LAW OFFICES HWANG & ASSOCIATES, P.C.

> 12TH FLOOR 1700 SANSOM STREET PHILADELPHIA, PA 19103

(215) 972-5100 TELECOPIER (215) 972-5110

> PUBLIC UTILITY COMMISSION SECRETARY BUREAU

NOV 2 2 1995

RE(

November 20, 1995

John G. Alford, Secretary Pennsylvania Public Utility Commission North Street & Commonwealth Avenue Harrisburg, PA 17120

> RE: Frieda Ambrose and Francis J. Ambrose, Partners, t/d/b/a Maiden Moving Co. -Purchase of Authority <u>Estate of William Clark t/d/b/a Maiden Moving Co.</u>

Dear Secretary Alford:

Enclosed for filing in reference to the above transaction please find the original and two copies of an Application for Approval of Transfer and Exercise of Common or Carrier Right. Also enclosed is a check in the amount of \$350.00 as the filing fee.

Please indicate receipt of the enclosed documents by date-stamping the duplicate of this letter and returning it to me in the enclosed, self-addressed, stamped envelope.

Thank you in advance for your assistance. Should you have any questions, please do not hesitate to call me.

Very truly yours,

Richard A. Franklin

HWANG & ASSOCIATES, P.C.

RAF/sg Encl. cc: William J. O'Brien, II, Esq. Mr. and Mrs. Ambrose \def\2967\let.jga

SAM Y. HWANG MARK A. HAAS¹ TSIWEN M. LAW RICHARD A. FRANKLIN ANTHONY J. HOM^{2*} YOUNG K. PARK^{3*} CHANG H. YUN^{4*} JERRY ZASLOW^{3*}

Also Admitted in NJ
 Also Admitted in DC
 Also Admitted in NJ & NY
 Also Admitted in NY
 Also Admitted in NJ, NY & FL.
 Of Counsei

PUC-190: Transfer (Rev 8/88) abc\3201\puc-190

RECEIVED

BEFORE THE

NOV 22 1995

PUBLIC UTILITY COMMISSION SECRETARY BUREAU

Sugar,

PENNSYLVANIA PUBLIC UTILITY COMMISSION

APPLICATION FOR APPROVAL OF TRANSFER AND EXERCISE OF COMMON OR CONTRACT CARRIER RIGHT */*&}

			TAGOLANT
Application of Frieda Ambrose and France	vis I Ambrose	Partners t/a l	Maiden Moving Co
(Applicant/Transfe		<u>1 antilions, ou 1</u> (3)) IT I In In I I
(Approvide Francis	loc Bujelj	~ 40 /	V U
for approval of the transfer and to exercis	e the right	Partners, t/a 463 (17	PUC USE ONLY
	, , , , , , , , , , , , , , , , , , ,	•	
as a <u>common</u> carrier, described	1 at Docket		Docket No. <u>A - 11 2674</u>
(common-contract)			
No. <u>A-106656</u> , Folder No	, issued to		Folder No
		\mathbb{D}	NII. Plank
<u>William Clark t/d/b/a Maiden Movi</u>	ng Co.	Jode	len unk
(Transferor-Seller)		a dam	mati tal 11 th
		anna	menning of all
for the transportation of <u>property</u>	•	CAN	of the thin Clerk,
(persons-pr	operty)	decease	d towasting
			/ / / /
		,	
SEE INSTRUCTIONS	BEFORE CO	MPLETING	APPLICATION
		and the second sec	_
1. Frieda Ambrose and Francis J. Amb	orose, Partners		A STATE OF THE STA
(Full and correct name of applicant/trans	feree)		DOCKETEU
	1		APPLICATION DOCKET
2. <u>Maiden Moving, Co.</u>			
(Trade name, if any)			DEC 0 6 1995
The trade name <u>has</u>	_ been registere	ed with the Se	cretary of the Na
(has or has not)			Elvaur
Commonwealth on <u>July 10, 1995</u>	_ (attach copy	of the stamp	ed registration form).
(date)			
3. <u>624 Wilhelmina Ave.</u>			
(Business Street Address)			(P.O. Box, if any)
Horsham Montgomery	PA	<u> </u>	215-674-9232
(City) (County)	(State)	(Zip)	(Telephone)

