

LAW OFFICES

WICK, STREIFF, MEYER, METZ & O'BOYLE, P.C.

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1450 TWO CHATHAM CENTER  
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(412) 765-1600  
FACSIMILE  
(412) 261-3783

3001 JACKS RUN ROAD  
WHITE OAK, PA 15131-2507  
(412) 684-4433

December 19, 1996

Re: Application of Jenks, Inc. t/d/b/a  
Georgia P. Carroll Moving Company  
Our File 6117.001

RECEIVED

DEC 23 1996

John G. Alford, Secretary  
Pennsylvania Public Utility Commission  
P. O. Box 3265  
Harrisburg, PA 17105-3265

PA PUBLIC UTILITY COMMISSION  
PROTHONOTARY'S OFFICE

Dear Mr. Alford:

We are enclosing for filing with the Commission the signed original and two copies of Application for Approval of Transfer and Exercise of Common or Contract Carrier Rights. By this application, Jenks, Inc. t/d/b/a Georgia P. Carroll Moving Company requests authorization to purchase the household goods authority issued to Georgia P. Carroll at Docket No. A-108243, Folders 2 and 3. If any additional information is needed concerning this transfer application, please contact the undersigned.

We are also enclosing our Firm's check in the amount of \$350 payable to the Pennsylvania Public Utility Commission for the application filing fee.

Please acknowledge receipt of the enclosed on the duplicate copy of this letter transmittal and return it to the undersigned in the self-addressed, stamped envelope provided for that purpose.

Very truly yours,

WICK, STREIFF, MEYER,  
METZ & O'BOYLE, P.C.

*David M. O'Boyle*

David M. O'Boyle

RECEIVED  
DEC 30 1996

vf

Enclosures

cc: Jenks, Inc. (w/enclosure)

DOCUMENT  
FOLDER

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

RECEIVED

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

DEC 23 1996

Application of Georgia P. Carroll  
(Applicant/Transferee-Buyer)

PA PUBLIC UTILITY COMMISSION  
PROTHONOTARY'S OFFICE

for approval of the transfer and to exercise the right

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

No. A-108243, Folder Nos. 2 & 3, issued to

Georgia P. Carroll  
(Transferor-Seller)

for transportation of property  
(persons-property)

PUC USE ONLY 702310  
Docket No. A-00113657  
Folder No. \_\_\_\_\_

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DEC 30 1996

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

- Jenks, Inc.  
(Full and correct name of applicant/transferee)
- Georgia P. Carroll Moving Company  
(Trade name, if any)

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

Commonwealth on December 6, 1996 (attach copy of stamped registration form.)  
(date)

- 42 Ridgecrest Drive  
(Business Street Address) (P.O. Box, if any)

Pittsburgh Allegheny PA 15235-4548 (412) 823-6887  
(City) (County) (State) (Zip) (Telephone)

DOCUMENT  
FILED

DOCKETED  
APPLICATION DOCKET  
JAN 30 1997  
ENTRY No. 114

4. Applicant's attorney (for this application) is:  
David M. O'Boyle, Esq. Wick, Streiff, Meyer, Metz & O'Boyle, P.C.  
1450 Two Chatham Center Pittsburgh, PA 15219-3427  
(Name) (Address) (Telephone)

5. Any documents should be mailed to:  
David M. O'Boyle, Esq. Wick, Streiff, Meyer, Metz & O'Boyle, P.C.  
Transferee: 1450 Two Chatham Center Pittsburgh, PA 15219-3427  
(Name) (Address)

Transferor: Georgia P. Carroll 52 Quarry Road New Castle PA 16101  
(Name) (Address)

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 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

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.

(Not Applicable)

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---

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 the transferor is no longer interested in conducting motor carrier operations pursuant to the involved operating rights which are sought to be transferred by this application.

---

12a. The following must be attached:

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

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.

(Not Applicable)

---

---

---

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(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 the transferor is no longer interested in conducting motor carrier operations pursuant to the involved operating rights which are sought to be transferred by this application.

