

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

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of DAVID CARUSO
(Applicant/Transferee-Buyer)

for approval of the transfer and to exercise the right

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

No. A.108998, Folder No. folders, issued to

Allentown Moving & Storage, Inc.
(Transferor-Seller)

for transportation of property
(persons-property)

PUC USE ONLY
Docket No. A-111628
Folder No. F.2

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

1. DAVID CARUSO
(Full and correct name of applicant/transferee)

2. _____
(Trade name, if any)

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

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

3. 1313 WYOMING AVENUE _____
(Business Street Address) (P.O. Box, if any)

EXETER LUZERNE PA 18643 (717) 883-9901
(City) (County) (State) (Zip) (Telephone)

DOCKETED
APPLICATION DOCKET
DEC 13 1994
ENTRY No. get

**DOCUMENT
FOLDER**

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

2216 Walnut Street
David H. Radcliff, Esq., Harrisburg, PA 17103 (717) 236-9318
(Name) (Address) (Telephone)

5. Any documents should be mailed to:

Transferee: David H. Radcliff, Esq., 2216 Walnut St., Harrisburg, PA
(Name) (Address) 17103

Transferor: JOHN A. WETZEL, ESQ., Swartz, Campbell & Detweiler
(Name) (Address) 1600 Land Title Bldg., 100 S. Broad St., Phila, PA 19110

6. Applicant does not hold Pa. PUC 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
(does or does not)

at Docket No. _____.

8. Applicant is (check one):

Individual.

Partnership. Must attach a copy of the partnership agreement (unless a copy is present 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 _____
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

Applicant is President of Ace Moving & Storage at Docket Number
A:108519, and is purchasing this authority in his own name.

10. Applicant proposes to acquire all of the operating rights now held
(all or part)
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 Transferee purchased all the Pennsyl-
vania authority of Allentown Moving & Storage, Inc., at a
sale conducted by the Trustee in Bankruptcy in a Chapter 7
proceeding at Bankruptcy No. 93-23467

- 12a. The following must be attached:

- Sales Agreement. See Attachment 12a-1
- List of equipment to be used to render service. (summarize by type)
See Attachment 12a-2
- Operating authority to be transferred/retained. See Attachment 12a-3
- Statement of Financial Condition. See Attachment 12a-4
- Statement of unpaid business debts of transferor and how they will be
satisfied. See Attachment 12a-5
- Statement of safety program. See Attachment 12a-6
- Statement of transferee's experience. See Attachment 12a-7

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

- Partnership Agreement.
- Trade Name registration certificate.
- Certificate of Incorporation. (Pa. Corporation only)
- Certificate of Authority. (Foreign ((out-of-state)) Corporation 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
or administrator/administratrix.

13. 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.
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: DAVID CARUSO 11-22-94
David Caruso (Date)
(each partner must sign)
(Corporate Seal)

ALLENTOWN MOVING & STORAGE, INC.
Transferor sign here: _____
(Corporate Seal) Gloria Satriale, Trustee in Bankruptcy
Gloria Satriale

TRANSFER AGREEMENT

This TRANSFER AGREEMENT, made this day of June, 1994

BY AND BETWEEN

Gloria Satriale, Trustee in Bankruptcy for Allentown Moving & Storage, Inc., having an address of ***see below***, Pennsylvania, PA, hereinafter referred to as "TRANSFEROR"
*** c/o: John A. Wetzel, Esquire, Swartz, Campbell & Detweiler, 1600 Land Title Bldg., 100 South Broad Street, Philadelphia, AND Pennsylvania 19110

David Caruso, an individual, having an address of _____, Pennsylvania, _____, hereinafter referred to as "TRANSFeree"

WITNESSETH THAT:

WHEREAS, TRANSFEROR is Trustee in Bankruptcy for Allentown Moving & Storage, Inc., a motor common carrier holding authority issued by Pennsylvania Public Utility Commission at Docket A. 108998, copy attached as Exhibit A; and

WHEREAS, TRANSFEROR desires to sell and TRANSFeree desires to purchase the aforesaid operating rights as described in Exhibit A.

