## WALLS / DELAWARE VALLEY HAVERTOWN **WESTTOWN MOVERS LLC**

203 OAKWYNNE ROAD **BROOMALL, PA 19008** 610-325-7600/610-325-7601 Havertownmovers@aol.com

September 14, 2017

Secretary of the Commission Pa Public Utility Commission P.O. Box 3265 Harrisburg, Pa 174105-3265

RECEIVED SEP 1 8 2017 PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

Dear Secretary,

Enclosed is a request to remove a Member from Walls Delaware/Havertown Westtown Movers LLC. A8910987.

The buyout agreement is enclosed and the buyout was completed October 2016

The member whom is not longer here is Deborah Link.

The operation is the same as it has been for the last 20 years.

Very truly yours,

Constance Matsko

Walls Delaware Valley/Havertown Westtown Movers LLC

203 Oakwynne Rd Broomall, Pa 19008 610-325-7600

havertownmovers@aol.com

#### APPLICATION FOR APPROVAL OF TRANSFER OF CAPITAL STOCK

#### TRANSPORTATION COMMON CARRIER

#### BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application for approval to transfer	
part of the capital stock of	PUC USE ONLY
(all or part) Havertown Movers	Docket Number
(Name of Certificated Carrier)	Docket Number
held by _Deborah Link	Folder Number
(Name of Seller)	<del></del> -
to Constance Matsko	
(Name of Buyer)	
SEE INSTRUCTIONS BEFORE COMPLETING APPLIC	CATION
Havertown Movers	<u> </u>
(Full and correct name of Certificated Carrier)	
2. Docket number of Certificated Carrier is A-89109	987
3. Name of Seller(s): Deborah Link	
4735 Wolfe Road	
(Business Street Address)	(P.O. Box, if any) 904-806-5464
Augustine, FL 32092	904-800-3404
(City) (State) (Zip)	(Telephone)
4. Seller's attorney for this application: Michael Boms	stein
834 Chestnut Street, Suite 206	215-592-8383
Philadelphia, PA 19107	
(Address)	(Telephone)
5. Name of Buyer(s): Constance Matsko	
203 Oakwynne Road	610-325-7600
(Business Street Address)	(P.O. Box, if any)
Broomall, PA 19008	
(City) (State) (Zip)	(Telephone)
6. Buyer's attorney for this application: Brian C. LeGr	ow
414 E. Baltimore Pike,	610-566-8064
Media, PA 19063	010 200 0001
(Address)	(Telephone)
•	RECEIVED
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SEP 1 8 2017

# PUC-317: Stock Transfer Application Revised 11/13

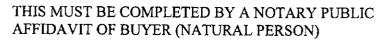
7.	Capital Stock of Certificated Car	rier:			
a)	Number of authorized shares		See attached Agreement	Member	Buyout
b)	Par or stated value per share:				
c)	Number of shares outstanding	g:			
d)	Shareholders:			Number of si	hares held:
			<del>_</del>		
<del>:</del> )	Number of shares redeemed of	or held as tre	easury stock:		
3.	Stock Transaction:				
	Sellers	# Sold	Buyers		# Bought
•	If buyer and/or seller are in contrestate name of carriers, docket num				
-					
-					
0.	Consideration for the transfer of of See Attached	capital stock	is (if nominal,	, explain):	
-	Member Buyout Agreement		-		
-				<del></del>	

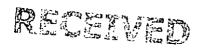
# PUC-317: Stock Transfer Application Revised 11/13

Member Buyou Agreement	t		-	
Agreentent		<del></del>		
	the proposed transfer are:	4004		
Constance Mats of Deborah Linl		50% interest Resides in	Florida	
The fall and a se		-1-1-11		
<u>r</u>	nust be attached to the com			
purpose for	nt containing a brief corpor r which it was created, a d	escription of the	service it furnishes to t	he public
and a desc	ription of the territory in w	hich it operates	Household Move	ers. Man
Statements Buyer and	of Financial Condition (In the Seller.	ncome Statemen	ts and Balance Sheets)	for <u>the</u>
Sales Agre	ement (Bilateral)			
Verified S	tatement of Buyer			
If Buyer is	corporate entity, complete	e list of officers	and shareholders with sl	hares.
If Buyer is	corporate entity, copy of o	corporation pape	ers from PA Dept. of Sta	ate.
HEREFORE, B	yer, and Seller request that	the Commissio	n approve the Applicati	on.
yer sign here:	(Each Partner must sign)	MILLY	) Oq- (Date)	14-17
orporate Seal)			(Date)	)
			(Date)	)
		<del></del>	(Date)	
ler sign here:	Sun In		(Date)	
orporate Seal)		· ·	(Date)	)

