

A-00094076

AM-D

WILLIAM H. R. CASEY  
ATTORNEY AT LAW  
99 EAST COURT STREET  
DOYLESTOWN, PENNSYLVANIA 18901  
(215) 348-7300  
FAX (215) 348-1456

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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

July 10, 2006

James J. McNulty, Secretary  
Commonwealth of Pennsylvania  
Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17120

**RE: Transfer Application of Glose Moving and Storage, Inc.**

Dear Secretary McNulty:

Enclosed for filing is an original and two (2) copies of the transfer application of Glose Moving and Storage, Inc., along with my check in the amount of \$350.00, payable to the Commonwealth of Pennsylvania, representing the required filing fee.

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GENERAL COUNSEL  
TRANSPORTATION SAFETY  
2006 JUL 12 PM 2:37

Please review the application and, if complete, advertise it in the Pennsylvania Bulletin at your earliest convenience.

Please contact the undersigned or Mr. Rick Christ at 610-391-8300 if there are any questions or concerns.

Thank you for your usual courtesies.

Very truly yours,

*William H. Casey*  
WILLIAM H. R. CASEY

WHRC/mw  
Enclosures  
cc: Mr. Rick Christ, Transferor

**DOCKETED**  
JUL 31 2006

**DOCUMENT  
FOLDER**

20

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

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

**DOCKETED**  
JUL 31 2006

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DEPARTMENT OF SAFETY  
TRANSPORTATION  
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Application of GLOSE MOVING & STORAGE, INC.  
(Applicant/Transferee-Buyer)

for the approval of the transfer and to exercise the right

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

**DOCUMENT  
FOLDER**

SECRETARY  
TREASURY

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No. A-00116153, Folder No. 1-Am-A, issued to

BDB & Sons Moving, Inc., t/d/b/a CREWS 2 USE  
(Transferor - Seller)

for transportation of household goods in use  
(persons - household goods)

**SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION**

1. GLOSE MOVING & STORAGE, INC.  
(Full and Correct Name of Applicant/Transferee)

2. \_\_\_\_\_  
(Trade Name, If Any)

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

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

3. 7566 MORRIS COURT SUITE 350  
(Business Street Address) (P. O. Box, If Any)

ALLENTOWN LEHIGH PA 18106 610-391-8300  
(City) (County) (State) (Zip) (Telephone)

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

WILLIAM H.R. CASEY, ESQ. LAW OFFICE, 99 EAST COURT ST. DOYLESTOWN, PA 18901

(Name) (Address) (Telephone)  
215-348-7300

5. Any documents should be mailed to:

Transferee: GLOSE MOVING & STORAGE INC., 7566 MORRIS COURT, STE 350  
(Name) (Address)  
ALLENTOWN, PA 18106

Transferor: BDB & SONS MOVING INC., 488 ORCHARD CIRCLE, EXTON, PA 19341  
(Name) (Address)

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

A- 94076 and operates as a COMMON carrier.  
(common or contract)

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

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

8. Applicant is (check one):

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

---

(Name)	(Address)

---

- Corporation. Organized under the laws of the state of PENNSYLVANIA  
and qualified to do business in Pennsylvania by registering with the Secretary of the  
Commonwealth on JULY 13, 1967 (Attach copy of Certificate of  
Incorporation or Authority and statement of charter purpose). Include as an attachment a  
list of corporate officers and their titles and the names, addresses and number of shares  
held by each stockholder.

9. If applicant, its stockholder or partnership members are in control or affiliated with any other carrier, state name of carrier(s), Docket Number(s) and nature of control or affiliation.

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

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

11. The reason for the transfer is EXPANSION OF APPLICANT'S BUSINESS

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12a. The following must be attached:

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

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

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

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

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

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

Transferee sign here:       *Dickie T. Chest, President*             *6/29/06*        
(Each Partner Must Sign) (Date)

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

Transferor sign here:       *Stephen M. Bruce Sr.*      

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

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

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

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

Transferee sign here:       Ricky T. Christ, President             6/29/06        
(Each Partner Must Sign) (Date)

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

Transferor sign here: \_\_\_\_\_

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

APPLICATION VERIFICATION

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

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

TRANSFEROR (SELLER)

\_\_\_\_\_  
(Print Name) (Signature) (Date)

\_\_\_\_\_  
(Print Name) (Signature) (Date)

\_\_\_\_\_  
(Print Name) (Signature) (Date)

TRANSFeree (BUYER)

RICKY T. CHRIS7      Ricky T. Christ      6/29/06  
(Print Name) (Signature) (Date)

\_\_\_\_\_  
(Print Name) (Signature) (Date)

\_\_\_\_\_  
(Print Name) (Signature) (Date)

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

APPLICATION VERIFICATION

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

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

TRANSFEROR (SELLER)

\* Stephen M. Bruce Sr. Stephen M. Bruce Sr. 7-7-06  
(Print Name) (Signature) (Date)

(Print Name) (Signature) (Date)

(Print Name) (Signature) (Date)

TRANSFeree (BUYER)

Ricky T. Christ Ricky T. Christ 6/29/06  
(Print Name) (Signature) (Date)

(Print Name) (Signature) (Date)

(Print Name) (Signature) (Date)

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



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BUREAU

**AGREEMENT**

This AGREEMENT, made this 23rd day of June, 2006, by and between BDB & Sons Moving, Inc., t/d/b/a CREWS 2 USE, a Pennsylvania corporation with offices located at 488 Orchard Circle, Exton, Pennsylvania 19341 (hereinafter called "SELLER") and Glose Moving & Storage, Inc. (hereinafter called "BUYER") a Pennsylvania corporation with offices located at 7566 Morris Court, Suite 350, Allentown, PA 18106.