4.,	Applican	it's attorney (for this ap		U	
	D :-1		1700 Sansom St., 12th Fl.		5100
	(Name)	-	<u>Philadelphia, PA 19103</u> ddress)	<u>215-972</u> (Teler	
5.	Any doc	uments should be mail	ed to:		,
	Transfere	ee: <u>Richard A. Frankli</u> (Name)	n, Esq. <u>1700 Sansom Str</u> (Address)	eet, 12th Floor, Phila., PA	19103
	Transfere	or: <u>William J. O'Brien</u> (Name)	, <u>II, Esq. 4322 Main Stree</u> (Address)	t <u>, P.O. Box 4603, Phila., I</u>	<u>°A 19127</u>
6.	Applican	t <u>does not</u> (does/does not)	hold Pa. PUC authority und	ler Docket Number	
	Δ_	and oper	ates as a	carrier	
	<u>^-</u>		(common or co		
7.	Applican	t <u>does not</u> 1 (does/does not)	nold Interstate Commerce C	Commission authority	
	at Docke	t No			
8.	Applican	t is (check one):			
		Individual.			
	X	Partnership. Must at	tach copy of partnership ag	reement (unless a copy is	presently on
		file with PUC), and l	ist names and addresses of]	partners below (use additi	onal sheet if
		necessary).			
		Frieda Ambrose	524 Wilhelmina Ave., Hors	ham, PA 19044	
		(Name)	(Address)		
		Francis J. Ambrose	624 Wilhelmina Ave., Hor	sham, PA 19044	
	[]				1
		Corporation. Organiz	zed under the laws of the St	tate 01	_ and quanned
		to do business in Pen	nsylvania by registering wi	th the Secretary of the Co	mmonwealth on
		(A	ttach copy of Certificate of	Incorporation or Authorit	y and
		statement of charter p	ourpose). Include as an attac	chment a list of corporate	officers and
		their titles and the na	mes addresses and number	of shares held by each sto	ckholder.

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- 9.. If applicant, its stockhorders or partnership members are in control of or affiliated with any other carrier, state name of carrier(s), Docket Numbers(s) and nature of control or affiliation.
 <u>Francis Ambrose is sole shareholder of F. Ambrose Moving, Inc.</u>
 <u>Docket No. A 00108228</u>
- 10. Applicant proposes to acquire <u>all</u> of the operating rights now held by the transferor. (all or part)
 Attach sheet describing rights to be transferred to applicant and rights to be retained by

transferor, if any. If any rights are to be omitted, give reasons. See Appendix 3.

11. The reason for the transfer is <u>that Mr. Clark has passed away and his heirs do not wish to continue</u> the business

12a. The following must be attached:

- <u>X</u> Sales Agreement. <u>See</u>, Appendix 1.
- X List of equipment to be used to render service/vice. (Summarize by type.) See, Appendix
- 2.
- X Operating authority to be transferred/retained. <u>See</u>, Appendix 3.
- <u>X</u> Statement of Financial Condition. <u>See</u>, Appendix 4.
- X Statement of unpaid business debts of transferor and how they will be satisfied. <u>See</u>, Appendix 5
- X Statement of safety program. <u>See</u>, Appendix 6.
- <u>X</u> Statement of transferee's experience. <u>See</u>, Appendix 7.
- 12b. Attach the following, as appropriate (check those attached):
 - X Partnership Agreement. <u>See</u>, Appendix 8.
 - <u>X</u> Trade Name registration certificate. <u>See</u>, Appendix 9.
 - ____ Certificate of Incorporation. (Pa. Corporation only)
 - ____ Certificate of Authority. (Foreign [out-of-state] Corporation only)
 - ____ Statement of corporate charter purpose.
 - ____ List of corporate officers and stockholders.

- 13. Transferor attests that all general assessments and fines have been 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 permu 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:

Frieda Frieda Ambrose, Partner

<u>11/10/95</u> (Date)

troncis Francis J. Ambrose

(Date)

Transferor sign here:

Isa Clark, Executrix for William Clark

(Date)

- 13. Transferor attests that all general assessments and fines have been 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.
- 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:

Frieda Ambrose, Partner

(Date)

Francis J. Ambrose, Partner (Date)

1 - CS - C

e: <u>Estate of William R. Chark Second</u> 10-20 Isabell Clark, Administratrix (Date)

Transferor s	ign here:
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Isabell Clark, Administratrix Estate of William R. Clark, Deceased

TRANSFEROR'S VERIFICATION

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I, Isabell Clark, verify that I am the Administratrix of the Estate of William R. Clark, Deceased, and am authorized to make this Verification, that I have reviewed the foregoing document, that the facts set forth therein are true and correct to the best of my personal knowledge, information and belief, and that this Verification is made subject to the penalties of 18.Pa.C.S. §4909.

Isabell Clark, admenistration

Estate of William Clark Decanal Isabell Clark, Administratrix Estate of William Clark, Deceased

TRANSFEREE'S VERIFICATION

We, Frieda Ambrose and Francis J. Ambrose verify that we are the partners of transferee and are authorized to make this Verification, that we have reviewed the foregoing document, that the facts so forth therein are true and correct to the best of our personal knowledge, information and belief, and that this verification is made subject to the penalties of 18. Pa.C.S. §4909.

