments due to the ICC and/or PUC from Seller, and the maintenance in effect of all insurance required by regulation of the ICC and/or PUC or under applicable statute.

16. (a) Seller, Eva and  jointly and severally, shall and do indemnify, hold harmless and defend Buyer from and against any demands, claims, damages, liabilities, losses, causes, charges, costs and expenses (including reasonable attorneys' fees), arising from, out of, incidental or related to, or in respect of:

(i) Any damage or deficiency resulting from any misrepresentation, breach of warranty or nonfulfillment of any covenant or agreement on the part of either of them under this Agreement.

(ii) Any and all debts, obligations or liabilities of Seller arising out of the conduct of Seller's business or its affairs, whether arising before or after the date of this Agreement.

(iii) All actions, suits, proceedings, demands,



assessments, judgments, costs and expenses (including reasonable attorneys' fees) incident to any of the foregoing.

(b) Buyer shall indemnify, hold harmless and defend Seller from and against any demands, claims, damages, liabilities, losses, causes, charges, costs and expenses (including reasonable attorneys' fees), arising from, out of, incidental or related to, or in respect of:

(i) Any damage or deficiency resulting from any misrepresentation, breach of warranty or nonfulfillment of any covenant or agreement on the part of it under this Agreement.

(ii) Any and all debts, obligations or liabilities of Buyer arising out of the conduct of Buyer's business or its affairs whether arising before or after the date of this Agreement.

(iii) All actions, suits, proceedings, demands, assessments, judgments, costs and expenses (including reasonable attorneys' fees) incident to any of the foregoing.

17. The obligation of Buyer to complete closing shall be subject to the following conditions (all or any of which may be waived, in whole or in part, in the sole discretion of Buyer):

(a) The representations and warranties made in this Agreement by Seller, Eva and ~~Jonathan~~ *J. M. Johnson* shall be true and correct on and as of the closing date with the same force and effect as though such representations and warranties had been made on and as of such date; Seller, Eva and ~~Jonathan~~ *J. M. Johnson* shall have performed all covenants and obligations and complied with all conditions required by this Agreement to be performed or complied with by

them on or before the closing date; and Seller, Eva and ~~Johathan~~ <sup>J.M. Johnson</sup> shall each have executed and delivered to Buyer a certificate, dated as of the closing date, to the foregoing effect.

(b) On or before the closing date, no action or proceeding shall have been instituted or threatened before any court or governmental agency to restrain or prohibit, or to obtain substantial damages in respect of, or which is related to or arises out of, this Agreement or the consummation of the transactions contemplated herein, which in the opinion of Buyer makes it inadvisable to consummate such transactions.

18. The obligation of Seller, Eva and ~~Johathan~~ <sup>J.M. Johnson</sup> to complete closing shall be subject to the following conditions (all or any of which may be waived, in whole or in part, in the sole discretion of Seller, Eva and ~~Johathan~~ <sup>J.M. Johnson</sup>):

(a) Buyer shall have performed or complied with all conditions of this Agreement as required to be performed or complied with on or before the closing date; and Buyer shall have executed and delivered to Seller and Eva and ~~Johathan~~ <sup>J.M. Johnson</sup> a certificate, dated as of closing date, to the foregoing effect.

(b) On or before the closing date, no action or proceeding shall have been instituted or threatened before any court or governmental agency to restrain or prohibit, or to obtain substantial damages in respect of, or which is related to or arises out of, this Agreement or the consummation of the transactions contemplated herein which in the opinion of Seller and Eva and ~~Johathan~~ <sup>J.M. Johnson</sup> makes it inadvisable to consummate such trans-

actions.

19. (a) At the closing, Seller, Eva and ~~Johnathan~~ shall cause to be delivered to Buyer:

- (i) A Bill of Sale conveying the Assets to Buyer.
- (ii) The Customer List.
- (iii) The Titles to the Trucks.
- (iv) Any and all instruments, certificates and

documents as herein required or as may be reasonably requested by Buyer as appropriate to carry out this transaction, including, but not limited to, tariff adoption supplements.

(b) At the closing, Buyer shall deliver to Seller or Eva or Johnathan, as applicable, the payments required by paragraphs 4 and 22.

20. Seller, Eva and ~~Johnathan~~ jointly and severally covenant and agree that from and after the date hereof and until closing:

(a) The business of Seller and Eva and ~~Johnathan~~ will not be conducted other than in the same manner and under the same business policies as prior to the date hereof.

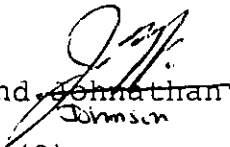
(b) No change will be made in the authorized capitalization of Seller.

(c) No shares of stock, warrants, options or rights of any kind to purchase shares of stock, or instruments convertible into stock, will be issued by Seller.

(d) No change will be made by Seller affecting its personnel.

(e) Seller shall preserve the good will of its customers.

21. The settlement (also sometimes referred to in this Agreement as "closing") hereunder shall take place at the offices of Adelman Lavine Gold and Levin, attorneys for Buyer, 1900 Two Penn Center Plaza, Philadelphia, PA at a time mutually agreeable to the parties, but not later than thirty days following the later of the issuance of the Order granting the ICC or PUC Permanent Application.

22.(a) Subject to closing, Seller, Eva and  each covenant and agree that for a period of three (3) years after the closing date, neither of them will, directly or indirectly (whether as sole proprietor, partner, stockholder, director, officer, employee, consultant, advisor or in any other capacity as principal or agent), within forty airline (40) miles of the limits of the County of Delaware, Pennsylvania, do any of the following:

(i) Compete with Buyer in any form or aspect of the moving business.

(ii) Solicit the moving business, or serve or cater to the moving needs of any of the persons, firms, or entities with which Seller has had a business relationship during the three (3) years prior to the closing date.

(iii) Influence or attempt to influence any of the customers of Seller or Buyer with which Seller or Buyer has or had a business relationship, to transfer or divert their moving

business or patronage from Seller, or Buyer, as the case may be, to any other person or entity, or cease doing business with them or any of them.

(iv) Assist, be interested in or associated with, in any capacity, any person or entity soliciting the moving business of, or serving or catering to the moving needs of any persons, firms or entities referred to in paragraph 22(a)(ii).

(v) Disclose to any person or entity the names, addresses or requirements of, or the confidential information or trade secrets relating to, the persons, firms or entities referred to in paragraph 22(a)(ii) including, but not limited to, the information included in the Customer List.

(vi) In any other manner interfere with, disrupt or attempt to disrupt the relationship, contractual or otherwise, between Buyer and any of the present or former customers with which Seller has or had a business relationship.

(b) For a period of eight (8) months from the date hereof, Seller, Eva and ~~Jonathan~~ <sup>J.M. Johnson</sup> each covenant and agree:

(i) To refer to Buyer all requests or needs for moving services, performance of which is to take place after July 1, 1988, which may come to their attention, and to advise all persons requesting or needing such moving services that Buyer has taken over all of Seller's former moving operations.

<sup>J.M. Johnson</sup> (ii) That, upon request by Buyer, Seller and Eva and ~~Jonathan~~ shall serve as supporting witnesses for Buyer's ETA, TA and/or Permanent Applications to the ICC and PUC, and

shall appear and testify at any and all hearings in support of such Applications.

(c) Seller, Eva and ~~Jonathan~~ <sup>J. Johnson</sup> each acknowledge that the periods of restriction and the geographic areas of restriction imposed by the provisions of paragraph 22(a) are fair and reasonably required for the protection of Buyer, and they agree that any actual or threatened violations by them, or any of them, of the covenants contained in paragraph 22(a) will cause irreparable harm and damage to Buyer, and Buyer shall be entitled to injunctive relief in addition to any other remedies provided at law or in equity.

(d) In consideration of the covenants and agreements contained in paragraphs 22(a) and (b), Buyer agrees to pay to each of Seller, Eva and ~~Jonathan~~ <sup>J. Johnson</sup> on the closing date the sum of \$5,000.00.

(e) Seller, Eva and ~~Jonathan~~ <sup>J. Johnson</sup>, jointly and severally, represent and warrant to Buyer that the payments made pursuant to this paragraph 22 are intended to be, and will be treated by each of them at all times, for Federal and State income tax purposes, as ordinary income, as consideration for the covenants contained in Paragraphs 22 (a) and (b), and will not be treated or considered as a payment, directly or indirectly, for any part of the Assets sold to Buyer hereunder.

23. In the event Buyer is required by the ICC or PUC to make any payment in connection with or arising out of any failure on the part of Seller to file any document or take any action

required by the ICC or PUC to have been filed or taken, Buyer shall have the right to deduct any such sum from the Purchase Price at settlement hereunder or, if notice of such payment is not received by Buyer until after settlement has occurred, Seller shall immediately refund in full all sums paid to the ICC or PUC by Buyer on account thereof.

24. The parties represent and warrant to and among each other that no person or firm is entitled to a brokerage or other commission or fee on account of this transaction, except Motor Carriers Service Bureau, Inc. which is entitled to a brokerage commission solely from Seller, and they do indemnify and hold harmless each other from, against, and in respect of, any claim for brokerage or other commission or fee from any broker or finder who may claim to be, or have been retained by any of them in connection with, or in respect of, this transaction.

25. All statements contained in any certificate or other instrument delivered by or on behalf of any of the parties hereto, or in connection with the transaction contemplated hereby, shall be deemed to be representations and warranties by the party delivering such certificate or instrument.

26. The parties understand and acknowledge that Buyer is entering into this Agreement, and undertaking to make the payments to Seller and Eva and ~~Jonathan~~ *Jonathan Johnson* herein provided, in reliance upon each and all of the covenants, representations and warranties and agreements of Seller, Eva and ~~Jonathan~~ *Jonathan Johnson* contained

in this Agreement, all of which are agreed to be material and of the essence.

27. It is intended and agreed that all covenants, representations, warranties and agreements contained in this Agreement shall survive closing.

28. The parties covenant and agree that before and after closing they shall execute and deliver any and all other and further documents, and take and do all acts necessary, to carry out the terms of this Agreement. This shall include, but not be limited to, the execution by Seller upon presentation of such forms as are necessary to enable Buyer, or its assignee or nominee, to use the Seller's name or any variation or modification thereof at any time after execution of this Agreement.

29. Notwithstanding anything herein to the contrary, should the telephone company, as a condition to referring telephone calls from Seller's telephone to that of Buyer, require payment for any of Seller's advertisements in any phone directory for the period January 1, 1988 forward, Seller and Buyer shall each bear one-half the cost of such payment through the date on which Buyer is authorized to operate pursuant to its ETA issued by the PUC. Payments for all periods following the date on which Buyer is authorized to operate pursuant to ETA issued by the PUC shall be the sole responsibility of Buyer.

30. This Agreement contains the entire understanding between the parties with respect to the subject matter hereof, and there are no agreements or understandings not set forth herein.



31. This agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

32. This Agreement may not be amended, modified, altered or rescinded except by an agreement in writing signed by the parties hereto.

33. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been given, if delivered by hand or mail, certified or registered, postage prepaid, as follows:

To Seller, Eva and ~~Jennathan~~ <sup>J. Johnson</sup> at  
219 Manchester Avenue  
Media, PA 19063

with copies to:

Kenneth D. Sataloff, Executive Vice President  
Motor Carriers Service Bureau, Inc.  
P.O. Box 9023  
Lester, PA 19113

To Buyer:

3680 Garnet Mine Road  
Boothwyn, PA 19061

with copies to:

Barry D. Kleban, Esquire  
1900 Two Penn Center Plaza  
Philadelphia, PA 19102

Any party may change the address to which notice shall be sent to him hereunder by a notice in writing in accordance with the provisions hereof.

34. This Agreement shall be interpreted, construed and enforced under and pursuant to the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

SELLER:

Attest: Eva Winters  
Secretary

BY: Jonathan Winters  
President

Eva Winters  
EVA WINTERS

Jonathan Winters  
JONATHAN WINTERS  
JOHNSON

BUYER:

Samuel Salvatore Imburgia  
SAMUEL SALVATORE IMBURGIA

Paul A. Imburgia  
PAUL A. IMBURGIA

Salvatore J. Imburgia  
SALVATORE J. IMBURGIA

Motor Carriers Service Bureau, Inc. Escrow Agent, hereby acknowledges receipt of the \$7,500.00 escrow deposit referred to in Paragraph 4.A. above, to be held and disbursed in accordance with the terms of the foregoing Agreement of Sale.

MOTOR CARRIERS SERVICE  
BUREAU, INC.

BY: Kenneth D. Sataloff  
KENNETH D. SATALOFF,  
Executive Vice President  
Escrow Agent

EXHIBIT "A"

INTERSTATE COMMERCE COMMISSION  
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

MC-33549 Sub 1\*

WINTERS MOVERS, INCORPORATED  
MEDIA, PA

SERVICE DATE

MAR 13 1984

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

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

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

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

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

By the Commission.

(SEAL)

James H. Bayne  
Acting Secretary

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

MC-33549 Sub 1\*

Sheet No. 2

To operate as a common carrier, by motor vehicle, in interstate or foreign commerce, over irregular routes, transporting,

Household goods, and plants and flowers,

Between points in Philadelphia, Montgomery, Bucks, Delaware, Lancaster and Chester Counties, PA., on the one hand, and, on the other, points in New Jersey, Maryland, Delaware, Virginia, and the District of Columbia.

\* This Certificate cancels Certificate No. MC-33549 issued April 21, 1960, acquired by the above named carrier pursuant to MC-FC 79798.

