

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

RECEIVED

June 30, 1988

JUL 1 1988

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

SECRETARY'S OFFICE  
Public Utility Commission

A-108228

Re: F. Ambrose Moving, Inc.

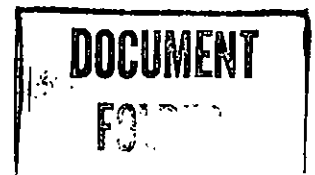
Dear Secretary Rich:

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 Transferor, a household goods mover based in Delaware County, has ceased operations. As a result, there is an immediate and urgent need for the Transferee's services to commence as promptly as possible, and that is the basis for the Application for Emergency Temporary Authority. For this reason, we urge that this matter be acted on as promptly as possible.

7/26 called atty Kleban  
not in office.  
7/26 atty Kleban called  
said it was to include  
any & all folders as per  
sales agreement.



Jerry Rich, Secretary  
June 30, 1988  
Page Two

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

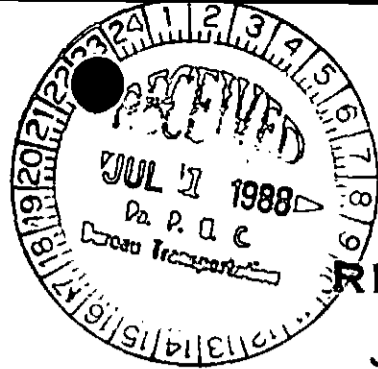
Very truly yours,

  
BARRY D. KLEBAN

BDK:db

Enclosures  
36573

cc: F. Ambrose Moving, Inc. (w/encl.)  
Vincent B. Mancini, Esquire (w/encl.)



RECEIVED

JUL 1 1988

PUC-190  
(Rev 11/85)

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

SECRETARY'S OFFICE  
Public Utility Commission

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of F. AMBROSE MOVING, INC.  
(Applicant/Transferee)

for approval of the transfer and to exercise the right

as a common carrier, described at Docket  
common-contract All folders and amendments in-  
No. A-90678, Folder No. \_\_\_\_\_ including Folder 3 & Folder 3, Am-  
endment issued to

PUC Use Only  
Docket No. A-108228  
Folder No. \_\_\_\_\_

Stillwell of Media, Pa., Inc.  
Transferor

for transportation of property  
persons-property

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

- F. Ambrose Moving, Inc.  
(Full and correct name of applicant/transferee)
- N/A  
(Trade name, if any)

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

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

- 624 Wilhelmina Avenue  
(Business Street Address) (P.O. Box, if any)

Horsham PA 19044 (215) 674-9232  
City State Zip Telephone

- Applicant's attorney (for this application) is:  
Barry D. Kleban, Esq., 1900 Two Penn Center Plaza  
(Name) (Address) (Telephone) (215) 568-7515

Any notice, process or order of the PUC should be served upon:

Barry D. Kleban, Esq., 1900 Two Penn Center Plaza  
(Name) (Address) (Telephone) (215) 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

APPL.   
COMPL.   
MVIC.

DOCKETED  
APPLICATION DOCKET

JUL 28 1988

ENTRY No. mw at Docket No. \_\_\_\_\_

CHECKED BY mw

BEGINNING

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.

Francis J. Ambrose, the owner of 1000 shares of stock of the Applicant, holds common carrier authority issued by this Commission at A-99643. However, it is not Mr. Ambrose's intention to control duplicating operating authority. Mr. Ambrose will attempt to sell those rights held in his individual capacity upon the grant of the present Application.

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 the Transferor wishes to cease operations and the Transferee desires to operate within the territory of the Transferor's rights.

12. The total amount of consideration to be paid is \$ 14,000.00 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. Part of Agreement of Sale.
  - Equipment and other property to be transferred. (Schedules "A" & "B")  
None.
  - 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.

F. AMBROSE MOVING, INC.

Transferee sign here: BY: \_\_\_\_\_  
(Corporate Seal)

*Francis J. Ambrose*  
(each partner must sign)  
Francis J. Ambrose,  
President

*5/27/88*  
\_\_\_\_\_  
(Date)

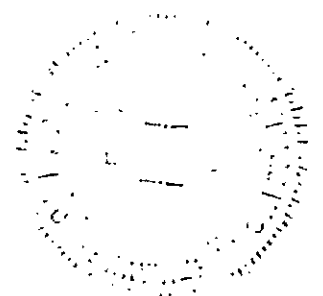
STILLWELL OF MEDIA, PA., INC.

Transferor sign here: BY: \_\_\_\_\_  
(Corporate Seal)

*Geraldine J. Stillwell*  
Geraldine J. Stillwell,  
President

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 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 :

Geraldine J. Stillwell \_\_\_\_\_, being duly sworn (affirmed) according to law, deposes and says that she is President of Stillwell of Media, Pa., Inc. (Office of Affiant); 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 Stillwell of Media, Pa., Inc. (Name of Corporation) to be able to prove the same at the hearing hereof.

\* Geraldine J. Stillwell

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

Sworn and subscribed before me this 15th day of June 19 88 My Commission Expires 4-3-89

\* Eileen S. Savarany N  
Signature of Official Administering Oath

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 :  
Philadelphia County : ss:

Francis J. Ambrose, being duly sworn (affirmed) according to law, deposes and says that he is President of F. Ambrose  
(Office of Affiant)

Moving, 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 F. Ambrose Moving, Inc.  
(Name of Corporation)

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

Francis J. Ambrose  
Signature of Affiant

Sworn and subscribed before me this 27th  
day of May 19 88  
My Commission Expires \_\_\_\_\_

FRANCES DOLAN  
Notary Public, Phila., Phila. Co.  
My Commission Expires July 30, 1988  
Carl Frances Dolan  
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)									
NOT APPLICABLE															
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)
NOT APPLICABLE						
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	\$	_____

F. Ambrose Moving, Inc.  
Balance Sheet  
December 31, 1987

Assets

<u>Current Assets</u>		
Cash	\$ 5,388	
Accounts Receivable	762	
Total Current Assets		\$ 6,150
 <u>Fixed Assets</u>		
Equipment	\$ 26,508	
Furniture & Fixtures	1,007	
	<u>27,515</u>	
Less: Accumulated Depreciation	20,281	
Total Fixed Assets		7,234
 <u>Other Assets</u>		
Prepaid Interest	\$ 892	
Prepaid Taxes	1,603	
Loan to Shareholder	<u>10,862</u>	
Total Other Assets		<u>13,357</u>
Total Assets		<u>\$ 26,741</u>

Liabilities & Shareholder's Equity

<u>Current Liabilities</u>		
Accrued Payroll Taxes	\$ 4,248	
Current Portion of Long Term Debt	<u>5,964</u>	
Total Current Liabilities		\$ 10,212
Term Loan		2,460
 <u>Shareholder's Equity</u>		
Common Stock, 1,000 Shares No Par, Authorized, Issued & Outstanding	\$ 1,000	
Retained Earnings	<u>13,069</u>	
Total Shareholder's Equity		<u>14,069</u>
Total Liabilities & Shareholder's Equity		\$ 26,741

"See Accountant Compilation Report"

SCHEDULE "C"

AGREEMENT OF SALE

AGREEMENT made this 15<sup>TH</sup> day of June, 1988, by and between STILLWELL OF MEDIA, PA., INC. (SELLER), and F. AMBROSE MOVING, INC. (BUYER).