**WITNESSETH**

**WHEREAS**, SELLER is the owner of certain rights to transport household goods in use under Public Utility Commission Docket No. A00116153 F1, Am-A; and

**WHEREAS**, BUYER is the owner of various rights to transport household goods in use under Public Utility Commission certificates; and

**WHEREAS**, SELLER is anxious to sell and BUYER is anxious to buy the household goods in use rights owned by SELLER,

**NOW THEREFORE**, the parties hereto intending to be legally bound, agree as follows:

1. SELLER agrees to sell and BUYER agrees to buy the SELLER's household goods in use rights for the sum of One Hundred Thousand Dollars (\$100,000.00) payable in full upon approval of the transfer by the Public Utility Commission. A ten thousand dollar (\$10,000.00) deposit toward the purchase price shall be paid by BUYER at the time of execution of this AGREEMENT, to be held by Kenneth D. Sataloff, who will retain the deposit in escrow until consummation or

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termination of this AGREEMENT in conformity with all applicable laws and regulations. Settlement shall be held by the parties, within ten (10) days of Commission approval of the transfer, at the office of BUYER.

2. The household goods in use rights to be transferred to BUYER are as follows:

“To transport as a common carrier, household goods in use, between points in the county of Chester, and within an airline distance of fifty (50) statute miles of the limits thereof, and from points in said territory, to points in Pennsylvania.”
3. SELLER warrants that the rights have not been abandoned and are eligible for transfer to BUYER.
4. BUYER agrees to file an application with the Pennsylvania Public Utility Commission to transfer the rights within fifteen (15) days of receipt of a signed agreement and to take all actions necessary to obtain said transfer approval. The parties agree to cooperate in the transfer process before the Commission. All costs thereof, including legal fees, shall be paid by BUYER.
5. In the event the Public Utility Commission deregulates before approval of the transfer or fails to approve the transfer or requires changes unacceptable to BUYER, or if protests are filed to the transfer application, BUYER, at its option, shall have the right to cancel this AGREEMENT upon written notice to SELLER and in such event the deposit monies shall be returned to BUYER, and the parties shall be under no obligation to one another.

6. Should BUYER fail to make timely application and process the transfer as required hereunder or fulfill any of its obligations under this AGREEMENT, SELLER has the option of retaining the deposit monies paid by BUYER as liquidated damages in which case the parties are released from further obligation and this AGREEMENT is VOID.
7. It is understood and agreed by the parties hereto that his Agreement covers purchase of transportation rights only and not assets or liabilities of SELLER's corporation or a stock interest therein.
8. This AGREEMENT constitutes the entire AGREEMENT of the parties and no modification to this AGREEMENT shall be valid unless in writing and signed by both parties.

Attest:

**BDB & SONS MOVING, INC.,  
T/D/B/A CREWS 2 USE**

Matthew Bruce

By: Stephen M. Bruce Sr.  
Stephen M. Bruce, President

Attest:

**GLOSE MOVING & STORAGE, INC.**

Aaron P. Amey

By: Ricky T. Christ, President  
Ricky T. Christ, President

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GENERAL SUMMARY							
COMPANY <u>Globe Moving &amp; Stg. Inc.</u>							
DIVISION <u>O'Brien's Moving &amp; Storage</u>							
Vehicle #	Year	Make	Vehicle Lic#	Vin #	Additions	Deletions	Paul Hertel Ref #
<b>CARS</b>							
1993 Concorde	1993	Chrysler	DHD3021	2C3EL56T5PH511595		Del 11/15/02	21
1996 Dodge Intr.	1996	Dodge	BMN0671	2B3HD56F1TH291254		Del 11/18/03	34
1998 Bonneville	1998	Pontiac	BDB1543	1G2HX52K1W4214995		Del 3/13/03	2
1999 Ford Taurus	1999	Ford	DHD3021	1FAFP53U8XG308347	11/15/02		57
2002 Saub	2002	Saub	DLA7960	YS3DF78K727008016	3/13/03		63
<b>VANS</b>							
1985 NJ Van	1985	Dodge	ZN30479	2B7FK13C9FR372256		Del 2/21/02	
1987 Yellowbird	1987	Chevrolet	ZN30480	2GPHG31K9H4511636		Del 7/1/02	
1991 Pass Van	1991	Dodge	BRW8690	2B4HB25Z4MK429143		Del 12/27/04	32
1997 Pass Van	1997	Ford		1FMEE1165VHC08847	1/6/05		
1994 Reading Van	1994	Dodge	BXG8320	2B7GH113XRR584139			29
20604 Cube Van	2002	Chevrolet	YLG3153	1GBJG31R921186041	6/25/02		
20624 Cube Van	2002	Ford	YJX3727	6206	12/13/02		
20399	1994	Ford	ZD51669	1FDKE37H5RHB97779			10
22887	1994	Chevrolet	ZP42093	1GBHG31K7RF121669			3
21340	1992	Ford	YCM3428	1FDKE37H7NHB19420		Del 7/1/04	1
22848	1984	Chevrolet	YAB6449	1GBHP32J1E3322159		Del 12/18/02	4
<b>STRAIGHT TRUCK</b>							
1990 Isuzu	1990	Isuzu	AE58318	JALH6A1N9L3101265		Del 1/1/05	11
20816	2000	International	AE58319	1HTSCAAM7YH301825	4/25/03		64
20859	1998	International	AF04129	1HTSCAAN1WH580	6/4/03		
21288	2000	International		1HTSCAANYH238698	5/24/05		
21287	2000	Freightliner		1FV6HFBA1YHG18394	5/24/05		
21800	1988	Mack	ZA00459	VG6M111B4JB028101		Del 7/1/03	5
22357	1995	Freightliner	AB95895	1FV6HFAC6SL630691			35
22525	1993	International	ZF80098	1HTSCPHM2PH478158			6
23708	1996	International	AD11642	1HTSDAAN5TH313406			8
22853	1984	International	AE58312	1HTLDTVN4EHA45156		Del 8/1/02	
324907 NAVL	1995	International		1HTSCACB7SH619800	11/24/03		
21107	1990	GMC	AJ366L	1GDM7H1JXLJ601459	5/11/05		
<b>TRACTORS</b>							
30465	1995	Freightliner	AE66303	1FUKBCYA8SL773598			42
30869	1995	Freightliner	ZN30480	1FUYBCYB6SL713824			45
31923	2000	Freightliner	AE58323	1FV6JJBA1YHF01499	12/27/02		56
32717	1997	Freightliner	AE58317	1FUWDCXASVH859360	4/20/04		
32719	1997	Volvo	AE58320	4VAJBARF7VN860226	4/20/04		
32813	1977	Mack	AE58315	R685T66840		Del 2/21/02	
33197	1994	Freightliner	AE58310	2FUYSYB4RA462497			19
35439	1986	Mack	AC709A	VG6M113X7GB065127			12
35440	1986	Mack	AA31722	VG6M113X6GB065118		Del 10/1/04	13
35528	1989	Mack	AD03759	1M2N278YXKW008332			14
35681	1986	GMC	AE58321	1GDP9L1C2GV529974		Del 9/30/01	
35686	1986	GMC	AE58314	1GDP9L1C9GV531690			16
36210	1985	GMC	AE58323	1GTP9L1C1FV614873		Del 5/23/03	17
36215	1985	GMC	AE58317	1GTP9L1C6FV615064		Del 10/1/04	15
36525	1989	Kenworth	AE58320	1XKEDR9XXKJ374485		Del 10/1/04	18
<b>TRAILERS</b>							
50259	1986	Kentucky	TN47615	1KKVE3014GL076482			23