True brace

Freida Ambrose

Francis J. Ambrose

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APPLICATION OF FREIDA AMBROSE AND FRANCIS J. AMBROSE, PARTNERS, <u>T/A MAIDEN MOVING CO.</u>

AGREEMENT OF SALE

Attached hereto is a true and correct copy of the Agreement of Sale, executed by the transferee and transferor.

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APPENDIX 1

AGREEMENT OF SALE

THIS AGREEMENT is made this 23th day of May, 1995 by and between Frieda Ambrose and Francis J. Ambrose, Partners, t/a Maiden Moving, Co. ("PURCHASER") and the estate of William Clark ("SELLER").

BACKGROUND

SELLER holds operating rights issued by the Pennsylvania Public Utility Commission ("Pa PUC") at Docket No. A-106656 and Folders and Amendments thereunder ("Operating Rights"), and other assets used in the household goods moving business (collectively the "Assets"). SELLER desires to sell and PURCHASER desires to purchase the Assets upon the terms and conditions set forth hereinafter. In consideration of their mutual promises and undertakings herein set forth, SELLER and PURCHASER, intending to be legally bound hereby, agree as follows:

TERMS AND CONDITIONS

1. SELLER agrees to sell to PURCHASER and PURCHASER agrees to buy from SELLER, free and clear of all liens, encumbrances, security interests and other charges and claims, the Operating Rights, a 1986 GMC truck. SELLER'S telephone number, and the fictitious name "Maiden Moving, Co."

2. PURCHASER has not agreed to purchase any other assets from SELLER and PURCHASER does not in any way assume any debt, contract, lease or obligation of SELLER, and nothing in this Agreement shall be construed otherwise.

3. PURCHASER shall pay to SELLER the sum of Fourteen Thousand One Hundred Dollars (\$14,100.00) ("Purchase Price"), of which \$7,100 shall be allocated to the Operating Rights and the balance to the remaining Assets, to be paid as follows:

\$7,050.00 on May 31, 1995; and

\$7.050.00 at Closing.

4. SELLER and PURCHASER understand that the transfer is subject to approval by the Pa PUC. PURCHASER shall promptly seek such approval and the parties agree to cooperate in such proceedings before the Pa PUC.

5. Closing shall be held at a time and place and on a date mutually agreed by the parties, but no later than the thirty (30) days after approval of the sale by the Pa PUC.

6. At Closing, PURCHASER shall deliver to SELLER the balance of the Purchase Price and SELLER shall execute and deliver to PURCHASER a Bill of Sale which evidences the transfer of the Assets free and clear from SELLER to PURCHASER.

7. If the Pa PUC fails to approve the transfer or grants approval but imposes conditions which materially vary or alter the terms of this Agreement or the scope of the Operating Rights, PURCHASER shall have the right to terminate this Agreement. Upon termination of this Agreement, SELLER shall promptly return the portion of the Purchase Price paid, PURCHASER shall return the 1986 GMC truck to SELLER, PURCHASER's right to manage the business shall automatically terminate and SELLER shall resume management of the business, and thereafter neither party shall be further obligated to the other under this Agreement, except that PURCHASER shall remain liable for the business expenses incurred, and retain the right to collect the all receivables generated, during PURCHASER's management of the business.

8. All costs incurred to effectuate the transfer of the Assets, including attorney's fees, shall be shared equally by PURCHASER and SELLER, except the cost of transferring the telephone number shall be the sole responsibility of PURCHASER. PURCHASER shall have the right to select and retain legal counsel and such other professional assistance as PURCHASER deems appropriate to assist in the transfer of the Assets, and may offset the SELLER's portion of said costs against the amount of the Purchase Price to be paid at Closing.

9. SELLER shall be responsible for all debts of the business incurred on or before May 30, 1995. PURCHASER shall have the right to manage SELLER's business after May 30, 1995, and shall have the right to take any action on behalf of SELLER. SELLER shall take no action to interfere with PURCHASER's operation of SELLER's business or to materially diminish the value of the Assets. PURCHASER shall be liable for all debts and obligations incurred while managing the business and shall be entitled to retain all income related to the operations conducted. PURCHASER shall comply with all legal requirements while managing SELLER's business.

10. SELLER shall indemnify and hold harmless PURCHASER from any and all claims asserted against PURCHASER, arising from or relating to i/ any act or omission of SELLER, ii/ SELLER's operations under the Operating Rights, or iii/ any misrepresentation, breach of warranty or non-fulfillment of any agreement on the part of SELLER under this Agreement, as

well as all costs and expenses, including legal fees, incurred by PURCHASER incident to any of the foregoing. SELLER will reimburse PURCHASER, on demand, for any payment made or loss incurred by PURCHASER in respect of any liability or claim to which the foregoing indemnity relates.