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION

Application Docket No. 98137

Application of WINTERS MOVERS, INCORPORATED, a  
corporation of the Commonwealth of Pennsylvania

REPORT AND ORDER  
APPROVING SERVICE AS A MOTOR CARRIER

BY THE COMMISSION:

This matter being before the Pennsylvania Public Utility Commission upon application of WINTERS MOVERS, INCORPORATED, a corporation of the Commonwealth of Pennsylvania, received August 8, 1973, to operate motor vehicles as a common carrier, 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 EVA LOU JOHNSON, trading and doing business as WINTERS, under report and order issued at A.76701, Folder 1, Am-C on January 20, 1951 and the certificate of public convenience issued thereunder, as modified and amended, which certificate will be subsequently cancelled as of the date of this order upon compliance with the tariff and insurance requirements of the Commission by WINTERS MOVERS, INCORPORATED, a corporation of the Commonwealth of Pennsylvania, the Commission finds and determines that approval of the application limited to the following rights:

To transport, as a Class D carrier, household goods in use from points in the borough of Media, Delaware County, and within a radius of five (5) miles thereof to other points in said borough and within ten (10) miles by the usually traveled highways of the limits of the said borough, and vice versa, excluding service to or from points in the city of Chester, Delaware County, except as otherwise authorized.

To transport, as a Class D carrier, property for Railway Express Agency, Inc., from points in the boroughs of Media and Swarthmore, Delaware County, to points in the borough of Media and within ten (10) miles by the usually traveled highways of the limits of said boroughs, excluding points in the city of Chester, Delaware County, and the city of Philadelphia.

To transport, as a Class D carrier, household goods and office furniture in use from points in the city of Philadelphia to points within twenty (20) miles by the usually traveled highways of the limits of the said city, and vice versa.

To transport, as a Class D carrier, household goods and office furniture, in use, in less-than-truckload lots, from points in the borough of Media, Delaware County, and points within an airline distance of five (5) statute miles of the limits of said borough on and south of U.S. Highway Route 1 and from points within an airline distance of ten (10) statute miles of the limits of said borough on and north of U.S. Highway Route 1, to other points in the said borough and within forty (40) miles of the point of origin, and vice versa.

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

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 property and rights 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 the accounts of the transferee shall reflect the same book values as the records of the transferor at the effective date of the transfer, any previously recorded appreciation having been deleted therefrom; provided that the applicant shall not record in its utility accounts any amounts representing the rights herein granted in excess of the actual cost of such rights to the original holder thereof.

THIRD: That the certificate holder shall comply with all of 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, December 19, 1973, IT IS ORDERED: That upon compliance with the requirements of the Public Utility Law relating to insurance and the filing and acceptance of a tariff establishing just and reasonable rates, 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

ATTEST:

*George L. Bloom*  
Chairman

*Will Peter*

Secretary

Order Adopted: December 19, 1973  
Order Entered: January 15, 1974

**ARTICLES OF INCORPORATION**  
(PREPARE IN TRIPLICATE)

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. 2908 B)  
**HERITAGE MOVING SYSTEMS, INC.**

011 ADDRESS OF REGISTERED OFFICE IN PENNSYLVANIA (P.O. BOX NUMBER NOT ACCEPTABLE)  
**Route 202 1/4 Mile South of Route 1**

012 CITY <b>Concordville</b>	033 COUNTY <b>Delaware</b>	013 STATE <b>PA</b>	064 ZIP CODE <b>19331</b>
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050 EXPLAIN THE PURPOSE OR PURPOSES OF THE CORPORATION

To engage in and to do any lawful act concerning any and all lawful business for which corporations may be incorporated under the Pennsylvania Business Corporation Law, Act of May 5, 1983, P.L. 364, as amended.

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

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

040 Number and Class of Shares <b>10,000 shares common</b>	041 Stated Par Value Per Share If Any <b>\$1.00</b>	042 Total Authorized Capital <b>\$10,000.00</b>	031 Term of Existence <b>perpetual</b>
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The Name and Address of Each Incorporator, and the Number and Class of Shares Subscribed to by Each Incorporator

060 Name	061, 062 063, 064 Address (Street, City, State, Zip Code)	Number & Class of Shares
<b>Barry D. Kleban</b>	<b>1900 Two Penn Center Plaza Philadelphia, PA 19102-1799</b>	<b>1 common.</b>
(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 8th DAY OF June 19 88

*Barry D Kleban*

- FOR OFFICE USE ONLY -

030 FILED	002 CODE	003 REV BOX	SEQUENTIAL NO.	100 MICROFILM NUMBER	
	REVIEWED BY	004 SICC	AMOUNT	001 CORPORATION NUMBER	
	DATE APPROVED		\$		
	DATE REJECTED	CERTIFY TO	INPUT BY	LOG IN	LOG IN (REFILE)
	MAILED BY DATE	<input type="checkbox"/> REV. <input type="checkbox"/> L & I <input type="checkbox"/> OTHER	VERIFIED BY	LOG OUT	LOG OUT (REFILE)

Secretary of the Commonwealth  
Department of State  
Commonwealth of Pennsylvania

1. The following provisions shall regulate the status of the corporation as a close corporation:
  - (a) (Strike out (i) or (ii) below, whichever is not applicable.)
    - (i) All of the issued shares of the corporation of all classes, exclusive of treasury shares, shall be held of record by not more than \_\_\_\_\_ persons.  
(NUMBER NOT TO EXCEED 30)
    - (ii) All of the issued shares of the corporation of all classes, exclusive of treasury shares, shall be held of record by not more than the smaller of twenty-five "shareholders" within the meaning of Subchapter S of the Internal Revenue Code of 1954, as amended, or 30 persons.
  - (b) All of the issued shares of all classes of the corporation shall be subject to one or more of the restrictions on transfer permitted by section 613.1 of the Business Corporation Law (15 P.S. §1613.1).
  - (c) The corporation shall make no offering of any of its shares of any class which would constitute a "public offering" within the meaning of the Securities Act of 1933, as amended.
2. (Optional: BCL §372B) A person (other than an estate) who is not an "individual" or who is a "non-resident alien," in either case within the meaning of the Internal Revenue Code of 1954, as amended ("Code"), shall not be entitled to be a holder of record of shares of the corporation. Only a person whose consent is currently in effect to the election of the corporation to be treated as an electing small business corporation under Subchapter S of the Code and a shareholder who has not affirmatively refused to consent to the election within sixty days after he acquires his stock, shall be entitled to be a holder of record of shares of the corporation.
3. (Optional: BCL §382) The business and affairs of the corporation shall be managed by the shareholders of the corporation rather than by a board of directors.
4. (Optional: BCL §376B) The status of the corporation as a "close corporation" within the meaning of the Business Corporation Law shall not be terminated without the affirmative vote or written consent of (all holders of) (shareholders holding \_\_\_\_\_ of the) shares of all classes of the corporation.  
(FRACTION AT LEAST TWO-THIRDS)
5. (Optional: BCL §384B) (Any shareholder) (shareholders holding \_\_\_\_\_ of the shares) of the corporation may apply for the appointment of a provisional director of the corporation in the manner and upon the circumstances provided by statute.  
(FRACTION)
6. (Optional: BCL §386) (Any shareholder) (shareholders holding \_\_\_\_\_ of the shares) of the corporation shall have the right at will to cause the corporation to be dissolved by proceeding in the manner provided by statute.  
(FRACTION)

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

FILING FEE:  Corporate/Individual - \$68.00  
 Corporation \$40.00  
 Individual \$25.00  
 Check Enclosed  
 Charge Account # \_\_\_\_\_

In compliance with the requirements of Section 311 of Act 1982-295 (54 Pa. C.S. §311), this undersigned entity(ies) desiring to carry on or conduct a business in this Commonwealth under an assumed or fictitious name, style or designation, does (do) hereby certify that:

1. Fictitious Name: WINTERS MOVERS  
 2. Address of the principal place of business: (including street and number) \_\_\_\_\_ (County)  
P.O. Box \_\_\_\_\_, Route 202 1/4 Mi. S. of Rt. 1, Concordville, Del., PA 19331

3. Brief statement of the character or nature of the business:  
Transportation of freight by motor vehicle.

4. Individual or individuals interested in the business: (name and address)  
 (NAME) (NUMBER) (STREET) (CITY) (STATE) (ZIP CODE)

5. Entity other than an individual interested in the business:  
 (NAME) (FORM OF ENTITY) ORGANIZING ADDRESS IN JURIS. REGISTERED OFFICE  
 (JURISDICTION) (if any)  
Heritage Moving Systems, Inc., Corp. - PA Same as above Same as above

6. I am familiar with the provisions of Section 332 of the Fictitious Names Act and understand that filing under the Act does not create any exclusive or other right to the fictitious name.  
 7. Agent, if any, authorized to execute amendments, withdrawals, or cancellations.

IN TESTIMONY WHEREOF, the undersigned have caused this registration to be executed this 6<sup>th</sup> day of June, 19 84.

Individual \_\_\_\_\_  
 Individual \_\_\_\_\_  
 Corporate Seal  
 BY: [Signature]  
 Secretary of Assistant Secretary  
 Corporate Seal  
 Secretary of Assistant Secretary

Individual \_\_\_\_\_  
 Individual \_\_\_\_\_  
 HERITAGE MOVING SYSTEMS, INC.  
 Name of Corporation  
 BY: [Signature]  
 President or Vice President  
 Name of Corporation  
 President or Vice President

- FOR OFFICE USE ONLY -

030 FILED	002 CODE	003 REV BOX	SEQUENTIAL NO.	100 MICROFILM NUMBER	
	REVIEWED BY	004 SIC	AMOUNT	001 CORPORATION NUMBER	
	DATE APPROVED		\$		
	DATE REJECTED	CERTIFY TO	INPUT BY	LOG IN	LOG IN (REFILE)
	MAILED BY DATE	<input type="checkbox"/> REV. <input type="checkbox"/> L & I <input type="checkbox"/> OTHER	VERIFIED BY	LOG OUT	LOG OUT (REFILE)

Secretary of the Commonwealth  
 Department of State  
 Commonwealth of Pennsylvania



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

Dick Thornburgh  
Governor

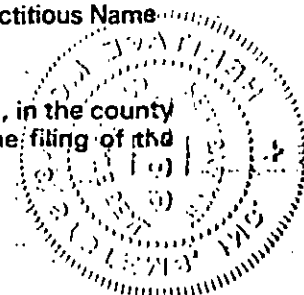
William R. Davis  
Secretary of the Commonwealth

Wayne L. Dietrich  
Director, Corporation Bureau

### APPLYING FOR A FICTITIOUS NAME

The Pennsylvania Department of State is the granting authority for entities doing business under an assumed or fictitious name, and is the storehouse for those papers and other related papers. In order to do business under an assumed or fictitious name in Pennsylvania.

1. Prepare an application for Conducting Business Under an Assumed or Fictitious Name in the proper format, as prescribed in Title 54, Pa. Consolidated Statutes §311, and exemplified in the form DSCB:54-311.
2. Send the following documents to the Secretary of the Commonwealth, William R. Davis, Room 308, North Office Building, Harrisburg, PA 17120, either by mail or in person:
  - a. The application for Conducting Business Under an Assumed or Fictitious Name.
  - b. A draft or money order payable to the Secretary of the Commonwealth in payment of the filing fee: \$25.00 for individuals, \$40.00 for corporations, and \$65.00 for corporate/individual. (CASH NOT ACCEPTED)
3. The Secretary of the Commonwealth will review, file, copy and microfilm and return the Fictitious Name Registration properly endorsed. NO CERTIFICATE WILL BE ISSUED.
4. Publish in a newspaper of general circulation and the legal newspaper if any, in English, in the county where the principal office or place of business is located, the intention to file or the filing of the application. (Only for individuals.)



Filing Fee: None

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF STATE  
CORPORATION BUREAU

Consent to Use of  
Similar Name

Pursuant to 19 Pa. Code §17.3 (relating to use of a deceptively similar name) the undersigned corporation, desiring to consent to the use by another corporation of a name which is deceptively similar to its name, does hereby certify that:

1. The name of the corporation executing this Consent to Use of Similar Name is:

WINTERS MOVERS, INCORPORATED

2. The address of the registered office of the corporation is (the Department of State is hereby authorized to correct the following statement to conform to the records of the Department):

219 Manchester Avenue

(NUMBER)

(STREET)

Media,

(CITY)

Pennsylvania

19063

(ZIP CODE)

3. The date of its incorporation is: December 19, 1973

4. The statute under which it was incorporated is:

Pa. Business Corporation Law, P.L. 364, Act of May 5, 1933

5. The corporation(s) entitled to the benefit of this Consent to Use of Similar Name is (are):

Heritage Moving Systems, Inc.

6. A check in this box:  indicates that the corporation executing this Consent to Use of Similar Name is the parent or prime affiliate of a group of corporations using the same name with geographic or other designations, and that such corporation is authorized to and does hereby act on behalf of all such affiliated corporations, including the following (see 19 Pa. Code §17.3(c)(6)):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DSCB: 17.3 (Rev. 8-72)-2

IN TESTIMONY WHEREOF, the undersigned corporation has caused this consent to be signed by a duly authorized officer and its corporate seal, duly attested by another such officer, to be hereunto affixed, this 8th day of June, 1988.

WINTERS MOVERS, INCORPORATED

(NAME OF CORPORATION)

By: X

Johnson Winters  
(SIGNATURE)

(TITLE: PRESIDENT, VICE PRESIDENT, ETC.)

Attest:

Eva Winters  
(SIGNATURE)

(TITLE: SECRETARY, ASSISTANT SECRETARY, ETC.)

X (CORPORATE SEAL)

INSTRUCTIONS FOR COMPLETING FORM:

Where this form is executed by an unincorporated body which has registered its name pursuant to statute (see 19 Pa. Code §17.101 et seq.) the language of the form should be modified accordingly, and a seal need be affixed only where the unincorporated body has adopted a seal.