WITNESSETH:

WHEREAS, SELLER is a motor common carrier engaged in intra-state operations pursuant to operating rights granted by the Pennsylvania Public Utility Commission ("PUC" or "COMMISSION") in Docket No. A-90678; and

WHEREAS, SELLER desires to sell, and BUYER desires to buy all of said Rights.

NOW THEREFORE, the parties hereto, intending to be legally bound hereby, do covenant and agree as follows:

1. SELLER agrees to sell to BUYER, and BUYER agrees to buy, all of SELLER'S operating rights issued by the PUC at Docket No. A-90678, and any and all folders thereunder and amendments thereto, including but not limited to Folder 3, and Folder 3, Am-A, which authority is described in Exhibit "A" attached hereto, and made a part hereof by reference (the "Rights").

2. This Agreement shall be subject to the prior approval and authorization of the 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 PUC an appropriate Application for permanent approval of the transfer to BUYER of

the Rights (the "Permanent Application") 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 Application (the "ETA Application" and "TA Application", 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 Rights shall be the sum of \$14,000.00 (the "Purchase Price").

4. The Purchase Price shall be paid as follows:

A. \$5,000.00 deposit contemporaneously with the execution hereof, payable to Vincent B. Mancini, Escrow Agent.

B. As additional deposit, the sum of \$2,000.00, payable to Vincent B. Mancini, Escrow Agent, upon SELLER'S delivery to BUYER of properly executed Tariff Adoption supplements following approval by the PUC of the ETA Application, if at all.

C. At settlement as hereinafter provided:

(i) If the PUC has granted the ETA Application, the sum of \$7,000.00 in cash or certified or bank cashier's check; or

(ii) If the PUC has denied or not acted on the ETA Application, or if no ETA Application has been filed by the BUY-

ER, the sum of \$9,000.00 in cash, certified or bank cashier's check.

D. All sums paid by BUYER pursuant to Paragraphs 4.A. and 4.B. hereof, shall be referred to as the "Deposit". The Deposit shall be held in escrow by the 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 SELLER, if an ETA Application has been granted, and otherwise to 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 sum of \$5,000.00, together with all interest earned on the Deposit, shall be paid immediately to SELLER, and shall be retained by SELLER as liquidated damages for BUYER'S default hereunder. Any portion of the Deposit in excess of the amount so paid to SELLER as liquidated damages shall immediately be returned to BUYER.

5. In the event of a denial, as defined hereinafter, of approval of the 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.

6. A denial of the ETA Application and/or TA Application shall not void or impair this Agreement.

7. "Approval" as used herein shall mean approval of the transaction in accordance with all of the terms of the Permanent Application as submitted by the parties to the PUC. "Denial" as used herein shall mean either outright denial of the Permanent Application, or approval of the Permanent Application 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.

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

9. If, by an order, the COMMISSION denies the 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.

10. 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 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 Application and TA Application. Said cooperation shall include, but not be limited to, issuing and executing Affidavits in support of BUYER'S ETA Application and TA Application, if any.

11. A. SELLER warrants there are no proceedings pending which might adversely affect the Rights; that the Rights are in full force and effect; and that there are no liens or encumbrances of any kind or description against the Rights, and none shall be created hereafter in order that the Rights may be transferred free and clear of any liens or encumbrances.

B. SELLER further warrants it is in compliance with all requirements of the 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 PUC, the payment when due of any and all fees, charges and assessments due to the PUC from SELLER. Notwithstanding the foregoing, SELLER shall have no obligation hereunder to maintain insurance in effect, and the parties shall cooperate to assure that the Rights are not cancelled due to the termination of SELLER's insurance.

C. In the event BUYER is required by the PUC to make any payment to the PUC 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 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 PUC by BUYER on account thereof.

D. BUYER warrants that it has not engaged the services of a broker in connection with this transaction and agrees to indemnify, defend and hold harmless SELLER from and against any and all claims, demands or suits made upon or brought against SELLER (including reasonable attorneys' fees and costs of defense) arising out of the breach of this warranty. SELLER agrees to indemnify, defend and to hold BUYER harmless from and against any and all claims, demands or suits made upon or brought against BUYER (including reasonable attorneys' fees and costs of defense) in connection with or arising out of any dealings, negotiations or consultations between SELLER and any broker or other intermediary concerning the Rights or the transaction contemplated hereby.

12. Settlement shall be held at the offices of Vincent B. Mancini, Esquire, 214 N. Jackson Street, Media, PA, or at such other place agreeable to both parties, on a date and time mutually agreeable to the parties but not later than 30 days after BUYER'S receipt from the PUC of tariff adoption supplements for filing in compliance with the Final Order of the PUC granting the Permanent Application. BUYER'S obligation to close hereunder is contingent upon SELLER having executed, at or prior to settlement, such tariff adoption supplements and other documents as BUYER may reasonably require in order to enable BUYER to timely

comply with any order authorizing the transfer of the Rights. In the event SELLER fails to cooperate in this regard, BUYER may, at its option, (1) proceed with settlement with a reduction in the purchase price to reflect the loss and expense (including reasonable attorneys' fees) to which BUYER is or will be put in connection with or arising out of such failure on the part of SELLER, or (2) terminate this Agreement, and thereupon the Deposit; and all interest earned thereon, shall forthwith be returned to BUYER and thereafter this Agreement shall be null and void.

13. All notices respecting this matter shall be addressed to BUYER, c/o Barry D. Kleban, Esquire, 1900 Two Penn Center Plaza, Philadelphia, PA 19102, and to SELLER c/o Vincent B. Mancini, Esquire, 214 N. Jackson Street, Media, PA 19063.

14. This Agreement is binding upon the parties hereto, their heirs, successors and assigns.

15. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania applicable to contracts executed and wholly-performed within such state.

16. This Agreement contains the entire agreement between the parties concerning the subject hereof and may not be amended, supplemented or discharged, and no provisions hereof or thereof may be modified or waived, except expressly by an instrument in writing signed by the party thereby affected.

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

STILLWELL OF MEDIA, PA., INC.  
(SELLER)

Therese G. Eckert  
Witness

BY: Geraldine J. Stillwell (SEAL)  
GERALDINE J. STILLWELL,  
President

F. AMBROSE MOVING, INC.  
(BUYER)

Carol Holan  
Witness

BY: Francis J. Ambrose (SEAL)  
FRANCIS J. AMBROSE,  
President

Vincent B. Mancini, Escrow Agent, hereby acknowledges receipt of the \$5,000.00 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.

BY: 

VINCENT B. MANCINI  
Escrow Agent

EXHIBIT "A"

Certificate No. A-90678  
Folder 3, Folder 3, Am-A

FREIGHT PA. P.U.C. NO. 13  
Cancels  
Freight Pa. P.U.C. No. 12

200

STILLWELL OF MEDIA, PA., INC.

566 5252

LOCAL MOTOR FREIGHT TARIFF

H " 7083

NAMING

RATES, RULES AND REGULATIONS

Jerry Stillwell

GOVERNING

THE RIGHT

Folder 3

To transport, as a Class D carrier, household goods and personal effects, in use, between points within a ten (10) mile airline radius of Media Court-house, excluding the City of Philadelphia.

