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MARK J. PACKEL

SUITE 1900
TWO PENN CENTER PLAZA
PHILADELPHIA, PA. 19102
(215) 568-7515

ALEXANDER B. ADELMAN
(1950-1984)

April 2, 1985

OF COUNSEL
SIDNEY CHAIT

RECEIVED

APR 5 1985

Jerry Rich, Secretary
Pennsylvania Public Utility Commission
P. O. Box 3265
Harrisburg, PA 17120

SECRETARY'S OFFICE
Public Utility Commission

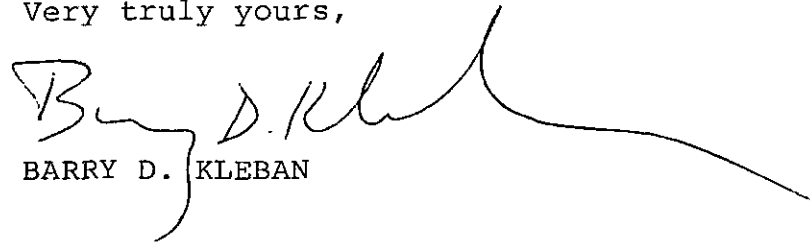
Re: Thomas X. Liebtag, t/d/b/a Lee's Moving and Storage

Dear Secretary Rich:

A.106172

Enclosed herewith please find the original and two copies of an Application for approval of the transfer of operating rights on behalf of Thomas X. Liebtag, t/d/b/a Lee's Moving and Storage. Also enclosed is the applicant's check in the amount of \$125.00 representing the filing fee.

Very truly yours,


BARRY D. KLEBAN

BDK/ai

Enclosure

cc: Mr. Thomas X. Liebtag (w/enc.)
Raymond A. Thistle, Jr., Esquire (w/enc.)

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APR 05 1985

Non-Rail Transportation
Public Utility Comm.

DOCUMENT
FOLDER

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SECRETARY'S OFFICE
Public Utility Commission

Form No. UCMT-38

SEE INSTRUCTIONS ON BACK
BEFORE PREPARING APPLICATION

New-Orleans Transportation
Public Utility Commission

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

In re: Application of THOMAS X. LIEBTAG, t/d/b/a Lee's Moving and Storage
Transferee
for approval of the transfer and the beginning of the exercise of the Application Docket
right as a common carrier, described at Docket No. A.94727 No. 106172 19
Contract—Common
Folder No. 1, issued to Richard S. Hasson, t/d/b/a
Juniata Moving & Storage Company Folder No.
for transportation of property
Persons—Property

TO THE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

The application of THOMAS X. LIEBTAG, t/d/b/a Lee's Moving and Storage
(Full and correct name of transferee)

respectfully represents.

1. That the business address of applicant is:
1558 Ferndale Avenue, Abington
(Street and number) Montgomery Pennsylvania
(County) (State)

2. That the name of applicant's attorney is:
Barry D. Kleban, Esquire, 1900 Two Penn Center Plaza, Phila, PA 19102
(Name) (Address)

3. That applicant is an individual
(Individual, partnership or corporation)

That applicant, if an individual or partnership, is doing business under the trade name of Lee's Moving and Storage

That said trade name has been registered with the Secretary of the Commonwealth on
(has or has not)
mailed March 21, 1985, and with the Prothonotary of _____ County on _____,
(Month and day) (County) (Month and day)

19_____, in accordance with the provisions of the Fictitious Names Act of June 28, 1917, as amended.
That applicant, if a partnership, attaches hereto, as an exhibit, a copy of the partnership agreement and as-
serts that the names and addresses of the partners are as follows.

Name City Address _____ County

~~CONFIDENTIAL~~
~~CONFIDENTIAL~~
CHECKED BY [Signature]

That applicant, if a corporation, was organized under the laws of the State of _____
and attaches hereto as an exhibit a statement of its charter purpose. Applicant (if a foreign corporation)
qualified to do business in Pennsylvania by registering in the office of the Secretary of the Commonwealth on
the _____ day of _____, 19_____.

4. That applicant designates Barry D. Kleban, Esquire, 1900 Two Penn Center Plaza
(Name) (Address)
as the person upon whom service of any notice, process or order of the Public Utility Commission be made for
him or it.