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- Sales Agreement. See Supplement to Paragraph 12(a) (1).
- List of equipment to be used to render service. (summarize by type) See Supplement to Paragraph 12(a) (2).
- Operating authority to be transferred ~~transferred~~. See Supplement to Paragraph 12(a) (3).
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- Statement of transferee's experience. See Supplement to Paragraph 12(a) (7).

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- 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.

Jenks, Inc. t/d/b/a Georgia P. Carroll Moving Company

Transferee sign here: Cecelia A. Jenkins 12-12-96  
(each partner must sign) (Date)  
(Corporate Seal) Cecelia A. Jenkins

---

Transferor sign here: Georgia P. Carroll 12-12-96  
Georgia P. Carroll  
(Corporate Seal)

---

THIS MUST BE COMPLETED BY NOTARY PUBLIC  
AFFIDAVIT OF TRANSFEROR/SELLER (Natural Person)

COMMONWEALTH OF PENNSYLVANIA :  
: ss:  
Allegheny County :

Georgia P. Carroll, 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.

Georgia P. Carroll  
Signature of Affiant  
Georgia P. Carroll

Sworn and subscribed before me this 12th  
day of Dec 19 96

My Commission Expires Notarial Seal  
Harvey L. Liss, Notary Public  
Pittsburgh, Allegheny County  
My Commission Expires Dec. 12, 1999  
Member, Pennsylvania Association of Notaries

Harvey L. Liss  
Signature of Official Administering Oath

AFFIDAVIT OF TRANSFEROR/SELLER (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  
(Name of Corporation)  
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 TRANSFEREE/APPLICANT (Natural Person)

COMMONWEALTH OF PENNSYLVANIA :  
: ss:  
\_\_\_\_\_ County :

\_\_\_\_\_, being duly sworn (affirmed) according to law, deposes and says that the facts above set forth are true and correct; or are true and correct to the best of his knowledge, information and belief and he expects to be able to prove the same at the hearing hereof.

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

Sworn and subscribed before me this \_\_\_\_\_  
day of \_\_\_\_\_ 19 \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
Signature of Official Administering Oath

AFFIDAVIT OF TRANSFEREE/APPLICANT (Corporation)

COMMONWEALTH OF PENNSYLVANIA :  
: ss:  
Allegheny County :

Cecelia A. Jenkins, being duly sworn (affirmed) according to law, deposes and says that he is President of Jenks, 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 Jenks, Inc. to be able to prove the same  
(Name of Corporation) 12-12-96  
the same at the hearing hereof.

Cecelia A. Jenkins  
Signature of Affiant  
Cecelia A. Jenkins

Sworn and subscribed before me this 12th  
day of Dec 19 96  
My Commission Expires \_\_\_\_\_

Harvey L. Liss  
Signature of Official Administering Oath

Notarial Seal  
Harvey L. Liss, Notary Public  
Pittsburgh, Allegheny County  
Commission Expires Dec. 12, 1999  
Pennsylvania Association of Notaries

**Supplement to Paragraph 12(a)(1)**

**SALES AGREEMENT**

Attached hereto is a copy of the Asset Acquisition Agreement entered into by Transferee and Transferor. This Agreement provides that Transferee shall pay the sum of \$15,000 to Transferor for the assets involved in the transaction, including the PUC operating rights.

## ASSET ACQUISITION AGREEMENT

This Asset Acquisition Agreement ("Agreement") is made this 12<sup>th</sup> day of December, 1996, between Georgia P. Carroll, an individual who conducts business under the fictitious name of Georgia P. Carroll Moving Company, hereinafter referred to as "Seller", and Jenks, Inc., which is a Pennsylvania corporation with its business office located at 42 Ridgcrest Drive, Pittsburgh, PA 15235, hereinafter referred to as "Purchaser".

WHEREAS, Purchaser desires to acquire certain assets of Seller, and Seller wishes to sell such assets to Purchaser.

