

LONNY CADES, ESQ.

699 Longview Drive
Huntingdon Valley, Pennsylvania 19006
(215) 947-7874



December 14, 1987

RECEIVED

DEC 17 1987

SECRETARYS OFFICE
Public Utility Commission

A-109747
F2

Pennsylvania Public Utility Commission
North Office Building
Harrisburg, Pennsylvania 17120

RE: Robert P. Scott Professional Moving Van Service Co.

Gentlemen:

Enclosed please find an original and two fully executed copies of an Application for Approval of Transfer and Exercise of Common or Contract Carrier Rights. I am also enclosing my client's personal money order made payable to the Pennsylvania Public Utility Commission in the amount of \$125 to cover the filing cost.

Please contact me if you require any additional information or documentation relating to this application.

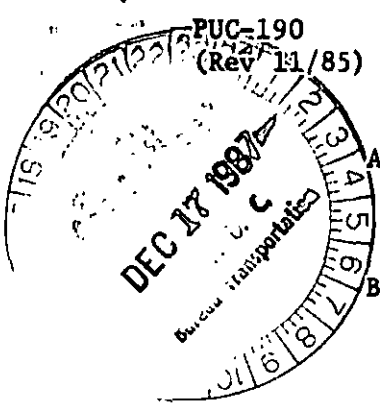
Very truly yours,

LONNY CADES

LC/lp
Enclosure
cc: Robert P. Scott

CERTIFIED MAIL
RETURN RECEIPT
REQUESTED #P440045669





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DEC 17 1987

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 Robert P. Scott Professional Moving Van Service Co.
(Applicant/Transferee)

for approval of the transfer and to exercise the right

as a common carrier, described at Docket
common-contract

No. A68090, Folder No. 3, issued to

Robert W. Badey
Transferor

for transportation of property
persons-property

PUC Use Only
Docket No. 107747
Folder No. 2

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

APPL. 107747 w/d
11/10/87
COMPL.
MVIC.
CHECKED BY law

1. Robert P. Scott Professional Moving Van Service Co.
(Full and correct name of applicant/transferee)

2. _____
(Trade name, if any)

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

Commonwealth on _____ (date) (attach copy of stamped registration form)

3. 4602 Gary Drive
(Business Street Address) (P.O. Box, if any)

Bristol PA 19007 215-785-6442
City State Zip Telephone

4. Applicant's attorney (for this application) is:
Lonny Cades, Esquire 699 Longview Drive Huntingdon Valley, PA 19006 215-9477874
(Name) (Address) (Telephone)

5. Any notice, process or order of the PUC should be served upon:
Robert Scott 4602 Gary Drive, Bristol, PA 19007
(Name) (Address)

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. _____

DOCUMENT
FOLDER

BEGINNING

DOCKETED
APPLICATION DOCKET
JAN 6 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 April 21, 1987 (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.

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 sale and purchase of operating rights

12. The total amount of consideration to be paid is \$12,000.00 and was determined as follows: public utility rights - \$500;
truck - \$10,500; equipment - \$500; restrictive covenant - \$500

and will be paid as follows: has been paid in full

13. Applicant is financially able to furnish adequate service to the public and submits Schedule "C" as a statement of financial condition.

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

- Sales Agreement. (Required)
- Partnership Agreement.
- Trade Name registration certificate.
- Certificate of Incorporation or Authority.
- Statement of corporate charter purpose.
- List of corporate officers and stockholders.
- List of equipment to be used to render service. (summarize by type)
- Operating authority to be transferred/~~retained~~.
- Equipment and other property to be transferred. (Schedules "A" & "B")
- Statement of Financial Condition (Schedule "C")
- Bilateral contract(s), if transferring contract carrier rights.
- Statement of unpaid business debts of transferor and how they will be satisfied.
- Copy of short form certificate showing date of death of transferor and name of executor/trix.

15. Transferor attests that all general assessments and fines are paid, that no annual reports are due and agrees to continue to render the service which is to be transferred until this application is approved, whereupon transferor will surrender said certificate or permit for cancellation.

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

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

Transferee sign here:
(Corporate Seal)

Robert P. Smith
(each partner must sign)

12-4-87
(Date)

Transferor sign here:
(Corporate Seal)

X Robert W. Godley
12-4-87

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 :

ROBERT P SCOTT, being duly sworn (affirmed) according to law, deposes and says that he is VICE-PRES of ROBERT P SCOTT (Office of Affiant) PROFESSIONAL MOVING VAN SERVICE CO.; 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 ROBERT P SCOTT / PROFESSIONAL MOVING VAN SERVICE CO. (Name of Corporation)

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

X Robert P. Scott
Signature of Affiant

Sworn and subscribed before me this 4/14

day of DEC 1987

My Commission Expires _____

[Signature]
Signature of Official Administering Oath

FRANK M. SCORNAIENCHI, NOTARY PUBLIC
PHILADELPHIA, PHILADELPHIA COUNTY
MY COMMISSION EXPIRES AUG. 15, 1991
Member, Pennsylvania Association of Notaries

THIS MUST BE COMPLETED BY NOTARY PUBLIC

AFFIDAVIT OF TRANSFEROR/SELLER (Natural Person)

COMMONWEALTH OF PENNSYLVANIA :
Philadelphia County : ss:

Robert W. BADEY, 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.