HERITAGE MOVING SYSTEMS, INC.

OFFICERS AND STOCKHOLDERS:

Samuel Salvatore Imburgia, President  
3680 Garnet Mine Road  
Boothwyn, PA 19061

Paul A. Imburgia, Vice President  
3680 Garnet Mine Road  
Boothwyn, PA 19061

Salvatore J. Imburgia, Secretary/Treasurer  
14 Village Drive  
Aston, PA 19014

Each of the above three officers and stockholders shall be issued 300 shares of common stock, with \$1.00 par value.



HERITAGE MOVING SYSTEMS, INC.

LIST OF EQUIPMENT:

- 1 - 1985 International 24 Foot Moving Van
- 1 - 1983 International 24 Foot Moving Van

PENNSYLVANIA PUBLIC UTILITY COMMISSION  
BUREAU OF TRANSPORTATION

RECEIVED

See Instructions before Completing Application

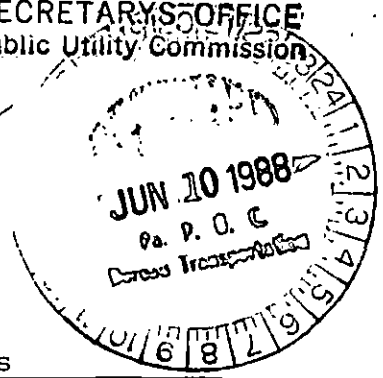
JUN 10 1988

SECRETARY'S OFFICE  
Public Utility Commission

Application For:

- EMERGENCY TEMPORARY AUTHORITY
- TEMPORARY AUTHORITY
- EXTENSION OF EMERGENCY TEMPORARY AUTHORITY

*A. 108185*



1. Heritage Moving Systems, Inc. t/d/b/a Winters Movers  
 (Name of applicant) (Trade name, if any)  
Route 202 1/4 Mi. S. of Rt. 1, Concordville, PA 19331  
 (Street address) (City) (State & Zip Code)
2. Barry D. Kleban, Esq. 1900 Two Penn Center Plaza  
 (Name, Address & Telephone Number of Applicant's Attorney, if any) Philadelphia, PA 19102 568-7515

3. Applicant is an individual partnership X corporation.
4. Applicant requests authority to provide service as a X common or contract carrier by motor vehicle, broker or freight forwarder in intrastate commerce; and ~~xxx~~ is proposing to acquire authority by X transfer. Give a description of type of service to be provided and area to be served:  
 See attached Exhibit 4.

5. Applicant does not hold Pa. PUC authority under Docket No. \_\_\_\_\_ and \_\_\_\_\_ (does or does not) operates as a \_\_\_\_\_ carrier. (common or contract)

DOCUMENT FOLDER

DOCKETED  
APPLICATION DOCKET  
JUN 16 1988  
ENTRY No. *108185*

6. If this application is for temporary authority, applicant \_\_\_ does x does not have pending an application for permanent authority to perform the same service as proposed herein. If it has, give docket number, filing date and status. If applicant does not have a pending permanent application currently on file, application for permanent authority must be enclosed. Copy of Application for Permanent Authority, which is being filed contemporaneously herewith, is attached hereto.
7. If this application is for emergency temporary authority, and not accompanied by applications for corresponding temporary and permanent authority, state when the applications for temporary and permanent authority will be filed.  
 N/A.
8. "Applicant's Statement" shall be prepared by the applicant or authorized representative of the applicant and shall contain the information as stated at Appendix A.
9. "Statements of Supporting Shippers or Witnesses" shall be prepared by the shipper or witness, or an authorized representative of the shipper or witness and shall contain the information as stated at Appendix B.

Applicant further declares that:

10. It is aware that a grant of the requested authority will create no presumption that corresponding permanent authority will be granted.
11. If the requested authority is granted, applicant will comply with the tariff and insurance requirements of the Public Utility Law before beginning operation.

HERITAGE MOVING SYSTEMS, INC.

X BY: Samuel Salazar Amburgin  
 555 (Signature)

President  
 (Corporate Title)

6/6/88  
 (Date)

THIS MUST BE COMPLETED BY NOTARY PUBLIC

AFFIDAVIT OF APPLICANT (Natural Person)

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

\_\_\_\_\_, 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 APPLICANT (Corporation)

COMMONWEALTH OF PENNSYLVANIA :  
/ Philadelphia County : ss:

SAMUEL SALVATORE IMBURGIA, being duly sworn (affirmed) according to law, deposes and says that he is President of Heritage Moving  
(Office of Affiant)

Systems, Inc.; that he is authorized to and does make this  
(Name of Corporation)

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 Heritage Moving Systems, Inc. to be able to prove the same  
(Name of Corporation)

at the hearing hereof.

/ Samuel Salvatore Imburgia  
SSS Signature of Affiant

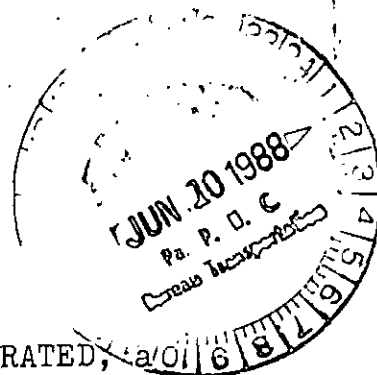
Sworn and subscribed before me this 16th  
day of June 1988  
My Commission Expires \_\_\_\_\_

CAROL FRANCES DOLAN  
Notary Public, Phila., Phila. Co.  
My Commission Expires July 30, 1988

Carol Frances Dolan  
Signature of Official Administering Oath

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION

Application Docket No. 98137



Application of WINTERS MOVERS, INCORPORATED, a corporation of the Commonwealth of Pennsylvania

REPORT AND ORDER  
APPROVING SERVICE AS A MOTOR CARRIER

BY THE COMMISSION:

This matter being before the Pennsylvania Public Utility Commission upon application of WINTERS MOVERS, INCORPORATED, a corporation of the Commonwealth of Pennsylvania, received August 8, 1973, to operate motor vehicles as a common carrier, 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 EVA LOU JOHNSON, trading and doing business as WINTERS, under report and order issued at A.76701, Folder 1, Am-C on January 20, 1951 and the certificate of public convenience issued thereunder, as modified and amended, which certificate will be subsequently cancelled as of the date of this order upon compliance with the tariff and insurance requirements of the Commission by WINTERS MOVERS, INCORPORATED, a corporation of the Commonwealth of Pennsylvania, the Commission finds and determines that approval of the application limited to the following rights:

To transport, as a Class D carrier, household goods in use from points in the borough of Media, Delaware County, and within a radius of five (5) miles thereof to other points in said borough and within ten (10) miles by the usually traveled highways of the limits of the said borough, and vice versa, excluding service to or from points in the city of Chester, Delaware County, except as otherwise authorized.

To transport, as a Class D carrier, property for Railway Express Agency, Inc., from points in the boroughs of Media and Swarthmore, Delaware County, to points in the borough of Media and within ten (10) miles by the usually traveled highways of the limits of said boroughs, excluding points in the city of Chester, Delaware County, and the city of Philadelphia.

To transport, as a Class D carrier, household goods and office furniture in use from points in the city of Philadelphia to points within twenty (20) miles by the usually traveled highways of the limits of the said city, and vice versa.

To transport, as a Class D carrier, household goods and office furniture, in use, in less-than-truckload lots, from points in the borough of Media, Delaware County, and points within an airline distance of five (5) statute miles of the limits of said borough on and south of U.S. Highway Route 1 and from points within an airline distance of ten (10) statute miles of the limits of said borough on and north of U.S. Highway Route 1, to other points in the said borough and within forty (40) miles of the point of origin, and vice versa.

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

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 property and rights 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 the accounts of the transferee shall reflect the same book values as the records of the transferor at the effective date of the transfer, any previously recorded appreciation having been deleted therefrom; provided that the applicant shall not record in its utility accounts any amounts representing the rights herein granted in excess of the actual cost of such rights to the original holder thereof.

THIRD: That the certificate holder shall comply with all of 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, December 19, 1973, IT IS ORDERED: That upon compliance with the requirements of the Public Utility Law relating to insurance and the filing and acceptance of a tariff establishing just and reasonable rates, 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

ATTEST:

*George L. Bloom*  
Chairman

*Will Fisher*

Secretary

Order Adopted: December 19, 1973  
Order Entered: January 15, 1974

APPENDIX A

APPLICANT'S STATEMENT

(A) The equipment which the Applicant will use to render the service consists of two International 24 foot moving vans. One is a 1985, and the other is a 1983. Both are being acquired from the Transferor pursuant to the Agreement of Sale which is attached to the Application for Permanent Authority attached to this Application. In addition, the Applicant will operate with various equipment necessary for the transportation of household goods such as pads, dollies, hand trucks, straps and walkboards.

(B) The Applicant has an office and parking facility located on Route 202, one-quarter mile south of Route 1, Concordville, PA. At this location, the Applicant has ample parking space for the vehicles it will utilize, as well as ample office space. There is also storage space at this location.

The personnel of Applicant consists of its officers, being Samuel Salvatore Imburgia, President, Paul A. Imburgia, Vice President and Salvatore J. Imburgia, Secretary/Treasurer. Each of the personnel has considerable experience in the transportation business, having worked for years for another regulated household goods mover.

(C) This Application did not result from a warning, road check or investigation by the Commission.

(D) All contacts should be made to the Applicant's attorney, Barry D. Kleban, Esquire, whose phone number is 215-568-7515.



(E) Attached hereto is a copy of the proposed rates to be charged by the Applicant. It should be noted that the Applicant intends not to adopt the tariff of the Transferor, Winters Movers, Incorporated. This is for the reason that the rates presently in effect for the Transferor (\$50.00 per hour for a van with three men) are non-compensatory. Indeed, they are well below the rates presently charged by other household goods carriers operating throughout a similar territory. The Applicant believes that the attached tariff sets forth just and reasonable rates which will be compensatory to the Applicant.

(F) There are not under suspension any rates, fares or charges published for the Applicant's account, nor has any application for special permission to file the Applicant's rates, fares or charges on less than 30 days' notice in connection with another ETA, TA or permanent authority application ever been granted or denied.

(G) I have attached a valid binder of insurance demonstrating that the Applicant has the ability to comply, and is in compliance with, the Commission's insurance requirements.

(H) No labor unions represent or, within the past twelve months, have represented or filed a petition to represent the employees of the Applicant with the National Labor Relations Board or the Pennsylvania Labor Relations Board.

(I) SUPPLEMENTAL INFORMATION:

The Applicant, Heritage Moving Systems, Inc., is a newly formed corporation. It was formed by three members of the Imbur-

gia family, all of whom have considerable experience in the transportation of household goods. The Imburgias have recently signed an Agreement of Sale (which has been assigned to their newly formed corporation, the Applicant herein) which provides for the transfer to them of all of the operating authority of Winters Movers, Incorporated. Both Winters, the Transferor, and Heritage, the Transferee (which has been given the right to use the name Winters Movers), believe that there is an immediate and urgent need for the Emergency and Regular Temporary Authority applied for herein. This is for the reason that the Transferor, which was a significant source of moving capacity in the territory of the Application, has ceased its operations. This was brought about by the fact that Eva Winters, the Owner decided to get out of the moving business. This will be more fully set forth on the Transferor's Affidavit attached. By a grant of this Application, the moving public will have the opportunity to utilize the Applicant's services in lieu of those which had been offered by the Transferor. Thus, service will be made available to the public continuously from the date this Application is granted through the date on which the Commission considers the corresponding Application for Permanent Authority.

HERITAGE MOVING SYSTEMS, INC.  
t/d/b/a WINTERS MOVERS

BY:


  
SAMUEL SALVATORE IMBURGIA  
President

EXHIBIT TARIFF

CERTIFICATE NO. A-  
F. 600

FREIGHT PA. P.U.C. NO. 1  
(Emergency Temporary Authority)

HERITAGE MOVING SYSTEMS, INC.  
t/d/b/a WINTERS MOVERS

LOCAL MOTOR FREIGHT TARIFF

NAMING

RATES, RULES AND REGULATIONS

GOVERNING

THE RIGHT

To transport, as a Class D carrier, household goods in use from points in the borough of Media, Delaware County, and within a radius of five (5) miles thereof to other points in said borough and within ten (10) miles by the usually traveled highways of the limits of the said borough, and vice versa, excluding service to or from points in the city of Chester, Delaware County, except as otherwise authorized.

To transport, as a Class D carrier, property for Railway Express Agency, Inc., from points in the boroughs of Media and Swarthmore, Delaware County, to points in the borough of Media and within ten (10) miles by the usually traveled highways of limits of said boroughs, excluding points in the city of Chester, Delaware County, and the city of Philadelphia.

To transport, as a Class D carrier, household goods and office furniture in use from points in the city of Philadelphia to points within twenty (20) miles by the usually traveled highways of the limits of the said city, and vice versa.

To transport, as a Class D carrier, household goods and office furniture, in use, in less-than-truckload lots, from points in the borough of Media, Delaware County, and points within an airline distance of five (5) statute miles of the limits of said borough on and south of U.S. Highway Route 1 and from points within an airline distance of ten (10) statute miles of the limits of said borough on and north of U. S. Highway Route 1, to other points in the said borough and within forty (40) miles of the point of origin, and vice versa.

Issued on 1 day's notice under authority of the PA Code, Title 52, Section 23.42.

ISSUED BY:

Samuel Salvatore Imburgia, President.

SECTION 1  
RULES AND REGULATIONS

ITEM 10 - GOVERNING TARIFF

For rates, rules, regulations and provisions applicable to the transportation of Household Goods and Office Furniture, in use, except as otherwise provided herein, see Tariff Freight Pa. P.U.C. No. 53 (Carrier Directory No. 53), supplements thereto and reissues thereof, issued by Tristate Household Goods Tariff Conference Inc., Agent.

