

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

**BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Application of MAK MOVERS & STORAGE, LLC  
(Applicant/Transferee-Buyer)

for the approval of the transfer and to exercise the right

as a COMMON carrier, described at Docket  
(common - contract)

No. \_\_\_\_\_, Folder No. A-8911075 issued to  
TRANSFEROR  
(Transferor - Seller)

for transportation of HOUSEHOLD GOODS IN USE  
(persons - household goods)

**RECEIVED**

AUG 22 2014

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION**

1. MAK MOVERS & STORAGE, LLC  
(Full and Correct Name of Applicant/Transferee)

2. NEW HORIZON MOVERS & STORAGE  
(Trade Name, If Any)

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

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

3. 1987 PIONEER ROAD  
(Business Street Address) (P. O. Box, If Any)

HUNTINGDON VALLEY, PA 19006 (267) 304-8140  
(City) (County) (State) (Zip) (Telephone)

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

NOT APPLICABLE  
(Name) (Address) (Telephone)

5. Any documents should be mailed to:

Transferee: MAK MOVERS & STORAGE, LLC 1987 PIONEER ROAD, HUNTINGDON  
(Name) VALLEY, PA 19006 (Address)

Transferor: SHLOMO SUDAI T/A NEW HORIZON MOVERS 500 OFFICE CENTER DRIVE  
SUITE (Name) 400, FORT WASHINGTON, PA (Address) 19034

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

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

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

No. A- \_\_\_\_\_

8. Applicant is (check one):

Individual.

Partnership. Must attach a copy of the partnership agreement (unless a copy is presently on file with PUC), and list names and addresses of partners below (use additional sheet if necessary).

(Name)	(Address)

Corporation. Organized under the laws of the state of PENNSYLVANIA  
LLC  
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 stockholder or partnership members are in control of or affiliated with any other carrier, state name of carrier(s), Docket Number(s) and nature of control or affiliation.

10. Applicant proposes to acquire ALL of the operating rights now held by transferor.  
(all or part)

Attach a sheet describing rights to be transferred to applicant and rights to be retained by transferor, if any. If any rights are to be omitted give reasons.

11. The reason for the transfer is SELLING BUSINESS; RELOCATED

FAMILY OUT OF STATE

12a. The following must be attached:

- Sales Agreement
- List of equipment to be used to render service. (Summarized by type)
- Operating authority to be transferred/retained.
- Statement of Financial Position
- Statement of unpaid business debts of transferor and how they will be satisfied.
- Statement of Safety Program.
- Statement of transferee's experience.

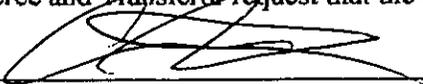
b. Attach the following, as appropriate (check those attached):

- Partnership Agreement
- Trade Name registration certificate.
- Certificate of Incorporation. (Pa. Corporations only)
- Certificate of Authority. (Foreign (out-of-state) Corporations only).
- Statement of Corporate charter purpose. (Corporations only)
- List of Corporate officers and stockholders. (Corporations only)

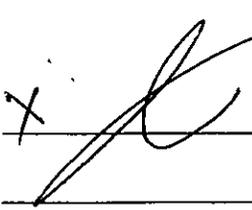
Copy of short form certificate showing date of death of transferor and name of executor/administrator/administratrix.

13. Transferor attests that all General Assessments and fines are paid, and agrees to continue to render the service which is to be transferred until this application is approved, whereupon transferor will surrender said certificate or permit for cancellation.
14. Transferee agrees to assume and pay any General Assessments that may be made against transferor as a common carrier for any and all operating periods up to the actual date of the transfer.

WHEREFORE, Transferee and Transferor request that the Commission grant the Transfer.

Transferee sign here:  8/18/14  
(Each Partner Must Sign) (Date)

(Corporate Seal) \_\_\_\_\_

Transferor sign here:  8/18/14  
(Corporate Seal) \_\_\_\_\_

RECEIVED  
AUG 22 2014  
PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

APPLICATION VERIFICATION

I/We hereby state that the statements made in the application are true and correct to the best of my/our knowledge, information and belief.