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

1. TRANSFEROR agrees to sell and TRANSFeree agrees to purchase the operating rights of TRANSFEROR granted to TRANSFEROR by the PUC as described in Exhibit A, free and clear of all liens, encumbrances and charges.

2. The entire consideration of the proposed purchase is Twenty-nine Thousand (\$29,000.00) Dollars to be paid by TRANSFeree to TRANSFEROR as follows:

A: Two Thousand Nine Hundred (\$2,900.00) Dollars shall be paid at the signing of this Agreement as a deposit to be held in escrow by TRANSFEROR, receipt whereof is hereby acknowledged.

B. At Closing as hereafter provided, the sum of Twenty-six Thousand One Hundred (\$26,100.00) Dollars by cash or certified check shall be paid by TRANSFEREE to TRANSFEROR. The TRANSFEROR shall deliver to TRANSFEREE an executed bill of sale dated the day of closing evidencing the transfer of the subject operating rights, free and clear of all liens and encumbrances.

C. To secure the unpaid balance referred to above, TRANSFEREE shall forthwith execute a Promissory Note payable to TRANSFEROR. The Note is attached hereto as Exhibit B and made a part hereof.

D. The following items of expense shall be allocated and apportioned to the date of closing or settlement on the basis of time:

1. annual assessment due to the PUC for relevant periods;

E. Transferror agrees to pay all fines incurred up to the effective date of the transfer of the authority following approval by the Pennsylvania Public Utility Commission; to provide TRANSFEREE with an accurate statement of the revenues received in 1993 and 1994 under the PUC authorities.

F. Each party shall bear the expenses of its own legal counsel. TRANSFEREE shall prepare and file an application seeking approval of the transaction herein contemplated and TRANSFEREE shall pay all filing fees incurred in connection with the

transaction. TRANSFEROR agrees to cooperate in the preparation, filing and prosecution of the necessary transfer application and to furnish a witness or witnesses at any hearing which may be required to be held on this matter.

G. TRANSFEROR agrees to execute all documents which, in opinion of TRANSFEROR's legal counsel, may be necessary to effectuate this transaction.

3. If the Commission denies or does not approve the transfer from TRANSFEROR to TRANSFEREE, then the payment in escrow shall be returned to TRANSFEREE and the parties shall be relieved of their respective obligations hereunder.

4. "Approval" as used herein shall mean approval by final order of the transaction in accordance with all of the terms of the application as submitted by the parties to the PUC. "Denial" as used herein shall mean either outright denial of approval of the transaction, or approval of the transaction with modification(s) or restriction(s), which substantially alter or restrict the operating rights proposed to be transferred. An approval of the transaction with a modification or restriction which does not substantially alter or restrict any of the above-described operating rights involved herein, shall be deemed an approval as defined hereinabove.

5. A "Final Order" of the Commission shall be construed as an order as to which there is no outstanding petition for reconsideration, rescission or modification, and which, by its terms or otherwise, is final and appealable.

6. If the staff or the Office of Administrative Law Judge denies the application herein, or approves it with a modification or restriction amounting to a denial as defined herein above, the parties, or either of them, may appeal said order to the Commission, if both agree. The party choosing to take such an appeal shall pay the costs thereof, and the other party shall cooperate. There shall be no obligation, however, on the part of either party to appeal from the Commission's final order, and such appeal may be prosecuted only with the consent of both parties.

7. To induce TRANSFEREE to enter into this Agreement and to complete closing hereunder, TRANSFEROR represents and warrants to TRANSFEROR that on the date hereof and on the closing date and thereafter;

(a) TRANSFEROR has full authority to enter into this agreement and to sell the operating rights set forth at Exhibit A to TRANSFEREE at closing, subject to prior Commission approval.