ITEM 20 - CLASSIFICATION OF PROPERTY

Class 1 shipments are personal effects and property usual in a dwelling, when a part of the equipment or supply of such dwelling; and articles, including displays and exhibits, which because of their unusual nature or value require specialized handling and equipment usually employed in moving household goods which are not described in Class 2 (shipments of a gross cubic measurement of 150 cubic feet or less are excluded).

Class 2 shipments are furniture, fixtures, equipment and property of stores, offices, museums, institutions, hospitals and establishments other than dwellings when a part of the stock, equipment or supply of such stores, offices, museums, institutions, hospitals and establishments other than dwellings (shipments of a gross cubic measurement of 150 cubic feet or less are excluded).

ITEM 30 - RELEASED VALUE

Rates and charges contained herein apply on shipments when released to a value not exceeding 30¢ per pound per article. For rates to apply on shipments where the declared value exceeds 30¢ per pound per article, see Conversion Table (Section IV of Tariff Freight Pa. P.U.C. No. 36, supplements thereto or reissues thereof, issued by Tristate Household Goods Tariff Conference, Inc., Agent. (Exception - Item 40).

Abbreviations and reference marks are explained on last page herein.

SECTION 2  
ADDITIONAL SERVICE

ITEM 100 - PACKING AND UNPACKING AND CONTAINER CHARGES

Subject to Note 1 below, rates include:

1. Packing, unpacking and the use of packing containers and materials, or;
2. Packing and the packing containers and materials in the event that such packing containers and materials are retained by the shipper or consignee (see Note 1).

Note 1: Rates do not include unpacking and containers will be considered to have been retained by shipper:

- (a) Where shipment is delivered to warehouse.
- (b) Where unpacking is performed other than at the time of delivery and at request of shipper.

SUBJECT	PER	RATE (In Dollars And Cents)
DRUM, DISH-PACK (Drum, dish-pack, barrel or other specially designed containers, of not less than 5 cu. ft. capacity, for use in packing glassware, chinaware, bric-a-brac, table lamps or similar fragile articles) . . . . .	Each	\$22.00
CARTONS:		
Less than 3 cu. feet (not less than 200 lb. test)	Each	5.00
3 cu. feet (not less than 200 lb. test) . . . . .	Each	8.00
4-1/2 cu. ft. (not less than 200 lb. test). . . . .	Each	10.00
6 cu. feet (not less than 200 lb. test). . . . .	Each	11.00
<p><u>Note A:</u> When cartons of more than 3 cu. ft. capacity are used and no rate is shown for the size carton used, charges shall be based on the rate for the next lower size carton shown.</p> <p><u>Note B:</u> Length, width and depth by inches and cubical content must be shown on all cartons.</p>		
Wardrobe Carton not less than 6 cu. feet . . . . .	Each	12.00
Mattress Carton (not exceeding 39" x 75") . . . . .	Each	8.00
Mattress Carton (not exceeding 54" x 75") . . . . .	Each	10.00
Mattress Carton (exceeding 54" x 75") . . . . .	Each	15.00
GRATES AND CONTAINERS, (Specially designed for mirrors, paintings, glass or marble tops and similar fragile articles). . . . .	Cu.Ft. or Frac- tion There- of	5.50 (Minimum Charge per Grate or Container- \$25.00)

Abbreviations and reference marks are explained on last page herein.

SECTION 3  
RATES AND CHARGES

ITEM 300

Applicable to the transportation of Class 1 shipments transported distances of 40 miles and less.

Subject to Notes 1 to 7 below, the transportation charges on any shipments shall be a COMBINATION of the applicable TRAVELING CHARGE named in Column 1 plus HOURLY CHARGE at applicable rates named in Column 2, 3 and 4.

Hourly rates apply only from time of arrival of vehicles and men at first point of origin (continue during all loading, transportation from first point of origin to final destination and unloading) until completion of unloading and dismissal of vehicles and men by shipper at destination.

Traveling charges cover traveling to first point of origin and traveling from final destination, irrespective of actual time involved in such traveling.

	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4
	TRAVELING CHARGES ANY DAY (Flat Charges In Dollars)	HOURLY RATES (In Dollars)		
		SUNDAYS AND HOLIDAYS ANY HOUR	OTHER THAN SATURDAYS, SUNDAYS AND HOLIDAYS 6:01 A.M. to 6:00 P.M.	SATURDAYS (ANY HOUR) *WEEKDAYS 6:01 P.M. to 6:00 A.M.
EQUIPMENT AND MEN				
Vehicle and Driver....	See	37.00	32.00	30.50
Additional Men; each..	Note	26.00	15.00	19.50
Supervisors; each.....	7	30.00	18.00	22.50

Note 1 - Traveling charges (Column 1) are in addition to hourly rates (Columns 2, 3 and 4).

Note 2 - Hourly rates (Columns 2, 3 and 4) are based on the day or days, as indicated, during which services are performed.

Note 3 - Hourly rates (Columns 2, 3 and 4) computed in half-hour periods; fractions of one-half hour considered one-half hour.

Note 4 - Minimum Charge: Sundays and holidays - four (4) hours at rates named in Column 2. Other than Sundays and holidays 6:01 P.M. to 6:00 A.M. or Saturdays (any hour) - four (4) hours at rates named in Column 4.

Note 5 - Rates in Column 4 apply only from 6:01 P.M. to 12:00 midnight on any day when a higher rate is shown for the following day.

Note 6 - Carrier will supply and charge for supervisor or supervisors at requested by shipper. Hourly rates for each supervisor will be computed from time of arrival of vehicles and men at first point of origin until completion of unloading and dismissal of vehicles and men at final destination, unless other time of arrival or dismissal of supervisor is provided by agreement between shipper and carrier.

Note 7 - A flat one (1) hour travel charge will be assessed at the applicable hourly rates.

\* - When requested by shipper.

Abbreviations and reference marks are explained on last page herein.

SECTION 3  
RATES AND CHARGES

ITEM 400

Applicable to the transportation of Class 2 shipments transported distances of 40 miles and less.

Subject to Notes 1 to 5 below, rates for vehicles, men and supervisors apply from time of arrival on job until time of dismissal from job.

EQUIPMENT AND MEN	SUNDAYS AND HOLIDAYS ANY HOUR	OTHER THAN SUNDAYS AND HOLIDAYS	
		* WEEKDAYS 6:01 P.M. to 6:00 A.M. AND SATURDAYS (ANY HOUR)	WEEKDAYS 6:01 A.M. to 6:00 P.M.

FIRST HOUR AND FRACTION THEREOF - FLAT CHARGES (In Dollars)

	COLUMN 1	COLUMN 3	COLUMN 5
Vehicle and Driver...	55.50	45.75	36.00
Additional Men; each.	39.00	29.25	19.50
Supervisors; each....	45.00	33.75	22.50

AFTER FIRST HOUR - HOURLY RATES (In Dollars)

	COLUMN 2	COLUMN 4	COLUMN 6
Vehicle and Driver...	37.00	30.50	32.00
Additional Men; each.	26.00	19.50	15.00
Supervisors; each....	30.00	22.50	18.00

Note 1 - MINIMUM CHARGE: Sundays and holidays: four (4) hours at rates named in Column 2. Saturdays (any hour) or Weekdays 6:01 P.M. to 6:00 A.M.: four (4) hours at rates named in Column 4.

Note 2 - After-first-hour rates in Columns 2, 4 and 6 computed in half-hour periods; fractions of one-half hour considered one-half hour.

Note 3 - Flat charges in Columns 1, 3 and 5 are based on time of arrival on job and apply to the first hour, or fraction thereof, beginning with the time of arrival.

Note 4 - After-first-hour rates in Columns 2, 4 and 6 are based on the day or days, or periods of days, during which services are performed and apply as indicated, from end of first hour until dismissal from job.

Note 5 - Rates in Columns 3 and 4 apply only from 6:01 P.M. to 12:00 midnight on any day when a higher rate is shown for the following day.

\* - When requested by shipper

Abbreviations and reference marks are explained on last page herein.

SECTION 3  
RATES AND CHARGES

ITEM 500

Applicable to the transportation of ALL COMMODITIES for Railway Express Agency, Inc.

Vehicle and Driver.....	\$24.00 per hour
Each Additional Man.....	\$13.00 per hour

Note 1: Charges computed from time vehicle and driver leave carrier's garage until vehicle and driver return to carrier's garage.

Note 2: Minimum charge will be based on one (1) hour. Fractions of an hour beyond the first hour will be charged to the nearest half-hour.

Abbreviations and reference marks are explained on last page herein.



EXPLANATION OF ABBREVIATIONS

A.M.	.....	Before Noon
Cu.	.....	Cubic
Ft.	.....	Foot or Feet
Inc.	.....	Incorporated
Lb.	.....	Pound or Pounds
No.	.....	Number
PA	.....	Pennsylvania
P.U.C.	.....	Public Utility Commission

EXPLANATION OF REFERENCE MARKS

\$	.....	Dollar(s)
¢	.....	Cent(s)
@	.....	Denotes addition
•	.....	Denotes no change
↓ or <u>R</u> or (R)	.....	Denotes reduction
◆ or <u>A</u> or (A)	.....	Denotes increase
▲ or <u>C</u> or (C)	.....	Denotes change which results in neither reductions nor increases in charges



# CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

**PRODUCER**

Risk Management, Inc.  
1701 Locust Street, PH8  
Philadelphia, PA 19103

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

- COMPANY LETTER **A** Pennsylvania Assigned Risk
- COMPANY LETTER **B** Continental Insurance Company
- COMPANY LETTER **C**
- COMPANY LETTER **D**
- COMPANY LETTER **E**

**INSURED**

Heritage Moving Systems, Inc.  
D/B/A Winters Movers  
Route 202  
Concordville, PA 19331

**COVERAGES**

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
					GENERAL AGGREGATE	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> OWNER'S & CONTRACTORS PROTECTIVE				GENERAL AGGREGATE	\$
					PRODUCTS-COMP/OPS AGGREGATE	\$
					PERSONAL & ADVERTISING INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (ANY ONE FIRE)	\$
					MEDICAL EXPENSE (ANY ONE PERSON)	\$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY	To Be Assigned	7/1/88	7/1/89	CSL	\$ 750
					BODILY INJURY (PER PERSON)	\$
					BODILY INJURY (PER ACCIDENT)	\$
					PROPERTY DAMAGE	\$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>				STATUTORY	
					\$	(EACH ACCIDENT)
					\$	(DISEASE-POLICY LIMIT)
					\$	(DISEASE-EACH EMPLOYEE)
B	<b>OTHER</b> Cargo	IMC 850892	7/1/88	7/1/89	\$20,000 per Unit, \$40,000 per Occurrence with a \$500 Deductible	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

**CERTIFICATE HOLDER****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

APPENDIX B

STATEMENT OF SHIPPER (TRANSFEROR) SUPPORT

(A) The specific commodities involved are household goods and office furniture, in use. These are the commodities which my company has transported continuously for many years.

(B) The commodities move to, from and between all points within the authorized territory of the transferor, as specifically set forth on the exhibit attached to this Application.

(C) The Transferor has been a very active and busy mover in the Philadelphia five county area. Our company has had daily movements of household goods and office furniture throughout the Application territory. We have served literally hundreds of shippers over the years, and it is important that there be a reasonably continuous service available to the shipping public.

(D) The service must be provided immediately. I recently reached the point in my life where I no longer feel that I wish to run a moving business. As a result, I determined to cease the operations of my company, and to attempt to find a financially and otherwise responsible buyer for my company's operating rights, equipment and good will. All the while, however, I have been receiving requests for service which, unfortunately, I have had to decline. Now that I have entered into an Agreement of Sale with the Applicant, I am satisfied that the Applicant has the requisite experience and skill and responsibility to render the type of service which my company previously provided.

Because there is a continuing need for responsive, dependable transportation service, and because the Applicant seems to me to be fit to take over where my company has left off, we feel that having a replacement carrier available such as the Applicant will be of particular benefit to the moving public.

(E) The need for the Applicant's service is permanent, because my business has closed down and will not resume operations. My company will maintain compliance with those PUC regulations which are necessary to ensure that the rights being transferred are not cancelled.

(F) If the service is not made available, I believe that there will be inadequate service to meet the needs of the shipping public within the territory of the Application. This will result in unauthorized movers handling loads, or individuals attempting to move themselves. I firmly believe that this represents a safety hazard to the public when unregulated and unprofessional movers attempt to do the work which is properly done by professional movers such as my company and, now that my company has ceased operations, the Applicant.

(G) There are a limited number of carriers available with the operating authority necessary to perform the services which the Applicant seeks to perform under the present Application. The Commission has already determined that there is a need for my company's services, and now that my company has stopped doing business, the need continues to exist, such that the Applicant

must be permitted to commence operations immediately. A grant of the Application will not result in a net increase in carrier capacity, since it is merely a substitute for my company's operations which have ceased.

(H) My company had various expressions of interest for the acquisition of our rights and property. However, I satisfied myself that of the interested persons, the Applicant represented the most financially responsible and company most likely to render the high level of service which my company has rendered over the years.

(J) My company has not previously supported any other Application.

(K) No labor union represents, or within the past twelve months has represented, or has filed a petition to represent, the employees of my company with the National Labor Relations Board or the Pennsylvania Labor Relations Board.

(L) SUPPLEMENTAL STATEMENT:

Because of the void left by my company's ceasing business, there is an immediate and urgent need for the Applicant's services to commence as promptly as possible. As mentioned above, we continue to receive phone calls every day requesting service. Regretfully, we are unable to comply with these requests for service since we have ceased operations. A grant of this Application will enable the resumption of services which is much need-

ed by the public.