The undersigned understand(s) that false statements herein are made subject to the penalties of 18 Pa. C. S. Section 4904 relating to Unsworn Falsification To Authorities.

TRANSFEROR (SELLER)

S H Lomoi (Print Name) [Signature] (Date)

(Print Name) (Signature) (Date)

(Print Name) (Signature) (Date)

TRANSFereeE (BUYER)

Andreas Makris (Print Name) [Signature] (Date) 8/18/14

(Print Name) (Signature) (Date)

(Print Name) (Signature) (Date)

If the Applicant is a sole-proprietor, he/she must complete and sign the Application Verification form. If the application is for a partnership, all partners to the partnership agreement must sign this form. If the Applicant is incorporated, the President or Secretary must sign this form.

RECEIVED

AUG 22 2014

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

# VERIFIED STATEMENT OF APPLICANT

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

RECEIVED

AUG 22 2014

MAK MOVERS & STORAGE, LLC

Legal Name of Applicant

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

NEW HORIZON MOVERS & STORAGE

Trade Name, if any

1987 PIONEER ROAD HUNTINGDON VALLEY, PA 19006

Street Address (principal place of business)

City or Municipality

State

Zip Code

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

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

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

N/A

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

N/A

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

I HAVE WORKED IN THE MOVING AND STORAGE INDUSTRY FOR ABOUT FOUR YEARS AS BOTH DRIVER AND MOVER.

4. Describe your facilities, record maintenance plan and your communication network. Please include a description of your physical location, to include the office area, office machines that will be utilized, and the facility to house

vehicles. Household goods in use carriers should include a description of their storage facilities, if applicable. Please include an explanation of your plan to maintain records required by the PUC, as well as normal business records. In regard to your communication network, please explain how you will receive customer requests for transportation, how you will dispatch the vehicles to fulfill the request, and how you will maintain continuous communication with your drivers. Finally, please state your intended business hours.

Currently lease 4000 square feet of warehouse space and 1000 square feet of office space.

Record Maintenance and Communication Network

Sales/bookkeeper in office Monday thru Friday, 9 A.M to 5 P.M.

Communication will include emails, phone service and on site estimates.

Office equipment includes fax, computers, printers, telephone and laptops.

(Item 4 continues below)

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

One employee (sales/bookkeeping). Transferee will also be assisting employee on a daily business.

6. Please state the number of drivers you intend to use or hire in your business and explain why that number of drivers is appropriate for the size of the geographical territory you will be serving. In addition, please explain:

- a. Your hiring standards for drivers;
- b. Your system to ensure prospective drivers will be subject to a criminal background check;
- c. Your driver training program;
- d. Your system for ensuring that your drivers are properly licensed at all times;
- e. Your system to ensure that all drivers will be subject to a criminal background check every two years;
- f. Your policies regarding alcohol and drug use by your drivers.

Two drivers. Transferee will only book work based on equipment available.

a-f

Clean driving record for three years. No suspended licenses. Before hiring all drivers employed will be subject to a criminal background check. Any driver being hired will for 30 days be working along side experienced driver. Every six months a MVR report and periodic license check will be performed every 2 months. Alcohol and drug use will not be tolerated.

4. Continued from top of page

Power equipment at the end of day will be parked within the warehouse. Will provide open space storage. In the near future wooden crates will be added.

Every completed moving service includes a file providing a bill of lading information to shipper and estimated cost of service form. All documents will be signed by customer. Business records include booking, maintenance records, correspondence. All records will be maintained in accordance with Pa PUC regulations.

Communication with customers will be through emails, phone, and on site estimates. Communication with drivers will be cell phone and at the warehouse facility. Office hours will be 8 A.M. to 10 P.M. Monday thru Sunday.