Robert W. BADEY
Signature of Affiant

Sworn and subscribed before me this 4th day of Dec 1987

My Commission Expires _____

FRANK M. SCORNAIENCHI, NOTARY PUBLIC
PHILADELPHIA, PHILADELPHIA COUNTY
MY COMMISSION EXPIRES AUG. 15, 1991
Member, Pennsylvania Association of Notaries

[Signature]
Signature of Official Administering Oath

AFFIDAVIT OF TRANSFEROR/SELLER (Corporation)

COMMONWEALTH OF PENNSYLVANIA :
_____ County : ss:

_____, being duly sworn (affirmed) according to law, deposes and says that he is _____ of _____ (Office of Affiant)

_____; that he is authorized to and does make (Name of Corporation)

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

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

Signature of Affiant

Sworn and subscribed before me this _____

day of _____ 19 _____

My Commission Expires _____

Signature of Official Administering Oath

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)									
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)
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	\$	<u>12,000.00</u>
Buildings and structures	\$	<u> </u>
Other property	\$	<u> </u>
Cash	\$	<u>3,000.00</u>
Accounts receivable	\$	<u> </u>
Notes receivable	\$	<u> </u>
Materials and supplies	\$	<u>3,000.00</u>
Other assets (attach schedule)	\$	<u> </u>
Total Assets	\$	<u>18,000.00</u>

LIABILITIES

Mortgages payable	\$	<u> </u>
Equipment obligations	\$	<u> </u>
Accounts payable	\$	<u> </u>
Notes payable	\$	<u> </u>
Other liabilities (attach schedule)	\$	<u> </u>
Reserve for depreciation - motor vehicles	\$	<u> </u>
Reserve for depreciation - buildings & structures	\$	<u> </u>
Reserve for depreciation - other	\$	<u> </u>
Net worth (individual or partnership)	\$	<u> </u>
Capital stock (corporations only)	\$	<u>1,000.00</u>
Surplus (corporations only)	\$	<u> </u>
Total Liabilities	\$	<u>1,000.00</u>

individually and jointly referred to as "Public Utility Rights";
(ii) the *International* trucks identification nos *416060490243*; (iii) *+ 4160206292583*
all customer lists, correspondences and files and the equipment
relating to the business of Seller.

[Handwritten initials]

b. Buyer shall not assume or in any way be

responsible for...



ric

ASSET PURCHASE AGREEMENT

RECEIVED

DEC 17 1987

Agreement made this *9* day of *May*

SECRETARY'S OFFICE
Public Utility Commission

between ROBERT BADEY (hereinafter referred to as "Seller") and
ROBERT P. SCOTT PROFESSIONAL MOVING VAN SERVICE CO., a corporation
to be formed in Pennsylvania (hereinafter referred to as
"Buyer").

In consideration of the mutual covenants herein contained
and intending to be legally bound hereby, the parties hereto agree
as follows with respect to the sale by Seller and the purchase by
Buyer of the business and specified assets of Seller.

ARTICLE ONE: Sale and Purchase of Assets

1.01. Sale and Purchase of Assets. At the closing here-
under (hereinafter referred to "Closing"), subject to the terms
and conditions hereinafter set forth, Seller shall sell and convey
to Buyer, and Buyer shall purchase, for the sum of Twelve Thousand
~~Five~~ Hundred (\$12,000.00) Dollars;

R.P.S.
[Handwritten initials]

a. All of the assets set forth in Exhibit "A"
attached hereto and made a part hereof (hereinafter referred to as
"Assets") of Seller, except cash and accounts receivable,
including specifically (i) the Certificate Of Public Convenience
from the Pennsylvania Public Utility Commission, the Equipment
Certificate from the Pennsylvania Public Utility Commission, No.
A 68090
~~MC69521~~ and the order of the Interstate Commerce Commission at
MC69521
~~M.C.R.C. 24178~~, copies of all of which are attached hereto and
made a part hereof as Exhibit "B" and which are hereinafter

[Handwritten initials]

transfer of all of the Public Utility Rights on or before the
__30__ day of __Sept____, 1987, Seller and/or Buyer each have the
option of terminating this Agreement in writing to the other
party. In the event either party does not terminate this
Agreement as aforesaid, the Agreement shall remain in full force
and effect until such time as one party terminates the Agreement
in writing.

ARTICLE THREE: Closing

3.01 Closing: Delivery and Payment for the Assets.

The Closing shall take place at 10:00 a.m. ten (10) days after the
Public Utility Rights have been transferred to Buyer at the offices
of Lonny Cades, Esquire, or at such other time, date or place as
may be mutually agreed upon in writing by the parties.

3.02. At the Closing.

a. Seller shall execute and deliver to Buyer such
bills of sale, assignments and other documents, satisfactory in
form and substance Buyer's counsel, as may be required to effect
or evidence the sale and conveyance to Buyer of the Assets to be
acquired by it hereunder, free and clear of all claims, liens and
encumbrances.