11. PURCHASER shall indemnify and hold harmless SELLER from any and all claims asserted against SELLER, arising from or relating to i/ PURCHASER'S management of SELLER's business prior to Closing or ii/ any misrepresentation, breach of warranty or nonfulfillment of any agreement on the part of PURCHASER under this Agreement, as well as all costs and expenses, including legal fees, incurred by SELLER incident to any of the foregoing. PURCHASER will reimburse SELLER, on demand, for any payment made or loss incurred by SELLER in respect of any liability or claim to which the foregoing indemnity relates.

12. Each party shall indemnify the other pursuant to Sections 10 and 11, respectively, only if such claim exceeds One Thousand Dollars (\$1,000.00) in the aggregate.

13. SELLER and PURCHASER each warrant and represent that they have the requisite authority to enter into this Agreement and that upon execution hereof, the Agreement shall be legally binding upon them.

- 14. MISCELLANEOUS
- a. <u>Survival of Representations</u>. All representations, warranties and agreements made by the parties in this Agreement or pursuant hereto shall survive the Closing hereunder and any investigation at any time made by or on behalf of the parties.
- <u>Entire Agreement</u>; <u>Amendments</u>; <u>Parties in Interest</u>. This Agreement and the other agreements referred to nerein, set forth the entire understanding of the parties. This Agreement shall not be changed or terminated orally, and may be modified only by a writing signed by all of the parties hereto. All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by the legal representatives, successors and assigns of the parties.
- c. <u>Governing Law</u>. This Agreement is being delivered and is intended to be performed in the Commonwealth of Pennsylvania and shall be construed and enforced in accordance with the laws thereof.

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- d. <u>Headings</u>. The headings contained in this Agreement are for reference only and shall not affect in any way the meaning or interpretation of this Agreement.
- e. <u>Separability</u>. In the event that any provision of this Agreement is found to be void, the remaining provisions of this Agreement shall, nevertheless, be binding with the same effect as though the void prov vas deleted.
- f. <u>Counterparts</u>. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

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

PURCHASER

Frieda Amorose

ancis J. Ambrose

SELLER

Plank

Isabell Clark, Executrix ^r state of William Clark

APPLICATION OF FREIDA AMBROSE AND FRANCIS J. AMBROSE, PARTNERS, <u>T/A MAIDEN MOVING CO.</u>

LIST OF EQUIPMENT TO BE USED

Applicant will use the 1986 GMC truck being purchased from transferor in the conduct of the business. As noted in the application, Francis J. Ambrose is sole shareholder of F. Ambrose Moving, Inc., a certificated carrier. If additional equipment is needed it will be leased on a short term basis from F. Ambrose Moving, Inc.

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APPENDIX 2

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APPLICATION OF FREIDA AMBROSE AND FRANCIS J. AMBROSE, PARTNERS, <u>T/A MAIDEN MOVING CO.</u>

AUTHORITY TO BE TRANSFERRED

To transport, as a class D carrier, household goods and use, between points in the city and county of Philadelphia.

To transport, as a class D carrier, household goods and use, from points in the city and county of Philadelphia to other points in Pennsylvania within a fifty (50) mile airline radius of the Philadelphia City Hall, including the cities of Reading, Burke County and Allentown, Leheigh County.

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APPENDIX 3

APPLICATION OF FREIDA AMBROSE AND FRANCIS J. AMBROSE, PARTNERS, <u>T/A MAIDEN MOVING CO.</u>

STATEMENT OF FINANCIAL CONDITION

Attached hereto are a personal balance sheet and income statement prepared by John J. Gipprich, Jr., who is the accountant for transferee.

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APPENDIX 4

JOHN J. GIPPRICH, JR. TAX ACCOUNTANT AND AUDITOR 905 N. EASTON ROAD WILLOW GROVE, PENNSYLVANIA 19090-2036 215-659-7611

August 30, 1995

Francis J. & Frieda Ambrose 624 Wilhelmina Avenue Horsham, Pennsylvania 19044-1229

Dear Mr. & Mrs. Ambrose,

Attached is a compilation of your Personal Balance Sheet as of July 31, 1995.

In addition to your Balance Sheet, please be advised that the sources of your personal income are as follows:

1) Salary and Wages	\$18,720
2) Interest Income	393
3) Rental Income	3,115
4) Sub-"S" Corporate Income	58,085
Total Income	\$80,313

The Income shown is that which was reported to the Internal Revenue Service for Calender Year 1994.

If you have any questions, or need additional information, please feel free to call me.

Sincerely,

John J. Lund / John J. Gipprich, Jr.

Enc.