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# GENERAL SUMMARY

COMPANY Glose Moving & Stg. Inc.

DIVISION O'Brien's Moving & Storage

Vehicle #	Year	Make	Vehicle Lic#	Vin #	Additions	Deletions	Paul Hertel Ref #
50758	1986	Kentucky	TA55901	1KKVE3012GL076481			NJ52
62294	1997	Kentucky	XB46439	1KKVE5125VL108369			33
62351	1981	G. D.	TAE5900	1GRAB9020BS065304		Del 8/1/02	
63522	1990	Kentucky	TV65621	1KKVE482XLL087452			59
63682	1985	G. D.	XD97276	1GRAA9624FS108204			26
63788	1990	Kentucky	TV65620	1KKVE4823LL087454			27
64711	1986	G. D.	XA60700	1GRAA9627GB092212			30
64712	1986	G. D.	TZ43823	1GRAA9629GB092213			31
70197	1985	Matlock	XF66390	1RMTET464F1003583			24
70496	1988	Matlock	XF21511	1RMAXX480J1004264			47
72679	1985	G. D.	XD56942	1GRAA9622FB086204	10/1/04	Del 3/1/02	
72774	1996	Kentucky	XN77713	1KKVE512TL106037			9
73095	1997	Kentucky	XL07679	1KKVE512XVL108836			20
73179	1996	Featherlite	XG82856	4FGL51200TA964432			38
73180	1996	Featherlite	XB46438	4FGL51202TA964433			37
73319	1997	Featherlite	XBG0087	4FGL53202VA965662	7/23/04		
73624	1997	Kentucky	XD57003	1KKVE5124VL108833			28
<b>OWNER/OPERATOR</b>							
20844 Cook - ST	1987	International	AA88769	1HTLUDUXP3HH504196	5/10/02	5/17/03	39
21196 Moya - ST	2000	Freightliner	AE822F	1FV6HLBA7YHF07539		Del 12/4/04	NJ48
Moya-Pack Van	1994	GMC	4132	1GHG31K7RS504132	12/20/02	Del 12/4/04	44
32411 Moya-Tractor	1998	International	AH241C	1HSRUAMR0WH628832	10/19/03	Del 11/30/04	NJ58
21271 Hanna - Cube Van	1987	Chevrolet	ZR55725	116401		Del 11/2/01	
21833 Rupp-ST (Walters)	1995	GMC	YBM5000	1GDJ6H1J55J517442		Del 9/22/04	55
22170 Hanna-ST	2000	International	AE49847	1HTSCAANX7H307983		Del 12/4/04	46
22791 Moya - ST	1989	Mack	AD987J	VG6BA01B6KB002120		Del 12/4/04	43
Russo-ST (Walters)	1995	International	YDT2353	1HTSCACN75H619800		Del 11/24/03	40
31089 Braun - Tractor	1997	Kenworth	AD1854	1XKAD29X4VR737889		Approx 6/1/02	
33488 Walters - Tractor	2000	Freightliner	AB42057	1FUYSZD8YLD90097		Del 4/1/04	22
33551 Parisi Tractor	1991	Freightliner	AD917W	D3MP507338		Del 3/1/04	36
35383 Werkheiser - Tractor	1995	Freightliner	AB69061	1FUYDXYB5SH464274		Del 7/1/02	
36789 Reiss - Tractor	2000	Freightliner	AB60999	1FUYSZ82YLB90094		Del 3/1/04	no paul hertel ins
64361 Walters - Trailer	1998	Kentucky	XF28902	1KKVE5120WL111343		Del 7/1/05	25
71230 Reiss - Trailer	1999	Kentucky		1KKVE5120XL115619		Del 3/1/04	
31610 Rodriguez-Tractor	1998	Freightliner	AG941E	2FUPCDBY8WA888294	6/18/02	Del 10/15/02	NJ51
31668 Hart-Tractor	1999	Western Star	1WV185	2WKEDDXH9XK955998	7/22/02	Del 3/18/03	7
31703 Howard-Tractor	1992	International		1HFRCARINH451194	7/15/02	2/12/03	41
32019 Chuck Brown	2001	Freightliner	34815	1FUJA6CG61LH70048	2/18/03	Del 9/30/04	
31119 William Leydon	1998	Peterbilt		1XP5DR8X1WD425064	5/14/03	Del 5/20/03	
32356 Greg Strecker	1995	Kenworth	AF03809	1XKAD69X3SR649564	7/10/03		66
Calvin Shorts	1996	International		1HSRKAHR8TH344666	9/30/02	Del 3/1/03	
33488 Parisi - Tractor	2000	Freightliner	AB42057	1FUYSZD8YLD90097	4/1/04		22
32677 Walters - Tractor	2004	Freightliner		1FUJCRAV84PM97377	4/1/04	Del 7/11/05	
21106 Walters - ST	2000	International	AB42057	1HTSOAAMSYPH217449	9/22/04	Del 7/11/05	
20662 Acevedo - ST	1996	International	B3424	1HTSDAANOTH262861	9/23/04		
21107 Marino - ST	1990	GMC Topkick		1GDM7H1XJLJ601459	10/1/04	Del 5/10/05	
22791 Tico's Moving	1989	Mack	AD987J	VG6BA01B6KB002120	12/4/04		
21196 Tico's Moving	2000	Freightliner	AE822F	1FV6HLBA7YHF07539	12/4/04		
22791 Tico's Moving	1994	GMC	D1544	1GDHG31K7R5504132	12/4/04		
21210 Tico's Moving	2000	Freightliner		1FV6HJBA6YHB88848	4/22/04		
33430 Jose Ruiz	1995	Peterbilt		1XPCD88X5SN362019	4/25/04		
32993 Mike Lefurge	1997	Freightliner		1FUYZYB7VP725247	5/11/05		