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

<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>SEATING CAPACITY</u>	<u>VEHICLE ID #</u>
2005	Freightliner	(Straight Box)	3	1FVACWDC85SHV04389

8. Describe your vehicle safety program. Please include the following in your explanation:
- Your periodic vehicle maintenance plan;
  - Your system for ensuring your vehicles will continuously comply with Pennsylvania's equipment standards (67 Pa. Code, Chapter 175) that are applicable to the type of vehicles used in your business;
  - Your system for ensuring your vehicles will maintain compliance with the PUC's requirements for passenger service at 52 Pa. Code, Section 29.403 (applicable to passenger applicants only);
  - Your system for replacing vehicles once they are greater than eight model years in age in compliance with 52 Pa. Code, Section 29.314(d) (applicable to taxicabs) or 52 Pa. Code, Section 29.333(e) (applicable to limousines);
  - Your system for ensuring the filing of an annual vehicle list (taxicabs and limousines);
  - Your system for ensuring your vehicles will comply with the requirements of 49 CFR Parts 393 and 396, as adopted by the PUC at 52 Pa. Code, Chapter 37 (applicable to HHG applicants).
- Periodic vehicle maintenance will be performed and inspected every three months.
  - Transferee is familiar with the provisions of 67 Pa. Code, Chapter 175 and will meet those provisions as required.
  - Not applicable
  - Not applicable
  - Not applicable
  - Transferee is familiar with the provisions of 49 CFR Parts 393 and 396, as adopted by the Pa. PUC at 52 Pa. Code, Chapter 37 and will meet those provisions as required.
9. Please explain what steps you have taken to determine if you can obtain and pay the premiums to maintain insurance coverage for the proposed number of vehicles for your business.  
 Already obtained required property/liability/commercial auto and cargo. Making monthly premium.
10. Please describe your customer service standards. Within your description, please explain:
- Your plan to inform customers of the procedures for filing complaints with the PUC;
  - Your intended customer complaint resolution procedure.

Transferee will inform customers on each move concerning the filing of a complaint before the Pa P.U.C. In addition the Information for Shippers document is provided to the customer states both the carrier and shipper responsibilities. Transferee will in every case provide the attention necessary to

11. Criminal Record. Have you, any members (if LLC or LLP), shareholders, or officers (corporations) been convicted of a misdemeanor or felony for which you remain subject to supervision by a court or correctional institution? resolve complaint.

\_\_\_ YES    X NO

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

### Verification of Statement

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



(Signature)

FRANCIS MARRIS OWNER

(Name and Title, printed or typed)

8/18/14

(Date)

Mak Movers & Storage, LLC  
D.B.A New Horizon Movers  
1987 Pioneer Rd  
Huntingdon Valley, Pa 19006

Office: 215-956-3800  
Fax: 215-956-3857

Date: 8/20/14

New Horizon Movers maintains an extensive safety program directed both at drivers and vehicles.

With respect to drivers there is a pre-hiring screening which includes an interview, an MVR check through applicant's insurance company, a review of previous employment history, and a medical examination. In addition the owner performs a driving test if hired and if hired the employee will work with an experienced driver for at least thirty (30) days before actually driving the vehicle. Period drug and alcohol testing occurs on a random basis.

In respect to vehicles, a preventative maintenance service is routine every 6,000 miles or 3 months (which ever comes first). In addition to DOT inspection and twice yearly State Inspection, applicant has each vehicle inspected daily by the driver and employee before and after departure. Each vehicle has a DOT Handbook and Fleet Safety Handbook on board in addition to the logs required by Federal and State Laws. All drivers are required to be familiar with not only the vehicle but the handbooks.

Regards,

A handwritten signature in black ink, appearing to read 'Andreas Makris', with a long horizontal flourish extending to the right.