~~b. In payment for the Assets acquired hereunder,
Buyer's check in an amount equal to the sum of Twelve Thousand
(\$12,000.00) Dollars, less the Deposit (including any interest
which may have accrued thereon);~~

c. The parties shall take such other actions as
are required at the Closing by the terms of this Agreement.

ARTICLE FOUR: Representations and Warranties of Seller.

Seller represents and warrants as of the date of this Agreement and as of the date of Closing (unless another date is herein specified, in which case as of such date) and each of the covenants as follows:

4.01. **Authorization.** Seller has the full right, power and authority to execute, deliver and perform this Agreement.

4.02. **No Consents.** Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby require the consent or approval of, or declaration, filing or registration with, any non-governmental third party or any governmental authority.

4.03. **Properties.** Except as set forth on Exhibit "C", Seller owns (beneficially and of record) and has good and marketable title to all the Assets. None of such Assets is subject to any mortgage, pledge, lien, security interest, lease, charge, encumbrance or joint ownership.

4.04 **Taxes.** Seller has filed (a) all federal, state and local tax returns and tax reports required to be filed with appropriate governmental agencies in all jurisdictions in which such returns and reports are required to be filed and (b) fully paid all federal, state and local taxes (including any penalties or interest thereon). All taxes (including any penalties or interest) imposed by or payable to any governmental taxing authority with respect to the operations or ownership of the assets of Seller have been fully paid. All tax returns and

reports to date have been, and all returns and reports to be filed pursuant to this Article 4 shall be true and correct. Seller shall indemnify and hold harmless Buyer from any and all claims whatsoever by any federal, state or local taxing authority based on any prior return or report of Seller or any affiliate thereof or the returns or reports to be filed pursuant to this Article 4. All such indemnification shall be in the manner and to the extent provided in Articles 9 and 10. No federal income tax returns of Seller have been audited by the Internal Revenue Service during the last ten years.

4.05 Public Utility Rights. Exhibit "B" is a list of the public utility rights used by Seller. Seller has the legal right to use such public utility rights.

4.06 Warranty Claims. Except as set forth in Exhibit "C", no customer of Seller has asserted against Seller any claim of breach of express or implied warranty, misrepresentation or any other claim based on a defect in or failure of services, supplies or equipment sold or leased by Seller.

4.07 Guarantees. Except as disclosed in Exhibit "D", Seller has not guaranteed, endorsed or indemnified, and no assets of Seller have collateralized, the presently outstanding or future obligations of any person, firm or corporation. Except as disclosed in Exhibit "D", Seller nor any other person or entity has guaranteed, endorsed or indemnified the presently outstanding or future obligations of Seller.

4.08 Insurance. Attached as Exhibit "E" is a list and

brief description of all insurance policies carried by Seller and all such policies are in full force and effect. Seller has been continuously and is insured by licensed insurers with respect to its property and the conduct of its business in such amounts and against such risks as are adequate to protect its properties and business. The insurance coverage provided by such policies of insurance will not in any respect be affected by, and will not terminate or lapse by reason of, the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

4.09 Litigation. Seller is not a party to or subject to any judgment or decree entered in any proceeding enjoining it in respect of any business practice; and there is no litigation, proceeding or investigation pending, or threatened, to which Seller or any of its officers or directors in their capacities as such, is a party or which involves any of its operations, properties or assets, nor does Seller know or have any reasonable grounds to know of any basis for any such litigation, proceeding or investigation.

4.10 No Broker or Finder. Neither Seller nor any affiliate thereof has had discussions with, negotiated with, been represented by or employed any broker or finder or incurred any liability for any brokerage fees, commissions or finder's fees to any individual or entity in connection with this Agreement or any of the transactions contemplated hereby.

4.11 No Material Omission. No representation or warranty

of Seller contained in this Agreement, the Exhibits annexed hereto or any other document or instrument delivered by or on behalf of Seller to Buyer or its representatives, including auditors or counsel, in connection with the agreement or any transactions contemplated hereby, contains any untrue statement of a material fact or omits any material fact necessary to make the statements contained herein or therein not false or misleading. Seller has not failed to disclose any material information or provide or disclose to any material documents which, if disclosed or provided, might be deemed material to the Agreement or any transaction contemplated hereby.

ARTICLE FIVE: Representations and Warranties of Buyer.

Buyer represents and warrants to Seller as follows:

5.01. Organization.

a. Buyer is a corporation to be formed in accordance with the laws of the Commonwealth of Pennsylvania. Buyer shall have the corporate power and authority to own or lease all of its properties and assets and to carry on its business as it is now conducted.

ARTICLE SIX: Covenants by Seller. Seller covenants to Buyer that prior to Closing (or for such other time as is otherwise specified):

6.02. Disclosure Update. Seller shall disclose promptly any fact, event or condition (whether new or a modification of a fact, event or conditions previously disclosed) occurring after the date of execution and delivery of this Agreement if such fact,

event or condition would have been required to be disclosed at the date of the execution and delivery of this Agreement pursuant to this Agreement or any Exhibit, instrument or document related hereto. No such disclosure shall modify or limit the obligations of Seller, or the rights of Buyer, hereunder.