FRANCIS J. & FRIEDA AMBROSE PERSONAL BALANCE SHEET JULY 31, 1995

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ASSETS

Current Assets: Cash Individual Retirement Annuities Loan Receivable Total Current Assete		\$ 20,000 36,000 5,000 61,000 ✓
Real Estate: Residence-641 Wilhelmina Avenue Ground-Pocono Mts. (53 Acres) Ground-Horsham, PA (3.5 Acres) Rental-515 Easton Road Rental-521 Easton Road	\$225,000 100,000 170,000 205,000 100,000	800,000
Other Assets: Personal Property Motor Vehicles Investment-F. Ambrose Moving, Inc. Total Assets	55,000 37,000 _382,351	<u>474,351</u> \$1,335,351
LIABILITIES AND NET WORTH		
Current Liabilities: Current Portion of Long Term Debt		\$ 29,280 /
Long Term Debt (Mortgages)		81,720 🦈
Net Worth: Francis J. & Frieda Ambrose		1,224,351
Total Liabilities and Net Worth		<u>\$1,335,351</u>

" SEE ACCOUNTANT'S LETTER "

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APPLICATION OF FREIDA AMBROSE AND FRANCIS J. AMBROSE, PARTNERS, <u>T/A MAIDEN MOVING CO.</u>

STATEMENT OF UNPAID BUSINESS DEBTS OF TRANSFEROR

The unpaid business debts of Transferor have been or will be satisfied by Transferor in the ordinary course of business as part of the resolution of decedent Transferor's estate.

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APPENDIX 5

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APPLICATION OF FREIDA AMBROSE AND FRANCIS J. AMBROSE, PARTNERS, <u>MAIDEN MOVING CO.</u>

STATEMENT OF SAFETY PROGRAM

Applicant, as previously noted, is affiliated with F. Ambrose Moving, Inc.("F. Ambrose"), an experienced carrier in interstate and Pennsylvania intrastate commerce. F. Ambrose currently holds a satisfactory rating from the United States Department of Transportation. Applicant is firmly committed to operating safely and will adopt a safety program identical to that utilized by F. Ambrose. The safety program is designed to ensure compliance with all applicable regulations of the United States and Pennsylvania Departments of Transportation and of this Commission.

Drivers are carefully screened and tested so that Applicant may fully evaluate their driving ability. Each new driver receives a physical examination which includes drug testing in accordance with the requirements of the U.S. Dept. of Transportation. Drivers who initially qualify will be hired for a probationary period, so their skills can be further assessed. Applicant will also stress continuing education and regular monitoring of employees' performance.

Applicant will also go to great lengths to ensure that its equipment is kept in peak operating condition and is safe for over the road operation. Preventative maintenance will be performed at regular times/mileage intervals and daily inspections will be performed, with any defects that are detected being repaired before the vehicle is returned to service.

Applicant submits that the proposed operation will be performed in the safest possible manner.

APPLICATION OF FREIDA AMBROSE AND FRANCIS J. AMBROSE, PARTNERS, MAIDEN MOVING CO.

STATEMENT OF TRANSFEREE'S EXPERIENCE

As noted above, Applicant Francis J. Ambrose is also the sole officer, director, and stockholder of F. Ambrose Moving, Inc., a certificated carrier which has operated in interstate and Pennsylvania intrastate commerce for many years. Frieda Ambrose has also been involved at a variety of levels in the operation of F. Ambrose for many years. This experience will be brought to bear in providing service pursuant to the authority in the instant proceeding.

It is Applicant's intention to utilize drivers and other personnel experienced in rendering service of the nature proposed herein. In particular, Applicant will give hiring preference to employee of Transferor.

Applicant submits that it has the experience necessary to render the proposed service.

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APPENDIX 7

APPLICATION OF FREIDA AMBROSE AND FRANCIS J. AMBROSE, PARTNERS, MAIDEN MOVING CO.

PARTNERSHIP AGREEMENT

Attached hereto is a true and correct copy of the Partnership Agreement executed by Frieda Ambrose and Francis J. Ambrose relating to the purchase of Maiden Moving.

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APPENDIX 8

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P. 002

PURCHASE AGREEMENT FOR THE PURCHASE AND OPERATION OF MAIDEN MOVING

Frieda Ambrose and Fran Ambrose hereby agree to enter into a general partnership for the purchase and operation of Maiden Moving. The purchase of Maiden Moving will include the purchase of one truck, PUC rights, a client list and existing contracts.

It is agreed that Frieda Ambrose will own and control 51 percent of Maiden Moving. Fran Ambrose will own and control 49 percent of Maiden Moving.

This partnership agreement is entered into pursuant to and under the Pennsylvania Partnership Act. Any action for enforcement of this agreement shall be filed in the Court of Common Pleas in Montgomery County.

Frieda Ambrose will maintain control of and be responsible for all decision making for Maiden Moving.

Now intending to be legally bound we set our signatures at the bottom of this page.