WINTERS MOVERS, INCORPORATED

BY: *Eva L. Winters*

---

EVA L. WINTERS  
Secretary

PUC-190  
(Rev 11/85)

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

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of HERITAGE MOVING SYSTEMS, INC.  
(Applicant/Transferee)

for approval of the transfer and to exercise the right

as a common carrier, described at Docket  
common-contract

No. A-98137, Folder No. 1, issued to  
and any and all  
other folders and Subs

Winters Movers, Incorporated  
Transferor

for transportation of property  
persons-property

PUC Use Only

Docket No. \_\_\_\_\_

Folder No. \_\_\_\_\_

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

1. Heritage Moving Systems, Inc.  
(Full and correct name of applicant/transferee)

2. Winters Movers  
(Trade name, if any)

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

Commonwealth on \_\_\_\_\_ (attach copy of stamped registration form).  
(date)

3. Rt. 202 1/4 Mi. S. of Rt. 1  
(Business Street Address) (P.O. Box, if any)

Concordville PA 19331 (215) 358-4949  
City State Zip Telephone

4. Applicant's attorney (for this application) is:  
Barry D. Kleban, Esq. 1900 Two Penn Center Plaza  
(Name) (Address) (Telephone)

5. Any notice, process or order of the PUC should be served upon:  
Barry D. Kleban, Esq. 1900 Two Penn Center Plaza  
(Name) (Address) 568-7515

6. Applicant does not hold Pa. PUC authority under Docket  
(does or does not)

Number \_\_\_\_\_ and operates as a \_\_\_\_\_ carrier.  
(common or contract)

7. Applicant does not hold Interstate Commerce Commission authority  
does or does not

at Docket No. \_\_\_\_\_

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)

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 \_\_\_\_\_ (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 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.

11. The reason for the transfer is transferor has ceased operations and transferee desires to commence operations under the authority being transferred.

12. The total amount of consideration to be paid is \$ See attached Agreement of Sale and was determined as follows: As the result of the arms-length negotiations between the parties.

and will be paid as follows: See attached Agreement of Sale.



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. See Sales Agreement.
- Equipment and other property to be transferred. (Schedules "A" & "B")
- Statement of Financial Condition (Schedule "C")
- 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, subject to Agreement of Sale.

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

Transferee sign here: HERITAGE MOVING SYSTEMS, INC. 6/6/88  
(Corporate Seal) (each partner must sign) (Date)

BY: Samuel Salvatore Ambrogio Pres

Transferor sign here: WINTERS MOVERS, INCORPORATED 6/8/88  
(Corporate Seal)

BY: John Winters Sec.

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:  
Philadelphia County :

SAMUEL SALVATORE IMBURGIA, being duly sworn (affirmed) according to law, deposes and says that he is President of Heritage Moving  
(Office of Affiant)

Systems, 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 Heritage Moving Systems, Inc.  
(Name of Corporation)

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

Samuel Salvatore Imburgia  
Signature of Affiant

Sworn and subscribed before me this 6th day of June 19 88 My Commission Expires \_\_\_\_\_

CAROL FRANCES DOLAN  
Notary Public, Phila., Penna. Co.  
My Commission Expires July 30, 1988  
Carol Frances Dolan  
Signature of Official Administering Oath

THIS MUST BE COMPLETED BY NOTARY PUBLIC

AFFIDAVIT OF TRANSFEROR/SELLER (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 TRANSFEROR/SELLER (Corporation)

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

EVA A. WINTERS, being duly sworn (affirmed) according to law, deposes and says that she is Secretary of Winters Movers,  
(Office of Affiant)

Incorporated; that she 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 <sup>her</sup> ~~his~~ knowledge, information and belief and that she expects the said Winters Movers, Incorporated  
(Name of Corporation)

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

✓ Eva Winters  
\_\_\_\_\_  
Signature of Affiant

Sworn and subscribed before me this 8th  
day of June 19 88  
My Commission Expires October 20, 1990

Charlene Marie Sherry  
\_\_\_\_\_  
Signature of Official Administering Oath

CHARLENE MARIE SMERRY  
Notary Public, Lester, Delaware Co.  
My Commission Expires Oct. 20, 1990



**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	1985	Van		24'	1HTLDUX-MXFHA45817	34086	2/85	New	\$37,700	\$500	\$38,200	Fully depreciated	\$22,000	None	
International	1983	Van		24'	1HTAA19E-7EHA16636	22789	10/83	New	\$35,800	\$500	\$36,300	Fully depreciated	\$18,000	None	
Total columns 10 to 16 inclusive															

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

**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)
Miscellaneous equipment such as pads, dollies, hand trucks, walkboards.					\$1,000.00	
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	\$	_____
Buildings and structures	\$	_____
Other property	\$	_____
Cash	\$	_____
Accounts receivable	\$	_____
Notes receivable	\$	_____
Materials and supplies	\$	_____
Other assets (attach schedule)	\$	_____
Total Assets	\$	_____

LIABILITIES

Mortgages payable	\$	_____
Equipment obligations	\$	_____
Accounts payable	\$	_____
Notes payable	\$	_____
Other liabilities (attach schedule)	\$	_____
Reserve for depreciation - motor vehicles	\$	_____
Reserve for depreciation - buildings & structures	\$	_____
Reserve for depreciation - other	\$	_____
Net worth (individual or partnership)	\$	_____
Capital stock (corporations only)	\$	_____
Surplus (corporations only)	\$	_____
Total Liabilities	\$	_____

SCHEDULE "C"

Heritage Moving Systems Incorporated

ProForma Balance Sheet  
May 31, 1988

Assets

Current assets:	
Cash	\$ 7,500
Fixed assets, at cost less depreciation:	
Equipment	40,000
Other assets:	
Goodwill, customer lists and franchise	<u>27,500</u>
	\$ <u>75,000</u>

Liabilities and Stockholders' Equity

Shareholders' equity:	
Common stock	\$ <u>75,000</u>
	\$ <u>75,000</u>

ASSIGNMENT AND ASSUMPTION OF AGREEMENT OF SALE

It is hereby agreed by and between Samuel Salvatore Imburgia, Paul A. Imburgia and Salvatore J. Imburgia (collectively "Assignor"), on the one hand, and, on the other, Heritage Moving Systems, Inc., d/b/a Winters Movers ("Assignee"), effective as of the 9th day of June, 1988 as follows.

BACKGROUND

A. Assignor is the Buyer under a certain Agreement of Sale dated June 2, 1988 wherein Winters Movers, Incorporated is the Seller (the "Agreement of Sale").

B. Assignee is a Pennsylvania corporation formed, and the stock of which is to be owned, by Assignor.

C. The Agreement of Sale contemplates that the Assignor may assign its interests under the Agreement of Sale and Assignee was formed by Assignor for the purpose of acquiring all of the assets being conveyed pursuant to the Agreement of Sale.

Now, therefore, each in consideration of the promises of the other, intending to be legally bound hereby, the parties agree as follows:

1. Assignor hereby sells, assigns, conveys and sets over unto Assignee all of Assignor's right, title and interest in and to the Agreement of Sale.

2. Assignee hereby accepts the aforesaid assignment and agrees to be bound by all of the terms of and to assume all of



the obligations of the Buyer under the Agreement of Sale.

ASSIGNOR:

Samuel Salvatore Imburgia  
SAMUEL SALVATORE IMBURGIA

Paul Imburgia  
PAUL A. IMBURGIA

Salvatore J. Imburgia  
SALVATORE J. IMBURGIA

ASSIGNEE:

HERITAGE MOVING SYSTEMS, INC.

BY: Samuel Salvatore Imburgia  
SAMUEL SALVATORE IMBURGIA,  
President

AGREEMENT OF SALE

AGREEMENT made this 2nd day of June, 1988, by and among WINTERS MOVERS, INCORPORATED, a Pennsylvania Corporation, ("Seller") EVA A. WINTERS, an individual ("Eva"), ~~JOHNATHAN~~ J.J. JOHNSON WINTERS, an individual, (~~"Johnathan"~~) and SAMUEL SALVATORE J.J. JOHNSON IMBURGIA, PAUL A. IMBURGIA and SALVATORE J. IMBURGIA, or their assignee or nominee (collectively "Buyer").

WITNESSETH:

WHEREAS, SELLER is a motor common carrier engaged in operations pursuant to operating rights granted by the Pennsylvania Public Utility Commission ("PUC") in Docket No. A-98137 and by the Interstate Commerce Commission ("ICC") at MC-33549 Sub 1 (collectively the "Rights"); and

WHEREAS, Eva owns 51%, and ~~Johnathan~~ J.J. JOHNSON owns 49%, of the issued outstanding shares of Seller; and

WHEREAS, Seller has previously rendered trucking services to the public pursuant to the Rights; and

WHEREAS, Seller wishes to discontinue and has discontinued its trucking operations; and

WHEREAS, Buyer desires to render the trucking services previously rendered by Seller; and

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, various assets of Seller including the Rights free of any and all debts or liabilities thereof or of Seller.

NOW THEREFORE, the parties hereto, expressly intending to be legally bound hereby, and in consideration of the mutual covenants and agreements contained herein, do agree as follows:

1. SELLER agrees to sell, assign, transfer and deliver to Buyer, and Buyer agrees to purchase, acquire and accept from Seller, the following assets:

(a) The Rights. A true and correct copy of the Rights is attached hereto as Exhibit "A" and incorporated herein by reference; and

(b) The following straight trucks and equipment:

1 - 1985 International Model 466, Serial #1HTLDUXMXFHA45817 with 24' Matlock body;

1 - 1983 International Model 466, Serial #1HTAA-19E7EHA16636 with 24' Matlock body (the "Trucks"); together with all equipment used in, on or about the Trucks including, but not limited to, all pads, dollies, hand trucks, straps and walkboards. The above described Trucks and equipment shall collectively be referred to hereinafter as the "Equipment"; and

(c) The list of all of the customers at any time of Seller containing names, addresses, telephone numbers and the individual employee(s) of each such customer who is responsible for choosing and arranging for transportation services, and all books and records relating to the transportation services at any time rendered by Seller to such customers (the "Customer List"); and

(d) The right to use the name Winters Movers, Incorporated or any variation or modification thereof (the "Name"); and

(e) All telephone numbers utilized by Seller and all listings of such telephone numbers and all advertisements for Seller's business in any and all telephone directories (the "Phone Listings").

All of the assets described in this Paragraph 1 shall collectively be referred to hereinafter as the "Assets". The Assets shall be free and clear of any and all liens, encumbrances, security interests, charges, debts, obligations and claims of any kind or character whatsoever.

2. This Agreement shall be subject to, and is contingent upon, the prior approval and authorization of the ICC and PUC. As promptly as possible after the execution of this Agreement, and not later than 30 days after the signing hereof, the BUYER shall file with the ICC and PUC appropriate Applications for permanent approval of the transfer to BUYER of the Rights (the "Permanent Applications") and may file, at any time, an Application or Applications seeking emergency temporary or regular temporary authority authorizing Buyer to operate under the Rights pending final approval of the Permanent Applications (the "ETA Applications" and "TA Applications", respectively). The parties shall cooperate in all matters relating to the completion, filing and active prosecution of the Permanent, ETA and TA Applications (collectively

"Applications"). The required filing fees for the Applications shall be paid by Buyer. Each party shall be responsible for and pay any and all fees for services which may be rendered by its own attorneys, accountants or any other person in connection with assembling the information necessary for and the filing and prosecution of the Applications.

3. The purchase price for the Assets shall be the sum of \$60,000.00 (the "Purchase Price").

4. The Purchase Price shall be paid as follows:

A. \$7,500.00 deposit previously delivered to Motor Carriers Service Bureau, Inc., Escrow Agent.

B. At settlement as hereinafter provided, the sum of \$52,500.00 in cash or certified or bank cashier's check.

C. All sums paid by BUYER pursuant to Paragraph 4.A. hereof shall be referred to as the "Deposit". The Deposit shall be held in escrow by Motor Carriers Service Bureau, Inc., Escrow Agent, in a federally insured, interest bearing money market escrow account with a bank or savings and loan association. All interest earned thereon shall accrue to the benefit of Buyer, and shall be paid at settlement hereunder. If settlement shall not occur or this Agreement is terminated hereunder for any reason other than Buyer's default, then the Deposit and all interest earned thereon shall immediately be paid over to Buyer. If this agreement is terminated or settlement does not occur due to Buyer's default, then the Deposit, together with all interest earned on the Deposit, shall be paid immediately to Seller, Eva and/or

*Jonathan*  
*JOHNSON*  
Jonathan as they shall direct and, as Seller's and Eva's and Jonathan's sole and exclusive remedy, shall be retained by them as liquidated damages for Buyer's default hereunder. The Escrow Agent's fee for services rendered as escrow agent hereunder shall be \$100.00 and, at the escrow agent's election, may be retained by the Escrow Agent from the interest earned on the Deposit.

5. The Purchase Price for the Assets is and has been allocated by the parties as follows:

ICC Rights - \$5,000.00  
PUC Rights - \$12,500.00  
Trucks - \$40,000.00  
Equipment other than  
Trucks - \$1,000.00  
Customer List, Name and  
Phone Listing - \$1,500.00

6. In the event of a denial, as defined hereinafter, of approval of the PUC Permanent Application by the PUC for any reason except a default in the terms of this Agreement, the parties shall be relieved of their respective obligations hereunder, the Deposit, and all interest earned thereon, shall be returned by the Escrow Agent to Buyer, and neither party shall have any claims against the other.

7. A denial of either or all the ETA Applications and/or TA Applications and/or ICC Permanent Application shall not void or impair this Agreement. In the event of a denial of the ICC Permanent Application, the Purchase Price shall be reduced by \$5,000.00.