6.04 Tax Returns. Seller shall timely prepare and file all federal, state and local tax returns and reports of Seller required to be filed by Seller during and from the period through the Closing, subject to the right of the accountants of Buyer or any affiliate thereof to review such returns and reports for accuracy and completeness.

6.05 No Negotiations. Seller will not solicit or enter into any discussions or negotiations with, or furnish or cause to be furnished any information concerning the business or assets of Seller to any person or entity (other than Buyer or any affiliate) in connection with any merger, purchase of the capital stock of, sale of all or substantially all of the assets of, tender offer for or other takeover or business combination involving Seller.

ARTICLE SEVEN: Conditions Precedent to Buyer's Obligations Hereunder.

7.01 The obligation of Buyer to purchase the Assets hereunder is subject to the satisfaction at the Closing, or prior thereto as may be agreed upon by the parties, of the following conditions precedent:

a. The representations and warranties of Seller contained in this Agreement or in any certificate, document,

schedule or exhibit delivered pursuant hereto or in connection with the transactions contemplated hereby shall be deemed to made again at and as of the date of the Closing and shall be true and correct in all material respects (except as affected by transactions specifically contemplated herein or consented to in writing by Buyer) at and as of the date of the Closing as though originally made on that date.

b. Buyer has had all of the Public Utility Rights transferred to it.

c. No action, suit or proceeding shall be pending, or immediately threatened, by any governmental agency or body, or by any third party, seeking to restrain or prohibit the transactions contemplated in this Agreement or which seeks relief in connection with such transactions which relief could reasonably be expected materially and adversely to affect the business or assets of Seller to Buyer.

ARTICLE EIGHT.

8.01 Indemnification by Seller. Seller hereby agrees to indemnify and hold Buyer harmless from and against and reimburse and pay to Buyer the full amount of:

a. Any and all liabilities and obligations of, or claims against, Buyer or the Assets acquired by Buyer hereunder;

b. Any and all damages sustained by Buyer as a result of the decision of the parties hereto not to comply with the provisions of the Bulk Sales Laws or similar laws of any state with respect to the transactions contemplated hereby;

c. Any and all damages or deficiencies resulting from any material and adverse misrepresentation, breach of warranty or non-fulfillment of any covenant or obligation of Seller under this Agreement, or from any material and adverse misrepresentation in or omission from any schedule, exhibit, certificate or other instrument furnished to Buyer hereunder; and

d. Any claim or damage arising from a claim by any third party (including any governmental agency) based on facts not known to Seller which, if known, would have given rise to a claim of breach of the representations and warranties set forth in this Agreement.

e. Any and all actions, demands, judgments, settlements, costs, interest and legal and other expenses incident to any of the foregoing.

f. Buyer promptly shall notify Seller of the assertion by any third party of any claim to which the indemnification in this Article relates or may relate.

g. Buyer promptly shall notify Seller of Buyer's assertion of any claim for indemnification under this Agreement. In the event Seller disputes the validity and/or amount of any such claim, it shall so advise Buyer in writing within 20 days after receipt of such notice, and the matter shall promptly be submitted to arbitration in Philadelphia, Pennsylvania. The arbitration shall be governed by the rules and regulations then obtaining of the American Arbitration Association. The arbitrators may assess costs, including counsel fees, in such

manner as they deem fair and equitable. The decision of the panel shall be final and binding upon all parties, and judgment upon such decision may be entered in any court of competent jurisdiction. In the event Seller fails to give notice of a dispute as herein provided, it shall make payment in the full amount of the claim by Buyer within 20 days of the expiration of the period for giving notice of such a dispute.

ARTICLE NINE. Third-Party Claims.

9.01. **Indemnification.** Any party entitled to indemnification (the "indemnified party") under this Article 9 shall give prompt notice to the party from whom it claims indemnification (the "indemnifying party") of any third-party claim. The indemnifying party shall, within twenty (20) days of the receipt of notice, assume the defense of any such claim with counsel satisfactory to the indemnified party.

9.02. **Defense.** If the indemnifying party has assumed the defense of a third-party claim indemnifiable under this Article 9 within twenty (20) days after receipt of notice by the indemnified party, the indemnified party shall have the right, but not the obligation, to participate at its own expense in the defense of, or in any negotiation with respect to, a third-party claim. If the indemnifying party does not assume the defense of a third-party claim indemnifiable under this Article 9 within twenty (20) days notice by the indemnified party of the claim, the indemnifying party shall be obligated to pay all the reasonable fees and expenses incurred by the indemnified party in any

defense, settlement or compromise of such claim and the indemnified party shall have the right to control the defense.

9.03. Consent. In all events, no settlement or compromise of any third-party claim shall be made in any event without the written consent of both parties. Any such consent shall not be unreasonably withheld.

9.04. Notice. Failure of the indemnified party to promptly given notice of a third-prty claim for which indemnification is sought shall reduce the liability of the indemnifying party under this Article Nine only to the extent that the indemnifying party was demonstrably and materially prejudiced by a delay in notice.

9.05. Participation in Defense. The indemnified party shall have the right, but not the obligation, to participate at its own expense in the defense of, or in any negotiation with respect to a third-party claim.