(Date)

# PUC-317: Stock Transfer Application Revised 11/13





SEP 1 8 2017

STATE OF FLORIDA	PA PUBLIC UTILITY COMMISSION SECRETARY COMMISSION
	SECRETARY'S BUREAU
St. John's County	:
Mehorah Ann Link	, being duly sworn (affirmed) according to law,
	h are true and correct; or are true and correct to the
	pelief, and he/she expects to be able to prove the
same at the hearing hereof.	Mand Still
	Signature of Affiant
Sworn and subscribed before me on this 10	
day of Ochiler 20 16 My Commission expires 5001 23, 1020	AZIZA KHAN  MY COMMISSION # GG005240
	Signature of History State Administering Oathers com
	Parameter
AFFIDAVIT OF CERTIFICATED CARRIE	R (CORPORATION)
COMMONWEALTH OF PENNSYLVANIA	
A	
Delaware County	; ss: :
Constance Matcher	, being duly sworn (affirmed) according to law,
deposes and says that he/she is (Office of Affian	of WAlls Delaware Valley Havertown
that he/she is authorized to and does make this	is affidavit for it; and that the facts above set forth Wovers Co
are true and correct; or are true and correct to	the best of his/her knowledge, information, and
(Name of	of Corporation) Juestlown Moxers LLC
the same at the hearing hereof.	( Day Daylor Molt
	Signature of Affiant
Sworn and subscribed before me on this 4	th C
day of SEPTEMBER 20 17	
My Commission expires 08 08 2090	- Cmulymxmus
	Signature of Official Administering Oath
COMMONWEALTH OF PENNSYLVANIA	
NOTARIAL SEAL	
EmilyAnn D'Amico, Notary Public Haverford Twp., Delaware County	
My Commission Expires Aug. 8, 2021  MEMBER, PENNSYLVANIAASSOCIATION OF NOTARIES	

#### MEMBER BUY-OUT AGREEMENT

THIS AGREEMENT, made this 21's tlay of November, 2011 by and between Constance Matsko ("Connie") and Deborah Link ("Deborah"), the only two members of Walls/Delaware Valley Havertown/Westtown Movers, LLC (hereinafter "Havertown Movers").

WHEREAS, the parties hereto are equal members in Havertown Movers, a Pennsylvania limited liability company;

WHEREAS, differences have arisen between the parties such that they now desire to pursue separate directions;

NOW, therefore, the parties, in consideration of the foregoing as well as the terms set forth below, now agree as follows:

- 1. Sale of Deborah's Interest The parties have passed a corporate resolution authorizing and approving Deborah's transfer to Connie of all her right, title and interest in and to her fifty (50%) percent share of Havertown Movers. The parties acknowledge that, subject to the remaining terms of this Agreement, Connie shall own one hundred (100%) percent of the membership interests in Havertown Movers.
- 2. Price The agreed price is two hundred and fifty thousand (\$250,000) dollars. Connie shall pay Deborah a down-payment of \$25,000, which shall be paid in U.S. dollars within fortyeight (48) hours following execution of this Agreement (which event shall hereafter be referred to as "closing"). The \$225,000 balance shall be paid in twenty (20) equal quarterly installments of \$12,234.35 each with interest of 3.25% amortized in accordance with the schedule attached hereto as Exhibit "A." The first of the quarterly installment payments shall be due January 1, 2012. All payments hereunder shall be made by direct deposit to Wells Fargo Bank, State Road 312 and U.S. 1, St. Augustine, FL, Deborah A. Link, 5970152962, Routing No. 063107513, or such other account as Deborah shall later designate. In the event a payment is delayed or missed, Counie shall have five (5) business days following notice by Deborah of non-payment to cure ("Cure Period"). Payment shall be deemed made on the date it is deposited into the aforesaid Wells Fargo bank account. If Connie makes a payment after it shall have been due, but within the Cure Period, an additional sum in the nature of a late fee in the amount of \$150 shall be added to the installment payment covered by said payment during the Cure Period. Payment made after the Cure Period shall be deemed an act of default, whether accompanied by the late fee or not, and shall be subject to the default provisions set out hereinbelow.