8. "Approval" as used herein shall mean approval of the transaction in accordance with all of the terms of the Permanent

Applications as submitted by the parties to the ICC and PUC. "Denial" as used herein shall mean either outright denial of either or both of the Permanent Applications, or approval of either or both the Permanent Applications with, however, a modification or restriction which, in Buyer's reasonable opinion, alters, modifies or restricts the Rights or Buyer's ability to utilize the Rights.

9. A "Final Order" of the ICC or PUC shall be construed as being an order which is not subject to petition for reconsideration or other form of administrative review and which, by its terms, or otherwise, shall have become final and effective under law, and is appealable only to a court.

10. If, by an order, the PUC denies the PUC Permanent Application herein, or approves it with a modification or restriction amounting to a denial as defined hereinabove, the parties, or either of them, may, but need not, appeal said order to the highest administrative level. The party choosing to take such an appeal shall pay the costs thereof, and the other party shall cooperate therein. There shall be no obligation however, on the part of a party to appeal beyond the PUC to a court, and such appeal may be prosecuted only with the consent of both parties. If, by an order, the ICC denies the Permanent Application, or approves it with a modification or restriction amounting to a denial as defined hereinabove, a petition for reconsideration or other administrative action, or appeal to a court, may be prosecuted only with the consent of both parties.

11. Because of Seller's inability to maintain continuing service to its customers, the parties recognize that there is an immediate and urgent need for Buyer to commence operations, so as to assure a reasonably continuous service to the public under the Rights. Accordingly, the parties shall cooperate fully so as to enable Buyer, if it so chooses, to assemble, file and prosecute the ETA Applications and TA Applications. Said cooperation shall include, but not be limited to, issuing and executing Affidavits in support of Buyer's ETA Applications and TA Applications, if any.

12(a). If, and only if, the PUC grants the PUC ETA Application, Buyer shall lease the Equipment from Seller for the sum of \$100.00 per week, payable in advance (the "Lease"). Said Lease shall commence on the later of July 1, 1988 or the date on which the parties have both completed compliance with the terms of the PUC Order granting the ETA. From and after the date on which the Lease commences, it shall be Buyer's responsibility to maintain insurance on the Trucks. This Agreement, and the parties' obligation to close hereunder, shall not be voided or impaired in the event of any damage to the Trucks in operations under the Lease.

12(b). Upon approval of the ICC Application for Temporary Authority, Buyer shall pay to Seller the sum of \$25.00 per month (pro-rated on a per diem basis for partial month) for the lease from Seller of Seller's ICC Rights; provided, however, that Buyer shall have no obligation to make such payments unless and until the Buyer shall be authorized to operate pursuant to PUC ETA. All such payments shall cease upon the ICC's disposition of Buyer's Permanent Authority Application.

13. In the event of a denial of the PUC ETA Application, or if operations under the PUC ETA Application can not be commenced until after July 1, 1988, then, should Buyer elect, at its sole option, the parties shall enter into an agreement pursuant to which Seller shall continue to operate under the Rights, utilizing the driving services of Buyer. Such agreement shall be in -



form mutually agreeable to Buyer and Seller, and shall be in compliance with all applicable regulations of the ICC and PUC including, without limitation, the requirement that the Seller shall have sole responsibility and control of the Trucks during operations under such agreement.

14. If either or both of the Trucks become damaged prior to commencement of operations under the PUC ETA, then Buyer shall have the following options, which may be exercised singly or in any combination, at Buyer's sole election:

(a) To defer operations under emergency or regular temporary authority (whether ICC or PUC) until the Truck(s) has(ve) been repaired to Buyer's satisfaction, at Seller's sole cost and expense;

(b) To commence operations under the ETA and to lease only the undamaged Truck, if any, from Seller, in which event the Lease payments shall be reduced to \$50.00 per week, or, if both Trucks are damaged, then no sums shall be payable under the Lease;

(c) To proceed with settlement hereunder, but to exclude from the Assets being purchased the damaged Truck, in which event the Purchase Price shall be reduced by \$17,500.00 in the case of the 1985 Truck, or by \$16,000.00 in the case of the 1983 Truck, or by \$40,000.00 in the case of damage to both trucks;

(d) To proceed with settlement hereunder without reduction in the Purchase Price, and to accept the conveyance of both Trucks, in which event Seller shall assign all of its rights in any insurance proceeds to Buyer.

In no event shall damage to either or both Trucks affect the parties' obligations to proceed with settlement hereunder.

15. Seller, Eva and ~~Johnathan~~<sup>*J. Johnson*</sup>, jointly and severally, represent to Buyer:

(a) Seller is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania and has authority to execute and deliver this Agreement and to consummate the transactions herein contemplated.

(b) The shareholders and Board of Directors of Seller have unanimously approved this Agreement and the transactions herein contemplated and have authorized its execution, delivery and consummation.

(c) Seller has good and marketable title to, and owns outright, the Assets being sold to Buyer hereunder, free and clear of all liens, encumbrances, pledges, security interests, charges, debts, obligations and claims of any kind or character whatsoever.

(d) The execution and delivery of this Agreement, and the consummation of the transactions contemplated herein, do not violate any contract or agreement to which Seller or Eva or Johnathan is a party, or any law, rule or regulation to which Seller or Eva or ~~Johnathan~~<sup>*J. Johnson*</sup> is subject.

(e) No person or entity other than Eva or ~~Johnathan~~<sup>*J. Johnson*</sup> has any ownership interest in Seller, or the right to acquire any ownership interest in Seller, or in any of the issued and outstanding shares of stock of Seller.

(f) Neither Seller nor Eva nor ~~Jonathan~~ <sup>J. Johnson</sup> is a party to any agreement, oral or written, which would prevent the execution, delivery and consummation of this Agreement or the transaction contemplated hereby, or which might require the consent, approval or permission of any person or entity, or notice to any person or entity, of the execution, delivery and consummation of this Agreement and the transaction contemplated hereby, except the ICC and PUC.

(g) Prior to ceasing their operations on or about January 1, 1988, neither Seller nor Eva nor ~~Jonathan~~ <sup>J. Johnson</sup> had been notified by any of the customers of Seller that any person or entity intended to discontinue or reduce the amount of any such business heretofore done with Seller.

(h) Seller is not now insolvent or unable to pay its debts as they mature and will not be rendered insolvent as a result of this transaction.

(i) The debts, obligations and accounts payable of Seller are current, and Seller now has sufficient assets, property and funds to pay its debts, obligations and accounts payable as and when due, and Seller will continue to have sufficient assets, property and funds to so do immediately after the settlement date hereunder.

(j) None of the customers identified in the Customer List are indebted to Seller for any sums on account of transportation services rendered or arranged by Seller.

(k) There are no proceedings pending which might ad-

versely affect the Rights, and the Rights are in full force and effect.

(1) Seller is in compliance with all requirements of the ICC and PUC and such compliance will be maintained until settlement hereunder. This shall include filing, when due, of any and all annual, assessment and/or other reports required to be filed by Seller with the ICC and/or PUC, the payment when due of any and all fees, charges and assessments due to the ICC and/or PUC from Seller, and the maintenance in effect of all insurance required by regulation of the ICC and/or PUC or under applicable statute.

16. (a) Seller, Eva and ~~Jonathan~~  
*J. J. Johnson*, jointly and severally, shall and do indemnify, hold harmless and defend Buyer from and against any demands, claims, damages, liabilities, losses, causes, charges, costs and expenses (including reasonable attorneys' fees), arising from, out of, incidental or related to, or in respect of:

(i) Any damage or deficiency resulting from any misrepresentation, breach of warranty or nonfulfillment of any covenant or agreement on the part of either of them under this Agreement.

(ii) Any and all debts, obligations or liabilities of Seller arising out of the conduct of Seller's business or its affairs, whether arising before or after the date of this Agreement.

(iii) All actions, suits, proceedings, demands,

assessments, judgments, costs and expenses (including reasonable attorneys' fees) incident to any of the foregoing.

(b) Buyer shall indemnify, hold harmless and defend Seller from and against any demands, claims, damages, liabilities, losses, causes, charges, costs and expenses (including reasonable attorneys' fees), arising from, out of, incidental or related to, or in respect of:

(i) Any damage or deficiency resulting from any misrepresentation, breach of warranty or nonfulfillment of any covenant or agreement on the part of it under this Agreement.

(ii) Any and all debts, obligations or liabilities of Buyer arising out of the conduct of Buyer's business or its affairs whether arising before or after the date of this Agreement.

(iii) All actions, suits, proceedings, demands, assessments, judgments, costs and expenses (including reasonable attorneys' fees) incident to any of the foregoing.

17. The obligation of Buyer to complete closing shall be subject to the following conditions (all or any of which may be waived, in whole or in part, in the sole discretion of Buyer):

(a) The representations and warranties made in this Agreement by Seller, Eva and ~~Jonathan~~ *J. Johnson* shall be true and correct on and as of the closing date with the same force and effect as though such representations and warranties had been made on and as of such date; Seller, Eva and ~~Jonathan~~ *J. Johnson* shall have performed all covenants and obligations and complied with all conditions required by this Agreement to be performed or complied with by

them on or before the closing date; and Seller, Eva and ~~Jonathan~~  
*J.M. Johnson*  
shall each have executed and delivered to Buyer a certificate,  
dated as of the closing date, to the foregoing effect.

(b) On or before the closing date, no action or proceeding shall have been instituted or threatened before any court or governmental agency to restrain or prohibit, or to obtain substantial damages in respect of, or which is related to or arises out of, this Agreement or the consummation of the transactions contemplated herein, which in the opinion of Buyer makes it inadvisable to consummate such transactions.

18. The obligation of Seller, Eva and ~~Jonathan~~  
*J.M. Johnson*  
to complete closing shall be subject to the following conditions (all or any of which may be waived, in whole or in part, in the sole discretion of Seller, Eva and ~~Jonathan~~):  
*J.M. Johnson*

(a) Buyer shall have performed or complied with all conditions of this Agreement as required to be performed or complied with on or before the closing date; and Buyer shall have executed and delivered to Seller and Eva and ~~Jonathan~~  
*J.M. Johnson*  
a certificate, dated as of closing date, to the foregoing effect.

(b) On or before the closing date, no action or proceeding shall have been instituted or threatened before any court or governmental agency to restrain or prohibit, or to obtain substantial damages in respect of, or which is related to or arises out of, this Agreement or the consummation of the transactions contemplated herein which in the opinion of Seller and Eva and ~~Jonathan~~  
*J.M. Johnson*  
makes it inadvisable to consummate such trans-

actions.

19.(a) At the closing, Seller, Eva and ~~Johnathan~~ shall cause to be delivered to Buyer:

(i) A Bill of Sale conveying the Assets to Buyer.

(ii) The Customer List.

(iii) The Titles to the Trucks.

(iv) Any and all instruments, certificates and documents as herein required or as may be reasonably requested by Buyer as appropriate to carry out this transaction, including, but not limited to, tariff adoption supplements.

(b) At the closing, Buyer shall deliver to Seller or Eva or Johnathan, as applicable, the payments required by paragraphs 4 and 22.

20. Seller, Eva and ~~Johnathan~~ jointly and severally covenant and agree that from and after the date hereof and until closing:

(a) The business of Seller and Eva and ~~Johnathan~~ will not be conducted other than in the same manner and under the same business policies as prior to the date hereof.

(b) No change will be made in the authorized capitalization of Seller.

(c) No shares of stock, warrants, options or rights of any kind to purchase shares of stock, or instruments convertible into stock, will be issued by Seller.

(d) No change will be made by Seller affecting its personnel.

(e) Seller shall preserve the good will of its customers.

21. The settlement (also sometimes referred to in this Agreement as "closing") hereunder shall take place at the offices of Adelman Lavine Gold and Levin, attorneys for Buyer, 1900 Two Penn Center Plaza, Philadelphia, PA at a time mutually agreeable to the parties, but not later than thirty days following the later of the issuance of the Order granting the ICC or PUC Permanent Application.

22.(a) Subject to closing, Seller, Eva and ~~Johnathan~~<sup>Johnathan</sup> each covenant and agree that for a period of three (3) years after the closing date, neither of them will, directly or indirectly (whether as sole proprietor, partner, stockholder, director, officer, employee, consultant, advisor or in any other capacity as principal or agent), within forty airline (40) miles of the limits of the County of Delaware, Pennsylvania, do any of the following:

(i) Compete with Buyer in any form or aspect of the moving business.

(ii) Solicit the moving business, or serve or cater to the moving needs of any of the persons, firms, or entities with which Seller has had a business relationship during the three (3) years prior to the closing date.

(iii) Influence or attempt to influence any of the customers of Seller or Buyer with which Seller or Buyer has or had a business relationship, to transfer or divert their moving



business or patronage from Seller, or Buyer, as the case may be, to any other person or entity, or cease doing business with them or any of them.

(iv) Assist, be interested in or associated with, in any capacity, any person or entity solicing the moving business of, or serving or catering to the moving needs of any persons, firms or entities referred to in paragraph 22(a)(ii).

(v) Disclose to any person or entity the names, addresses or requirements of, or the confidential information or trade secrets relating to, the persons, firms or entities referred to in paragraph 22(a)(ii) including, but not limited to, the information included in the Customer List.

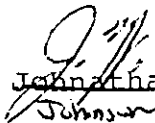
(vi) In any other manner interfere with, disrupt or attempt to disrupt the relationship, contractual or otherwise, between Buyer and any of the present or former customers with which Seller has or had a business relationship.