NOW THEREFORE, in consideration of the mutual promises, representations, covenants, and actions herein provided, the parties hereto, each intending to be legally bound hereby, agree as follows:

### I. ACQUISITION OF DESCRIBED ASSETS

1.1 Purchaser shall purchase and acquire, and Seller shall sell, transfer and set over to Purchaser, free and clear of all liens, encumbrances or claims for the consideration and upon the terms hereinafter set forth, the following assets:

- a. 1988 moving van straight truck.
- b. Certificates of Public Convenience issued by the Pennsylvania Public Utility Commission ("PUC") at Docket No. A-108243, Folder 2, which authorizes the transportation, as a Class D carrier, household goods and office furnishings in use, for the Relocation Department of the Urban Redevelopment Authority of Pittsburgh, between points in the City of Pittsburgh, Allegheny County, and from points in said city to other

points in Allegheny County; and at Docket No. A-108243, Folder 3, which authorizes transportation, as a Class B carrier, household goods in use, between points in the city of Pittsburgh, Allegheny County. A copy of the above described operating authority is attached hereto as Exhibit "A".

- c. Purchaser shall have the right to conduct and advertise its business under the fictitious name of Georgia P. Carroll Moving Company.

## II. CONSIDERATION

2.1 In consideration for the purchase of the assets described above in this agreement, Purchaser shall pay Seller the amount of Fifteen Thousand (\$15,000.00) Dollars, which sum shall be paid as follows:

- a. The sum of \$5,700 shall be paid as a downpayment by Purchaser to Seller prior to the signing of this Agreement and receipt of the sum of \$5,700 is hereby acknowledged by Seller.
- b. The sum of Three Thousand (\$3,000) Dollars shall be due and payable at the signing of this Agreement, and receipt of said sum is hereby acknowledged by Seller.
- c. The balance of Six Thousand Three Hundred (\$6,300) Dollars shall be paid in equal installments of \$ 290.71 per month for 24 months, with the first payment to be made on the first of the month following the signing of this Agreement and all remaining payments are due on the first day of each successive month, until the balance is paid in full.

Interest shall accrue on the unpaid balance at the rate of ten (10%) percent simple interest per month.

2.2 It is understood and agreed that the consideration of Fifteen Thousand (\$15,000) Dollars consists of Ten Thousand (\$10,000) Dollars for the purchase of the 1988 moving van straight truck; Four Thousand (\$4,000) Dollars for the PUC Certificates; and One Thousand (\$1,000) Dollars for the use of the fictitious name and good will of Georgia P. Carroll Moving Company.

2.3 If the transfer application is not approved by the PUC, Seller shall be entitled to collect from Purchaser and retain the \$15,000.00 purchase price. Buyer shall have the right to own the 1988 moving van and title to the van will be transferred from Seller to Buyer. Buyer will not owe Seller any money for the right to manage the operations while the transfer application is pending before the PUC. This provision does not in any way curtail the rights of the parties to pursue any legal or equitable remedies that either party has or may have in the event that there is breach of this Agreement.

### **III. APPLICATION FOR APPROVAL**

3.1 The parties agree and recognize that the transfer of the PUC operating rights from Seller to Purchaser requires the prior approval of the Pennsylvania Public Utility Commission.

3.2 By execution of this Agreement, the parties agree as follows:

- a. The parties will jointly file with the PUC an application seeking approval of the transfer of the operating rights from Seller to Buyer.
- b. Purchaser shall prepare all necessary applications at its expense and

shall pay all filing fees and related expenses in connection with the filing of the transfer application.

- c. Purchaser and Seller will, with due diligence and in good faith, cooperate fully in the presentation, filing and prosecution of the application and agree to join in and execute any and all such application and other documents.
- d. Purchaser and Seller shall supply such information as required and otherwise cooperate to the end that approval of the application may be secured.
- e. Each party shall bear its own expense in connection with the transfer application.

#### **IV. REPRESENTATION AND WARRANTIES**

**4.1** Seller warrants and guarantees that the operating rights have been duly issued by the PUC; that the rights are in full force and effect; and that the rights and the moving van straight truck are not subject to any liens, encumbrances, security interests or claims of any kind as of the date of this Agreement; and that on the closing date there will not be any liens, encumbrances or security interests or claims of any kind for which Seller is responsible against the operating rights or the moving van straight truck.