- 3. Effective Date of Transfer. There being no corporate share certificates to hold in escrow pending final, timely payment by Connie as per \( \mathbb{P} \) hereinabove, the parties agree that, notwithstanding any other provisions of this Agreement to the contrary, the transfer of Deborah's membership interest in Havertown Movers shall not take effect until such time as Connie has fully complied with her obligations as set forth in \( \mathbb{P} \) hereinabove.
- 4. Company Books and Accounts Forthwith upon execution of this Agreement, the books of account, ledgers, records and bank accounts of Havertown Movers' shall be in the sole custody of Connie and Deborah shall have no signing authority thereafter.
- 5. Miscellaneous For the calendar year 2011 only, the parties agree that Havertown Movers shall pay for the services of the company accountant to prepare financial statements and, if necessary, to represent all parties at company expense in the event of an audit. In addition, as in previous years, he shall prepare the parties' individual tax returns at company expense. The parties acknowledge that the Havertown Movers website as well as numerous domain names were created by Deborah. Connie shall not use or attempt to use the existing website. The parties acknowledge that the following domain names are owned by Deborah and held by "Go Daddy". Within five (5) business days following closing, Deborah will transfer the following domain names to Connie's "Go Daddy" account: havertownmovers.com, havertownmovers.info, havertownmovers.net, havertownmovers.org, havertownmoving.com, havertownwesttown.com, havertownwesttownmoving.com, delawarevalleymover.com, delawarevalleymovers.biz, broomallmovers.com, broomallmovers.org, and wallsmoving.com
- 6. Execution of Necessary Documents Insofar as Deborah's name appears as an owner and/or signatory in company bank accounts and other documents, simultaneous herewith she shall execute signature cards and forms necessary to vest sole control of Havertown Movers in Connie. The parties also both agree thereafter to execute such additional forms and documents as may reasonably be required to effectuate this Agreement.
- 7. Indemnity Connie, for herself and for the subject business, shall indemnify Deborah for any Havertown Movers'-related claims occurring post closing and excluding claims caused solely by Deborah. In the event that Deborah is a separate defendant in any action brought against Connie or Havertown Movers, Deborah may retain separate counsel, and she shall be entitled to reimbursement for reasonable costs of same if it is determined that the liability resulted solely from Connie's operation of the business and not any act of Deborah's. Indemnity shall include payment to Deborah for said fees as well as the amount of any judgment against her. Should Connie not pay same within thirty (30) days of an award or judgment, said indemnity payment shall be added to the balance of any remaining obligations due to Deborah under this Agreement. This right, however, shall not operate to impair the exercise of any other rights or remedies that Deborah has under this Agreement. If Deborah has knowledge or reason

to know about an event or claim giving rise to indemnification, Deborah must notify Connie or the subject business within a reasonable amount of time.