To transport, as a Class D carrier, household goods and personal effects, in use, from points within a ten (10) mile airline radius of the Media Court-house to points within a twenty-five (25) mile airline radius of the said court-house, and vice versa, excluding transportation from the City of Philadelphia.

To transport, as a Class D carrier, household goods, works of art, fixtures, office furnishings, plant equipment and furnishings, in use, or to be used, between points in the County of Delaware, exclusive of points in the townships of Edgmont, Upper Providence, Marple, Newtown, Radnor and Haverford.

To transport, as a Class D carrier, household goods, works of art, fixtures, office furnishings, plant equipment and furnishings, in use, or to be used, from points in the County of Delaware, exclusive of points in the townships of Edgmont, Upper Providence, Marple, Newtown, Radnor and Haverford, to other points in Pennsylvania, and vice versa.

Folder 3, Am-A

To transport, as a Class B carrier, household goods and office furnishings, in use, between points in the city and county of Philadelphia.

To transport, as a Class D carrier, household goods and office furnishings, in use, from points in the City of Philadelphia to points in Pennsylvania within an airline distance of twenty-five (25) miles of the Philadelphia City Hall, and vice versa.

For reference to Governing Publications, see Item 10 herein.

ISSUED: April 20, 1987

EFFECTIVE: June 1, 1987

Issued By:

Geraldine J. Stillwell  
700 West Baltimore Pike  
Media, Pennsylvania 19063

(87-125)

# Commonwealth of Pennsylvania



## Department of State

To All to Whom These Presents Shall Come, Greeting:

**Whereas**, Under the provisions of the Business Corporation Law, approved the 5th day of May, Anno Domini one thousand nine hundred and thirty-three, P. L. 364, as amended, the Department of State is authorized and required to issue a

### CERTIFICATE OF INCORPORATION

evidencing the incorporation of a business corporation organized under the terms of that law, and

**Whereas**, The stipulations and conditions of that law have been fully complied with by the persons desiring to incorporate as

F. AMBROSE MOVING, INC.

**Therefore, Know Ye**, That subject to the Constitution of this Commonwealth and under the authority of the Business Corporation Law, I do by these presents, which I have caused to be sealed with the Great Seal of the Commonwealth, create, erect, and incorporate the incorporators of and the subscribers to the shares of the proposed corporation named above, their associates and successors, and also those who may thereafter become subscribers or holders of the shares of such corporation, into a body politic and corporate in deed and in law by the name chosen hereinbefore specified, which shall exist perpetually and shall be invested with and have and enjoy all the powers, privileges, and franchises incident to a business corporation and be subject to all the duties, requirements, and restrictions specified and enjoined in and by the Business Corporation Law and all other applicable laws of this Commonwealth.

**Given** under my Hand and the Great Seal of the Commonwealth, at the City of Harrisburg, this 24th day of August in the year of our Lord one thousand nine hundred and seventy-eight and of the Commonwealth the two hundred and third

*Barton A. Fields*

Secretary of the Commonwealth

Applicant's Account No. \_\_\_\_\_

Filed this 24th day  
August, A.D. 197

DSCB-BCL-204 (Rev. 8-72)

Commonwealth of Pennsylvania  
Department of State

Filing Fee: \$75  
AIB-7

B-1-78:38 182

Articles of  
Incorporation—  
Domestic Business Corporation

671667  
COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF STATE  
CORPORATION BUREAU

*Robert A. Fields*  
Secretary of the Commonwealth

In compliance with the requirements of section 204 of the Business Corporation Law, act of May 5, 1933 (P. L. 364) (15 P. S. §1204) the undersigned, desiring to be incorporated as a business corporation, hereby certifies (certify) that:

dag

1. The name of the corporation is:

F. AMBROSE MOVING, INC.

2. The location and post office address of the initial registered office of the corporation in this Commonwealth is:

4440

Fleming St.

(NUMBER)

(STREET)

Philadelphia

Pennsylvania

19128

(CITY)

(ZIP CODE)

3. The corporation is incorporated under the Business Corporation Law of the Commonwealth of Pennsylvania for the following purpose or purposes:

To engage in and do any lawful act concerning any or all lawful business for which corporations may be incorporated under the Business Corporation Law of the Commonwealth of Pennsylvania.

4. The term for which the corporation is to exist is: Perpetual

5. The aggregate number of shares which the corporation shall have authority to issue is:

One Thousand Shares of Common Stock, no par value



6. The name(s) and post office address(es) of each incorporator(s) and the number and class of shares subscribed by such incorporator(s) is (are):

NAME	ADDRESS (Including street and number, if any)	NUMBER AND CLASS OF SHARES
Francis J. Ambrose	440 Fleming St., Phila., Pa. 19128	One Thousand Shares

IN TESTIMONY WHEREOF, the incorporator(s) has (have) signed and sealed these Articles of Incorporation this

21st day of August, 19 78.

*Francis J. Ambrose* (SEAL) \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ (SEAL)

**INSTRUCTIONS FOR COMPLETION OF FORM:**

- A. For general instructions relating to the incorporation of business corporations see 19 Pa. Code Ch. 35 (relating to business corporations generally). These instructions relate to such matters as corporate name, stated purposes, term of existence, authorized share structure and related authority of the board of directors, inclusion of names of first directors in the Articles of Incorporation, optional provisions on cumulative voting for election of directors, etc.
- B. One or more corporations or natural persons of full age may incorporate a business corporation.
- C. Optional provisions required or authorized by law may be added as Paragraphs 7, 8, 9 ... etc.
- D. The following shall accompany this form:
  - (1) Three copies of Form DSCB:BCL-206 (Registry Statement Domestic or Foreign Business Corporation).
  - (2) Any necessary copies of Form DSCB:17.2 (Consent to Appropriation of Name) or Form DSCB:17.3 (Consent to Use of Similar Name).
  - (3) Any necessary governmental approvals.
- E. BCL §205 (15 Pa. S. §1205) requires that the incorporators shall advertise their intention to file or the corporation shall advertise the filing of articles of incorporation. Proofs of publication of such advertising should not be delivered to the Department, but should be filed with the minutes of the corporation.

F. AMBROSE MOVING, INC.

Officers:

Francis J. Ambrose - President

Frieda Ambrose - Secretary/Treasurer

Stockholders:

Francis J. Ambrose owns 100% (1,000 shares) of the issued and outstanding stock of F. Ambrose Moving, Inc.

The address of the above officers-stockholder is 624 Wilhelmina Avenue, Horsham, PA 19044.

F. AMBROSE MOVING, INC.

EQUIPMENT

- 1 - 1984 Mercedes 26 Foot Van
- 1 - 1977 International 26 Foot Van
- 1 - 1976 Mercedes 22 Foot Van
- 1 - 1968 Ford 26 Foot Van

UNPAID BUSINESS DEBTS OF TRANSFEROR

The only unpaid business debts of Transferor are current items which will be paid by the Transferor as they come due.