(b) TRANSFEROR'S execution, delivery and performance of this Agreement and all documents and instruments relating hereto do not breach any agreement or instrument to which TRANSFEROR is a party, and this Agreement constitutes a valid and binding obligation of TRANSFEROR.

(c) TRANSFEROR has no knowledge of any judgment, order, decree, injunction or suit, existing, pending or threatened involving the aforementioned operating rights or any violation by TRANSFEROR of any law, administrative ruling or regulation which

might in any way affect the certificate or other assets or the title thereto to be transferred to TRANSFEREE.

(d) To the knowledge of TRANSFEROR, no representation or warranty contains any untrue statement of material fact or omits any material facts which would otherwise make the statements herein misleading.

(e) TRANSFEROR has not employed any finder or broker in connection with this transaction and owes no commission or fee for services of such nature.

(f) TRANSFEROR shall remain responsible for and agrees to pay when due any of TRANSFEROR'S debts, fines, penalties, taxes, and assessments due the Commission or any governmental authority which are incurred prior to closing arising from any act or omission of the TRANSFEROR prior to closing.

(g) TRANSFEROR has legal title to the operating rights, which are the subject of this Agreement and has authority to sell said authority, which shall be conveyed and transferred free and clear of all encumbrances, judgments, liens, liabilities, security interests, restrictions, taxes and claims on the closing date.

(h) TRANSFEROR is in full compliance with the requirements of the PUC and such compliance will be maintained until final disposition of the proposed transaction. In the event the TRANSFEROR commits, or fails to do, any act which causes the suspension or revocation of said certificate by the Commission, such action shall be considered a default under the terms of this Agreement.

8. To induce TRANSFEROR to enter into this Agreement and to complete closing hereunder, TRANSFEREE represents and warrants to TRANSFEROR that on the date hereof and on the closing date:

(a) TRANSFEREE has full authority to enter into this Agreement and to purchase and own the operating rights sold hereunder to TRANSFEREE at closing as provided for herein, subject to prior approval by the Pennsylvania Public Utility Commission.

(b) TRANSFEREE'S execution, delivery and performance of this Agreement and all documents and instruments relating hereto do not breach any agreement or instrument to which TRANSFEREE is a party, and this Agreement constitutes a valid and binding obligation of TRANSFEREE.

(c) To the knowledge of TRANSFEREE, no representation or warranty contains any untrue statement of a material fact or omits any material fact which would otherwise make the statements herein misleading.

(d) TRANSFEREE has not employed any finder or broker in connection with this transaction and owes no commission or fee for services of such nature.

9. The certificate involved in this transaction is unique and not otherwise obtainable.

10. Nothing contained herein shall limit in any way the remedies available at law to each of the parties in the event of a default in the terms of this Agreement by the other party.

11. All of the warranties made herein shall survive closing.

12. Closing shall be held at such location, on a date and at a time mutually agreeable to the parties but not later than 35 days after the effective date of the final Order of the PUC approving and authorizing the proposed transaction. In the event the parties cannot agree upon a place, date and time for closing, closing shall be held on the 35th day after the effective date of the final Order, if not a legal holiday, then on the next succeeding business day, not a Saturday, at 2:00 p.m. at the offices of TRANSFEROR.

13. All notices shall be sufficient if given in writing and delivered personally or properly mailed by U. S. registered or certified mail, postage prepaid, as follows:

To Seller: Gloria Satriale, Trustee, 319 North Woodmont Drive, Downingtown, PA 19335

With a copy to: John A. Wetzel, Esquire, Counsel to Trustee, Swartz, Campbell & Detweiler, 1600 Land Title Building, 100 S. Broad Street, Philadelphia, PA 19110

To Buyer:

14. This Agreement is binding upon the parties hereto, and their 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 neither this Agreement or any right, duty, instrument or obligation arising hereunder may be amended, supplemented, assigned or discharged, and no provisions

hereof or thereof may be modified or waived, except expressly by an instrument in writing signed by both parties.