- 8. Securitization of Obligations (a) The debt shall be secured by a promissory note executed both by Connie and her husband. (Exhibit "B). All of the equipment and assets of the business, including receivables, have been identified in the schedule attached hereto as Exhibit "C" and, while not secured by a UCC-1 financing agreement, shall for purposes of this Agreement be deemed and referred to as "the collateral." Connie warrants and represents that prior to closing she has neither transferred nor sold any of the equipment or assets identified in Exhibit "C" hereto. She further warrants and represents that she has taken no action to (1) affect adversely the goodwill of the business; (2) transfer or recommend the transfer of customers to any other business, including without limitation her son's business which is now seeking PUC authority; or (3) otherwise affect the likelihood that the debt will be paid in full. Connie and the business shall take no action, nor fail to take any action, where the result would be to impair the collateral or the likelihood that the debt will be paid in full. Notwithstanding the foregoing, Connie shall be at liberty to trade in assets and equipment at fair value in connection with upgrading or replacing assets or equipment in connection with operation of the business.
- (b) Pursuant to this financing agreement, upon default, Deborah may (1) execute on the collateral for the amount then remaining due, or (2) reclaim her interest in the business subject to a credit for Connie for the sums already paid, provided, however, that efforts to execute shall not exhaust or extinguish the note until the full sum due shall have been collected. By "reclaim her interest in the business," the parties intend that until such time as the full sum is paid, Deborah shall be restored to the position she was in prior to execution of this Agreement and she shall receive regular payments on the same basis as previously received. Said payments shall not be credited to the purchase obligation under this Agreement, however. Upon payment in full, Deborah's interest shall immediately be deemed extinguished, the transfer of membership interests shall be concluded and all other provisions of this Agreement shall be in full force and effect.
- 9. <u>Default by Connie</u> In the event of a default in payments by Connie, the note shall provide for the collection of attorney fees actually and reasonably incurred as well as a confession of judgment that may be filed with the Prothonotary or any other appropriate court office upon default. There shall be no penalty for prepayment, however. The parties agree that Deborah may enforce all rights under this Agreement against Connie whether by suit on the note; an exercise of rights as against the collateral; or by suit for specific performance in equity filed in the Court of Common Pleas of Delaware County. Connie hereby expressly waives the right to assert lack of jurisdiction or that Deborah is not entitled to specific performance. The prevailing party shall also be entitled to reasonable attorneys fees and costs of suit. None of these remedies shall be exclusive and Deborah may exercise any rights available under the terms of this Agreement.

10. <u>Assignment of Agreement</u> This agreement may not be assigned by Connie without Deborah's express written consent,

#### 11. Mutual Releases

- (a) Except for obligations created under this Agreement, Deborah hereby releases and forever discharges Connie and her heirs, executors, administrators, assigns, agents and employees, (managers, brokers attorneys, and accountants) of and from any and all manner of actions and cause of action (and/or suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, claims, and demands) in law or equity, known or unknown, and including those which were or could have been asserted against them which Deborah ever had, now has, or ever will have from the beginning of the world to the date of these presents.
- (b) Except for obligations created under this Agreement Connie hereby releases and forever discharges Deborah and her heirs, executors, administrators, assigns, agents and employees, (managers, brokers, attorneys, and accountants) of and from any and all manner of actions and cause of action (and/ or suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, claims, and demands) in law or equity, known or unknown, and including those which were or could have been asserted against them which Connie ever had, now has, or ever will have from the beginning of the world to the date of these presents.
- 12. <u>Advice of Counsel</u> The parties acknowledge that they both have received the advice of counsel with respect to the matters contained herein. The parties both acknowledge that they have read and understood this Agreement and that they have entered into this Agreement freely and knowingly.
- 13. Entire Agreement This Agreement embodies all understandings between the parties with respect to the matters set forth herein. There are no other agreements, written or otherwise, between the parties relating to the subject matter of this Agreement. This Agreement may not be modified except by a subsequent writing executed by both parties and duly witnessed.
- 14. This Settlement Agreement may be executed in counterparts, with each counterpart copy deemed an original.

IN WITNESS WHEREOF, the parties hereto, INTENDING TO BE LEGALLY BOUND, do hereby set their hands the date above written.

Witness

Witness

Deborah Link

Constance Matsko

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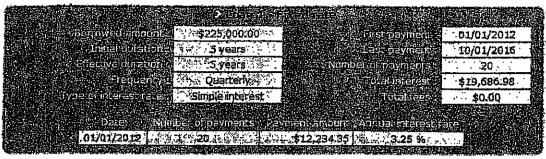
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SEP 1 8 2017

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

Exhibit A

Amortization Schedule



#### Loan management

#### me Loan payment schedule

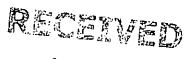
				FASEIN FAIR		
	Paymentmumber	ale bales e	Payment.	Principal S	interest.	Tar Balance:
] J						225,000.00
ē	1	01/01/2012	12,234.35	10,406.22	1,829.13	214,593.78
1) (i.	2	04/01/2012	12,234.35	10,490.78	1,7,43.57	204,103:00
<b>B</b>	3	97/01/2012	12,234.35	10,576,01	1,658.34	193,526.99
<b>E</b>	4	10/01/2012	12,234.35	10,661.94	1,572.41	182,865.05
	Carecessa suma sino	Total	48,937.40	42,134.95	6,802.45	182,865.05