Friedal mbrose

Date: 6/8/95

Joubrose ر BROSE

APPLICATION OF FREIDA AMBROSE AND FRANCIS J. AMBROSE, PARTNERS, MAIDEN MOVING CO.

FICTITIOUS NAME REGISTRATION

Attached hereto is a true and correct copy of the Application for Amendment, Cancellation or Withdraw of Fictitious Name indicating that the fictitious name has been transferred from transferor to transferee

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APPENDIX 9

PENNSYLVANIA DEPARTMENT OF STATE CORPORATION BUREAU ROOM 308 NORTH OFFICE BUILDING P.O. BOX 8722 HARRISBURG, PA 17105-8722

MAIDEN MOVING CO.

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THE CORPORATION BUREAU IS HAPPY TO SEND YOU YOUR FILED DOCUMENT. PLEASE NOTE THE FILE DATE AND THE SIGNATURE OF THE SECRETARY OF THE COMMONWEALTH. THE CORPORATION BUREAU IS HERE TO SERVE YOU AND WANTS TO THANK YOU FOR DOING BUSINESS IN PENNSYLVANIA. IF YOU HAVE ANY QUESTIONS PERTAINING TO THE CORPORATION BUREAU, CALL (717) 787-1057.

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ENTITY NUMBER: 0896634

MICROFILM NUMBER: 09553

1598-1599

F AMBROSE MOVING INC 624 WILHELMINA AVE HORSHAM, PA 19044

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		, CANCELLATION DUS NAME 12/313 (Rev 90)	N OR WITHDRA	AWAL	
Indicate type of transaction (check on	e):				
X Application for Amendment of	Fictitious Name Registrat	tion (54 Pa.C.S. § 312	2)		
Application for Cancellation of	Fictitious Name Registrat	tion (54 Pa.C.S. § 313	3}		
Application for Withdrawal from	n Fictitious Name Regist	- ration (54-Pa.C.S. § 3	13)		
			· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·	
In compliance with the require desiring to amend, cancel or to withdr				ersigned ent	ing or entit
•		-			
	MAIDER	N MOVING CO.			
1. The fictitious name as heretofore r	egistered is:	N MOVING CO.			<u></u>
	egistered is:		arried on under or th	brough the fi	ictitious
- <u></u>	of business of the busine t, if any, is (the Departme	ess or other activity ca ent is authorized to co	nform to the record	s of the Dep	ounty
2. The address of the principal place name, including number and street 7535 Ridge Avenue, Pl Number and Street	egistered is: of business of the busine t, if any, is (the Departme hila. PA 19128 City	ess or other activity ca ent is authorized to co Philadelphia Stat	nform to the record: te Zip	s of the Dep	ounty
 The address of the principal place name, including number and street 7535 Ridge Avenue, Pl Number and Street The last preceding filing with respect 	egistered is: of business of the busine t, if any, is (the Departme hila. PA 19128 City	ess or other activity ca ent is authorized to co Philadelphia Stat	nform to the record: te Zip	s of the Dep ca 1:5/5/	ounty
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ISABELL CLARK	7535 RIDG	EAV	PHILA	PH 19125	<u> </u>
		<u></u>			· · · · ·
E The fictitious name registration	ion is cancelled.		.*		
5. A brief statement of the character	or nature of the business	or other activity	y to be carried	on under or thro	ugh the I
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the fictitious name.	iat ming under the Ficture	Jus Marnes Acr		s any exclusive u	·
8. (Optional-See Instruction F): This	application has been exe	cuted by an age	nt heretofore o	lesignated for tha	at purpos
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IN TESTIMONY WHEREOF, th	e undersioned has (have)	caused this App	lication for An	endment, Cancel	llation or
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APPLICATION OF FREIDA AMBROSE AND FRANCIS J. AMBROSE, PARTNERS, MAIDEN MOVING CO.

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SHORT FORM CERTIFICATE

Attached hereto is a Short Form Certificate issued by the Register of Wills of the County of Philadelphia indicating the date of death of Mr. Clark and that Isabelle Clark has been appointed administrator of the Estate.