17. As promptly as possible, after the execution of this Agreement, and not later than twenty 20 days after the signing hereof, the parties shall file with the PUC an appropriate application for approval of this transaction. They shall cooperate in all matters relating to the completion, filing and active prosecution of the said application.

18. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, each party has caused this Agreement to be duly executed and affixed hereto, its Corporate Seal, on the day and year first above written.

ALLENTOWN MOVING & STORAGE, INC.

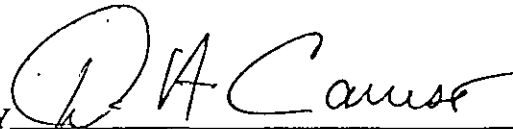
BY


Gloria Satriale

Trustee

TRANSFEROR

BY



David Caruso

TRANSFeree

ALLENTOWN MOVING & STORAGE, INC.

AUTHORITY AT A.108998

To transport, as a Class D carrier, household goods, including those from institutions, libraries and plants, works of art and office furnishings, used or to be set up for use or dismantling, between points in the counties of Lehigh and Northampton, and those portions of Carbon, Bucks and Berks Counties which are within 10 miles by the usually traveled highways of the limits of the County of Lehigh, and from said area to other points in Pennsylvania, and vice versa.

AUTHORITY AT A.108998, F.1, Am-A

To transport, as a Class D carrier, Girl Scout Cookies from the warehouse of Allentown Moving & Storage, Inc., in the township of Whitehall, Lehigh County, to points in the counties of Lehigh, Northampton, Carbon, Berks, Bucks, Monroe and Montgomery.

DAVID CARUSO
EQUIPMENT LIST

Applicant has available by long term lease the following equipment:

1994 International 26 foot straight truck

Additional equipment is available on a short term basis as needed to meet customer requirements.

ALL AUTHORITY IS TO BE TRANSFERRED

ALLENTOWN MOVING & STORAGE, INC.

AUTHORITY AT A.108998

To transport, as a Class D carrier, household goods, including those from institutions, libraries and plants, works of art and office furnishings, used or to be set up for use or dismantling, between points in the counties of Lehigh and Northampton, and those portions of Carbon, Bucks and Berks Counties which are within 10 miles by the usually traveled highways of the limits of the County of Lehigh, and from said area to other points in Pennsylvania, and vice versa.

AUTHORITY AT A.108998, F.1, Am-A

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ATTACHMENT 12a-3

DAVID A. CARUSO
PERSONAL FINANCIAL STATEMENT
AS OF DECEMBER 31, 1993

ASSETS

CASH.....	\$15,250
STOCKS AND BONDS.....	108,800
AUTOMOBILES.....	26,500
HOUSEHOLD FURNITURE AND FIXTURES.....	35,100
HOME & PROPERTY (APPRAISED VALUE).....	210,500

TOTAL ASSETS	\$396,150
	=====

LIABILITIES

AUOTMOBILE LOANS.....	20,250
UNSECURED PERSONAL LOANS.....	0
CREDIT CARDS.....	11,100
HOME MORTGAGE.....	144,750

TOTAL LIABILITIES	\$176,100
	=====
TOTAL NET WORTH	220,050

STATEMENT OF UNPAID BUSINESS DEBTS OF
TRANSFEROR AND HOW THEY WILL BE SATISFIED

Transferor ceased doing business and entered a Chapter 7 Bankruptcy proceeding. Transferor's unpaid business debts are the subject of the proceeding and are under the jurisdiction of the Bankruptcy Court for the Eastern District of Pennsylvania.

Transferor is not assuming any of the unpaid business debts of Transferor.