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Certificate No. A-00116153  
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FREIGHT PA. P.U.C. NO. 2  
Cancels  
Freight Pa. P.U.C. No 1

BDB & SONS MOVING, I.I.C.  
c/d/b/a  
CREWS 2 USE

LOCAL MOTOR FREIGHT TARIFF

NAMING

RATES, RULES AND REGULATIONS

GOVERNING

THE RIGHT

To transport, as a common carrier, household goods in use, between points in the county of Chester, and within an airline distance of fifty (50) statute miles of the limits thereof, and from points in said territory, to points in Pennsylvania.

For rates, rules, regulations and provisions applicable on the transportation of household goods, in use, see Tariff Freight Pa. P.U.C. No. 53 (Carrier Directory No. 53), loose-leaf revisions thereto and successive issues thereof, issued by Tristate Household Goods Tariff Conference, Inc., Agent.

ISSUED: AUGUST 13, 2003

EFFECTIVE: AUGUST 14, 2003

Issued on 1 day's notice under authority of PA Code, Title 52, Section 23.42

Issued By:  
Kathleen Bruce, President  
488 Orchard Circle  
Exton, PA 19341

FINANCIAL STATEMENTS AND  
SUPPLEMENTARY INFORMATION

-----  
**GLOSE MOVING AND STORAGE, INC.**

Years Ended  
December 31, 2005 and 2004  
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TREASURER

SCHUMACHER BATCH & CO., LLC

**GLOSE MOVING AND STORAGE, INC.**

**TABLE OF CONTENTS**

	<b><u>Page</u></b>
<b>ACCOUNTANTS' REPORT</b>	2
<b>FINANCIAL STATEMENTS</b>	
Balance Sheets	3-4
Statements of Income and Retained Earnings	5
Statements of Cash Flows	6
Notes to Financial Statements	7-11
<b>SUPPLEMENTARY INFORMATION</b>	
Accountants' Report on Supplementary Information	12
Detail of Operating Expenses	13





David J. Schumacher, CPA  
Pamela E. Batch, CPA

Certified Public Accountants  
& Business Consultants  
1150 S. Cedar Crest Blvd. Suite 201  
Allentown, PA 18103-7900

**ACCOUNTANTS' REPORT**

Board of Directors  
Glose Moving and Storage, Inc.  
Allentown, Pennsylvania

We have reviewed the accompanying balance sheets of Glose Moving and Storage, Inc. (an S Corporation) as of December 31, 2005 and 2004, and the related statements of income and retained earnings and cash flows for the years then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. All information included in these financial statements is the representation of the management of Glose Moving and Storage, Inc.

A review consists principally of inquiries of Company personnel and analytical procedures applied to financial data. It is substantially less in scope than an audit in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with generally accepted accounting principles.

*Schumacher Batch & Co., LLC*

Allentown, Pennsylvania  
February 23, 2006

**GLOSE MOVING AND STORAGE, INC.**

**BALANCE SHEETS**

	<b>December 31,</b>	
	<b><u>2005</u></b>	<b><u>2004</u></b>
<b><u>ASSETS</u></b>		
<b>CURRENT ASSETS</b>		
Cash	\$ 298,165	\$ 278,933
Accounts Receivable (less allowance for doubtful accounts: 2005-\$11,000; 2004-\$11,000)	366,812	382,534
Accounts Receivable-Allied Van Lines, Inc.- Note B	127,379	83,704
Prepaid Expenses and Deposits	87,298	84,909
Notes Receivable	14,288	3,050
	-----	-----
<b>TOTAL CURRENT ASSETS</b>	<b>893,942</b>	<b>833,130</b>
<b>EQUIPMENT - Notes B and C</b>		
Transportation Equipment	50,248	50,248
Revenue Equipment	1,211,061	1,172,674
Warehouse and Garage Equipment	280,595	248,690
Furniture and Office Equipment	205,390	191,259
Leaschold Improvements	65,835	58,801
	-----	-----
	1,813,129	1,721,672
Less Accumulated Depreciation	1,272,667	1,193,003
	-----	-----
	540,462	528,669
<b>OTHER ASSETS</b>		
Incorporation Costs	300	300
Common Carrier Rights	35,526	35,526
	-----	-----
	35,826	35,826
	-----	-----
<b>TOTAL ASSETS</b>	<b><u>\$1,470,230</u></b>	<b><u>\$1,397,625</u></b>