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APPENDIX 10

Commonwealth of Pennsylvania County of Philadelphia	S S.		A	5406 of 1	.995
I, RONALD R. DONATUCCI, Regist County of Philadelphia, in the Com			ting Letter	s of Administra	ation in and for the
DO HEREBY CERTIFY AND MAKE	KNOWN That on t	hellth	_day of _	October	in the year of
our Lord one thousand nine hundro	ed and	Ninety-f:	ive	LETTERS OF	xTESTAMENTARY x
on the Estate of					
deceased, were granted unto	•				
She	· · · · · · · · · · · · · · · · · · ·				
having first been qualified well ar Letters appears of record.	d truly to administ			certify that no Id and seal of c	
Date of Death December 6,	1994 this		-		A.D. 1995
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11160	Nov. 25, 1985	rolder No.	A. B .106656
APPLICANT	William Clark, Maiden Moving 7535 Ridge Ave Philadelphia,	<u>Co</u> . mue	
TERRITORY	To transport, goods in use b county of Phil	etween points i	rrier, household In the city and
		_	•
KIND OF SERVICE	Property	Philadel	.phia
-	Approved March		-

To transport, as a Class D carrier, household goods in use from points in the city and county Fof Philadelphia to other points in Pennsylvan Within a fifty (50) mile airline radius of th Philadelphia City Hall, including the cities Reading, Berks County, and Allentown, Lehigh of Philadelphia to other points in Pennsylvania within a fifty (50) mile airline radius of the Philadelphia City Hall, including the cities of Norman County. and rights held by $\overline{\sigma}$ ų ler(deceased) copartners, t . ვ Moving ronmiller(of 9007 Maiden ЦY Clark 4 at đ

PENNSYLVANIA PUBLIC UTILITY COMMISSION Harrísburg, PA 17120

Public Meeting held March 6, 1986

Commissioners Present:

A SAMPLE AND A SUBJECT OF A SUB

Linda C. Taliaferro, Chairman Frank Fischl Bill Shane

Application of William Clark, t/d/b/a Maiden Moving Co., for the right to begin to transport, as a common carrier, by motor vehicle, household goods in use between points in the city and county of Philadelphia to other points in Pennsylvania within a fifty (50) mile airline radius of the Philadelphia City Hall, including the cities of Reading, Berks County, and Allentown, Lehigh County; which is to be a transfer of the rights authorized under the certificate issued at A-00090072, to Norman Kronmiller (deceased) and William Clark, t/d/b/a Maiden Moving Company, subject to the. same limitations and conditions.

Arnold Machles Associates by Arnold Machles for the applicant.

ORDER

BY THE COMMISSION:

This matter comes before the Commission on an application filed November 25, 1985. Public notice of the application was given in the Pennsylvania Bulletin of December 14, 1985. No protests were filed and the record is certified to the Commission for its decision without an oral hearing.

William Clark, t/d/b/a Maiden Moving Co. (applicant), 7535 Ridge Avenue, Philadelphia, seeks to acquire all of the operating authority issued to Norman Kronmiller (deceased) and William Clark, t/d/b/a Maiden Moving Company at A-00090072. The applicant currently has neither interstate nor Pennsylvania intrastate authority.

Acquisition of the transferor's operating rights and assets by the transferee will be for the sum of seven thousand dollars (\$7,000), which has been paid in full to Mary Kronmiller, Administratrix for the estate of the deceased partner, Norman Kronmiller. All unpaid business

A-00106656

debts of the transferror will be assumed by the transferee. Transferor shows gross intrastate operating revenue for 1982 of \$59,179, \$67,158 for 1983 and \$78,183 for 1984. All of the transferor's due assessments have been paid and all reports have been filed.

We find:

and the second

1. That the applicant is fit to hold a certificate of public convenience.

2. That there is a continuing necessity for the rights herein involved.

3. That approval of the instant application is necessary for the continuation of service to the public; THEREFORE,

IT IS ORDERED: That the application for the transfer of all of the rights held by Norman Kronmiller (Deceased) and William Clark, t/d/b/a Maiden Moving Company at A-00090072, be and is hereby approved and that a certificate be issued to the applicant granting the following rights:

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

To transport, as a Class D carrier, household goods in use from points in the city and county of Philadelphia to other points in Pennsylvania within a fifty (50) mile airline radius of the Philadelphia City Hall, including the cities of Reading, Berks County, and Allentown, Lehigh County.

with the above rights subject to the following general conditions:

- 1. That the approval hereby given is not to be understood as committing the Commission, in any proceedings that may be brought before it for any purpose, to fix a valuation on the property and rights to be acquired by applicant from the present certificate holder equal to the consideration to be paid therefor, or equal to any value that may be placed thereon by applicant, or to approve or prescribe rates sufficient to yield a return thereon.
- 2. That applicant shall not record in his utility accounts any amount representing the rights herein granted in excess of the actual cost of such rights to the original holder thereof.

- 3. That the accounts of the transferee shall reflect the same book values as the records of the transferor at the effective date of the transfer, any previously recorded appreciation having been deleted therefrom; provided that the applicant shall not record in his utility accounts any amounts representing the rights herein granted in excess of the actual cost of such rights to the original holder thereof.
- 4. That the certificate holder shall comply with all of the provisions of the Public Utility Law as now existing or as may hereafter be amended, and Pa. 52 Pa. Code §31, as now existing or as may hereafter be amended, and any other rules and regulations as may hereafter be prescribed by the Commission. Failure to comply shall be sufficient cause to suspend, revoke or rescind the rights and privileges conferred by the certificate.