ARTICLE TEN. Termination, Default and Liability. This Agreement may be terminated, and the sale and purchase of the Assets abandoned, at any time prior to consummation of the Closing by the mutual consent of the parties, in which case the Deposit (and any accrued interest) shall be returned promptly.

ARTICLE ELEVEN. Unfulfilled Conditions. In the event that any of the conditions in Articles 2, 4, 5, 6, and/or 7 hereof shall not have been fulfilled at Closing, either Seller, with respect to the conditions in Article 5, or Buyer, with respect to the conditions in Articles 2, 4, 6 and/or 7, shall have the right

either to waive such conditions and proceed in accordance with the terms of this Agreement, or, upon prompt written notice to the other party, to terminate this Agreement. If the party whose condition precedent has not been fulfilled (the "Electing Party") elects to proceed, such party nevertheless may require the other party to continue to use best efforts to fulfill the unfulfilled condition if it is within the power of such other party to do so. If the Electing Party elects to terminate, this Agreement shall become null and void without any liability to the parties, and the amount of Buyer's Deposit (including any accrued interest) shall be returned promptly by Seller to Buyer, except that: (a) if such termination is by Buyer as a result of a material breach by Seller of his representations, warranties or obligations under this Agreement, Buyer shall have the option of accepting from Seller, as liquidated damages, reimbursement for all of Buyer's out-of-pocket expenses (including reasonable fees and disbursements of counsel and accountants) incurred by Buyer in connection with this Agreement and the transactions contemplated hereby and a return of the Deposit from Seller; and (b) if such termination is by Seller due to a material breach by Buyer or of its representations, warranties or obligations under this Agreement, Seller shall be entitled, as its sole remedy, to retain as liquidated damages the Deposit (including any accrued interest).

Any dispute arising under this Article 11 which cannot be resolved by the parties shall be submitted promptly to,

and settled by, arbitration in the same manner as is provided in Article 8 hereof.

ARTICLE TWELVE. Bulk Sale.

12.01. Existing Creditors. Contemporaneously with the execution hereof, and in accordance with the provisions of the Uniform Commercial Code - Bulk Transfers, Seller shall furnish Buyer with a list of its existing creditors signed and sworn to by Seller, containing the business address and amount due to each such creditor, and also the names of all persons who are known to Seller to assert claims against it, even though such claims are disputed.

12.02. Business Name. Seller represents that within the past three (3) years, it has used no business name and had no business address other than the name Robert Badley and the address 252 W. Market, Phila., Pa 19120.

12.03. Notice to Creditors. Seller understands that, in accordance with the provisions of the Uniform Commercial Code - Bulk Transfers, Buyer intends to deliver or mail an appropriate notice to all the persons shown on the list of creditors furnished by Seller and to other persons, if any, who are known to Buyer, to hold or assert claims against Seller. Seller will cooperate with Buyer in all matters relating to such notice and shall furnish Buyer with any additional information that may be required by Buyer to satisfy the statutory provisions in this matter.

12.04. Payment of Previous Debts. The purchase price, as provided for in Article 1 hereinabove, shall be applied to pay

Seller's debts, which are shown on a sworn list or are filed with Buyer or its representative, within thirty (30) days after notice is mailed to creditors. In order to assure payment of the foregoing, the parties hereby agree that such sum as is necessary to pay Seller's creditors, including amounts which may be disputed, shall be withheld by Buyer from the purchase price payable to Seller, and deposit with Buyer's attorney, Lonny Cades, Esquire, in escrow.

12.05. Payment to Creditors. Seller covenants and agrees that all of its creditors will be paid in full. If, on or before Closing, the amount owing to Seller's creditors exceeds the purchase price set forth herein, Buyer may terminate this Agreement.

ARTICLE THIRTEEN. Investigation. All representations, warranties and agreements made by Seller and Buyer in this Agreement, or pursuant hereto, shall survive Closing. Further, the representations and warranties of Seller shall not be affected by any investigation of Seller by Buyer.

ARTICLE FOURTEEN. Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, administrators, successors and assigns; provided that neither Seller nor Buyer may assign its rights or obligations hereunder without the written consent of the other.

ARTICLE FIFTEEN. Survival. All statements, certifications, indemnifications, representations and warranties,

covenants and agreements made by the parties to this Agreement and their respective obligations to be performed pursuant to the terms hereof shall survive the Closing, notwithstanding any examination or investigation by or on behalf of any party hereto, notwithstanding any notice of a breach or a failure to perform not waived in writing, and notwithstanding the consummation of the transactions hereby contemplated with the knowledge of such breach of failure.

ARTICLE SIXTEEN. Entire Agreement. All prior and contemporaneous agreements, contracts, promises, representations and statements, if any, between the parties hereto, or their representatives with respect to the subject matter of this Agreement, are merged into this Agreement and this Agreement shall constitute the entire agreement between them. This Agreement constitutes the entire understanding between the parties and no waiver, modification or termination of the terms hereof shall be valid unless in writing signed by the party to be charged and only to the extent therein set forth.


ARTICLE SEVENTEEN. Expenses. The parties shall pay their own fees and expenses, including their own counsel fees and accountants' fees, incurred in connection with this Agreement or any transaction contemplated by this Agreement.