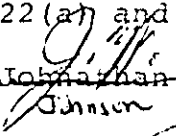
(b) For a period of eight (8) months from the date hereof, Seller, Eva and ~~Jonathan~~ <sup>J.M.</sup> each covenant and agree:

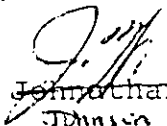
(i) To refer to Buyer all requests or needs for moving services, performance of which is to take place after July 1, 1988, which may come to their attention, and to advise all persons requesting or needing such moving services that Buyer has taken over all of Seller's former moving operations.

<sup>J.M.</sup> (ii) That, upon request by Buyer, Seller and Eva and ~~Jonathan~~ <sup>J.M.</sup> shall serve as supporting witnesses for Buyer's ETA, TA and/or Permanent Applications to the ICC and PUC, and

shall appear and testify at any and all hearings in support of such Applications.

(c) Seller, Eva and ~~Jonathan~~  each acknowledge that the periods of restriction and the geographic areas of restriction imposed by the provisions of paragraph 22(a) are fair and reasonably required for the protection of Buyer, and they agree that any actual or threatened violations by them, or any of them, of the covenants contained in paragraph 22(a) will cause irreparable harm and damage to Buyer, and Buyer shall be entitled to injunctive relief in addition to any other remedies provided at law or in equity.

(d) In consideration of the covenants and agreements contained in paragraphs 22(a) and (b), Buyer agrees to pay to each of Seller, Eva and ~~Jonathan~~  on the closing date the sum of \$5,000.00.

(e) Seller, Eva and ~~Jonathan~~ , jointly and severally, represent and warrant to Buyer that the payments made pursuant to this paragraph 22 are intended to be, and will be treated by each of them at all times, for Federal and State income tax purposes, as ordinary income, as consideration for the covenants contained in Paragraphs 22 (a) and (b), and will not be treated or considered as a payment, directly or indirectly, for any part of the Assets sold to Buyer hereunder.

23. In the event Buyer is required by the ICC or PUC to make any payment in connection with or arising out of any failure on the part of Seller to file any document or take any action

required by the ICC or PUC to have been filed or taken, Buyer shall have the right to deduct any such sum from the Purchase Price at settlement hereunder or, if notice of such payment is not received by Buyer until after settlement has occurred, Seller shall immediately refund in full all sums paid to the ICC or PUC by Buyer on account thereof.

24. The parties represent and warrant to and among each other than no person or firm is entitled to a brokerage or other commission or fee on account of this transaction, except Motor Carriers Service Bureau, Inc. which is entitled to a brokerage commission solely from Seller, and they do indemnify and hold harmless each other from, against, and in respect of, any claim for brokerage or other commission or fee from any broker or finder who may claim to be, or have been retained by any of them in connection with, or in respect of, this transaction.

25. All statements contained in any certificate or other instrument delivered by or on behalf of any of the parties hereto, or in connection with the transaction contemplated hereby, shall be deemed to be representations and warranties by the party delivering such certificate or instrument.

26. The parties understand and acknowledge that Buyer is entering into this Agreement, and undertaking to make the payments to Seller and Eva and ~~Jonathan~~ *Johnson* herein provided, in reliance upon each and all of the covenants, representations and warranties and agreements of Seller, Eva and ~~Jonathan~~ *Johnson* contained

in this Agreement, all of which are agreed to be material and of the essence.

27. It is intended and agreed that all covenants, representations, warranties and agreements contained in this Agreement shall survive closing.

28. The parties covenant and agree that before and after closing they shall execute and deliver any and all other and further documents, and take and do all acts necessary, to carry out the terms of this Agreement. This shall include, but not be limited to, the execution by Seller upon presentation of such forms as are necessary to enable Buyer, or its assignee or nominee, to use the Seller's name or any variation or modification thereof at any time after execution of this Agreement.

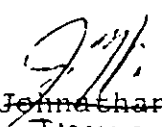
29. Notwithstanding anything herein to the contrary, should the telephone company, as a condition to referring telephone calls from Seller's telephone to that of Buyer, require payment for any of Seller's advertisements in any phone directory for the period January 1, 1988 forward, Seller and Buyer shall each bear one-half the cost of such payment through the date on which Buyer is authorized to operate pursuant to its ETA issued by the PUC. Payments for all periods following the date on which Buyer is authorized to operate pursuant to ETA issued by the PUC shall be the sole responsibility of Buyer.

30. This Agreement contains the entire understanding between the parties with respect to the subject matter hereof, and there are no agreements or understandings not set forth herein.

31. This agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

32. This Agreement may not be amended, modified, altered or rescinded except by an agreement in writing signed by the parties hereto.

33. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been given, if delivered by hand or mail, certified or registered, postage prepaid, as follows:

  
To Seller, Eva and ~~Jonathan~~ at  
219 Manchester Avenue ~~Johnson~~  
Media, PA 19063

with copies to:

Kenneth D. Sataloff, Executive Vice President  
Motor Carriers Service Bureau, Inc.  
P.O. Box 9023  
Lester, PA 19113

To Buyer:

3680 Garnet Mine Road  
Boothwyn, PA 19061

with copies to:

Barry D. Kleban, Esquire  
1900 Two Penn Center Plaza  
Philadelphia, PA 19102

Any party may change the address to which notice shall be sent to him hereunder by a notice in writing in accordance with the provisions hereof.

34. This Agreement shall be interpreted, construed and enforced under and pursuant to the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

SELLER:

Attest: Eva Winters  
Secretary

BY: Jonathan Winters  
President

Eva Winters  
EVA WINTERS

Jonathan Winters  
JONATHAN WINTERS  
JOHNSON

BUYER:

Samuel Salvatore Imburgia  
SAMUEL SALVATORE IMBURGIA

Paul A. Imburgia  
PAUL A. IMBURGIA

Salvatore J. Imburgia  
SALVATORE J. IMBURGIA

Motor Carriers Service Bureau, Inc. Escrow Agent, hereby acknowledges receipt of the \$7,500.00 escrow deposit referred to in Paragraph 4.A. above, to be held and disbursed in accordance with the terms of the foregoing Agreement of Sale.

MOTOR CARRIERS SERVICE  
BUREAU, INC.

BY: Kenneth D. Sataloff  
KENNETH D. SATALOFF,  
Executive Vice President  
Escrow Agent

EXHIBIT "A"



INTERSTATE COMMERCE COMMISSION  
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

MC-33549 Sub 1\*

WINTERS MOVERS, INCORPORATED  
MEDIA, PA

SERVICE DATE

MAR 13 1984

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

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

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

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

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

By the Commission.

(SEAL)

James H. Bayne  
Acting Secretary

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

To operate as a common carrier, by motor vehicle, in interstate or foreign commerce, over irregular routes, transporting,

Household goods, and plants and flowers,

Between points in Philadelphia, Montgomery, Bucks, Delaware, Lancaster and Chester Counties, PA., on the one hand, and, on the other, points in New Jersey, Maryland, Delaware, Virginia, and the District of Columbia.

- \* This Certificate cancels Certificate No. MC-33549 issued April 21, 1960, acquired by the above named carrier pursuant to MC-FC 79798.

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION

Application Docket No. 98137

Application of WINTERS MOVERS, INCORPORATED, a  
corporation of the Commonwealth of Pennsylvania

REPORT AND ORDER  
APPROVING SERVICE AS A MOTOR CARRIER

BY THE COMMISSION:

This matter being before the Pennsylvania Public Utility Commission upon application of WINTERS MOVERS, INCORPORATED, a corporation of the Commonwealth of Pennsylvania, received August 8, 1973, to operate motor vehicles as a common carrier, 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 EVA LOU JOHNSON, trading and doing business as WINTERS, under report and order issued at A.76701, Folder 1, Am-C on January 20, 1951 and the certificate of public convenience issued thereunder, as modified and amended, which certificate will be subsequently cancelled as of the date of this order upon compliance with the tariff and insurance requirements of the Commission by WINTERS MOVERS, INCORPORATED, a corporation of the Commonwealth of Pennsylvania, the Commission finds and determines that approval of the application limited to the following rights:

To transport, as a Class D carrier, household goods in use from points in the borough of Media, Delaware County, and within a radius of five (5) miles thereof to other points in said borough and within ten (10) miles by the usually traveled highways of the limits of the said borough, and vice versa, excluding service to or from points in the city of Chester, Delaware County, except as otherwise authorized.

To transport, as a Class D carrier, property for Railway Express Agency, Inc., from points in the boroughs of Media and Swarthmore, Delaware County, to points in the borough of Media and within ten (10) miles by the usually traveled highways of the limits of said boroughs, excluding points in the city of Chester, Delaware County, and the city of Philadelphia.

To transport, as a Class D carrier, household goods and office furniture in use from points in the city of Philadelphia to points within twenty (20) miles by the usually traveled highways of the limits of the said city, and vice versa.

To transport, as a Class D carrier, household goods and office furniture, in use, in less-than-truckload lots, from points in the borough of Media, Delaware County, and points within an airline distance of five (5) statute miles of the limits of said borough on and south of U.S. Highway Route 1 and from points within an airline distance of ten (10) statute miles of the limits of said borough on and north of U.S. Highway Route 1, to other points in the said borough and within forty (40) miles of the point of origin, and vice versa.

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

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 property and rights 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 the accounts of the transferee shall reflect the same book values as the records of the transferor at the effective date of the transfer, any previously recorded appreciation having been deleted therefrom; provided that the applicant shall not record in its utility accounts any amounts representing the rights herein granted in excess of the actual cost of such rights to the original holder thereof.

THIRD: That the certificate holder shall comply with all of 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, December 19, 1973, IT IS ORDERED: That upon compliance with the requirements of the Public Utility Law relating to insurance and the filing and acceptance of a tariff establishing just and reasonable rates, 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

ATTEST:

*George A. Bloom*  
Chairman

*Will Fisher*

Secretary

Order Adopted: December 19, 1973  
Order Entered: January 15, 1974

**ARTICLES OF INCORPORATION**  
(PREPARE IN TRIPLICATE)

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. 2908 B)

**HERITAGE MOVING SYSTEMS, INC.**

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

Route 202 1/4 Mile South of Route 1

012 CITY

Concordville

033 COUNTY

Delaware

013 STATE

PA

064 ZIP CODE

19331

050 EXPLAIN THE PURPOSE OR PURPOSES OF THE CORPORATION

To engage in and to do any lawful act concerning any and all lawful business for which corporations may be incorporated under the Pennsylvania Business Corporation Law, Act of May 5, 1983, P.L. 364, as amended.

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

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

040 Number and Class of Shares

10,000 shares common

041 Stated Par Value Per Share If Any

\$1.00

042 Total Authorized Capital

\$10,000.00

031 Term of Existence

perpetual

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

060 Name	061, 062 063, 064 Address	(Street, City, State, Zip Code)	Number & Class of Shares
Barry D. Kleban	1900 Two Penn Center Plaza Philadelphia, PA 19102-1799		1 common.

(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 6th DAY OF June 1988

*Barry D Kleban*

- FOR OFFICE USE ONLY -

030 FILED	002 CODE	003 REV BOX	SEQUENTIAL NO.	100 MICROFILM NUMBER	
	REVIEWED BY	004 SICC	AMOUNT	001 CORPORATION NUMBER	
	DATE APPROVED		\$		
	DATE REJECTED	CERTIFY TO	INPUT BY	LOG IN	LOG IN (REFILE)
	MAILED BY DATE	<input type="checkbox"/> REV. <input type="checkbox"/> L & I <input type="checkbox"/> OTHER	VERIFIED BY	LOG OUT	LOG OUT (REFILE)

Secretary of the Commonwealth  
Department of State  
Commonwealth of Pennsylvania

1. The following provisions shall regulate the status of the corporation as a close corporation:
  - (a) (Strike out (i) or (ii) below, whichever is not applicable.)
    - (i) All of the issued shares of the corporation of all classes, exclusive of treasury shares, shall be held of record by not more than \_\_\_\_\_ persons.  
(NUMBER NOT TO EXCEED 30)
    - (ii) All of the issued shares of the corporation of all classes, exclusive of treasury shares, shall be held of record by not more than the smaller of twenty-five "shareholders" within the meaning of Subchapter S of the Internal Revenue Code of 1954, as amended, or 30 persons.
  - (b) All of the issued shares of all classes of the corporation shall be subject to one or more of the restrictions on transfer permitted by section 613.1 of the Business Corporation Law (15 P.S. §1613.1).
  - (c) The corporation shall make no offering of any of its shares of any class which would constitute a "public offering" within the meaning of the Securities Act of 1933, as amended.
2. (Optional: BCL §372B) A person (other than an estate) who is not an "individual" or who is a "non-resident alien," in either case within the meaning of the Internal Revenue Code of 1954, as amended ("Code"), shall not be entitled to be a holder of record of shares of the corporation. Only a person whose consent is currently in effect to the election of the corporation to be treated as an electing small business corporation under Subchapter S of the Code and a shareholder who has not affirmatively refused to consent to the election within sixty days after he acquires his stock, shall be entitled to be a holder of record of shares of the corporation.
3. (Optional: BCL §382) The business and affairs of the corporation shall be managed by the shareholders of the corporation rather than by a board of directors.
4. (Optional: BCL §376B) The status of the corporation as a "close corporation" within the meaning of the Business Corporation Law shall not be terminated without the affirmative vote or written consent of (all holders of) (shareholders holding \_\_\_\_\_ of the) shares of all classes of the corporation.  
(FRACTION AT LEAST TWO-THIRDS)
5. (Optional: BCL §384B) (Any shareholder) (shareholders holding \_\_\_\_\_ of the shares) of the corporation may apply for the appointment of a provisional director of the corporation in the manner and upon the circumstances provided by statute.  
(FRACTION)
6. (Optional: BCL §386) (Any shareholder) (shareholders holding \_\_\_\_\_ of the shares) of the corporation shall have the right at will to cause the corporation to be dissolved by proceeding in the manner provided by statute.  
(FRACTION)

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

FILING FEE:  Corporate/Individual — \$68.00  
 Corporation \$40.00  
 Individual \$25.00  
 Check Enclosed  
 Charge Account # \_\_\_\_\_

In compliance with the requirements of Section 311 of Act 1982-295 (54 Pa. C.S. §311), this undersigned entity(ies) desiring to carry on or conduct a business in this Commonwealth under an assumed or fictitious name, style or designation, does (do) hereby certify that:

1. Fictitious Name: WINTERS MOVERS  
 2. Address of the principal place of business: (including street and number) \_\_\_\_\_ (County)  
P.O. Box \_\_\_\_\_, Route 202 1/4 Mi. S. of Rt. 1, Concordville, Del., PA 19331

3. Brief statement of the character or nature of the business:  
Transportation of freight by motor vehicle.

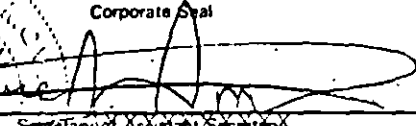
4. Individual or individuals interested in the business: (name and address)  
 (NAME) (NUMBER) (STREET) (CITY) (STATE) (ZIP CODE)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_


5. Entity other than an individual interested in the business:  
 (NAME) (FORM OF ENTITY) ORGANIZING ADDRESS IN JURIS. REGISTERED OFFICE  
 JURISDICTION (if any)  
Heritage Moving Systems, Inc., Corp. - PA Same as above Same as above

6. I am familiar with the provisions of Section 332 of the Fictitious Names Act and understand that filing under the Act does not create any exclusive or other right to the fictitious name.