PENNSYLVANIA PUBLIC UTILITY COMMISSION  
BUREAU OF TRANSPORTATION

See Instructions before Completing Application



Application For:

A-108228

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

RECEIVED

JUL 1 1988

SECRETARY'S OFFICE  
Public Utility Commission

1. F. AMBROSE MOVING, INC.

(Name of applicant)	(Trade name, if any)
624 Wilhelmina Avenue, Horsham	PA 19044
(Street address)	(City) (State & Zip Code)

2. Barry D. Kleban, Esq., 1900 Two Penn Center Plaza Philadelphia, PA 19102 (215) 568-7515  
 (Name, Address & Telephone Number of Applicant's Attorney, if any)

3. Applicant is an individual partnership X corporation.

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

*Also rights at Folder 2 of A-90678*

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  
 JUL 28 1988  
 ENTRY No. MW



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:

Francis J. Ambrose, being duly sworn (affirmed) according to law, deposes and says that he is President of F. Ambrose Moving,  
(Office of Affiant)

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 F. Ambrose Moving, Inc. to be able to prove the same  
(Name of Corporation)

at the hearing hereof.

Francis J. Ambrose  
Signature of Affiant

Sworn and subscribed before me this 27th  
day of May 19 88  
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

Certificate No. A-90678  
Folder 3, Folder 3, Am-A

FREIGHT PA. P.U.C. NO. 13  
Cancels  
Freight Pa. P.U.C. No. 12

STILLWELL OF MEDIA, PA., INC.

566 5252

LOCAL MOTOR FREIGHT TARIFF

H " 7083

NAMING

RATES, RULES AND REGULATIONS

Jerry Stillwell

GOVERNING

THE RIGHT

Folder 3

To transport, as a Class D carrier, household goods and personal effects, in use, between points within a ten (10) mile airline radius of Media Court-house, excluding the City of Philadelphia.

To transport, as a Class D carrier, household goods and personal effects, in use, from points within a ten (10) mile airline radius of the Media Court-house to points within a twenty-five (25) mile airline radius of the said court-house, and vice versa, excluding transportation from the City of Philadelphia.

To transport, as a Class D carrier, household goods, works of art, fixtures, office furnishings, plant equipment and furnishings, in use, or to be used, between points in the County of Delaware, exclusive of points in the townships of Edgmont, Upper Providence, Marple, Newtown, Radnor and Haverford.

To transport, as a Class D carrier, household goods, works of art, fixtures, office furnishings, plant equipment and furnishings, in use, or to be used, from points in the County of Delaware, exclusive of points in the townships of Edgmont, Upper Providence, Marple, Newtown, Radnor and Haverford, to other points in Pennsylvania, and vice versa.

Folder 3, Am-A

To transport, as a Class B carrier, household goods and office furnishings, in use, between points in the city and county of Philadelphia.

To transport, as a Class D carrier, household goods and office furnishings, in use, from points in the City of Philadelphia to points in Pennsylvania within an airline distance of twenty-five (25) miles of the Philadelphia City Hall, and vice versa.

For reference to Governing Publications, see Item 10 herein.

ISSUED: April 20, 1987

EFFECTIVE: June 1, 1987

Issued By:  
Geraldine J. Stillwell  
700 West Baltimore Pike  
Media, Pennsylvania 19063

(87-125)



APPENDIX A

APPLICANT'S STATEMENT

(A) The equipment to be used to render the service includes the following:

- 1 - 1984 Mercedes 26 foot van
- 1 - 1977 International 26 foot van
- 1 - 1976 Mercedes 22 foot van
- 1 - 1968 Ford 26 foot van

All of the foregoing moving vans are specially set up for the transportation of household goods. The 1984 Mercedes is equipped with a 3,000 pound power liftgate. In addition, the Applicant has all of the necessary protective equipment for the transportation of household goods.

(B) The Applicant has a terminal facility located at 515 Easton Road in Warrington, PA. At this facility we have an office-warehouse consisting of 3,500 square feet, and 1 acre of parking. The warehouse is equipped with dock facilities. The Applicant's office, sales and operations personnel include Francis J. Ambrose (the undersigned) and my wife, Frieda Ambrose. In addition, the Applicant has various drivers and drivers' assistants who are specially trained and very experienced in the transportation of household goods.

(C) The filing of this Application did not result from any warning, road check or investigation by this Commission.

- (D) The Applicant's office telephone number is (215) 674-9232. However, all calls and inquiries regarding this Application should be directed to the Applicant's attorney, Barry D. Kleban, Esquire, 1900 Two Penn Center Plaza, Philadelphia, PA 19102, phone number (215) 568-7515.
- (E) For the purposes of the emergency and regular temporary authority to be issued herein, the Applicant will adopt all of the rates, fares or charges and schedule provisions of the Transferor. Applicant will execute and file any such tariff adoption supplements which the Commission may require as a condition of issuance of emergency or regular temporary authority herein.
- (F) There are not under suspension any rates, fares or charges published for the Applicant's account. There is no Application for Special Permission to file the Applicant's rates, fares or charges on less than 30 days' notice in connection with any other ETA, TA or permanent authority application covering the same territory.
- (G) Attached hereto is evidence that the Applicant has in effect insurance for protection of the public and the cargo to be transported pursuant to any authority issued herein. The Applicant will comply in all respects with all of this Commission's insurance requirements.
- (H) No labor union represents or, within the past 12 months, has represented or filed a petition to represent the employees of the Applicant or, to the best of my knowledge, the Trans-

feror with the National Labor Relations Board or the Pennsylvania Labor Relations Board.

(I) Supplemental Statement of Applicant-Transferee:

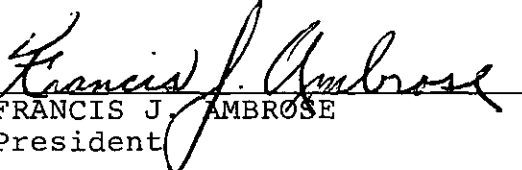
The Applicant, F. Ambrose Moving, Inc., has filed this Application for Emergency and Regular Temporary Authority to transport household goods pursuant to the operating authority presently held by the Transferor, Stillwell of Media, Pa., Inc. We have recently completed the negotiations for the acquisition of the Stillwell rights, and both the Transferor and Transferee believe that there is an immediate need for emergency temporary authority. As will be seen on the Transferor's Statement, the president of the Transferor, Geraldine J. Stillwell, has ceased operating the Transferor. We are coming into the very busy season in the household goods moving industry, and the Transferor served a substantial number of shippers in the territory of her authority. Because she has terminated operations, this Application will enable the household moving public to enjoy reasonably continuous service during the pendency of this Commission's consideration of the permanent authority application.

Francis J. Ambrose, the president of the Applicant, F. Ambrose Moving, Inc., holds PUC operating authority in his individual capacity. That authority is less extensive than that being acquired herein. It is not Mr. Ambrose's or the Applicant's intention to create duplicating authority. Indeed, upon a grant of the emergency temporary authority

requested herein (and, in any event, upon approval of the permanent Application), the individual, Francis J. Ambrose, will cease operating in his individual capacity. However, it is important that Mr. Ambrose's operating rights not be cancelled, as there have been several expressions of interest by other moving companies in acquiring Mr. Ambrose's operating rights. It is anticipated that there will be shortly filed an Application seeking to transfer Mr. Ambrose's operating rights to a third party.

All of the foregoing can be more fully explained by Barry D. Kleban, attorney for the Applicant, should the Commission so request.