Payment numbers	01/01/2013	Payment 12.234.35	10.748.57	1.485.78	enter an ancient and the second and the second
6	04/01/2013	12,234,35	10,635.90	1,398,45	172,116,48 4 161,280.58
7	07/01/2013	12,234.35	10,923.95	1,310.40	150,356.63
8	10/01/2013	12,234.35	11,012,70	1,221.65	139,343.93
143	Total	48,937.40	43,521.12	5,416.28	. 139,343.93 🔯

Payment number	Date Silv	Payment	e de la conscional de l	# Interest	Balance 1
9	01/01/2014	12,234.35	11.102.18	1.132.17	128.241.75
to to	04/01/2014	12.234.35	11.192.39	1.041.96	117,049.36
\$ 5 1	07/01/2014	12,234.35	<del></del>	951.03	105,766.04
<b></b>	10/01/2014	12.234.35	11375.00	859:35	94,391.04
E	omanika di dinamber din				94.391.04
	Total	48,937.40	44,952.89 i	3,984.51	TOTAL STATES

restantantes a 1			<b>阿姆斯科科学者的人对于"等"</b>		
Payment number.	Date first	Payment &	Principal	Interest >	Balance 🗀
<b>\$</b> 13	01/01/2015	12,234.35	11,467.42	766.93	82,923.62
§ 14	04/01/2015	12,234.35	11,560.60	673.75	71,363.02
15	07/01/2015	12,234.35	11,654.53	579.82	59,708.49
16	10/01/2015	12,234.35	11,749.22	485.13	47,959.27
2-10-10-12000 (8-12) 9. 1884 3	Total	48,937.40	46,431.77	2,505.63	47,959.27

Fayment humbe	Date - Date	Payment	Principal	Interest	Balance
17	01/01/2016	12,234.35	11,844.68	389.67	36,114.59
18	04/01/2016	12,234.35	11,940.92	293.43	24,173.67
. 19	07/01/2016	12,234.35	12,037.94	195.41	.12,135.73
29	10/01/2016	12,234.33	12,135.73	98.50	0.00
रुक्तार रूप्या चे रूपयोग्यहानामध्ये र एक . र	Total	48,937.38	47,959.27	978.11	0.00



SEP 1 8 2017

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

#### Exhibit C

#### Schedule of Equipment and Assets

Trucks
1996 INTERNATIONAL # 1HTSCABMXTH313118
2002 INTERNATIONAL# 1HTMMAAM22H411646
2002 INTERNATIONAL # 1HTMAAM32H395795
2007 INTERNATIONAL # 1HTMMAAM37H348732
CARGO VAN
2003 FORD #1FTRE14223HB19314
OFFICE
1 DESK .
2 TABLES
2 COMPUTERS
4 PRINTERS/FAX MACHINE
2 PHONES

Packing supplies (varies every week)

#### Walls/Delaware Valley Havertown LLC

#### **Profit & Loss**

January through December 2016

	Jan - Dec 16
Ordinary Income/Expense	
Income	200.00
ADD'L INSURANCE FEES	200.00
City Income	13,325.52
fuel charge	6.306.09
Interstate Income	3,187.50
packing supplies	26,459.73
PROPERTY(OFFICE MOVES)	13,622.49
FEES - Other	665,888.60
Total FEES	728,789.93
SIT over 90	8,250.00
Storage in Transit	4,599.10
Total Income	741,839.03
Expense	
2002 #2 INTERNATIONAL	709.51
ADVERTISING	26,782.32
Automobile Expense	346.40
Bad Check Charge	1,202.91
CHARITIES	50.00
CHECK BOOK FEE	18.15
DAMAGE REPAIR COST	3,848.21
DAMAGE SETTLEMENT	2,995.00
Depreciation Expense	8,498.00
Dues and Subscriptions FINE	1,124.00 50.00
FUEL	25.293.01
GIFTS	1,754.59
Insurance	1,701.00
Work Comp	2,798.00
Insurance - Other	42,515.80
Total Insurance	45,313.80
Interest Expense	4,776.88