Andreas Makris  
Owner / Director of Operations  
New Horizon Movers  
[www.newhorizonmovers.com](http://www.newhorizonmovers.com)

NUMBER

ORGANIZED UNDER THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA  
2014

**MAK Mover's & Storage, LLC**

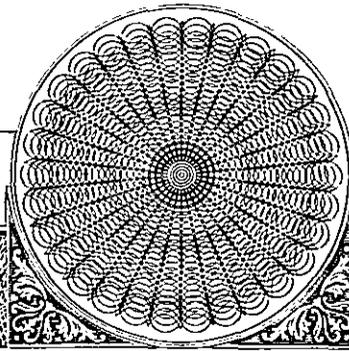
**MEMBERSHIP CERTIFICATE**

This Certifies that ANDREAS MAKRIS is the registered holder of MAK MOVERS & STORAGE, LLC Membership Interest(s) of the above named Company, transferable only on the books of the Company by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed and in accordance with the terms and conditions of the Articles of Organization and the Operating Agreement of the Company, as amended to the date of transfer, copies of which may be inspected and copied during normal business hours at the principal office of the Company.

In Witness Whereof, the said Company has caused this Certificate to be signed by its duly authorized Manager(s) or Officer(s) and its Seal to be hereunto affixed

this TUESDAY 19<sup>th</sup> day

of AUGUST A.D. 2014



For Value Received \_\_\_\_\_ hereby sell, assign and transfer  
unto \_\_\_\_\_

\_\_\_\_\_ Membership  
Interest(s) represented by the within Certificate, and do hereby irrevocably  
constitute and appoint

\_\_\_\_\_ Attorney  
to transfer the said Membership Interest(s) on the books of the within named  
Company with full power of substitution in the premises.

Dated \_\_\_\_\_, \_\_\_\_\_.

In presence of

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

NOTICE. THE SIGNATURE OF THIS ASSIGNMENT  
MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE  
FACE OF THE CERTIFICATE, IN EVERY PARTICULAR, WITHOUT  
ALTERATION OR ENLARGEMENT, OR ANY CHANGE WHATSOEVER.

Mak Movers & Storage, LLC  
D.B.A New Horizon Movers  
1987 Pioneer Rd  
Huntingdon Valley, Pa 19006

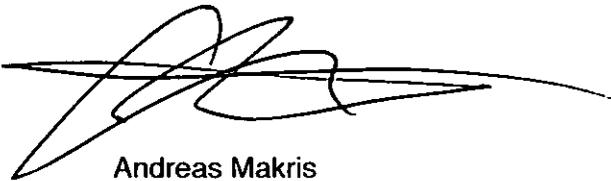
Office: 215-956-3800  
Fax: 215-956-3857

Date: 8/20/14

To Whom it May Concern:

The Transferor (New Horizon Movers, LLC / Shlomo Suddai) has no debt / liabilities to transfer and I have checked as well to confirm.

Regards,

A handwritten signature in black ink, appearing to be 'AM', with a long horizontal line extending to the right.

Andreas Makris  
Owner / Director of Operations  
New Horizon Movers  
[www.newhorizonmovers.com](http://www.newhorizonmovers.com)

## Balance Sheet

As of July 31, 2014

	Jul 31, 14
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
Citibank Operating 7922	9,166.36
Monster Cleaning 6277	11,607.18
New Horizon Movers	2.10
<b>Total Checking/Savings</b>	20,775.64
<b>Other Current Assets</b>	
Due to/from Olympic Movers	23,322.97
<b>Total Other Current Assets</b>	23,322.97
<b>Total Current Assets</b>	44,098.61
<b>Other Assets</b>	
Truck	4,107.50
<b>Total Other Assets</b>	4,107.50
<b>TOTAL ASSETS</b>	48,206.11
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Long Term Liabilities</b>	
Truck Loan	-17,017.84
<b>Total Long Term Liabilities</b>	-17,017.84
<b>Total Liabilities</b>	-17,017.84
<b>Equity</b>	
Owner's Capital	34,355.62
Owner's Contributions	7,622.19
Owners Draw	
IRS Audit Payment	-13,046.00
Tax related draws	-19,243.94
Owners Draw - Other	-263,020.42
<b>Total Owners Draw</b>	-295,310.36
Retained Earnings	231,173.88
Net Income	87,382.62
<b>Total Equity</b>	65,223.95
<b>TOTAL LIABILITIES &amp; EQUITY</b>	48,206.11