F. AMBROSE MOVING, INC.

BY:   
FRANCIS J. AMBROSE  
President

APPENDIX B

STATEMENT OF SHIPPER (TRANSFEROR) SUPPORT

- (A) The specific commodities involved are household goods and office furnishings, 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, and particularly the Delaware County-Philadelphia area. We have developed an outstanding reputation, and have served hundreds of shippers over the years. The frequency of movement has been daily, and it is important that the shipping public have reasonably continuous service in these areas.
- (D) The service must be provided immediately. I took over running this business when my husband died a few years ago. This has always been a family business, but unfortunately I have come to realize that the moving business is not one which I can handle by myself. In fact, the business has become too much for me, and I have ceased operating the company. This has resulted in our having to cancel several loads which had been requested of us. I feel that because my company has been such a positive force in the community,

it is absolutely vital that the community have an immediately available replacement carrier such as the Applicant in order to assure adequate, dependable moving services within the territory of the Application.

- (E) The need for the Applicant's service is permanent, because I have closed my business down and will not resume operations. My company will maintain compliance with PUC regulations for as long as necessary to ensure that my company's rights are not cancelled, but we hope that this will be accomplished as promptly as possible.
- (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.
- (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) I negotiated for some time with other carriers for the possible acquisition of my company's operating rights and busi-

ness. However, the Applicant is the entity which has demonstrated the willingness, ability and financial capacity to properly acquire my company's rights and continue providing the same level of service which my company previously provided.

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

(K) No labor union represents, or within the past 12 months has represented, or has filed a Petition to represent, the employees of Stillwell of Media, Pa., Inc. with the National Labor Relations Board or the Pennsylvania Labor Relations Board.

(L) Supplemental Statement:

I believe that as a result of my having ceased operations, it is important for this Application to be granted. My company had a great number of customers who depended on us. Unfortunately, the increasing costs in operating my company's business, and the various headaches involved in running a moving business, led me to conclude that I must cease operating. However, we do not wish to let down those existing customers, as well as others who would wish to use my company's services, by shutting down abruptly without there being an adequate substitute. I know that there continues to be a very serious, continuing need for household goods movers of high quality and dependability within the

territory of the operating rights at issue in this proceeding. Because of the continuing need for such services, I think it is important that the Application of F. Ambrose Moving, Inc. for both emergency and regular temporary authority, and permanent authority, be granted.

STILLWELL OF MEDIA, PA., INC.

BY: *Geraldine J. Stillwell*  
GERALDINE J. STILLWELL  
President



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 F. AMBROSE MOVING, INC.  
(Applicant/Transferee)

for approval of the transfer and to exercise the right

as a Common carrier, described at Docket  
common-contract

No. A-90678, Folder No. \_\_\_\_\_, Folder No. \_\_\_\_\_ amendment issued to  
All folders and amendments in-  
cluding Folder 3 & Folder 3, Am-

Stillwell of Media, Pa., Inc.

Transferor

for transportation of property  
persons-property

PUC Use Only

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

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

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

1. F. Ambrose Moving, Inc.  
(Full and correct name of applicant/transferee)

2. N/A  
(Trade name, if any)

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

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

3. 624 Wilhelmina Avenue  
(Business Street Address) (P.O. Box, if any)

Horsham PA 19044 (215) 674-9232  
City State Zip Telephone

4. Applicant's attorney (for this application) is:  
Barry D. Kleban, Esq., 1900 Two Penn Center Plaza  
(Name) (Address) (215) 568-7515 (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) (215) 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.

Francis J. Ambrose, the owner of 1000 shares of stock of the Applicant, holds common carrier authority issued by this Commission at A-99643. However, it is not Mr. Ambrose's intention to control duplicating operating authority. Mr. Ambrose will attempt to sell those rights held in his individual capacity upon the grant of the present Application.

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 the Transferor wishes to cease operations and the Transferee desires to operate within the territory of the Transferor's rights.

12. The total amount of consideration to be paid is \$ 14,000.00 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. Part of Agreement of Sale.
  - Equipment and other property to be transferred. (Schedules "A" & "B")  
None.
  - 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.

F. AMBROSE MOVING, INC.

Transferee sign here: BY: \_\_\_\_\_  
(Corporate Seal)

*Francis J. Ambrose*  
(each partner must sign)  
Francis J. Ambrose,  
President

5/27/88  
(Date)

STILLWELL OF MEDIA, PA., INC.

Transferor sign here: BY: \_\_\_\_\_  
(Corporate Seal)

*Geraldine J. Stillwell*  
Geraldine J. Stillwell,  
President

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 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 :

Geraldine J. Stillwell, being duly sworn (affirmed) according to law, deposes and says that she is President of Stillwell of Media, Pa., Inc. (Office of Affiant); that she is authorized to and does make 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 Stillwell of Media, Pa., Inc. (Name of Corporation) to be able to prove the same at the hearing hereof.

X Geraldine J. Stillwell  
Signature of Affiant

Sworn and subscribed before me this 15<sup>th</sup>  
day of June 19 88  
My Commission Expires 4-3-89

X Eileen J. Cavanaugh  
Signature of Official Administering Oath

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 :  
Philadelphia County : ss:

Francis J. Ambrose, being duly sworn (affirmed) according to law, deposes and says that he is President of F. Ambrose (Office of Affiant)

Moving, 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 F. Ambrose Moving, Inc. (Name of Corporation)

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

Francis J. Ambrose  
Signature of Affiant

Sworn and subscribed before me this 27th day of July 19 88 My Commission Expires \_\_\_\_\_

ANCES DOLAN  
Notary Public, Phila., Phila. Co.  
My Commission Expires July 30, 1988  
ANCES DOLAN  
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)									
NOT APPLICABLE															
										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)
NOT APPLICABLE						
			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	\$ _____



F. Ambrose Moving, Inc.  
Balance Sheet  
December 31, 1987

Assets

<u>Current Assets</u>		
Cash	\$ 5,388	
Accounts Receivable	762	
Total Current Assets		\$ 6,150
 <u>Fixed Assets</u>		
Equipment	\$ 26,508	
Furniture & Fixtures	1,007	
	<u>27,515</u>	
Less: Accumulated Depreciation	20,281	
Total Fixed Assets		7,234
 <u>Other Assets</u>		
Prepaid Interest	\$ 892	
Prepaid Taxes	1,603	
Loan to Shareholder	<u>10,862</u>	
Total Other Assets		<u>13,357</u>
Total Assets		<u>\$ 26,741</u>

Liabilities & Shareholder's Equity

<u>Current Liabilities</u>		
Accrued Payroll Taxes	\$ 4,248	
Current Portion of Long Term Debt	<u>5,964</u>	
Total Current Liabilities		\$ 10,212
Term Loan		2,460
 <u>Shareholder's Equity</u>		
Common Stock, 1,000 Shares No Par, Authorized, Issued & Outstanding	\$ 1,000	
Retained Earnings	<u>13,069</u>	
Total Shareholder's Equity		<u>14,069</u>
Total Liabilities & Shareholder's Equity		\$ 26,741

"See Accountant's Compilation Report"

SCHEDULE "C"

AGREEMENT OF SALE

AGREEMENT made this 15<sup>th</sup> day of June, 1988, by and between STILLWELL OF MEDIA, PA., INC. (SELLER), and F. AMBROSE MOVING, INC. (BUYER).

WITNESSETH:

WHEREAS, SELLER is a motor common carrier engaged in intra-state operations pursuant to operating rights granted by the Pennsylvania Public Utility Commission ("PUC" or "COMMISSION") in Docket No. A-90678; and

WHEREAS, SELLER desires to sell, and BUYER desires to buy all of said Rights.