5. That applicant now holds the following certificates of public convenience or permits (include those issued by
Interstate Commerce Commission) N/A

6. That the applicant is 21 years of age or over yes
(Yes) (No)

7. That applicant desires to operate the following number of motor vehicles with a capacity of:

Passenger-carrying vehicles _____
Trucks DOCUMENT No. _____ Type of Body _____ Seating Capacity _____
Tractors FOLDER No. _____ Gross Weight _____
Semi-trailers _____ No. _____ Gross Weight _____
Four-wheel trailers _____ No. _____ Gross Weight _____

BEGINNING

DOCKETED
APPLICATION DOCKET
APR 9 1985
ENTRY No. [Signature]
Seating Capacity _____
Gross Weight _____
Gross Weight _____

8. That applicant is not now operating as a common or contract carrier, but is financially able to furnish adequate service to the public and submits the following statement of financial condition.

ASSETS AND LIABILITIES OF APPLICANT:

ASSETS

Value of Real Estate \$ 60,000.00
 Value of Personal Property \$ 35,000.00

LIABILITIES

Amount of Mortgages \$ 38,000.00
 Amount of Judgments \$ -0-
 Amount of Other Liabilities \$ 2,500.00

9. That applicant now operates as a N/A carrier, and submits herewith as Exhibits A and B a Balance Sheet (Statement of Assets and Liabilities) as of _____, 195____, and an Income Statement (Statement of Profit and Loss) for the twelve months ended _____, 195____ (See Instructions, Par. 3)
10. That neither applicant, its stockholders (if applicant is a corporation), nor its members (if applicant is a partnership) are in control of or affiliated with any other motor, rail, water, express or other carrier. (If applicant, its stockholders, or members are in control of or affiliated with any other carrier, explain fully below.)
no exception
11. That applicant proposes to render as a Common carrier by means of motor vehicles, the service authorized in the certificates or permits issued to Richard S. Hasson, as follows:
Transferor
 (See instructions, Paragraph 4.) See attached Exhibit 11.
12. That applicant proposes to begin furnishing service immediately upon receipt of the certificate of public convenience or permit evidencing the right to do so.
13. That there are attached hereto copies of bilateral contracts between applicant and shippers (if proposed service is that of a contract carrier).
14. That the total amount of consideration to be paid is \$ 23,000.00. That the consideration was determined as follows: the consideration was arrived at as the result of arms' length negotiations between the parties
 That the consideration will be paid as follows: (See attached Exhibit "C").
15. That schedules A and B, hereof, are statements of the equipment and other property to be transferred.
16. That the following exhibits are attached hereto and made a part hereof:
 Exhibit C, being a copy of the sales agreement.
 Exhibit D, being an itemized statement of the unpaid business debts of transferor and how they will be satisfied.
 Exhibit E, being a statement of the gross common carrier intra-state operating revenue of the transferor for each of the past three years.
17. That all General Assessments which have been made against Richard S. Hasson as a common carrier, and Thomas X. Liebtog as a common carrier pursuant to Section 1201 of the Public Utility Law, have been paid or remittance is made herewith to cover such General Assessments.
Transferor Transferee
18. That Thomas X. Liebtog hereby agrees to assume and pay any General Assessments that may be made, pursuant to Section 1201 of the Public Utility Law, against Richard S. Hasson as a common carrier for any and all operating periods up to the actual date of the approval of transfer of the certificate.
Transferee Transferor

SCHEDULE "A"

DESCRIPTION OF EACH PASSENGER VEHICLE, TRUCK, TRACTOR, TRAILER, SEMI-TRAILER, TAXICAB OR OTHER MOTOR VEHICLE TO BE TRANSFERRED FROM CERTIFICATE OR PERMIT HOLDER TO APPLICANT

Name of Manufacturer (1)	Year of Manufacture (2)	Description					Date Purchased (8)	Condition When Purchased (New or Used) (9)	Original Cost (10)	Cost of Additions, Betterments, and Improvements (11)	Total Cost (12)	Depreciation (13)	Total Cost Less Depreciation (14)	Estimated Present Value (15)	Encumbrance (16)
		Type of Body (3)	Engine Number (4)	Capacity (5)	Manufacturer's Number (6)	Miles Operated (7)									
Int.	1973	Alum. Furn Van		21,000 lbs.	10672CHA17352	81518	12/22/72	New Body	\$5640. \$3300.	3300.00	8940.	Total	\$8940 \$8940 0	\$7500.	None
Total columns 10 to 16 inclusive:															

State who is to assume encumbrance and how it will be satisfied

SCHEDULE "B"

DESCRIPTION OF EACH OTHER ITEM OF PROPERTY TO BE TRANSFERRED FROM CERTIFICATE OR PERMIT HOLDER TO APPLICANT

Description (A)	Date of Purchase, Installation or Construction (B)	Original Cost (C)	Depreciation (D)	Original Cost Less Depreciation (E)	Estimated Present Value (F)	Encumbrance (G)
Total columns C. to G inclusive						

State who is to assume encumbrance and how it will be satisfied

19. The transferor hereby agrees to continue to render the service as described in Paragraph 11 of this application until the application for transfer is approved, whereupon transferor will surrender said certificate or permit for cancellation.