December 31,  
2005            2004

**LIABILITIES AND STOCKHOLDER'S EQUITY**

**CURRENT LIABILITIES**

Accounts Payable	\$ 70,039	\$ 75,855
Accrued Payroll and Related Taxes	60,993	44,373
Accrued Expenses and Amounts Withheld	46,130	55,255
Current Portion of Long-Term Debt - Note C	91,096	99,873

<b>TOTAL CURRENT LIABILITIES</b>	268,258	275,356
----------------------------------	---------	---------

**LONG-TERM LIABILITIES**

Long-Term Debt, less current portion - Note C	95,614	100,607
---	--------	---------

**STOCKHOLDER'S EQUITY**

Common Stock (Authorized 2,000 shares; Par Value \$10; Outstanding 100 Shares)	1,000	1,000
Additional Paid-In Capital	1,900	1,900
Retained Earnings	1,103,458	1,018,762
	1,106,358	1,021,662

<b>TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY</b>	\$1,470,230	\$1,397,625
---	-------------	-------------

See accountants' report and notes to financial statements.

**GLOSE MOVING AND STORAGE, INC.**

**STATEMENTS OF INCOME AND RETAINED EARNINGS**

	<b>Year Ended December 31</b>	
	<b><u>2005</u></b>	<b><u>2004</u></b>
<b>REVENUE</b>		
Transportation and Handling	\$5,628,962	\$4,769,668
Commission	451,710	423,492
Storage	577,767	542,342
Insurance	182,436	173,413
Net (Loss) on Disposition of Assets	(1,019)	0
Miscellaneous	50,240	35,094
	-----	-----
<b>TOTAL REVENUE</b>	<b>6,890,096</b>	<b>5,944,009</b>
Operating Expenses	6,514,367	5,732,028
Depreciation Expense - Note B	149,216	139,302
Interest Expense	11,567	10,174
	-----	-----
	<b>6,675,150</b>	<b>5,881,504</b>
	-----	-----
<b>NET INCOME</b>	<b>214,946</b>	<b>62,505</b>
Retained Earnings at Beginning of Year	1,018,762	1,088,636
Shareholder Distribution - Note J	(130,250)	(132,379)
	-----	-----
<b>RETAINED EARNINGS AT END OF YEAR</b>	<b><u>\$1,103,458</u></b>	<b><u>\$1,018,762</u></b>

See accountants' report and notes to financial statements.

**GLOSE MOVING AND STORAGE, INC.**

**STATEMENTS OF CASH FLOWS**

	<b>Year Ended December 31</b>	
	<b><u>2005</u></b>	<b><u>2004</u></b>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Net Income	\$214,946	\$ 62,505
Adjustments:		
Depreciation	149,216	139,302
Loss on Sale/Removal of Assets	1,019	1,948
	-----	-----
<b>TOTAL</b>	<b>365,181</b>	<b>203,755</b>
Changes in Assets and Liabilities:		
(Increase) in Accounts Receivable	(27,953)	(171,979)
(Increase) Decrease in Prepayments	(2,389)	30,837
(Increase) in Notes Receivable	(11,238)	(691)
Increase (Decrease) in Accounts Payable, Accrued Liabilities, and Line of Credit	1,679	(51,157)
	-----	-----
Net Cash Provided by Operating Activities	325,280	10,765
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchases of Equipment	(162,279)	(129,401)
Sales Proceeds	250	0
	-----	-----
	(162,029)	(129,401)
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Proceeds from Long-Term Debt	100,000	86,500
Repayments of Long-Term Debt	(113,769)	(98,619)
Shareholder Distribution	(130,250)	(132,379)
	-----	-----
Net Cash (Used In) Provided By Financing Activities	(144,019)	(144,498)
	-----	-----
<b>Net Increase (Decrease) in Cash and Cash Equivalents</b>	<b>19,232</b>	<b>(263,134)</b>
Cash and Cash Equivalents		
Beginning of Year	278,933	542,067
	-----	-----
<b>CASH AND CASH EQUIVALENTS</b>		
<b>- END OF YEAR</b>	<b><u><u>\$298,165</u></u></b>	<b><u><u>\$278,933</u></u></b>

See accountants' report and notes to financial statements.

**GLOSE MOVING AND STORAGE, INC.**

**NOTES TO FINANCIAL STATEMENTS**

**NOTE A - ORGANIZATION**

**Nature of Business**

The Company is a licensed agent for Allied Van Lines, Inc. and is regulated by the Pennsylvania Utilities Commission.

**NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Use of Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Cash and Cash Equivalents**

The Company classifies all investments, not restricted for purchases of noncurrent assets, purchased with original maturities of three months or less as cash and cash equivalents. Bank accounts with financial institutions are insured by the Federal Deposit Insurance Corporation up to \$100,000. At December 31, 2005 the Company had approximately \$198,165 in excess of FDIC limits.

**Accounts Receivable - Allied Van Lines, Inc.**

Amounts due from Allied Van Lines, Inc. represent trade receivables from customers which are billed and collected by Allied Van Lines, Inc. on behalf of the Company.

**Equipment**

Equipment is stated at cost less accumulated provisions for depreciation. Provision for depreciation is computed using the straight-line method for financial statement purposes and the accelerated cost recovery system method for tax purposes. The estimated useful lives assigned to the assets were as follows:

Leasehold Improvements	10 to 25 years
Vehicles	3 to 5 years
Equipment and Furnishings	5 to 10 years

**GLOSE MOVING AND STORAGE, INC.**

**NOTES TO FINANCIAL STATEMENTS - (Continued)**

**NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - (Continued)**

**Advertising**

The Company expenses advertising costs as incurred. Advertising expenses for the years ended December 31, 2005 and 2004 were \$154,869 and \$134,615, respectively.