NOW THEREFORE, the parties hereto, intending to be legally bound hereby, do covenant and agree as follows:

1. SELLER agrees to sell to BUYER, and BUYER agrees to buy, all of SELLER'S operating rights issued by the PUC at Docket No. A-90678, and any and all folders thereunder and amendments thereto, including but not limited to Folder 3, and Folder 3, Am-A, which authority is described in Exhibit "A" attached hereto, and made a part hereof by reference (the "Rights").

2. This Agreement shall be subject to the prior approval and authorization of the 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 PUC an appropriate Application for permanent approval of the transfer to BUYER of

the Rights (the "Permanent Application") 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 Application (the "ETA Application" and "TA Application", 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 Rights shall be the sum of \$14,000.00 (the "Purchase Price").

4. The Purchase Price shall be paid as follows:

A. \$5,000.00 deposit contemporaneously with the execution hereof, payable to Vincent B. Mancini, Escrow Agent.

B. As additional deposit, the sum of \$2,000.00, payable to Vincent B. Mancini, Escrow Agent, upon SELLER'S delivery to BUYER of properly executed Tariff Adoption supplements following approval by the PUC of the ETA Application, if at all.

C. At settlement as hereinafter provided:

(i) If the PUC has granted the ETA Application, the sum of \$7,000.00 in cash or certified or bank cashier's check; or

(ii) If the PUC has denied or not acted on the ETA Application, or if no ETA Application has been filed by the BUY-

ER, the sum of \$9,000.00 in cash, certified or bank cashier's check.

D. All sums paid by BUYER pursuant to Paragraphs 4.A. and 4.B. hereof, shall be referred to as the "Deposit". The Deposit shall be held in escrow by the 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 SELLER, if an ETA Application has been granted, and otherwise to 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 sum of \$5,000.00, together with all interest earned on the Deposit, shall be paid immediately to SELLER, and shall be retained by SELLER as liquidated damages for BUYER'S default hereunder. Any portion of the Deposit in excess of the amount so paid to SELLER as liquidated damages shall immediately be returned to BUYER.

5. In the event of a denial, as defined hereinafter, of approval of the 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.

6. A denial of the ETA Application and/or TA Application shall not void or impair this Agreement.

7. "Approval" as used herein shall mean approval of the transaction in accordance with all of the terms of the Permanent Application as submitted by the parties to the PUC. "Denial" as used herein shall mean either outright denial of the Permanent Application, or approval of the Permanent Application 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.

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

9. If, by an order, the COMMISSION denies the 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.

10. 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 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 Application and TA Application. Said cooperation shall include, but not be limited to, issuing and executing Affidavits in support of BUYER'S ETA Application and TA Application, if any.

11. A. SELLER warrants there are no proceedings pending which might adversely affect the Rights; that the Rights are in full force and effect; and that there are no liens or encumbrances of any kind or description against the Rights, and none shall be created hereafter in order that the Rights may be transferred free and clear of any liens or encumbrances.

B. SELLER further warrants it is in compliance with all requirements of the 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 PUC, the payment when due of any and all fees, charges and assessments due to the PUC from SELLER. Notwithstanding the foregoing, SELLER shall have no obligation hereunder to maintain insurance in effect, and the parties shall cooperate to assure that the Rights are not cancelled due to the termination of SELLER's insurance.

C. In the event BUYER is required by the PUC to make any payment to the PUC 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 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 PUC by BUYER on account thereof.

D. BUYER warrants that it has not engaged the services of a broker in connection with this transaction and agrees to indemnify, defend and hold harmless SELLER from and against any and all claims, demands or suits made upon or brought against SELLER (including reasonable attorneys' fees and costs of defense) arising out of the breach of this warranty. SELLER agrees to indemnify, defend and to hold BUYER harmless from and against any and all claims, demands or suits made upon or brought against BUYER (including reasonable attorneys' fees and costs of defense) in connection with or arising out of any dealings, negotiations or consultations between SELLER and any broker or other intermediary concerning the Rights or the transaction contemplated hereby.

12. Settlement shall be held at the offices of Vincent B. Mancini, Esquire, 214 N. Jackson Street, Media, PA, or at such other place agreeable to both parties, on a date and time mutually agreeable to the parties but not later than 30 days after BUYER'S receipt from the PUC of tariff adoption supplements for filing in compliance with the Final Order of the PUC granting the Permanent Application. BUYER's obligation to close hereunder is contingent upon SELLER having executed, at or prior to settlement, such tariff adoption supplements and other documents as BUYER may reasonably require in order to enable BUYER to timely

comply with any order authorizing the transfer of the Rights. In the event SELLER fails to cooperate in this regard, BUYER may, at its option, (1) proceed with settlement with a reduction in the purchase price to reflect the loss and expense (including reasonable attorneys' fees) to which BUYER is or will be put in connection with or arising out of such failure on the part of SELLER, or (2) terminate this Agreement, and thereupon the Deposit, and all interest earned thereon, shall forthwith be returned to BUYER and thereafter this Agreement shall be null and void.

13. All notices respecting this matter shall be addressed to BUYER, c/o Barry D. Kleban, Esquire, 1900 Two Penn Center Plaza, Philadelphia, PA 19102, and to SELLER c/o Vincent B. Mancini, Esquire, 214 N. Jackson Street, Media, PA 19063.

14. This Agreement is binding upon the parties hereto, their heirs, successors and assigns.

15. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania applicable to contracts executed and wholly-performed within such state.

16. This Agreement contains the entire agreement between the parties concerning the subject hereof and may not be amended, supplemented or discharged, and no provisions hereof or thereof may be modified or waived, except expressly by an instrument in writing signed by the party thereby affected.



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

STILLWELL OF MEDIA, PA., INC.  
(SELLER)

Marie G. Eckert  
Witness

BY: Geraldine J. Stillwell (SEAL)  
GERALDINE J. STILLWELL,  
President

F. AMBROSE MOVING, INC.  
(BUYER)

Paul Nolan  
Witness

BY: Francis J. Ambrose (SEAL)  
FRANCIS J. AMBROSE,  
President

Vincent B. Mancini, Escrow Agent, hereby acknowledges receipt of the \$5,000.00 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.

BY:

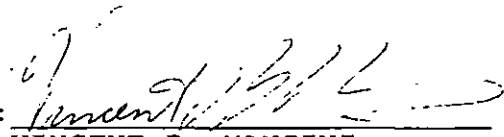
  
\_\_\_\_\_  
VINCENT B. MANCINI  
Escrow Agent

EXHIBIT "A"

Certificate No. A-90678  
Folder 3, Folder 3, Am-A

FREIGHT PA. P.U.C. NO. 13  
Cancels  
Freight Pa. P.U.C. No. 12

200

STILLWELL OF MEDIA, PA., INC.

566 5252  
H " 7083

LOCAL MOTOR FREIGHT TARIFF

NAMING

RATES, RULES AND REGULATIONS

GOVERNING

THE RIGHT

*Jerry Stillwell*

Folder 3

To transport, as a Class D carrier, household goods and personal effects, in use, between points within a ten (10) mile airline radius of Media Court-house, excluding the City of Philadelphia.

To transport, as a Class D carrier, household goods and personal effects, in use, from points within a ten (10) mile airline radius of the Media Court-house to points within a twenty-five (25) mile airline radius of the said court-house, and vice versa, excluding transportation from the City of Philadelphia.