ARTICLE EIGHTEEN. No Waiver. No failure to exercise, and no delay in exercising, any right, power or privilege hereunder shall operate as a waiver thereof. No waiver of any breach of any provision shall be deemed to be a waiver of any preceding or

succeeding breach of the same or any other provision. No extension of time of performance of any obligation or other acts hereunder or under any other agreement shall be deemed to be an extension of the time for performance of any other obligations or any other acts. The rights and remedies of the parties under this Agreement, any Exhibits, and any certificate or document delivered pursuant to the provisions hereof, are in addition to all other rights and remedies, at law or equity, that they may have against the others.

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

ARTICLE TWENTY. Notice. Any notices or other communications required or permitted hereunder shall be in writing and shall be sufficiently given if sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows, or to such other address or addresses as may hereafter be furnished in writing by any party to the others:



Seller: Robert Badey
257 W. Redo
Phila, Pa. 19120

Buyer: Robert P. Scott Moving Van Service Co.
4602 Gary Drive
Bristol, Pa. 19007

cc: Lonny Cades, Esquire
719 Bobwhite Lane
Huntingdon Valley, Pa. 19006

ARTICLE TWENTY-ONE. Amendment. Buyer and Seller may, by

mutual agreement, amend this Agreement in any respect, and either such party may: (a) extend the time for the performance of any of the obligations of the other; (b) waive any inaccuracies in representations and warranties by the other; (c) waive compliance by the other with any of the obligations contained in this Agreement; and (d) waive the fulfillment of any condition precedent to the performance under this Agreement of the waiving party. Any such amendment, extension or waiver shall be in writing, signed by the appropriate party or parties thereto.

ARTICLE TWENTY-TWO. Counterpart. This Agreement: (a) may be executed by each party hereto upon a separate copy in which event all of such copies shall constitute a single counterpart of this Agreement; and (b) shall become effective when each of the parties has signed the same or a separate copy hereof.

ARTICLE TWENTY-THREE. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

ARTICLE TWENTY-FOUR. Exhibits. The Exhibits to this Agreement constitute a part hereof as though set forth in full above.

ARTICLE TWENTY-FIVE. Further Assurances. Each of the parties agrees that at any time, and from time to time, it shall execute, acknowledge, deliver and perform, or cause to be executed, acknowledged, delivered and performed, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be necessary or proper to carry out

the provision and intent of this Agreement.

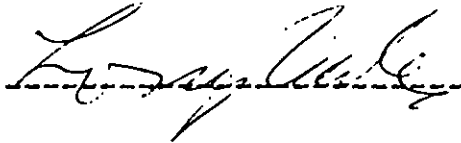
ARTICLE TWENTY-SIX. Interpretation. A provision of this Agreement which requires a party to perform an action shall be construed as requiring the party to perform the action or to cause such action to be performed. A provision of this Agreement which requires a party to refrain from taking an action shall be construed as requiring the party to refrain from taking the action and to refrain from causing such action to be taken. Wherever the term "including" is used herein, the same shall be deemed to read "including, but not limited to." The singular shall be deemed to include the plural, and the plural shall be deemed to include the singular. The agreements contained herein shall not be construed as independent covenants. "Any" shall be deemed to read "any and all" whenever applicable.

ARTICLE TWENTY-SEVEN. Severability. The parties stipulate that the terms and provisions of this Agreement are fair and reasonable as at the signing of this Agreement. However, notwithstanding that stipulation, if any one or more of the terms, provisions, covenants or restrictions of this Agreement shall be determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. If, moreover, any one or more of the provisions contained in this Agreement shall for any reason be determined by a court of competent jurisdiction to be excessively broad or vague

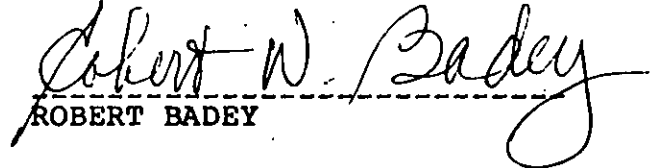
as to duration, geographical scope, activity or subject, it shall be construed, by limiting, reducing or defining it, so as to be enforceable to the extent compatible with then applicable law.

ARTICLE TWENTY-EIGHT. Operation of Business. Seller and Buyer agree that during the period that Buyer is applying for the transfer of the Public Utility Rights, Buyer shall have the right to operate the business of Seller with all income, revenues and expenses to be due to and/or borne by Buyer.

WITNESS:



SELLER:



ROBERT BADEY

BUYER:

ROBERT P. SCOTT PROFESSIONAL
MOVING VAN SERVICE CO.

By:  PRES.

Attest:  SECT.

LIST OF EXHIBITS

"A" Assets

"B" Public Utility Rights

"C" Warranty Claims

"D" Guarantees

"E" Insurance Policies

ASSETS

Set forth in Agreement

AS
PWB.

PUBLIC UTILITY RIGHTS

Set forth in Agreement

~~RS.~~

AND

WARRANTY CLAIMS

NONE

~~PPS~~
PMB

GUARANTEES

NONE

RPS.

RWS.