STATEMENT OF SAFETY PROGRAM

Applicant will utilize vehicular equipment licensed in Pennsylvania and inspected in accordance with law. Safety inspections of the equipment for the purpose of preventing breakdowns on the road and eliminating safety hazards will be conducted on a daily basis by the drivers and in accordance with a documented preventative maintenance program.

All drivers will be carefully screened before hiring to insure familiarity with the D.O.T. requirements. The record of each driver's license validity and history of any violations are checked. Previous employers are also contacted for information concerning their driving records.

We will discuss important safety issues with the drivers at safety meetings to be held on a quarterly basis. Safety brochures available from our insurance carrier and national affiliation will be distributed at the safety meetings. Each new driver will also receive specific safety training in the handling of our equipment and an information packet concerning safety related matters.

STATEMENT OF TRANSFEREE'S EXPERIENCE

Applicant has over seven years experience in the management of household goods transportation service. Applicant is familiar with the operation as a household goods carrier in intrastate and interstate service. The operations under this certificate will be conducted in compliance with all safety requirements of this Commission and of the United States Department of Transportation.

The service proposed under the authorities to be transferred can be successfully provided by Applicant.

THIS MUST BE COMPLETED BY NOTARY PUBLIC
AFFIDAVIT OF TRANSFEREE/APPLICANT (Natural Person)

COMMONWEALTH OF PENNSYLVANIA :

ss:

DAUPHIN County :

DAVID CARUSO, 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.

David Caruso

Signature of Affiant

David Caruso

Sworn and subscribed before me this 22nd day of November 19 94.

My Commission Expires

Notarial Seal
Roberta L. Radcliff, Notary Public
Susquehanna Twp., Dauphin County
My Commission Expires Jan. 20, 1997
Member, Pennsylvania Association of Notaries

Roberta L. Radcliff
Signature of Official Administering Oath

AFFIDAVIT OF TRANSFEREE/APPLICANT (Corporation)

COMMONWEALTH OF PENNSYLVANIA :

ss:

_____ County :

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

that he 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 his knowledge, information and belief and that he expects the said _____ to be able to prove the same (Name of Corporation)

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

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:
DAUPHIN _____ County :

GLORIA SATRIALE, being duly sworn (affirmed) according to law,
deposes and says that he is Trustee in Bankruptcy of Allentown Moving & Storage, Inc. ;
(Office of Affiant) (Name of Corporation)

that he 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 his knowledge, information and belief
and that he expects the said Allentown Moving & Storage, Inc. to be able to prove the
(Name of Corporation)
same at the hearing hereof.

Gloria Satriale
Signature of Affiant
Gloria Satriale

Sworn and subscribed before me this 29th
day of August 19 94
My Commission expires _____

Notarial Seal
Roberta L. Radcliff, Notary Public
Susquehanna Twp., Dauphin County
My Commission Expires Jan. 20, 1997
Member, Pennsylvania Association of Notaries

Roberta L. Radcliff
Signature of Official Administering Oath

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

Published in Pennsylvania Bulletin

DEC 31 1994

BUREAU OF TRANSPORTATION
COMMON CARRIER
DECEMBER 1994

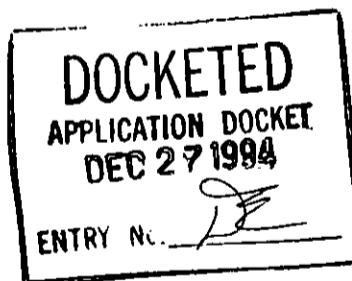
A-00111628
F. 2

Application of David Caruso, for the right to begin to transport, as a common carrier by motor vehicle, property, other than household goods, between points in Pennsylvania; which is to be a transfer of the rights authorized under the certificate issued at A-00108998 to Allentown Moving & Storage, Inc., a corporation of the Commonwealth of Pennsylvania, subject to the same limitations and conditions.

GET:rs/rn

12/16/94

Application Received: 11/23/94
Application Docketed: 12/13/94



Protests due

1-23-95