Shlomo Suddai T.A. New Horizon Movers, LLC  
500 Office Center Drive, Suite 400  
Fort Washington, PA 19034  
Tel: 267-513-1726

August 20, 2014

RE: PUC License Transfer

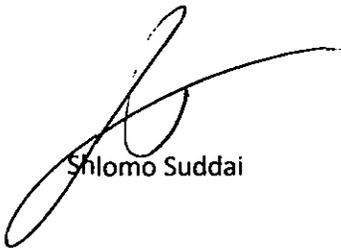
To Whom It May Concern:

I am writing this letter in support of the license transfer to Mr. Andreas Makris. A good business servicing the area involved; particularly Yardley, Newtown, and Morrisville where I had performed most of my moves, is as much needed today as 5 years ago when I received my authority.

Unfortunately, my family had to relocate to Florida due to personal reasons and it has created a situation where I was not able to service my clients the way I would like. As a result, I began contacting people and businesses in the area to find parties who might be interested in the license / authority. A number of people responded, but I was most impressed with Mr. Andreas Makris who I have also come to know as a close friend. He has quite a bit of experience in all facets of the moving industry and a sterling track record.

I believe Mr. Makris would certainly be an asset to the moving community. If there are any further questions, please feel free to contact me anytime.

Best Regards,



Shlomo Suddai

## **SALE OF BUSINESS ASSETS AGREEMENT**

This Sale of Business Assets Agreement was made, and entered into, on August 15th, 2014. It was made between the Seller, Shlomo Sudai d/b/a New Horizon Movers, who currently does business at 500 Office Center Drive, Suite 500, Ft. Washington, PA 19034 and the Buyer, Andreas T. Makris d/b/a Mak Movers and Storage, LLC, doing business at 2120 Edge Hill Road, Huntingdon Valley, PA 19006. The Seller now owns and conducts a Moving and Storage business, which operates under the name of New Horizon Movers, and is located at the following address: 500 Office Center Drive, Suite 400, Ft. Washington, PA 19034. For valuable consideration, the Seller and Buyer agree to the following:

1. The Seller shall sell to the Buyer certain assets of this business as shown or listed in Exhibit A, which is attached and considered part of this agreement. These assets will be transferred from any liabilities, claims, and indebtedness, unless specifically stated in Exhibit A.
  
2. The Buyer agrees to pay the Seller the total sum of One Hundred Twenty Thousand Dollars (\$ 120,000.00) which the Seller agrees to accept as payment in full. The purchase price will be paid in the following manner: One Hundred Twenty Thousand Dollars (\$ 120,000.00) to be paid in full on the date the Agreement of Sale is signed by the parties.
  
3. This agreement will close on the following date; August 15, 2014. This agreement will also close in the following city and state: Philadelphia, PA. At that time, and upon receiving the Specified payment from the Buyer, the Seller will provide the following documents to the Buyer: A completed Bill of Sale for all personal property (which includes equipment, inventory, parts, supplies, etc.). Any and all other documents of transfer, as listed below: Titles to motor vehicles, Assignment of Leases for two business addresses
  
4. The Seller both warrants and represents that they are in full compliance with any laws or regulations affecting their business, including any laws which may govern bulk sales or transfers.
  
5. The Seller also represents that they have a good and marketable title to all assets which are shown on Exhibit A, and that said assets are free from any restrictions on transfer, sale, claims, taxes, liabilities, or indebtedness except for those which are specifically mentioned on Exhibit A.
  