EXHIBIT "D"

INSURANCE POLICIES

NONE

Handwritten initials/signature

EXHIBIT "E"



Commonwealth of Pennsylvania
Department of State



CERTIFICATE OF INCORPORATION

Office of the Secretary of the Commonwealth

To All to Whom These Presents Shall Come, Greeting:

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

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

ROBERT P. SCOTT PROFESSIONAL MOVING VAN SERVICE CO.

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

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



Given under my Hand and the Great Seal of the Commonwealth, at the City of Harrisburg, this 21st day of April in the year of our Lord one thousand nine hundred and eighty-seven and of the Commonwealth the two hundred eleventh

James J. Hoyt
Secretary of the Commonwealth

6975296

ARTICLES OF INCORPORATION

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

PLEASE INDICATE (CHECK ONE) TYPE OF 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)

Robert P. Scott Professional Moving Van Service Co.

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

4602 Gary Drive

012 CITY

Bristol

033 COUNTY

Bucks (09)

013 STATE

PA

064 ZIP CODE

19007

050 EXPLAIN THE PURPOSE OR PURPOSES OF THE CORPORATION

The Corporation shall have unlimited power to engage in and to do any lawful act concerning any or all lawful business for which corporations may be incorporated under the Business Corporation Law, Act of May 5, 1933, 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

1,000 shares Common

041 Stated Par Value Per Share If Any
\$1.00

042 Total Authorized Capital

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
Nancy L. Breski	100 Pine Street, Harrisburg, PA 17101	1 Share 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 21st DAY OF April, 1987.

Nancy L. Breski
Nancy L. Breski

- FOR OFFICE USE ONLY -

030 FILED APR 21 1987 <i>James J. Blayney</i> Secretary of the Commonwealth Department of State Commonwealth of Pennsylvania	002 CODE	003 REV BOX	SEQUENTIAL NO. 82315	100 MICROFILM NUMBER 87271858	
	REVIEWED BY	004 SICC	AMOUNT	001 CORPORATION NUMBER	
	DATE APPROVED		\$ 75	975296	
	DATE REJECTED	CERTIFY TO	INITIAL BY	LOG IN	LOG IN (REFILE)
	MAILED BY DATE	<input type="checkbox"/> REV <input type="checkbox"/> L & I	4/30 VERIFIED BY <i>[Signature]</i>	LOG OUT	LOG OUT (REFILE)

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)

RECEIVED
87 APR 21 PM 3:31
DEPT. OF STATE

SCHEDULE "A"

Trucks

SCHEDULE "B"

Miscellaneous File Cabinets and Desk

LIST OF OFFICERS

Donna Scott - President/Treasurer

Robert Scott - Vice President/Secretary

OFFICERS & SHARES OF STOCK

Donna Scott - President/Treasurer
4602 Gary Drive
Bristol, Pennsylvania 19007
501 Shares

Robert P. Scott - Vice President/Secretary
4602 Gary Drive
Bristol, Pennsylvania 19007
499 Shares

STATEMENT OF UNPAID BUSINESS DEBTS OF TRANSFEROR

Debts are current and any debts will
be paid from the proceeds of the transfer.

EQUIPMENT TO BE USED TO RENDER SERVICE

Two International Trucks

ID# 4160604902443

and

ID# 416080G292583

January 22, 1988

IN REPLY PLEASE
REFER TO OUR FILE

Lonny Cades
Attorney at Law
699 Longview Drive
Huntingdon Valley, PA 19006

In re: A-00107747, F. 2 - Application of Robert P. Scott Professional
Moving Van Service Co.

Dear Sir:

Acknowledgement is made of an application filed by you on behalf of Robert P. Scott Professional Moving Van Service Co. for the rights of Robert W. Badey.

The application has been captioned as attached and will be submitted for review, provided no protests are filed on or before February 16, 1988. If protests are filed, you will be advised as to further procedure.

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

You are further advised that the above application will be published in the Pennsylvania Bulletin of January 23, 1988.

Very truly yours,

David Ehrhart
Supervisor - Application Section
Bureau of Transportation

DE:RP:np

cc: Applicant
4602 Gary Drive
Bristol, PA 19007

DOCUMENT
FOLDER

DOCKETED
APPLICATION DOCKET
JAN 25 1988
ENTRY No. <u> </u>

A-00107747, Folder 2 ROBERT P. SCOTT PROFESSIONAL MOVING VAN SERVICE CO. (4602 Gary Drive, Bristol, Bucks County, PA 19007), a corporation of the Commonwealth of Pennsylvania - (1) household goods and office furniture in use between points in the city and county of Philadelphia; and (2) household goods and office furniture in use, on occasional trips, from points in the city and county of Philadelphia to other points in Pennsylvania, provided that the right, power and privilege hereby granted shall not exceed twelve (12) trips per calendar year, and each of such trips shall be reported to the Public Utility Commission; which is to be a transfer of the rights authorized under the certificate issued at A-00068090 to Robert W. Badey, subject to the same limitations and conditions. Attorney: Lonny Cades, 699 Longview Drive, Huntingdon Valley, PA 19006.