IT IS FURTHER ORDERED: That the authority granted herein, to the extent that it duplicates authority now held by or subsequently granted to the carrier, shall not be construed as conferring more than one operating right.

IT IS FURTHER ORDERED: That the applicant shall not engage in any transportation granted herein until he has complied with the requirements of the Pennsylvania Public Utility Law and the rules and regulations of this Commission relative to the filing and acceptance of evidence of insurance and a tariff establishing just and reasonable rates.

IT IS FURTHER ORDERED: That issuance of the certificate be withheld pending receipt of the 1985 Annual Report of the transferor.

IT IS FURTHER ORDERED: That in the event said applicant has not, on or before sixty (60) days from the date of the service of this order, complied with the requirements hereinbefore set forth, the application shall be dismissed without further proceedings.

IT IS FURTHER ORDERED: That upon compliance with this order the rights granted the transferor, Norman Kronmiller (deceased) and William Clark, t/d/b/a Maiden Moving Company at A-00090072 be cancelled and the record be marked closed.

March 6, 1986

BY THE COMMISSION,

Jerry Rich Secretary

(SEAL)

ORDER ADOPTED:

ORDER ENTERED: MAR 1 1 1986



COMONWEALTH OF PENNSYLMANIA PENNSYLVANIA PUBLIC UTILITY COMMISSION P.O. BOX 3265, HARRISBURG, PA 17105-3265

IN REPLY PLEASE REFER TO OUR FILE

December 22, 1995

RICHARD A FRANKLIN ATTORNEY AT LAW 1700 SANSOM STREET 12TH FLOOR PHILADELPHIA PA 19103

In re: A-00112674 - Application of Frieda Ambrose and Francis J. Ambrose, Copartners, t/d/b/a Maiden Moving Co.

Dear Sir:

Acknowledgement is made of an application filed by you on behalf of Frieda Ambrose and Francis J. Ambrose, Copartners, t/d/b/a Maiden Moving Co.

The application has been captioned as attached and will be submitted for review, provided no protests are filed on or before January 16, 1996.

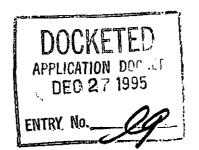
This application is accepted with the understanding that the transferor will continue to render the service and comply with all the rules of the Commission, including the carrying of continuous insurance, until final disposition is made of the application by the Commission.

You are further advised that the above application will be published in the Pennsylvania Bulletin of December 23, 1995.

Very truly yours,

Peter S. Marzolf, Supervisor Application Review Section Bureau of Transportation & Safety

PSM:lq cc: Applicant FRIEDA & FRANCIS T A MAIDEN MOVING CO . 624 WILHELMINA AVENUE HORSHAM PA 19044



<u>A-00112674</u> FRIEDA AMBROSE AND FRANCIS J. AMBROSE, COPARTNERS, t/d/b/a MAIDEN MOVING CO. (624 Wilhelmina Avenue, Horsham, Montgomery County, PA 19044) - common carrier - household goods in use between points in the city and county of Philadelphia; and (2) household goods in use from points in the city and county of Philadelphia to other points in Pennsylvania within a fifty (50) mile airline radius of the Philadelphia City Hall, including the cities of Reading, Berks County, and Allentown, Lehigh County; which is to be a transfer of all of the rights issued under the certificate at A-00106656, to William Clark, t/d/b/a Maiden Moving Co., Isabell Clark, Administratrix of the Estate of William Clark (Deceased), subject to the same limitations and conditions. Attorney: Richard A. Franklin, 1700 Sansom Street, 12th Floor, Philadelphia, PA 19103.

PENNSYLVANIA PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

Published in Pennsylvania Bulletin __

DEC 2 3 1995

BUREAU OF TRANSPORTATION & SAFETY COMMON CARRIER DECEMBER, 1995

A-00112674

Application of Frieda Ambrose and Francis J. Ambrose, Copartners, t/d/b/a Maiden Moving Co., for the right to begin to transport, as a Class D common carrier (1) household goods in use between points in the city and county of Philadelphia; and (2) household goods in use from points in the city and county of Philadelphia to other points in Pennsylvania within a fifty (50) mile airline radius of the Philadelphia City Hall, including the cities of Reading, Berks County, and Allentown, Lehigh County; which is to be a transfer of all of the rights issued under the certificate at A-00106656, to William Clark, t/d/b/a Maiden Moving Co., Isabell Clark, Administratrix of the Estate of William Clark (Deceased), subject to the same limitations and conditions.

GET:rs

12/13/95

Application Received: 11/22/95 Application Docketed: 12/06/95