6. The Seller also warrants and represents that any and all equipment included in the sale will be delivered in "as is/where is" condition on the date of closing.

Buyer  Seller 

7. Buyer intends to move the business to a new address and therefore, there is no assignment or assumption of the seller's current leases for the present business office located at 500 Office Center Drive, Ft. Washington, PA 19034 or the lot and storage facility located at 1140 Easton Road, Willow Grove, PA 19034.

8. Between the date that this agreement was entered into and the date of closing, the Seller agrees to carry on with business in the usual manner, and agrees to not enter into any new contract or agreement that that will affect the business assets, without the prior approval of the Buyer.

9. The Buyer represents that they are capable of financially completing the purchase of these business assets, and fully understand their obligation under this agreement.

10. Seller, Shlomo Sudai agrees that during a period of two months after the date of transfer of the business to buyer, Andreas T. Makris, that he will provide advice and training concerning the day to day operations of the business. This shall consist of fifteen working days that the seller will be present at the office on a full time basis and 30 additional hours of advice and training by way of phone conversations and conferences, all at the request of Buyer.

11. The parties agree that any bills or invoices incurred by Seller prior to the date of this agreement of sale shall be the sole responsibility of seller. Seller shall indemnify and hold Buyer harmless for said bills and invoices. The parties further agree that any bills and invoices incurred by Buyer after the date of this agreement of sale shall be the sole responsibility of buyer. Buyer shall indemnify and hold seller harmless for said bills and invoices.

12. The Seller specifically agrees that for a period of five (5) years after the Sale of the Business (Date of this Agreement), the Seller nor any business in which seller has an ownership interest or other affiliation will not engage, directly or indirectly, either as proprietor, stockholder, partner, any officer, employee or otherwise, in the same or similar activities as were performed for the Company in any business within a 300 mile radius of the Company's Current Address, 500 Office Center Drive, Ft. Washington, PA 19034, which distributes or sells products or provides services similar to those distributed, sold, or provides moving or storage Services similar to those provided by the Seller at any time during the five years prior to the Agreement of Sale. Buyer or any business owned, managed or controlled, by buyer shall be exempt from the requirements of this paragraph. Additionally, deliveries within said area are permitted as long as pickups are outside the restricted area.

Buyer AM Seller [Signature]

13. Seller agrees that for five (5) years after Seller is no longer affiliated with the Company, that Seller will not directly or indirectly solicit, agree to perform or perform services of any type that the Company can render ("Services") for any person or entity who paid or engaged the Company for Services, or who received the benefit of the Company's Services, or with whom Seller had any substantial dealing while affiliated with Seller Company. However, this restriction with respect to Services applies only to those Services rendered by Employee or an office or unit of the Company in which Seller worked or over which Seller had supervisory authority. This restriction also applies to assisting any employer or other third party.

14. For a period of five (5) years from the date that Seller is no longer affiliated with the Company, Seller shall not take any actions to assist Seller's successor employer or any other entity in recruiting any other employee who works for or is affiliated with the Company. This includes, but is not limited to: (a) identifying to such successor employer or its agents or such other entity the person or persons who have special knowledge concerning the Company's processes, methods or confidential affairs; and (b) commenting to the successor employer or its agents or such other entity about the quantity of work, quality of work, special knowledge, or personal characteristics of any person who is still employed at the Company. Seller also agrees that Seller will not provide such information set forth in (a) and (b) above to a prospective employer during interviews preceding possible employment.

15. This Agreement may be assigned by the Buyer Company in the event of a merger or consolidation of the Buyer Company or in connection with the sale of all or substantially all of the Buyer Company's business.

16. The covenants of this Agreement shall be severable, and if any of them is held invalid because of its duration, scope of area or activity, or any other reason, the parties agree that such covenant shall be adjusted or modified by the court to the extent necessary to cure that invalidity, and the modified covenant shall thereafter be enforceable as if originally made in this Agreement. Seller agrees that the violation of any covenant contained in this Agreement may cause immediate and irreparable harm to the Company, the amount of which may be difficult or impossible to estimate or determine. If Seller violates any covenant contained in this Agreement, the Company shall have the right to equitable relief by injunction or otherwise, in addition to all other rights and remedies afforded by law.