#### Walls/Delaware Valley Havertown LLC

#### **Profit & Loss**

January through December 2016

	Jan - Dec 16
LINE OF CREDIT	64.25
MEDICAL	532.00
Miscellaneous	370.03
NEW LOT SET UP	34,340.15
OFFICE	1,243.09
Office Supplies	9,535.25
OVERPAYMENT	1,895.55
PA PUC ASSESSMENT	1,228.00
Payroll Expenses	44,970.48
Postage and Delivery	100.00
Professional Fees	
Accounting	3,172.50
Legal Fees	308.00
Professional Fees - Other	585.00
Total Professional Fees	4,065.50
REBATE	-317.43
Repairs	224.20
Returned check	2,394.76
Salary	0.00
STORAGE	373.80
Supplies	
PACKING SUPPLIES	13,120.23
Supplies - Other	1,234.82
Total Supplies	14,355.05
Taxes	
Local	1,299.99
Taxes - Other	29.00
Total Taxes	1,328.99
Telephone	13,668.33
Travel & Ent	.5,555.50
Meals	1,235.07
Travel	297.40
Travel & Ent - Other	1,127.44
Total Travel & Ent	2,659.91

# Walls/Delaware Valley Havertown LLC **Profit & Loss**

January through December 2016

	Jan - Dec 16
TRUCK EQUIPTMENT TRUCK REGISTRATION TRUCK RENTAL TRUCK REPAIRS	4,584.52 2,228.00 193.40
1996 DEL VAL TRUCK 2002 #1 2002 #2 2007 Truck	758.03 6,565.56 4,274.48 3,912.16
TRUCK REPAIRS - Other	2,851.19
Total TRUCK REPAIRS	18,361.42
UNIFORMS Utilities	4,596.00
Gas and Electric Water	3,815.24 0.00
Utilities - Other	738.85
Total Utilities	4,554.09
VOID Wages	0.00 347,736.94
Total Expense	638,049.06
Net Ordinary Income	103,789.97
Other Income/Expense Other Income	
DAMAGE REFUND	-838.08
Total Other Income	-838.08
Other Expense LIFE INSURANCE Other Expenses	1,159.60 470.14
Total Other Expense	1,629.74
Net Other Income	-2,467.82
Net Income	101,322.15

As of December 31, 2016

	Dec 31, 16
ASSETS	
Current Assets	
Checking/Savings	
NEW OPERATING ACCOUNT	1,956.44
Total Checking/Savings	1,956.44
Other Current Assets	
LOAN REC HAVERFORD MOVERS LLC	6,268.38
Payroll Asset	-50.00
<b>Total Other Current Assets</b>	6,218.38
Total Current Assets	8,174.82
Fixed Assets	
2014 Freight Liner	90,782.50
Accumulated Depreciation	-128,959.07
Truck	67,598.65
Total Fixed Assets	29,422.08
TOTAL ASSETS	37,596.90
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Direct Deposit Liabilities	392.98
LINE OF CREDIT-SOVERIGN	9,811.34
Loan - Huntington National	27,527.37
Loan Payable - Mercedes	13,805.85
Payroll Liabilities	
Accrued FUTA	-594.01
Accrued Pauc	6,114.82
Federal Withholding	-209.86
Medicare Company	4.43
Medicare Employee	4.43
PA Withholding	442.67
Phila. Withholding	-792.88
Social Security Company	18.93

#### Walls/Delaware Valley Havertown LLC

### **Balance Sheet**

As of December 31, 2016

	Dec 31, 16
Social Security Employee Payroll Liabilities - Other	37.38 3,567.28
Total Payroll Liabilities	8,593.19
Total Other Current Liabilities	60,130.73
Total Current Liabilities	60,130.73
Total Liabilities	60,130.73
Equity Partners Equity - Connie Matsko Retained Earnings Net Income	-149,506.10 25,650.12 101,322.15
Total Equity	-22,533.83
TOTAL LIABILITIES & EQUITY	37,596.90

WALLS DELAWARE VALLEY
HAVERTOWN WESTTOWN MOVERS, LLC
203 OAKWYNNE ROAD
BROOMALL PA 19008



7016 1970 0000 1311 7334



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17105

U.S. POSTAGE PAID BROOMALL, PA 19008 SEP 18, 17 AMOUNT

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