**NOTE C - LONG-TERM DEBT**

Long-term debt consists of the following at December 31:

	<u>2005</u>	<u>2004</u>
Note payable to Wachovia Bank, secured by equipment. Payments are due in monthly amounts of \$1,937, plus interest at 7.25% to March, 2006.	\$ 5,812	\$ 29,062
Note payable to GMAC, secured by equipment. Payments are due in monthly amounts of \$593, including interest at 2.9% to September, 2006.	4,113	11,001
Note payable to Wachovia Bank, secured by equipment. Payments are due in monthly amounts of \$950, including interest at 5.25% to May, 2007.	15,450	25,731
Note payable to Wachovia Bank, secured by equipment. Payments are due in monthly amounts of \$1,506, including interest at 5.25%, to October, 2007.	31,412	47,347
Note payable to Wachovia Bank secured by equipment. Payments are due in monthly amounts of \$1,099, including interest at 5.50% to April, 2007.	16,939	28,882

**GLOSE MOVING AND STORAGE, INC.**

**NOTES TO FINANCIAL STATEMENTS - (Continued)**

**NOTE C - LONG-TERM DEBT - (Continued)**

	<u>2005</u>	<u>2004</u>
Note payable to Lafayette Ambassador Bank, secured by equipment. Payments are due in monthly amounts of \$1,541 plus interest at .50% above prime rate of 5.25%, to December, 2005.	\$ 0	\$ 18,486
Note payable to Wachovia Bank, secured by equipment. Payments are due in monthly amounts of \$1,254 including interest at 6.25% to May, 2008.	32,523	0
Note payable to Wachovia Bank, secured by equipment. Payments are due in monthly amounts of \$667 plus interest at 5.25% to July, 2007.	12,163	19,318
Note payable to Citizens Automobile Finance, Inc., secured by automobile. Payments are due in monthly amounts of \$582, including interest at 5.79% to March, 2008.	14,709	20,653
Note payable to Wachovia Bank, secured by equipment. Payments are due in monthly amounts of \$1,409, including interest at 6.75%, to June, 2009.	53,589	0
	-----	-----
	186,710	200,480
Less Current Portion	91,096	99,873
	-----	-----
	<u>\$ 95,614</u>	<u>\$100,607</u>

Long-term debt matures as follows: 2006 - \$91,096; 2007 - \$63,789; 2008 - \$22,296; 209 - \$9,529.



**GLOSE MOVING AND STORAGE, INC.**

**NOTES TO FINANCIAL STATEMENTS - (Continued)**

**NOTE D - INCOME TAXES**

Effective January 1, 1991, the Company changed its tax status to a Small Business Corporation (S Corporation); therefore, no provision for federal or state income taxes is required.

**NOTE E - COMMITMENTS**

The Company conducts its operations from separate facilities located in Pennsylvania and New Jersey. The following is a schedule of minimum rentals required under the leases as of December 31, 2005.

<u>Year</u>	<u>3 Year Operating Lease Expiring January 2007</u>	<u>3 Year Operating Lease Expiring November 2006</u>
2006	\$133,275	\$ 47,558
2007	11,106	

The Company entered into a retirement agreement with the former shareholder effective August 1, 1996, whereby the Company is committed to pay retirement benefits of \$1,069 monthly for 120 months with a final balloon payment of \$25,667.

**NOTE F - CORPORATE GUARANTEE**

Effective July 1, 1996, all the outstanding shares of the Company stock were acquired by Mr. Rick Christ, a current employee and officer of the Company. In connection with that transaction the Company has guaranteed a note between Mr. Rick Christ and the former owner of the company in the amount of \$278,345 and \$369,920 at December 31, 2005 and 2004, respectively.

**NOTE G - PENSION PLAN**

The Company sponsors a pension plan (401K) covering all of its employees who meet eligibility requirements. Costs amounted to \$31,846 in 2005 and \$31,033 in 2004.

**GLOSE MOVING AND STORAGE, INC.**

**NOTES TO FINANCIAL STATEMENTS - (Continued)**

**NOTE H - CASH FLOW INFORMATION**

Cash paid for interest and income taxes was as follows:

	<u>2005</u>	<u>2004</u>
Interest	\$11,567	\$10,132
Income Taxes	\$ 0	\$ 0

**NOTE I - SALARIES EXPENSE**

The operating expenses of the Company include \$-0- and \$35,000 of shareholder salary expense for the payment of 2005 and 2004 income tax due, respectively for the corporate net income reflected on the shareholder's personal income tax return.

**NOTE J - SHAREHOLDER DISTRIBUTIONS**

Distributions paid to the current shareholder represent amounts due to the former owner for the sale of stock. The shareholder distributions for 2004 include \$11,229 for the payment of 2003 income tax due for the corporate net income reflected on the shareholder's personal income tax return and the distributions for 2005 include \$9,098 for the payment of 2004 income tax.



SCHUMACHER BATCH & CO., LLC

David J. Schumacher, CPA  
Pamela E. Batch, CPA

Certified Public Accountants  
& Business Consultants  
1150 S. Cedar Crest Blvd. Suite 201  
Allentown, PA 18103-7900

**ACCOUNTANTS' REPORT ON SUPPLEMENTARY INFORMATION**

Board of Directors  
Glose Moving and Storage, Inc.  
Allentown, Pennsylvania

Our report on our reviews of the basic financial statements of Glose Moving and Storage, Inc. (an S Corporation) for 2005 and 2004 appears on page 2. Those reviews were made for the purpose of expressing limited assurance that there are no material modifications that should be made to the financial statements in order for them to be in conformity with generally accepted accounting principles. The information included in the accompanying Detail of Operating Expenses is presented only for supplementary analysis purposes. Such information has not been subjected to the inquiry and analytical procedures applied in the review of the basic financial statements, but was compiled from information that is the representation of management, without audit or review. Accordingly, we do not express an opinion or any other form of assurance on the supplementary information.