To transport, as a Class D carrier, household goods, works of art, fixtures, office furnishings, plant equipment and furnishings, in use, or to be used, between points in the County of Delaware, exclusive of points in the townships of Edgmont, Upper Providence, Marple, Newtown, Radnor and Haverford.

To transport, as a Class D carrier, household goods, works of art, fixtures, office furnishings, plant equipment and furnishings, in use, or to be used, from points in the County of Delaware, exclusive of points in the townships of Edgmont, Upper Providence, Marple, Newtown, Radnor and Haverford, to other points in Pennsylvania, and vice versa.

Folder 3, Am-A

To transport, as a Class B carrier, household goods and office furnishings, in use, between points in the city and county of Philadelphia.

To transport, as a Class D carrier, household goods and office furnishings, in use, from points in the City of Philadelphia to points in Pennsylvania within an airline distance of twenty-five (25) miles of the Philadelphia City Hall, and vice versa.

For reference to Governing Publications, see Item 10 herein.

ISSUED: April 20, 1987

EFFECTIVE: June 1, 1987

Issued By:

Geraldine J. Stillwell  
700 West Baltimore Pike  
Media, Pennsylvania 19063

(87-125)

# Commonwealth of Pennsylvania



## Department of State

**To All to Whom These Presents Shall Come, Greeting:**

**Whereas**, Under the provisions of the Business Corporation Law, approved the 5th day of May, Anno Domini one thousand nine hundred and thirty-three, P. L. 364, as amended, the Department of State is authorized and required to issue a

### CERTIFICATE OF INCORPORATION

evidencing the incorporation of a business corporation organized under the terms of that law, and

**Whereas**, The stipulations and conditions of that law have been fully complied with by the persons desiring to incorporate as

F. AMBROSE MOVING, INC.

**Therefore, Know Ye**, That subject to the Constitution of this Commonwealth and under the authority of the Business Corporation Law, I do by these presents, which I have caused to be sealed with the Great Seal of the Commonwealth, create, erect, and incorporate the incorporators of and the subscribers to the shares of the proposed corporation named above, their associates and successors, and also those who may thereafter become subscribers or holders of the shares of such corporation, into a body politic and corporate in deed and in law by the name chosen hereinbefore specified, which shall exist perpetually and shall be invested with and have and enjoy all the powers, privileges, and franchises incident to a business corporation and be subject to all the duties, requirements, and restrictions specified and enjoined in and by the Business Corporation Law and all other applicable laws of this Commonwealth.

**Given** under my Hand and the Great Seal of the Commonwealth, at the City of Harrisburg, this 24th day of August in the year of our Lord one thousand nine hundred and seventy-eight and of the Commonwealth the two hundred and third

*Barton A. Fields*

Secretary of the Commonwealth

Applicant's Account No. \_\_\_\_\_

Filed this 24th day of August, A.D. 1968

DSCB-BCL-204 (Rev. 8-72)

Commonwealth of Pennsylvania  
Department of State

Filing Fee: \$75  
A18-7

B-1-78:38 182

Articles of  
Incorporation—  
Domestic Business Corporation

671667  
COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF STATE  
CORPORATION BUREAU

*Robert A. Fields*  
Secretary of the Commonwealth

In compliance with the requirements of section 204 of the Business Corporation Law, act of May 5, 1933 (P. L. 364) (15 P. S. §1204) the undersigned, desiring to be incorporated as a business corporation, hereby certifies (certify) that:

1. The name of the corporation is:

F. AMBROSE MOVING, INC.

2. The location and post office address of the initial registered office of the corporation in this Commonwealth is:

4440

Fleming St.

(NUMBER)

(STREET)

Philadelphia

Pennsylvania

19128

(CITY)

(ZIP CODE)

3. The corporation is incorporated under the Business Corporation Law of the Commonwealth of Pennsylvania for the following purpose or purposes:

To engage in and do any lawful act concerning any or all lawful business for which corporations may be incorporated under the Business Corporation Law of the Commonwealth of Pennsylvania.

4. The term for which the corporation is to exist is: Perpetual

5. The aggregate number of shares which the corporation shall have authority to issue is:

One Thousand Shares of Common Stock, no par value

6. The name(s) and post office address(es) of each incorporator(s) and the number and class of shares subscribed by such incorporator(s) is (are):

NAME	ADDRESS (Including street and number, if any)	NUMBER AND CLASS OF SHARES
Francis J. Ambrose	440 Fleming St., Phila., Pa. 19128	One Thousand Shares

IN TESTIMONY WHEREOF, the incorporator(s) has (have) signed and sealed these Articles of Incorporation this

21st day of August, 19 78.

*Francis J. Ambrose* (SEAL) \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ (SEAL)

INSTRUCTIONS FOR COMPLETION OF FORM:

- A. For general instructions relating to the incorporation of business corporations see 19 Pa. Code Ch. 35 (relating to business corporations generally). These instructions relate to such matters as corporate name, stated purposes, term of existence, authorized share structure and related authority of the board of directors, inclusion of names of first directors in the Articles of Incorporation, optional provisions on cumulative voting for election of directors, etc.
- B. One or more corporations or natural persons of full age may incorporate a business corporation.
- C. Optional provisions required or authorized by law may be added as Paragraphs 7, 8, 9 ... etc.
- D. The following shall accompany this form:
  - (1) Three copies of Form DSCB:BCL-206 (Registry Statement Domestic or Foreign Business Corporation).
  - (2) Any necessary copies of Form DSCB:17.2 (Consent to Appropriation of Name) or Form DSCB:17.3 (Consent to Use of Similar Name).
  - (3) Any necessary governmental approvals.
- E. BCL §205 (15 Pa. S. §1205) requires that the incorporators shall advertise their intention to file or the corporation shall advertise the filing of articles of incorporation. Proofs of publication of such advertising should not be delivered to the Department, but should be filed with the minutes of the corporation.

F. AMBROSE MOVING, INC.

Officers:

Francis J. Ambrose - President

Frieda Ambrose - Secretary/Treasurer

Stockholders:

Francis J. Ambrose owns 100% (1,000 shares) of the issued and outstanding stock of F. Ambrose Moving, Inc.

The address of the above officers-stockholder is 624 Wilhelmina Avenue, Horsham, PA 19044.



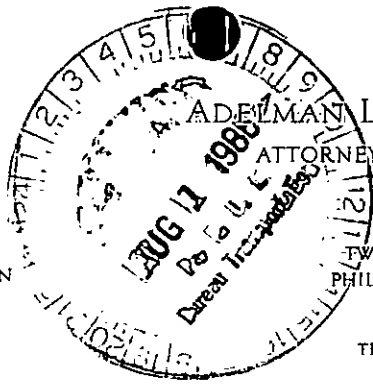
F. AMBROSE MOVING, INC.

EQUIPMENT

- 1 - 1984 Mercedes 26 Foot Van
- 1 - 1977 International 26 Foot Van
- 1 - 1976 Mercedes 22 Foot Van
- 1 - 1968 Ford 26 Foot Van

UNPAID BUSINESS DEBTS OF TRANSFEROR

The only unpaid business debts of Transferor are current items which will be paid by the Transferor as they come due.