**4.2** Seller warrants that all general and special assessments heretofore made or that may be made by the PUC applicable to any and all operating periods up to the effective date of the Management Period will be the obligation of Seller. Any general or special assessments applicable to the Management Period will be the obligation of Seller. Any

general or special assessments applicable to the Management Period shall be the obligation of Purchaser.

**4.3** Purchaser represents and warrants that Purchaser is in good standing with the Pennsylvania PUC; that there are no reasons that Purchaser is aware of that the PUC would not grant the transfer of the above operating rights, including due to Purchaser's financial, operational or legal fitness; and the execution and performance of this Agreement by Purchaser will not violate any law or agreement to which Purchaser is subject.

**4.4** Purchaser represents that Purchaser is familiar with all federal, state and local laws, ordinances and regulatory requirements to operate a PUC certificated household goods service and that Purchaser shall operate and manage the Company's equipment pursuant to the Management Agreement in accord with all such applicable laws, ordinances, rules and regulations.

**4.5** The respective representations and warranties of Seller and Purchaser set forth in this Agreement shall survive the closing and thereafter shall be fully effective and enforceable.

**4.6** Seller agrees that, upon the request of Purchaser and without further consideration, Seller will execute and acknowledge and deliver such conveyances, bill of sale, PUC Adoption Supplements and related documents as reasonably may be required by Purchaser, to assign, convey, transfer and deliver to Purchaser title to and enjoyment of the assets of Seller transferred pursuant to this Agreement.

## V. CLOSING DATE

5.1 The final closing date is the date selected by agreement of the parties within a period of thirty (30) days after the effective date of the final order of the PUC approving the transfer application or the thirtieth (30th) such day after the final order if no other day is selected by mutual agreement of the parties. The transaction shall be consummated on the final closing date.

5.2 The term "final order" shall be defined as an order of the PUC finally determining the transfer application.

5.3 In the event that the PUC, by its final Order, should deny the transfer application, either party may seek judicial review of the PUC's final order and the party so electing shall pay all expenses incurred with the appeal, except for counsel fees of the other party.

## VI. REMEDIES UPON DEFAULT

6.1 In the event that either party fails to comply with any material and substantial provision of this Agreement, the Management Agreement between the parties or any related written agreement, the non-breaching party shall have the right to notify the breaching party and, if the breach is not remedied within fifteen (15) days, the non-breaching party shall be entitled to terminate the Agreement and pursue any and all legal and equitable remedies to which the non-breaching party may be entitled.

## VII. MISCELLANEOUS PROVISIONS

7.1 No Assumption of Liability. This Agreement involves the Purchaser acquiring and purchasing only certain described assets of Seller. Accordingly, Purchaser

does not assume any claims, debts, judgments or other liabilities or obligations of Seller by reason of this Agreement.

7.2 **Non-assignability.** The parties may not assign their rights under this Agreement, either in whole or in part, without the prior written consent of the other party.

7.3 **Successor and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, assigns and legal representatives.

7.4 **Controlling Law.** The parties acknowledge that this Agreement is intended to be executed and consummated in the Commonwealth of Pennsylvania, and the parties agree that the Agreement shall be governed by, and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

7.5 **Heading.** The headings and captions referring to the contents of paragraphs of this Agreement are inserted for reference only and shall not affect in any way the meaning or interpretation of any particular paragraph to which they refer.

7.6 **Related Documents.** Contemporaneous with the entering into of this Agreement, the parties have also entered into a Management Agreement and Promissory Judgment Note. These related documents are intended to be construed and read together with this Agreement in order to determine the intent of the parties.

IN WITNESS WHEREOF, the parties have executed this Asset Acquisition

Agreement as of the day and year first above written.

Witness:

Georgia P. Carroll Moving Company

Cassandra Clark

Georgia P. Carroll  
Georgia P. Carroll, Sole Proprietor

Attest:

Jenks, Inc.