17. No modification of this agreement will be considered effective unless it is writing, and signed by both the Buyer and the Seller, or their representatives. This agreement binds and benefits both the buyer and seller, as well as any successors. Time is to be considered of the essence of this agreement. This document, including any attachments, is to be considered the entire agreement between the Buyer and Seller. This agreement is to be enforced and governed by the laws of the Commonwealth of Pennsylvania.

Buyer  Seller 

The Buyer and Seller have signed this Agreement on the date specified below

  
\_\_\_\_\_  
Shlomo Sudaj, Seller  
New Horizon Movers, LLC

8/22/14  
Date of Signature

  
\_\_\_\_\_  
Andreas T. Makris, Buyer  
Mak Movers and Storage, LLC

8/22/14  
Date of Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

## SCHEDULE A

The assets of New Horizon Movers being transferred from seller to buyer include the following:

1. A 2004 Ford Freestar Minivan with the VIN No. 2FMZA516X4BAA96627.
2. A 2005 Freightliner (straight) with the VIN No. 1FVACWDC85SHV04389
3. Equipment, supplies and inventory located at storage facility, 1140 Easton Road, Willow Grove, PA 19090, including, but not limited to materials, pads, hand trucks, straps, boxes and wrap
4. (2) mobile cell phones with the numbers(302)-740-0980 and (240)- 505-3646
5. Exclusive ownership and use of websites and domain names for New Horizon Movers and all other names that the Seller is currently trading under or has traded under in the past.
6. As between Seller and Buyer exclusive right to use and trade under the names, New Horizon Movers, SLS and Educated Movers.
7. As between Seller and Buyer exclusive ownership and use of the telephone numbers: (302)-740-0980, (240)-505-3646, 1-800-585-1107, (215)-321-2088, (215)-541-5417 , (301)-668-8588 and (301)-585-5551
8. The Dell Computer and all other business equipment and supplies located at the 500 Office Center Drive, Ft. Washington, PA 19034. It is understood by both parties that this agreement does not include the furniture and other equipment which belongs to the landlord, Regus Offices.
9. Transfer of PUC # A-8911075
10. The following Web and Domain Names:
  - a. [www.newhorizonmovers.com](http://www.newhorizonmovers.com)
  - b. [www.educatedmoving.com](http://www.educatedmoving.com)
11. The Following e-mail address:
  - a. [info@movers48.com](mailto:info@movers48.com)
  - b. [info@newhorizonmovers.com](mailto:info@newhorizonmovers.com)
  - c. [Olympic.movers@gmail.com](mailto:Olympic.movers@gmail.com)
  - d. [educatedmoving@gmail.com](mailto:educatedmoving@gmail.com)

Buyer ATA, Seller [Signature]

FROM:

MAK Movers & Storage, LLC  
D.B.A. New Horizon Movers  
1987 Pioneer Rd.  
Huntington Valley PA 19006



1007

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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

CUSTOMER USE ONLY

FROM: (PLEASE PRINT)

PHONE (215) 304-8100

MAK Movers & Storage LLC  
D.B.A. New Horizon Movers  
1987 Pioneer Rd.  
Huntington Valley PA 19006

PAYMENT BY ACCOUNT (if applicable)

DELIVERY OPTIONS (Customer Use Only)

SIGNATURE REQUIRED Note: The mailer must check the "Signature Required" box if the mailer: 1) Requires the addressee's signature, OR 2) Purchases additional insurance, OR 3) Purchases COD service, OR 4) Purchases Return Receipt service. If the box is not checked, the Postal Service will leave the item in the addressee's mail receptacle or other secure location without attempting to obtain the addressee's signature on delivery.

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

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