WHEREFORE, Transferee and Transferor pray your Honorable Commission to issue a certificate of public convenience under the provisions of the Pennsylvania Public Utility Law, evidencing its approval of the right of the transferor to transfer and transferee to begin to exercise the right to operate motor vehicles for the transportation of persons or property as described in Paragraph 11 of this application.

Transferee sign here Thomas X. Liebtog
Signed and dated this 26th day of March 1985

Transferor sign here Richard J. Hasson
Signed and dated this 19th day of March 1985

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF PHILADELPHIA } ss:

Personally appeared before me, a notary pub. in and for said County and Commonwealth THOMAS X. LIEBTAG who being duly sworn according to law doth depose and say that the facts contained in the foregoing application are true and correct to the best of transferee's knowledge and belief, and that transferee is not now engaged in any intrastate transportation of persons or property for compensation in Pennsylvania (except as authorized by the certificates of public convenience or permits specified in Paragraph 5) and will not engage in the transportation for which approval is herein sought unless and until he shall have received authorization for such transportation.

Sworn to and subscribed before me this 26th day of March 1985
Carol Frances Dolan
(Signature of official authorized to administer oaths)

AFFIDAVIT OF TRANSFEROR

CAROL FRANCES DOLAN
Notary Public, Phila., Phila. Co.
My Commission Expires July 30, 1988

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF _____ } ss:

Personally appeared before me, a notary public in and for said County and Commonwealth Richard S. Hasson who being duly sworn according to law doth depose and say that he is the holder of the certificates of public convenience or permits proposed to be transferred to Thomas X. Liebtog, that the facts as contained in the foregoing application are true and correct to the best of his knowledge and belief.

Sworn to and subscribed before me this 19th day of March 1985
Margaret R. Finkle
(Signature of official authorized to administer oaths)

INSTRUCTIONS TO BE FOLLOWED IN PREPARING APPLICATION
No Application Will Be Accepted From a Minor

1. A separate application must be filed for each type of service, such as common carrier of persons on schedule; contract carrier of persons; transportation of persons on call or demand; transportation of persons in group and party service; common carrier of property; contract carrier of property.
2. In Paragraph 5, state the number or numbers of any Public Service Commission, Pennsylvania Public Utility Commission, or Interstate Commerce Commission Certificate or Contract Carrier Permit now held by the applicant.
3. The balance sheet referred to in Paragraph 9 should be as of the latest date available and the Income Statement should be for the twelve months ending with the date of the balance sheet.
4. In Paragraph 11, describe service as authorized under the certificates or permits to be transferred, which the applicant proposes to render. If any part of the service is to be omitted, give reasons for such omission.
5. It is not required that applicant be represented by an attorney, unless applicant is a corporation.
6. The original application signed at the place designated, duly verified by affidavit and two copies of same must be filed at the office of the Pennsylvania Public Utility Commission at Harrisburg, Pennsylvania. A filing fee of Ten Dollars (\$10.00) is required.
7. If fee is paid by check or post office money order, make same payable to State Treasurer. Checks must be certified.
8. If space provided in form is not sufficient, prepare on separate sheet, attach it to application and give it the same number as question or statement to which it refers.
9. THIS APPLICATION FORM IS ONLY TO BE USED IN APPLYING FOR A TRANSFER OF RIGHTS UNDER EXISTING CERTIFICATES OR PERMITS. No application will be entertained for a transfer of rights which have been canceled or which for other reasons are obsolete.