Kenneth W. Burkley, Jr.  
Kenneth W. Burkley, Jr., Secretary

Cecelia A. Jenkins  
Cecelia A. Jenkins, President

**Supplement to Paragraph 12(a)(2)**

Transferee intends initially to operate a 20 foot enclosed straight truck to conduct operations pursuant to the involved operating rights. Transferee is purchasing this vehicle from Transferor as part of this transaction. Trnsaferee also owns and operates a 1988 Ford Ranger Pickup.

**Supplement to Paragraph 12(a)(3)**

Attached hereto is a summary of the operating rights at Docket No. A-108243, Folder 2 and Folder 3 which are sought to be transferred by this Application. All of the operating authority held by Transferor Georgia P. Carroll at Docket No. A-108243 is sought to be transferred by this Application. If the Application is approved, Georgia P. Carroll will not retain any operating rights.

SUMMARY OF OPERATING AUTHORITY OF GEORGIA P. CARROLL

Docket No. A-108243

Folder 2

To transport, as a Class D carrier, household goods and office furnishings in use, for the Relocation Department of the Urban Redevelopment Authority of Pittsburgh, between points in the City of Pittsburgh, Allegheny County, and from points in said city to other points in Allegheny County.

Folder 3

To transport, as a Class B carrier, household goods in use, between points in the City of Pittsburgh, Allegheny County.

Supplement to Paragraph 12(a)(4)

STATEMENT OF FINANCIAL CONDITION

Attached hereto is a financial statement of Transferee Jenks, Inc. The corporation was incorporated in Pennsylvania on February 19, 1991, but was dormant for a number of years. Recently, the stockholders of Transferee have activated the corporation's involvement in business matters. With the support of the Transferee's stockholders, Transferee has been able to make a substantial downpayment of \$8,700 towards the purchase price, and Applicant does not anticipate any problem in meeting its obligations to pay off the balance of the consideration for the operating rights. Transferee has sufficient assets to commence operations, especially since a straight truck is included in the purchase price.

**Supplement to Paragraph 12(a)(5)**

**UNPAID BUSINESS DEBTS OF TRANSFEROR**

Any unpaid business debts will be satisfied by Transferor in the ordinary course of her business. If necessary, Transferor will use funds from her other sources of revenue to pay off any legitimate business debts incurred in connection with her motor carrier operations. Transferor has other business interests, and she is employed as a full time driver for the Port Authority of Allegheny County.

**Supplement to Paragraph 12(a)(6)**

**STATEMENT OF SAFETY PROGRAMS**

Transferee will continue the safety programs of Transferor, and Transferee will comply with the regulations of the U. S. DOT, Pennsylvania Department of Transportation and the Pennsylvania Public Utility Commission. For instance, qualifications of all drivers will be thoroughly checked and the driver tested before he/she is allowed to operate a motor vehicle. Driver qualification files will be maintained and periodically checked. Equipment will be maintained and inspected on a regular basis by qualified, independent third parties.

Supplement to Paragraph 12(a)(7)

STATEMENT OF TRANSFEREE'S EXPERIENCE

Earl Jenkins, who is the Vice President and a stockholder of Transferee Jenks, Inc., is the brother of the Transferor, Georgia P. Carroll. Mr. Jenkins has been working for Ms. Carroll as the General Manager of her household goods moving operations for the past several months. Mr. Jenkins has become very well acquainted with the manner in which operations are conducted. His experience will provide a smooth transition when the operating authority is transferred to Jenks, Inc. As a result of his experience, Mr. Jenkins has a very good working knowledge of the requirements for operating a safe and profitable household goods business. Transferee is in an ideal position to own and manage Transferor's moving company operations and intends to continue to operate by using the trade name of Georgia P. Carroll Moving Company.

Supplement to Paragraph 12(b)(1)

TRADE NAME REGISTRATION

Attached hereto is a copy of the Application for Fictitious Name Registration which indicates that on December 6, 1996, Jenks, Inc. was officially registered to do business in the Commonwealth of Pennsylvania under the name of Georgia P. Carroll Moving Company.