7. Agent, if any, authorized to execute amendments, withdrawals, or cancellations.

IN TESTIMONY WHEREOF, the undersigned have caused this registration to be executed this 6<sup>th</sup> day of June, 19 88.

Individual \_\_\_\_\_  
 Individual \_\_\_\_\_  
 Individual \_\_\_\_\_  
 BY:   
 Secretary of Assistant Secretary  
 Corporate Seal  
 Secretary of Assistant Secretary

Individual \_\_\_\_\_  
 Individual \_\_\_\_\_  
 HERITAGE MOVING SYSTEMS, INC.  
 Name of Corporation  
 BY:   
 President & Vice President  
 Name of Corporation \_\_\_\_\_  
 President or Vice President

— FOR OFFICE USE ONLY —

030 FILED	002 CODE	003 REV BOX	SEQUENTIAL NO.	100 MICROFILM NUMBER	
	REVIEWED BY	004 SICC	AMOUNT	001 CORPORATION NUMBER	
	DATE APPROVED		\$		
	DATE REJECTED	CERTIFY TO	INPUT BY	LOG IN	LOG IN (REFILE)
		<input type="checkbox"/> REV.			
	MAILED BY DATE	<input type="checkbox"/> L & I	VERIFIED BY	LOG OUT	LOG OUT (REFILE)
		<input type="checkbox"/> OTHER			





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

Dick Thornburgh  
Governor

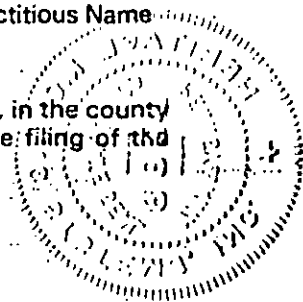
William R. Davis  
Secretary of the Commonwealth

Wayne L. Dietrich  
Director, Corporation Bureau

### APPLYING FOR A FICTITIOUS NAME

The Pennsylvania Department of State is the granting authority for entities doing business under an assumed or fictitious name, and is the storehouse for those papers and other related papers. In order to do business under an assumed or fictitious name in Pennsylvania.

1. Prepare an application for Conducting Business Under an Assumed or Fictitious Name in the proper format, as prescribed in Title 54, Pa. Consolidated Statutes §311, and exemplified in the form DSCB:54-311.
2. Send the following documents to the Secretary of the Commonwealth, William R. Davis, Room 308, North Office Building, Harrisburg, PA 17120, either by mail or in person:
  - a. The application for Conducting Business Under an Assumed or Fictitious Name.
  - b. A draft or money order payable to the Secretary of the Commonwealth in payment of the filing fee: \$25.00 for individuals, \$40.00 for corporations, and \$65.00 for corporate/individual. (CASH NOT ACCEPTED)
3. The Secretary of the Commonwealth will review, file, copy and microfilm and return the Fictitious Name Registration properly endorsed. NO CERTIFICATE WILL BE ISSUED.
4. Publish in a newspaper of general circulation and the legal newspaper if any, in English, in the county where the principal office or place of business is located, the intention to file or the filing of the application. (Only for individuals.)



Filing Fee: None

Consent to Use of  
Similar Name

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF STATE  
CORPORATION BUREAU

Pursuant to 19 Pa. Code §17.3 (relating to use of a deceptively similar name) the undersigned corporation, desiring to consent to the use by another corporation of a name which is deceptively similar to its name, does hereby certify that:

1. The name of the corporation executing this Consent to Use of Similar Name is:

WINTERS MOVERS, INCORPORATED

2. The address of the registered office of the corporation is (the Department of State is hereby authorized to correct the following statement to conform to the records of the Department):

<u>219</u>	<u>Manchester Avenue</u>		
(NUMBER)	(STREET)		
<u>Media,</u>		<u>Pennsylvania</u>	<u>19063</u>
(CITY)			(ZIP CODE)

3. The date of its incorporation is: December 19, 1973

4. The statute under which it was incorporated is:

Pa. Business Corporation Law, P.L. 364, Act of May 5, 1933

5. The corporation(s) entitled to the benefit of this Consent to Use of Similar Name is (are):

Heritage Moving Systems, Inc.

6. A check in this box:  indicates that the corporation executing this Consent to Use of Similar Name is the parent or prime affiliate of a group of corporations using the same name with geographic or other designations, and that such corporation is authorized to and does hereby act on behalf of all such affiliated corporations, including the following (see 19 Pa. Code §17.3(c)(6)):

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IN TESTIMONY WHEREOF, the undersigned corporation has caused this consent to be signed by a duly authorized officer and its corporate seal, duly attested by another such officer, to be hereunto affixed, this 8th day of June, 1988.

WINTERS MOVERS, INCORPORATED

(NAME OF CORPORATION)

By: X

Johnson Winters

(SIGNATURE)

(TITLE: PRESIDENT, VICE-PRESIDENT, ETC.)

Attest:

Eve Winters

(SIGNATURE)

(TITLE: SECRETARY, ASSISTANT SECRETARY, ETC.)

X (CORPORATE SEAL)

INSTRUCTIONS FOR COMPLETING FORM:

Where this form is executed by an unincorporated body which has registered its name pursuant to statute (see 19 Pa. Code §17.101 et seq.) the language of the form should be modified accordingly, and a seal need be affixed only where the unincorporated body has adopted a seal.

HERITAGE MOVING SYSTEMS, INC.

OFFICERS AND STOCKHOLDERS:

Samuel Salvatore Imburgia, President  
3680 Garnet Mine Road  
Boothwyn, PA 19061

Paul A. Imburgia, Vice President  
3680 Garnet Mine Road  
Boothwyn, PA 19061

Salvatore J. Imburgia, Secretary/Treasurer  
14 Village Drive  
Aston, PA 19014

Each of the above three officers and stockholders shall be issued 300 shares of common stock, with \$1.00 par value.

HERITAGE MOVING SYSTEMS, INC.

LIST OF EQUIPMENT:

- 1 - 1985 International 24 Foot Moving Van
- 1 - 1983 International 24 Foot Moving Van

WINTERS MOVERS, INCORPORATED

UNPAID BUSINESS DEBTS

The only unpaid business debts of the Transferor, Winters Movers, Incorporated, are current items which will be paid in the ordinary course of the Seller's business as they arise, if any.

July 8, 1988

IN REPLY PLEASE  
REFER TO OUR FILE

Barry D. Kleban  
Attorney at Law  
1900 Two Penn Center Plaza  
Philadelphia, PA 19102

In Re: A-00108185 - Application of Heritage Moving Systems, t/d/b/a Winters  
Movers

Dear Sir:

Acknowledgement is made of an application filed by you for permanent and temporary authority on behalf of Heritage Moving Systems, t/d/b/a Winters Moving for the rights of Movers Incorporated.

The application has been cationed as attached and will be submitted for review, provided no protests are filed on or before August 1, 1988. If protests are filed, you will be advised as to further procedure.

This application is accepted with the understanding that Winters Movers, Incorporated will continue to render the service covered by its 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 July 9, 1988.

Very truly yours,

David Ehrhart  
Supervisor - Application Section  
Bureau of Transportation

DE:rp  
cc: Applicant  
Route 202 1/4th mile South of Route 1  
Concordville, PA 19331

DOCUMENT  
FOLDER

<b>DOCKETED</b> APPLICATION DOCKET JUL 11 1988 ENTRY No. <i>ME</i>
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A-00108185 HERITAGE MOVING SYSTEMS, INC., t/d/b/a WINTERS MOVERS (Route 202 1/4th mile south of Route 1, Concordville, Delaware County, PA 19331), a corporation of the Commonwealth of Pennsylvania - (1) household goods in use from points in the borough of Media, Delaware County, and within a radius of five (5) miles thereof to other points in said borough and within ten (10) miles by the usually traveled highways of the limits of the said borough, and vice versa, excluding service to or from points in the city of Chester, Delaware County, except as otherwise authorized; (2) property for Railway Express Agency, Inc., from points in the boroughs of Media and Swarthmore, Delaware County, to points in the borough of Media and within ten (10) miles by the usually traveled highways of the limits of said boroughs, excluding points in the city of Chester, Delaware County, and the city of Philadelphia; (3) household goods and office furniture in use from points in the city of Philadelphia to points within twenty (20) miles by the usually traveled highways of the limits of the said city, and vice versa; and (4) household goods and office furniture, in use, in less-than-truckload lots, from points in the borough of Media, Delaware County, and points within an airline distance of five (5) statute miles of the limits of said borough on and south of U.S. Highway Route 1 and from points within an airline distance of ten (10) statute miles of the limits of said borough on and north of U.S. Highway Route 1, to other points in said borough and within forty (40) miles of the point of origin, and vice versa; which is to be a transfer of the rights authorized under the certificate issued at A-00098137 to Winters Movers, Incorporated, a corporation of the Commonwealth of Pennsylvania, subject to the same limitations and conditions. APPLICATION FOR TEMPORARY AUTHORITY HAS BEEN FILED AT A-00108185, SEEKING THE RIGHTS CITED ABOVE. Attorney: Barry D. Kleban, 1900 Two Penn Center Plaza, Philadelphia, PA 19102.



PENNSYLVANIA  
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

DATE \_\_\_\_\_

SERVICE \_\_\_\_\_

JUL - 9 1988

BUREAU OF TRANSPORTATION  
COMMON CARRIER  
JUNE 1988

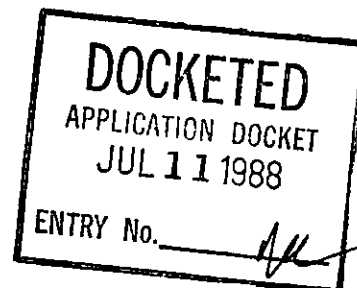
A-00108185

Application of Heritage Moving Systems, Inc., t/d/b/a Winters Movers, a corporation of the Commonwealth of Pennsylvania, for the right to begin to transport, as a common carrier, by motor vehicle, (1) household goods in use from points in the borough of Media, Delaware County, and within a radius of five (5) miles thereof to other points in said borough and within ten (10) miles by the usually traveled highways of the limits of the said borough, and vice versa, excluding service to or from points in the city of Chester, Delaware County, except as otherwise authorized; (2) property for Railway Express Agency, Inc., from points in the boroughs of Media and Swarthmore, Delaware County, to points in the borough of Media and within ten (10) miles by the usually traveled highways of the limits of said boroughs, excluding points in the city of Chester, Delaware County, and the city of Philadelphia; (3) household goods and office furniture in use from points in the city of Philadelphia to points within twenty (20) miles by the usually traveled highways of the limits of the said city, and vice versa; and (4) household goods and office furniture, in use, in less-than-truckload lots, from points in the borough of Media, Delaware County, and points within an airline distance of five (5) statute miles of the limits of said borough on and south of U.S. Highway Route 1 and from points within an airline distance of ten (10) statute miles of the limits of said borough on and north of U.S. Highway Route 1, to other points in said borough and within forty (40) miles of the point of origin, and vice versa; which is to be a transfer of the rights authorized under the certificate issued at A-00098137 to Winters Movers, Incorporated, a corporation of the Commonwealth of Pennsylvania, subject to the same limitations and conditions. APPLICATION FOR TEMPORARY AUTHORITY HAS BEEN FILED AT A-00108185, SEEKING THE RIGHTS CITED ABOVE.

FW:np  
6/17/88

Application received: 6/10/88  
Application docketed: 6/16/88  
TA Application received: 6/10/88  
TA Application docketed: 6/16/88

NH



AUG - 1 1988

TA

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.

DOCUMENT  
FOLDER

# 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.

Heritage Moving Systems, Inc.  
Route 202  
Concordville, PA 19321

Date July 14, 1988

CR 130723 A

DOCUMENT  
FOLDER

DOCKETED  
JUL 15 1988

In re application of Heritage Moving Systems, Inc.,  
ta Winters Movers  
A-00108185.....\$125.00

Revenue account 001780-017601-102 (ck)

ck 584

Checks \$125.00 Currency \_\_\_\_\_

Utility account 50:26

C. Joseph Meisigner  
For Department of Revenue