*Schumacher Batch & Co., LLC*

Allentown, Pennsylvania  
February 23, 2006

**GLOSE MOVING AND STORAGE, INC.**

**DETAIL OF OPERATING EXPENSES**

	Year Ended December 31	
	<u>2005</u>	<u>2004</u>
<b>OPERATING EXPENSES</b>		
Retirement-Nonqualified	\$ 12,833	\$ 12,833
Administrative and Management Salaries*	567,459	536,068
Sales Salaries and Commissions	614,109	521,659
Wages - Driver/Helper	695,696	674,830
Wages - Packing	59,108	60,486
Wages - Warehouse	155,013	160,137
Wages - Other	67,188	55,584
Fringe Benefits	143,643	132,885
Insurance Expense and Claims	208,012	242,929
Payroll Taxes	201,486	183,907
Packing Expense and Materials	497,636	396,424
Hauling Expense	1,434,424	1,094,841
Transportation and Vehicle Expenses	458,753	412,742
Office Expense	44,511	30,052
Supplies	5,169	12,061
Repairs and Maintenance-Building and Equipment	19,469	22,579
Telephone and Utilities	48,364	47,917
Equipment Rental	36,183	18,821
Advertising	154,869	134,615
Purchased Services	295,188	246,947
Travel Expenses-Driver/Helper	24,364	14,065
Travel, Entertainment and Sales Expense	125,528	114,041
Memberships, Dues, Meetings & Subscriptions	19,305	18,385
General Expense	42,678	47,660
Building Rent and Real Estate Taxes	473,572	447,077
Taxes and Licenses	16,301	16,544
Professional Fees	12,769	14,805
Bad Debt Expense	7,882	200
Billing Expense	19,214	25,503
Contributions	1,320	1,624
Credit Card Expense	52,321	33,807
	<u>\$6,514,367</u>	<u>\$5,732,028</u>

\*includes officer's salary for Subchapter S income tax of \$-0- and \$35,000 for 2005 and 2004, respectively.

See accountants' report on supplementary information.

Q. 12a

Statement of unpaid business debts of transferor  
and how they will be satisfied.

All debts of Transferor are current. If  
there are further debts they will be paid  
from the proceeds of this sale/transfer.

RECEIVED  
2006 JUL 12 AM 9:26  
PACIFIC  
SECRETARY'S BUREAU

## Safety and Health Policy Statement

Glose Moving & Storage, Inc. is committed to providing a safe and healthful work environment for its employees and clients; operating its facility operations in the safest manner possible consistent with the Company safety and health policies and procedures; protecting the public; and preserving the Glose Moving & Storage Inc. assets and property. In order to fulfill its commitment, management will comply with all standards that regulate safety and health in the workplace and also will implement and maintain the safest design and construction of all its operations. Your safety, as well as, the safety of co-workers and others, is of paramount importance. Therefore, it is the obligation of each and every O'Brien's employee to know and follow all safety procedures and practices; teach what we know to others; to recognize unsafe acts and situations; to warn others of unsafe conditions; to react to emergency situations and to report hazardous or unsafe conditions to those in a position to correct them.

Our safety and health policy is based on corporate safety values, which state:

- No job is so important, no service is so urgent, that we cannot take the time to perform our work safely.
- Safety and health can be managed
- Every injury/illness could and should have been prevented
- Safety & Health is everyone's responsibility

All supervisors/drivers shall implement and enforce company safety & health policies and procedures with the goal of eliminating injuries and losses through endorsement, enforcement and assignment of safety responsibilities.

The supervisors on each job shall be proactively involved with ensuring the safety and well being of the employees under his or her direction and shall be held responsible for overseeing the day-to-day activities in assigned work areas and for prompt reporting of any injury or illness. While walking through the work areas, supervisors shall routinely evaluate work area conditions and employee performance. It shall be the supervisor's responsibility, with the support and follow up by the management staff, to ensure that any unsafe conditions and acts are effectively eliminated or reported immediately.

The safety and health process must be an integral part of every move. This process is designed to encourage all employees to promote the safety & health of their fellow employees. All employees must use the prescribed safety equipment and are expected to know and follow the Glose Moving & Storage, Inc. safety & health policies and procedures. In order for our safety and health process to be successful, each employee must act conscientiously to try to identify and eliminate unsafe working conditions and practices. This type of safe and healthful work environment will be the result of joint cooperation and commitment of all employees in the observance of this policy.

---

Rick Christ  
President  
Glose Moving & Storage, Inc.

---

Date

12A.

Statement of Transferee's Experience

Ricky T Christ, President. B.S. Accounting. The Pennsylvania State University, 1981. Hired as the financial manager in July, 1988 when Richard Jordan purchased business from John A. O'Brien. Purchased business from Richard Jordan in July, 1996. At the time of purchase, Glose Moving & Storage had about \$4 Million in total annual sales. As of December 31, 2005, total annual sales was \$6.9 Million. I oversee sales, operations, and finances.

Commonwealth of Pennsylvania  
Department of State  
Corporation Bureau

3-1-67.21

236

ARTICLES  
OF  
INCORPORATION

In compliance with the requirements of the Business Corporation Law, approved the 3th day of May, A.D. 1933, P.L. 364, as amended, the undersigned, all of whom are of full age\* desiring that they may be incorporated as a business corporation, do hereby certify:

1. The name of the corporation is:

GLOSE MOVING & STORAGE, INC.