12/06/96 14:25

WICK

9680-323  
EIGHT MEYER, METZ & OBOYLE → 171778

44PP611751

NO. 777 P003

DKCB: 54311 (Rev. 90)  
P. O. NALY COMPANY, PCH, PA 15219

DEC 06 1996

Microfilm Number \_\_\_\_\_

Filed with the Department of State on \_\_\_\_\_

Entity Number 2727452

*Janette K...*  
Secretary of the Commonwealth

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

In compliance with the requirements of 54 Pa.C.S. § 311 (relating to registration), the undersigned entity(ies) desiring to register a fictitious name under 54 Pa.C.S. Ch. 3 (relating to fictitious names), hereby state(s) that:

1. The fictitious name is: Georgia P. Carroll Moving Company

2. A brief statement of the character or nature of the business or other activity to be carried on under or through the fictitious name is: For-hire motor carrier

3. The address, including number and street, if any, of the principal place of business of the business or other activity to be carried on under or through the fictitious name is (P.O. Box alone is not acceptable):

42 Ridgcrest Drive Pittsburgh, PA 15235 Allegheny

4. The name and address, including number and street, if any, of each individual interested in the business is:

Name: None

5. Each entity, other than an individual, interested in such business is (are):

Name: Jenks, Inc. Corporation Form of Organization: PA Organizing Jurisdiction: PA Principal Office Address: 42 Ridgcrest Drive Pittsburgh, PA 15235 Pa. Registered Office, if any: \_\_\_\_\_

6. The applicant is familiar with the provisions of 54 Pa.C.S. § 332 (relating to effect of registration) and understands that filing under the Fictitious Names Act does not create any exclusive or other right in the fictitious name.

7. (Optional): The name(s) of the agent(s), if any, any one of whom is authorized to execute amendments to, withdrawals from or cancellation of this registration in behalf of all then existing parties to the registration, is (are): \_\_\_\_\_

96 DEC -6 P11 2: 38  
PA DEPT OF STATE

9680-324

DSCB:54-311 (Rev 90)-2

IN TESTIMONY WHEREOF, the undersigned have caused this Application for Registration of Fictitious Name to be executed this 29<sup>th</sup> day of November, 19 96.

(Individual Signature)

(Individual Signature)

(Individual Signature)

(Individual Signature)

Jenks, Inc.

(Name of Entity)

BY: *Cecelia A. Jenkins*  
Cecelia A. Jenkins

BY:

TITLE: President

TITLE:

**Supplement to Paragraph 12(b)(2)**

**CERTIFICATE OF INCORPORATION**

Attached hereto is a copy of the date, stamped copy of the Articles of Incorporation on behalf of Transferee, Jenks, Inc.



9. Cooperative corporations only: (Complete and strike out inapplicable term) The common bond of membership among its members/shareholders is: N/A

IN TESTIMONY WHEREOF, the incorporator(s) has (have) signed these Articles of Incorporation this 13 day of February, 1991.

*Cecilia G. Jenkins*  
(Signature)

\_\_\_\_\_  
(Signature)

**Supplement to Paragraph 12(b)(3)**

**STATEMENT OF CORPORATE CHARTER PURPOSE**

Transferee Jenks, Inc. was incorporated on February 19, 1991, under the Pennsylvania Business Corporation Law of 1988, as amended. Transferee is authorized to engage in any lawful business.

**Supplement to Paragraph 12(b)(6)**

**TRANSFeree'S OFFICERS AND STOCKHOLDERS**

The officers and stockholders of Jenks, Inc. are as follows:

Cecelia A. Jenkins - President and Stockholder

Earl Jenkins - Vice President, General Manager and Stockholder

Perzealia H. Byrd - Treasurer and Stockholder

Kenneth W. Burkley, Jr. - Secretary and Stockholder



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

IN REPLY PLEASE  
REFER TO OUR FILE

January 24, 1997

DAVID M OBOYLE  
ATTORNEY AT LAW  
1450 TWO CHATHAM CENTER  
PITTSBURGH PA 15219-3427

In re: A-00113657 - Application of Jenks, Inc., t/d/b/a Georgia P. Carroll  
Moving Company

Dear Sir:

Acknowledgement is made of an application filed by you on behalf of  
Jenks, Inc., t/d/b/a Georgia P. Carroll Moving Company.