EXHIBIT 11

Application of RICHARD S. HASSON, trading and
doing business as JUNIATA MOVING & STORAGE
COMPANY

REPORT AND ORDER
APPROVING TRUCKING SERVICE

BY THE COMMISSION:

This matter being before the Pennsylvania Public Utility Commission upon application of RICHARD S. HASSON, trading and doing business as JUNIATA MOVING & STORAGE COMPANY, dated June 16, 1968, to operate motor vehicles as a common carrier, and having been duly presented in accordance with the rules of the Commission, and full investigation of the matters and things involved having been had, and it appearing that the rights granted herein are in effect a transfer of the rights which have been held by LOUIS HASSON, trading and doing business as JUNIATA MOVING & STORAGE COMPANY, under report and order issued at A. 32670, Folder 2 on June 16, 1936, and the certificate of public convenience issued thereunder, as modified and amended, which certificate will be subsequently cancelled, as of the date of this order upon compliance with the tariff and insurance requirements of the Commission by RICHARD S. HASSON, trading and doing business as JUNIATA MOVING & STORAGE COMPANY, the Commission finds and determines that approval of the approval of the application limited to the following rights:

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

To transport, as a Class D carrier, household goods and office furnishings, new or used, and household goods and office furnishings, in use, from points in the city and county of Philadelphia to other points within an airline distance of twenty-five (25) statute miles of the Philadelphia City Hall, and vice versa;

and subject to the following conditions, is necessary or proper for the service, accommodation or convenience of the public:

FIRST: That the certificate holder is limited and restricted to the operation of the motor vehicles as named and described in the equipment certificate, to be subsequently issued.

SECOND: That the approval hereby given is not to be understood as committing the Commission, in any proceedings that may be brought before it for any purpose, to fix a valuation on the property and rights to be acquired by applicant from the present certificate holder equal to the consideration to be paid therefor, or equal to any value that may be placed thereon by applicant, or to approve or prescribe rates sufficient to yield a return thereon.

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ENTRY NO. 2

THIRD: That applicant shall not record in his utility accounts any amount representing the rights herein granted in excess of the actual cost of such rights to the original holder thereof.

FOURTH: That the applicant credit his proprietorship account with \$1,489.80, being the amount the net depreciated book value of the equipment exceeds the consideration payable; plus any amount recorded under condition "3" above;

FIFTH: That the certificate holder shall comply with all of the provisions of the Public Utility Law as now existing or as may hereafter be amended, and Revised General Order No. 29, effective July 1, 1939, or as may hereafter be revised, and any other rules and regulations as may hereafter be prescribed by the Commission. Failure to comply shall be sufficient cause to suspend, revoke or rescind the rights and privileges conferred by the certificate.

NOW, to wit, September 30, 1968, IT IS ORDERED: That upon compliance with the requirements of the Public Utility Law relating to insurance and the filing and acceptance of a tariff establishing just and reasonable rates, a certificate of public convenience issue evidencing the Commission's approval of the right to operate as above determined.

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

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

ATTEST:

George Bloom

Chairman

John R. ...
Secretary

EXHIBIT C

AGREEMENT OF SALE

AGREEMENT made this 10th day of MARCH, 1985, by and between RICHARD S. HASSON, individually and doing business as Juniata Moving and Storage Company (SELLER), and THOMAS X. LIEBTAG, an individual (BUYER).

WITNESSETH:

WHEREAS, SELLER is a motor common carrier engaged in intrastate operations under authority granted by the Pennsylvania Public Utility Commission ("PUC") at Docket No. A-94727 and in interstate operations under authority granted by the Interstate Commerce Commission ("ICC") at Docket No. MC-7542; and

WHEREAS, SELLER desires to sell, and BUYER desires to buy all of said authorities, as well as a certain truck, equipment and goodwill, as more particularly described herein.

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

1. SELLER agrees to sell to BUYER, and BUYER agrees to buy, the following assets:

- (a) SELLER's PUC Rights at A-94727, and any and all folders thereunder; and
- (b) SELLER's ICC Rights at MC-7542, and any and all subs thereunder; and
- (c) SELLER's 1973 International Truck, and any and all related equipment including, but not limited to, all of SELLER's dollies, pads, straps and walk boards.

2. This Agreement shall be subject to the prior approval and authoriza-

tion by the PUC and ICC. As promptly as possible after the execution of this Agreement, and not later than 30 days after the signing hereof, the BUYER shall file with the PUC and ICC appropriate applications for approval of the proposed transaction. SELLER shall cooperate in all matters relating to the completion, filing and active prosecution of the said applications. The required filing fees and legal costs relating to the applications shall be paid by BUYER, except, however, that each party shall pay any fees which may be rendered by his own attorney and/or accountant in connection with assembling the information necessary for the applications and the preparation and negotiation of this Agreement of Sale.