2. The location and post office address of its initial registered office in this Commonwealth is:

230 North Eighth Street, Allentown, Lehigh County, Pennsylvania

Number Street City County

3. The purpose or purposes of the corporation which shall be organized under this Act are as follows: (\*\*)

to engage in the moving and storage business and to have unlimited power to engage in and to do any lawful act concerning any or all lawful business for which corporation may be incorporated under this Act and that the corporation is incorporated under the provisions of the above act.

4. The term of its existence is: perpetual.

5. The aggregate number of shares which the corporation shall have authority to issue is: (\*\*\*)

\$20,000.00 which shall be divided into 2,000 shares of common stock with a par value of \$10.00 per share.

NO FILING FEE

(\*)One or more corporations or natural persons of full age may incorporate a business corporation under the provisions of this Act.  
(\*\*)It shall not be permissible or necessary to set forth any powers enumerated in Section 302 of the Act.  
(\*\*\*)There should be set forth the number and par value of all shares having par value; the number of shares without par value; and the stated capital applicable thereto. If the shares are to be divided into classes, a description of each class and a statement of the preferences, qualifications, limitations, restrictions, and the special or relative rights granted to, or imposed upon, the shares of each class.

FILING FEE — \$40.00

NOTE: Excise Tax at the rate of 1/5th of 1% (\$2.00 per \$1,000) will be due and payable at the time of filing of the Articles, computed by multiplying the number of authorized shares having par value by their par value, or if shares of no par stock are authorized, then on the stated capital applicable thereto as well.

ONLY A CLEARLY LEGIBLE ORIGINAL SHOULD BE SUBMITTED. SIGNATURES SHOULD BE IN BLACK INK.



6. The names and addresses of each of the first directors, who shall serve until the first annual meeting, are:

NAME	ADDRESS <small>(Including street and number, if any)</small>
Robert K. Boland	38 N. 6th Street, Reading, Pennsylvania
Joan K. Becker	1706 Parklomen Ave., Reading, Pennsylvania
Ruth R. Wells	1761 N. 3rd Street, Reading, Pennsylvania

7. The names and addresses of each of the incorporators and the number and class of shares subscribed by each are:

NAME	ADDRESS <small>(Including street and number, if any)</small>	NUMBER AND CLASS OF SHARES
Robert K. Boland	38 N. 6th St., Rdg., Pa.	500 common
Joan K. Becker	1706 Parklomen Ave., Rdg., Pa.	250 common
Ruth R. Wells	1761 N. 3rd St., Rdg., Pa.	250 common

IN TESTIMONY WHEREOF, the incorporators have signed and sealed these Articles of Incorporation this 13th day of July, 1967

\_\_\_\_\_  
 (SEAL) *Robert K. Boland* (SEAL)  
 (Robert K. Boland)

\_\_\_\_\_  
 (SEAL) *Joan K. Becker* (SEAL)  
 (Joan K. Becker)

\_\_\_\_\_  
 (SEAL) *Ruth R. Wells* (SEAL)  
 (Ruth R. Wells)

Approved and filed in the Department of State on the 13th day of July A. D. 1967.

*Roy Jones*

Secretary of the Commonwealth

*Roy J*

als

NOTE: The Articles must be accompanied with registry statement, executed in triplicate, in the form prescribed by Section 206-B of the Act — all of which should be signed by an incorporator, as such.

12B

**Minutes of Special Meeting**

A Special Meeting of the Board of Directors of Glose Moving and Storage, Inc. was held at the law office of Thomas F. Traud, Jr., Esquire at 1411 Hamilton Street, Allentown, Pennsylvania, on July 1, 1996, at 10:00 a.m. pursuant to the written consent of the sole shareholder which is appended below.

At that meeting David Burkholder resigned as Vice President.

Furthermore, it was approved that Rick T. Christ would be appointed to serve as President, Vice President and Treasurer.

There being no further business, the meeting was adjourned at 10:15 a.m.

Date: July 1, 1996

*Ricky T. Christ Secretary*  
Rick T. Christ, Secretary

NOTICE WAIVED:  
ACTION APPROVED:

*Ricky T. Christ* (SEAL)  
Rick T. Christ

Officers

RB

Ricky T. Christ

President  
Vice President  
Treasurer

2000 Shares of common stock @\$10.00 par value

A-00094076, FOLDER 1, Am-D GLOSE MOVING & STORAGE, INC. (7566 Morris Court, Suite 350, Allentown, Lehigh County, PA 18106), a corporation of the Commonwealth of Pennsylvania - household goods in use: the transportation of household goods in use, from points in the county of Chester, and within an airline distance of 50 statute miles of the limits thereof, to points in Pennsylvania; which is to be a transfer of all the rights authorized under the certificate issued at A-00116153, F. 1, Am-A to BDB & Sons Moving, Inc., t/a Crews 2 Use, subject to the same limitations and conditions. Attorney: William H. R. Casey, 99 East Court Street, Doylestown, PA 18901.

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

Published in Pennsylvania Bulletin August 12, 2006

BUREAU OF TRANSPORTATION AND SAFETY  
COMMON CARRIER  
July 06

A-00094076  
F. 1  
Am-D

Application of Glose Moving & Storage, Inc., a corporation of the Commonwealth of Pennsylvania, for the amendment to its common carrier certificate, which grants the right, to transport, by motor vehicle, household goods in use: SO AS TO PERMIT the transportation of household goods in use, from points in the county of Chester, and within an airline distance of 50 statute miles of the limits thereof, to points in Pennsylvania; which is to be a transfer of all the rights authorized under the certificate issued at A-00116153, F. 1, Am-A to BDB & Sons Moving, Inc., t/a Crews 2 Use, subject to the same limitations and conditions.

RJB/rb

7/31/06

Application received: 7/12/06

Application docketed: 7/31/06

SEP 05 2006

Protests due September 14, 2006