A. 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

OF COUNSEL  
NATHAN LAVINE  
SIDNEY CHAIT

July 28, 1988

A-108228

Ms. Marlene Wendt  
Penna. Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17120

Re: F. Ambrose Moving, Inc.  
Docket No. A-108228

Dear Ms. Wendt:

Following up on our phone conversation of Tuesday, July 26, 1988, you inquired as to whether or not the above captioned Application was meant to include within it the operating rights held by the transferor at Folder 2. As I told you, both the Application form (PUC-190) and paragraph 1 of the Agreement of Sale dated June 15, 1988, make it clear that it is the intention of the parties that all of the operating authority of the transferor, Stillwell of Media, PA, Inc., be transferred to the transferee, F. Ambrose Moving, Inc. Thus, in paragraph 1 of the Agreement of Sale, it is stated:

1. SELLER agrees to sell to BUYER, and BUYER agrees to buy, all of SELLER'S operating rights issued by the PUC at Docket No. A-90678, and any and all folders thereunder and amendments thereto, including but not limited to Folder 3, and Folder 3, Am-A...

I trust that you will cause the Application to be published in the Pennsylvania Bulletin so as to make explicit that all of Stillwell's operating authority, including Folder 2, is being transferred.

Thank you.

Very truly yours,

  
BARRY D. KLEBAN



BDK:db  
cc: F. Ambrose Moving, Inc.  
Vincent B. Mancini, Esquire  
36573

August 12, 1988

IN REPLY PLEASE  
REFER TO OUR FILE

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

In re: A-00108228 - Application of F. Ambrose Moving, Inc.

Dear Sir:

Acknowledgement is made of an application filed by you for permanent and temporary authority on behalf of F. Ambrose Moving, Inc. for the rights of Stillwell of Media, Pa., Inc.

The application has been captioned as attached and will be submitted for review, provided no protests are filed on or before September 6, 1988. If protests are filed, you will be advised as to further procedure.

This application is accepted with the understanding that Stillwater of Media, Pa., Inc. 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.

You are further advised that the above application will be published in the Pennsylvania Bulletin of August 13, 1988.

Very truly yours,

David Ehrhart  
Supervisor - Application Section  
Bureau of Transportation

DE:RP:11

cc: Applicant  
624 Wilhelmina Avenue  
Horsham, PA 19044

DOCUMENT  
FOLDER

DOCKETED  
APPLICATION DOCKET  
AUG 12 1988  
ENTRY No.

A-00108228 F. AMBROSE MOVING, INC. (624 Wilhelmina Avenue, Horsham, Montgomery County, PA 19044), a corporation of the Commonwealth of Pennsylvania - coal, coke and crushed stone between points in the borough of Media, Delaware County, and within a ten (10) mile airline radius of Media Courthouse; property excluding household goods and personal effects, in use, between points in the borough of Media, Delaware County, and within an airline distance of ten (10) miles of the Media Courthouse, excluding transportation to, from or between points in the city of Philadelphia; household goods and personal effects, in use, between points within a ten (10) mile airline radius of Media Courthouse, excluding the city of Philadelphia; household goods and personal effects, in use, from points within a ten (10) mile airline radius of the Media Courthouse to points within a twenty-five (25) mile airline radius of the said courthouse, and vice versa, excluding transportation from the city of Philadelphia; household goods, works of art, fixtures, office furnishings, plant equipment and furnishings, in use, or to be used, between points in the county of Delaware, exclusive of points in the townships of Edgmont, Upper Providence, Marple, Newton, Radnor and Haverford; household goods, works of art, fixtures, office furnishings, plant equipment and furnishings, in use, or to be used, from points in the county of Delaware, exclusive of points in the townships of Edgmont, Upper Providence, Marple, Newton, Radnor and Haverford, to other points in Pennsylvania, and vice versa; as a Class B carrier, household goods and office furnishings, in use, between points in the city and county of Philadelphia; and as a Class D carrier, household goods and office furnishings, in use, from points in the city of Philadelphia to points in Pennsylvania within an airline distance of twenty-five (25) miles of the Philadelphia City Hall, and vice versa; which is to be a transfer of the rights authorized under the certificate issued at A-00090678, Fs. 2 and 3 to Stillwell of Media, Pa., Inc., a corporation of the State of Delaware, subject to the same limitations and conditions. APPLICATION FOR TEMPORARY AUTHORITY HAS BEEN FILED AT A-00108228, 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 AUG 13 1988

BUREAU OF TRANSPORTATION  
COMMON CARRIER  
AUGUST 1988

A-00108228

Application of F. Ambrose Moving, Inc., a corporation of the Commonwealth of Pennsylvania, for the right to begin to transport, as a common carrier, by motor vehicle, coal, coke and crushed stone between points in the borough of Media, Delaware County, and within a ten (10) mile airline radius of Media Courthouse; property excluding household goods and personal effects, in use, between points in the borough of Media, Delaware County, and within an airline distance of ten (10) miles of the Media Courthouse, excluding transportation to, from or between points in the city of Philadelphia; household goods and personal effects, in use, between points within a ten (10) mile airline radius of Media Courthouse, excluding the city of Philadelphia; household goods and personal effects, in use, from points within a ten (10) mile airline radius of the Media Courthouse to points within a twenty-five (25) mile airline radius of the said courthouse, and vice versa, excluding transportation from the city of Philadelphia; household goods, works of art, fixtures, office furnishings, plant equipment and furnishings, in use, or to be used, between points in the county of Delaware, exclusive of points in the townships of Edgmont, Upper Providence, Marple, Newton, Radnor and Haverford; household goods, works of art, fixtures, office furnishings, plant equipment and furnishings, in use, or to be used, from points in the county of Delaware, exclusive of points in the townships of Edgmont, Upper Providence, Marple, Newton, Radnor and Haverford, to other points in Pennsylvania, and vice versa; as a Class B carrier, household goods and office furnishings, in use, between points in the city and county of Philadelphia; and as a Class D carrier, household goods and office furnishings, in use, from points in the city of Philadelphia to points in Pennsylvania within an airline distance of twenty-five (25) miles of the Philadelphia City Hall, and vice versa; which is to be a transfer of the rights authorized under the certificate issued at A-00090678, Fs. 2 and 3 to Stillwater of Media, Pa., Inc., a corporation of the State of Delaware, subject to the same limitations and conditions. APPLICATION FOR TEMPORARY AUTHORITY HAS BEEN FILED AT A-00108228, SEEKING THE RIGHTS CITED ABOVE.

MW:rs  
8/1/88

Application received: 7/1/88  
Application docketed: 7/28/88  
TA Application received: 7/1/88  
TA Application docketed: 7/28/88

*NH* 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.

SEP 6 1988

*TA*

DOCUMENT  
FOLDER

DOCKETED  
APPLICATION DOCKET  
AUG 12 1988  
ENTRY No. *MA*

# 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.

**F. Ambrose Moving, Inc.**  
624 Wilhelmina Ave.  
Horsham, PA 19044

Date August 17, 1988

CR 130899 A

DOCUMENT  
FOLDER

DOCKETED  
AUG 18 1988

in re application of **F. Ambrose Moving, Inc.**  
A-00108228.....\$125.00

Revenue account 001780-017601-102 (ck)

ck 4204 Checks \$125.00 Currency \_\_\_\_\_

Utility account 50:26

**C. Joseph Meisinger**  
For Department of Revenue