3. The purchase price for the aforesaid assets, together with goodwill, shall be the sum of \$23,000.00, apportioned as follows:

- (a) PUC Rights - \$6,500.00
- (b) ICC Rights - \$1,000.00
- (c) Truck and equipment - \$7,500.00
- (d) Goodwill, as hereinafter defined - \$8,000.00

4. The purchase price shall be paid as follows:

A. \$5,500.00 deposit contemporaneously with the execution hereof, to be held in escrow in a statement savings account by Motor Carriers Service Bureau, Inc., escrow agent. Any interest accruing from said deposit shall be retained by the escrow agent as its fee for services rendered as escrow agent.

B. At settlement as hereinafter provided, the balance of \$17,500.00 in cash or certified check.

5. In the event of a denial, as defined hereinafter, of approval of this transaction, by either the PUC or ICC or both, for any reason except a

default in the terms of this Agreement, the parties shall be relieved of their respective obligations hereunder, the \$5,500.00 deposit shall be returned by the escrow agent to BUYER, and neither party shall have any claim against the other.

6. "Approval" as used herein shall mean approval of the transaction by both the PUC and ICC in accordance with all of the terms of the applications as submitted by the parties to the PUC and ICC. "Denial" as used herein shall mean either outright denial of approval of the transaction by either or both Commissions, or approval of the transaction by either or both Commissions, with, however, a modification or restriction which alters or restricts the operating authorities proposed to be transferred to BUYER. An approval of the transaction by either or both Commissions with a modification or restriction which does not substantially alter or restrict any of the operating rights involved herein, shall be deemed an approval as defined hereinabove. Conditions imposed by the Commission which relate to (1) fixing of the value of the authority on the books of Transferee, (2) approval not creating more than one operating authority, and (3) prohibition of sale of stock of transferee corporation without prior approval of the Commission shall not be deemed as a restriction or modification of operating authority.

7. If, by an order, either the PUC, ICC or both Commissions deny either or both of the applications herein, or approve either or both of them with a modification or restriction amounting to a denial as defined in Paragraph 6 hereinabove, the parties, or either of them, may appeal said order to the highest administrative level. The party choosing to take such an appeal shall pay the costs thereof, and the other party shall cooperate therein. There shall be no obligation, however, on the part of a party to appeal beyond the PUC or ICC to a court, and such appeal may be prosecuted only with the consent of both parties.

8. The parties acknowledge that \$8,000.00 of the purchase price is apportioned to "goodwill". That term, as used herein, includes the following obligations of the SELLER, which obligations shall survive settlement hereunder:

- (a) For a period of one year following settlement hereunder, SELLER shall refer all inquiries and/or requests for service to BUYER immediately upon receipt of such inquiries and/or requests for service, and shall further advise all persons making such inquiries or requests for service that BUYER is now operating the areas previously served by SELLER;
- (b) At settlement hereunder, or within ten days thereof, SELLER shall provide BUYER with a list of customers served by SELLER within the three year period immediately preceding settlement hereunder. Such list shall include the name and address of each such customer. In lieu of the list referred to herein, SELLER may, at settlement or within ten days thereof, provide BUYER with copies of all of SELLER's customer invoices for moving and storage, or equivalent documents, for the said three year period;
- (c) If so requested by BUYER within 60 days following settlement hereunder, SELLER shall cooperate with BUYER in order to transfer SELLER's business phone number to BUYER, at BUYER's sole expense;
- (d) SELLER agrees that he will discontinue using the name "Juniata Moving and Storage" immediately after settlement hereunder, for any purpose. SELLER further agrees that he will not permit anyone other than BUYER, within a period of two years following settlement hereunder, to use the said name. SELLER further agrees to permit

BUYER, should BUYER so request, to use the said name, and to cooperate with BUYER in obtaining the necessary authority from the Commonwealth of Pennsylvania to do so, but at BUYER's expense. BUYER may not use said name until SELLER has withdrawn his name from the fictitious name registration certificate on file with the Commonwealth of Pennsylvania.

9. A. SELLER warrants there are no proceedings pending which might adversely affect the assets proposed to be transferred herein; and that there are no liens or encumbrances of any kind or description against the said assets, and none shall be created hereafter in order that such assets may be transferred free and clear of any liens or encumbrances. This warranty shall survive settlement hereunder.