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

DATE _____

SERVICE _____

JAN 23 1988

BUREAU OF TRANSPORTATION
COMMON CARRIER
JANUARY 1988

A-00107747
F. 2

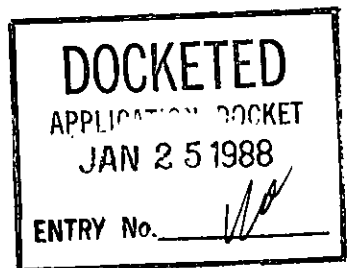
Application of Robert P. Scott Professional Moving Van Service Co., for the right to begin to transport, as a common carrier, by motor vehicle, (1) household goods and office furniture in use between points in the city and county of Philadelphia; and (2) household goods and office furniture in use, on occasional trips, from points in the city and county of Philadelphia to other points in Pennsylvania, provided that the right, power and privilege hereby granted shall not exceed twelve (12) trips per calendar year, and each of such trips shall be reported to the Public Utility Commission; which is to be a transfer of the rights authorized under the certificate issued at A-00068090 to Robert W. Badey, subject to the same limitations and conditions.

FW:np
1/6/88

Application received: 12/17/87
Application docketed: 1/6/88

NH

DOCUMENT
FOLDER



FEB 16 1988

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

PENNSYLVANIA PUBLIC UTILITY COMMISSION



RECEIPT

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

Robert P. Scott
4602 Gary Drive
Bristol, PA 19007

Date February 4, 1988

DOCKETED
FEB 05 1988

CR 127397 A

In re application of **Robert P. Scott Professional Moving Van Service Co.**
A-00107747, F.2.....\$125.00

**DOCU
FOLDER**

Revenue account 001780-017601-102 (ck)
MO 8601928 **\$125.00**
Checks _____ Currency _____
Utility account 50:26

C. Joseph Meisinger
For Department of Revenue

328 01 22



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P. O. BOX 3265, HARRISBURG, Pa. 17120

March 1, 1988

IN REPLY PLEASE
REFER TO OUR FILE

Lonny Cades
Attorney at Law
699 Longview Drive
Huntingdon Valley, PA 19006

In re: A-00107747, F. 2 - Application of Robert P. Scott
Professional Moving Van Service Co.

Dear Mr. Cades:

In studying the authority to be transferred from Robert W. Badey at A-00068090 it was noted that the authority held is in two segments, one; To transport household goods between points in the City and County of Philadelphia and, two; To make occasional trips for the transportation of household goods from points in the city and county of Philadelphia to other points in Pennsylvania, limited to twelve (12) trips per calendar year, each of which was to be reported to the Public Utility Commission.

The record does not show that the transferee, Robert W. Badey, reported any use of the authority permitting limited movements to points in Pennsylvania. Because of this apparent failure to exercise his right to this portion of the authority, this Commission proposes to eliminate that portion of the authority extant when the transfer application is processed.

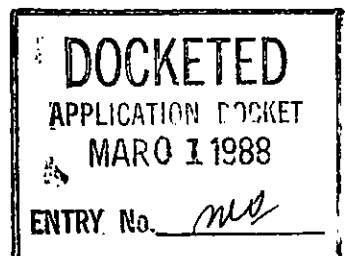
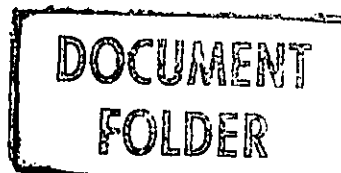
By this letter we are notifying you of the Commission's intent and granting thirty (30) days for you to offer reasons or show why the authority should not be eliminated. Questions may be directed to Douglas A. Pike, (717) 783-5947.

Very truly yours,

by Douglas A. Pike
for Peter S. Marzolf, Supervisor
Technical Review Section
Bureau of Transportation

DAP/jge

cc: Robert W. Badey
252 West Nedro Avenue
Philadelphia, PA 19120



MAR 21 1988

LONNY CADES, ESQ.

699 Longview Drive
Huntingdon Valley, Pennsylvania 19006
(215) 947-7874

March 15, 1988

Mr. Douglas A. Pike
Technical Review Section
Bureau of Transportation
Pennsylvania Public Utility Commission
Box 3265
Harrisburg, Pennsylvania 17120

RE: A-00107747, F. 2
Application of Robert P. Scott
Professional Moving Van Service Co.

Dear Mr. Pike:

I am writing you on behalf of Robert P. Scott Professional Moving Van Service Co. in response to your letter of March 1, 1988 relating to the above referenced application. My client desires to retain both segments of the authority to be transferred from Robert W. Badey at A-00068090.

During the last few years, Robert W. Badey was ill and therefore did not engage in the limited trips per calendar year as set forth in your letter. This being the case, there were no such trips to be reported to the Public Utility Commission. This was the only reason for his failure to exercise this right during the time period.

Based on the above, my client requests that the authority should not be eliminated from the authority being transferred from Robert W. Badey to Robert P. Scott Professional Moving Van Service Co.

Very truly yours,


LONNY CADES

LC/lp

cc: Robert P. Scott Professional
Moving Van Service Co.

DOCUMENT
FOLDER

DOCKETED
APPLICATION DOCKET
MAR 21 1988
ENTRY No.