The application has been captioned as attached and will be submitted  
for review, provided no protests are filed on or before February 18, 1997.

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 January 25, 1997.

Very truly yours,

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

DOCUMENT  
FOLDER

PSM:lg

cc: Applicant

JENKS INC  
T A GEORGIA P CARROLL MOVING COMPANY  
42 RIDGECREST DRIVE  
PITTSBURGH PA 5235

DOCKETED  
APPLICATION TICKET

JAN 27 1997

SEARCHED  
SERIALIZED  
INDEXED  
FILED

A-00113657 JENKS, INC., t/d/b/a GEORGIA P. CARROLL MOVING COMPANY (42 Ridgcrest Drive, Pittsburgh, Allegheny County, PA 15235), a corporation of the Commonwealth of Pennsylvania - (1) as a Class D carrier, household goods in use, for the Relocation Department of the Urban Redevelopment Authority of Pittsburgh, between points in the city of Pittsburgh, Allegheny County, and from points in said city to other points in Allegheny County; (2) as a Class B carrier, household goods in use, between points in the city of Pittsburgh, Allegheny County; which is to be a transfer of the rights authorized under the certificates issued at A-00108243, Folders 2 and 3, to Georgia P. Carroll, subject to the same limitations and conditions. Attorney: David M. O'Boyle, 1450 Two Chatham Center, Pittsburgh, PA 15219-3427.

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

Published in Pennsylvania Bulletin

JAN 25 1997

BUREAU OF TRANSPORTATION & SAFETY  
COMMON CARRIER  
JANUARY, 1997

A-00113657

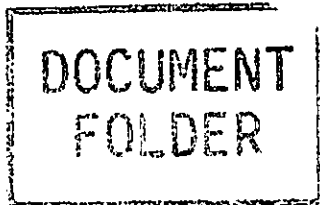
Application of Jenks, Inc., t/d/b/a Georgia P. Carroll Moving Company, a corporation of the Commonwealth of Pennsylvania, for the right to begin to transport, as a common carrier, by motor vehicle, (1) as a Class D carrier, household goods in use, for the Relocation Department of the Urban Redevelopment Authority of Pittsburgh, between points in the city of Pittsburgh, Allegheny County, and from points in said city to other points in Allegheny County; (2) as a Class B carrier, household goods in use, between points in the city of Pittsburgh, Allegheny County; which is to be a transfer of the rights authorized under the certificates issued at A-00108243, Folders 2 and 3, to Georgia P. Carroll, subject to the same limitations and conditions.

LKF:rs

1/13/97

Application Received: 12/30/96

Application Docketed: 01/10/97



DOCKETED  
APPLICATION DOCKET

JAN 27 1997

ENTRY NO.

FEB 13 1997

Protests due

**PENNSYLVANIA PUBLIC UTILITY COMMISSION**  
**RECEIPT**

*The addressee named here has paid the PA P.U.C. for the following bill:*

DAVID O BOYLE  
1450 TWO CHATHAM CENTER  
PITTSBURGH, PA 15219-3427

DATE 1/29/97  
RECEIPT # 192731

In re: Application fees for GEORGIA P CARROLL MOVING  
A-00113657 .....\$350.00

REVENUE ACCOUNT: 001780-017601-102

CHECK NUMBER: 7369

CHECK AMOUNT: \$ 350.00

C. Joseph Meisinger  
(for Dept. of Revenue)

001284

JAF

97 JAN 31 AM 11:10  
RECEIVED  
PROTHEROTARY'S OFFICE

DOCUMENT  
FOLDER

**UNDOCKETED**  
FEB 3 1997