B. SELLER warrants he is in compliance with the requirements of the PUC and ICC, and such compliance will be maintained until settlement hereunder. This shall include SELLER's filing, when due, of any and all annual, assessment and/or other reports required to be filed by SELLER with both Commissions, as well as the maintenance in full force and effect of all required insurance, and the filing of evidence of same with both Commissions.

C. SELLER warrants that all of his business debts are current, and SELLER shall continue to pay all of his debts when they become due, and shall indemnify and hold harmless BUYER against any and all claims made against BUYER on account of the obligations of SELLER, whether or not such claims have merit. This warranty shall survive settlement hereunder.

D. SELLER warrants that he shall continue to operate his business, in the same manner as if this Agreement had not been signed, and to continue to

render all services requested by the public in accordance with SELLER's PUC and ICC rights, until settlement hereunder.

E. SELLER warrants that he shall continue to maintain the Truck and equipment in good working order, to perform all routine maintenance and necessary repairs on said Truck, to have any and all required State Inspections performed when required by law, and complete any and all repairs to be made in order to pass said inspections, and that he shall deliver the Truck, and transfer title to the Truck, to BUYER at settlement, free and clear of all liens and encumbrances. The Truck shall be in the same condition at settlement, less only normal wear and tear, as it is in as of the date of this Agreement. BUYER shall have the right to inspect the Truck at any time within five days prior to settlement hereunder. In the event that BUYER is not satisfied with the condition of the Truck, the value assigned to the Truck and equipment shall be deducted from the purchase price.

In the event of a breach by SELLER of any or all of the foregoing warranties, BUYER may, at his option, declare this Agreement null and void, in which event the parties shall be relieved of their respective obligations hereunder, the \$5,500.00 deposit shall be returned by the escrow agent to BUYER and neither party shall have any claim against the other or, BUYER may proceed with settlement hereunder and hold SELLER responsible for the damages occasioned by SELLER's breach.

In the event of a breach by BUYER of any or all of his obligations hereunder, BUYER shall forfeit the escrow deposit of \$5,500.00 and the escrow agent shall pay over to SELLER said escrow funds, and the parties shall have no further obligations hereunder, and neither party shall have any claim against the other.

10. Settlement shall be held at the law offices of Adelman Lavine Krasny Gold and Levin, 1900 Two Penn Center Plaza, Philadelphia, PA 19102 on a date and time mutually agreeable to the parties but not later than 20 days after the effective date of the latter of the Final Order of the PUC or ICC approving and authorizing the proposed transaction. "Final Order", as used herein, is an Order which is not subject to petition for reconsideration or other form of administrative review, and which, by its terms or otherwise, shall have become final and effective under law, and is appealable only to a Court.

11. All notices respecting this matter shall be addressed to BUYER, c/o Barry D. Kleban, Esquire, 1900 Two Penn Center Plaza, Philadelphia, PA 19102, and to SELLER, c/o Raymond A. Thistle, Jr., Esquire 5 Cottman Court, 426 Cottman Street, Jenkintown, PA 19046.

12. This Agreement is binding upon the parties hereto, and SELLER's heirs, successors and assigns, but not BUYER's heirs. If BUYER dies before settlement, this Agreement shall be null and void and all monies held in escrow shall be returned to BUYER's estate.

13. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania applicable to contracts executed and wholly-performed within such Commonwealth.

14. This Agreement contains the entire agreement between the parties concerning the subject hereof and may not be amended, supplemented or discharged, and no provisions hereof or thereof may be modified or waived, except expressly by an instrument in writing signed by the party thereby affected.

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

RICHARD S. HASSON, individually and trading as
Juniata Moving and Storage Company, (SELLER)

Raymond A. Marshall
(WITNESS)

Richard S. Hasson (SEAL)

THOMAS X. LIEBTAG (BUYER)

Ben D. Kuhl
(WITNESS)

Thomas Liebtag (SEAL)

Motor Carriers Service Bureau, Inc. hereby acknowledges receipt of the \$5,500.00 escrow deposit referred to in Paragraph 4A. above.

MOTOR CARRIERS SERVICE BUREAU, INC.

By: Kenneth D. Sataloff
KENNETH D. SATALOFF
Executive Vice President

EXHIBIT D

The only unpaid business debts of transferor are current items which will be paid as they arise.

EXHIBIT E

GROSS COMMON CARRIER INTRASTATE
REVENUES OF TRANSFEROR

1984 - \$17,650.00

1983 - \$17,720.00

1982 - \$14,940.00