

litemovers.com

687 West Lancaster Avenue

Wayne, PA 19087

p 877 • 798 • 8989

f 610 • 254 • 9190

Dear Members of the Pennsylvania Utility Commission:

Litemovers.com, LLC ("Applicant") is enclosing for your review and approval its complete Application for Approval for Transfer & Exercise of Common Carrier or Contract Rights. Enclosed herewith is one (1) original and two (2) copies of such application, with exhibits. Also enclosed is a check in the amount of \$350.00 made payable to Commonwealth of Pennsylvania for the filing fee. As required, the application includes a Statement of Financial Condition and a copy of the executed Asset Purchase Agreement that relates to the transfer of the license rights that are the subject of the application. Please note that the delay in submitting this application and supporting materials is due to the need to resolve certain post-closing matters and finalize related business transition issues that arose subsequent to the closing of such purchase.

Please contact me at 610-755-5535 with respect to any questions or concerns regarding this submission.

Thank you for your attention to this matter.

Regards,



Ed Bogusz

litemovers.com, LLC

610-755-5535

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of litemovers.com LLC
(Applicant/Transferee-Buyer)

for the approval of the transfer and to exercise the right

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

No. A0113228, Folder No. 2, issued to

Goggin Moving Inc
(Transferor - Seller)

for transportation of household goods
(persons - household goods)

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

1. litemovers.com LLC
(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.)

3. ^(Date) 687 West Lancaster Avenue _____
(Business Street Address) (P. O. Box, If Any)

Wayne Chester PA 19087 610 755 5535
(City) (County) (State) (Zip) (Telephone)

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

Christopher Lam 133 E Main St Moorestown NJ 08057 (215) 9134944
(Name) (Address) (Telephone)

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

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

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(Transferor + Seller)

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(persons - household goods)

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1. litemovers.com LLC
(Full and Correct Name of Applicant/Transferee)

2. litemovers.com
(Trade Name, If Any)

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

on _____ (attach copy of stamped registration form.)
(Date)

3. 687 West Lancaster Avenue
(Business Street Address) (P. O. Box, If Any)

Wayne Chester PA 19087 6107555535
(City) (County) (State) (Zip) (Telephone)

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

John Custer 75th Alhans Cir Newtown Square PA 19073 6103537222
(Name) (Address) (Telephone)

5. Any documents should be mailed to:

Transferee: lifemovers.com 687 W Lancaster Ave Wayne PA 19087
(Name) (Address)

Transferor: FRANK BOGOW 2115 BELVEDERE AVE
(Name) (Address) HARTFORD TOWN PA 19082

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

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

7. Applicant does not hold Interstate Commerce Commission authority 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).

Edward William Bogusz 270 Highland Ave Downingtown PA 19335
(Name) (Address)

Robert Garner Lail 616 Mill Creek Rd Gladwyne PA 19035

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 June 20th 2007 (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 of 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 Sale of assets

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: ~~Mark W. Brown~~ *Patrick Law* 11/21/14
(Each Partner Must Sign) (Date)

(Corporate Seal) _____

Transferor sign here: *Stitt J. M.* 5-1-2013

(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)

Garrett Goggin [Signature] 5-1-2013
(Print Name) (Signature) (Date)

(Print Name) (Signature) (Date)

(Print Name) (Signature) (Date)

TRANSFeree (BUYER)

Edward W Bogusz [Signature] 11/21/14
(Print Name) (Signature) (Date)

Robert G Lall [Signature] 11/21/14
(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.

VERIFIED STATEMENT OF APPLICANT

THE FOLLOWING INFORMATION IS REQUIRED BY THE COMMISSION TO DETERMINE THE APPLICANT'S FITNESS TO OPERATE. STATEMENTS SHOULD BE TYPED OR PRINTED. ILLEGIBLE STATEMENTS WILL DELAY YOUR APPLICATION.

lite movers.com LLC

Legal Name of Applicant

Trade Name, if any

687 W Lancaster Ave Wayne PA 19087

Street Address (principal place of business)

City or Municipality

State

Zip Code

The Verified Statement of the Applicant is more or less a business plan, or your proposal for providing the transportation service for which you are making application. Prior to deciding to make application for operating authority from the Public Utility Commission, you likely gave much consideration to the manner in which you would operate the business in order that you could provide satisfactory service to your customers and so that you could make a reasonable profit. As part of the application process, you must provide the Commission with your proposal to provide the transportation service.

At minimum, the Verified Statement of the Applicant should include a discussion of the numbered items listed below and on the following pages. You are encouraged to provide as much information as possible about the particular subject as is necessary to fully explain your plan. If you fail to provide sufficient information about the subjects listed below, it may cause the review of your application to be delayed until you provide the necessary information. If you need more space to provide your explanation, please attach additional pages that list the appropriate item by number.

1. Identify the person making the Verified Statement on behalf of the applicant. If the applicant is a sole proprietor making the statement, this will be the same information as provided above. If an employee/officer of applicant is making the statement, give name, title, business address and telephone number, and indicate that the applicant's directors/owners/partners/etc. have authorized the witness to speak for the business.

See attached

2. List the applicant's affiliation (owner, manager, controls) with any other carrier, with the description of affiliation.

None

3. Describe your business experience, particularly any experience relating to the operation of a transportation service. You may also include an explanation of education or training that you believe may be relevant.

See Attached

4. Describe your facilities, record maintenance plan and your communication network. Please include a description of your physical location, to include the office area, office machines that will be utilized, and the facility to house

See Attached

PAGE 7 APPLICATION FOR TRANSFER OF AUTHORITY

1. Edward William Bogusz, Partner/Co-Owner
687 West Lancaster Avenue, Wayne PA 19087 Business Phone: 610-755-5535
Cell: 610-574-1463

Robert G Lail, Partner/Co-Owner
687 West Lancaster Avenue, Wayne PA 19087 Business Phone: 610-755-5535
Cell: 610-220-9832

3. Between Rob and myself we have run several businesses, worked in the moving industry, as an independent driver, real estate, customer service and marketing. litemovers.com has been providing moving labor and packing service since 2007 via our website, Movinghelp.com, and Movingstaffers.com

- 4 We have an office in Wayne and a Storage Facility and Vehicle Parking in Frazer PA. We have office space in both locations with access to a Company phones, Computers, Scanner, Copier, Fax and Printer. We use these devices to facilitate communication with our customers, and employees.

We use emoversoftware.com CRM product to manage, communicate, dispatch and schedule customers, storage and employees electronically. We also use Nextraq to Dispatch, communicate, and track our drivers/trucks via GPS and cellular networks.

All files pertaining to employees, customers, storage, vehicle maintenance are kept in steel file cabinets in locked office. There are also scanned and stored electronically.

The phone is a multi line business class IP phone setup which gives us the ability to forward/transfer calls to men in the field and keep multiple voicemail boxes.

Our vehicles are stored in a gated lot located at 33 North Bacton Hill Road in Frazer PA 19355.

Our storage warehouse (less than 10,000 square feet) is located at 77 North Bacton Hill Road Frazer PA 19355. At the warehouse we will store inventoried and documented items in industry standard moving vaults, sofa racks, and sealed with plastic on pallets. The warehouse has security, fire detection, cameras, dead-bolts, and emergency fire door. Vaults are serviced with a forklift by a certified driver. The warehouse has a loading dock and 3 pull up doors. Office hours are 9-5 but we will forward calls after hours and service customers at whatever time that it is necessary facilitate a move.

vehicles. Household goods in use carriers should include a description of their storage facilities, if applicable. Please include an explanation of your plan to maintain records required by the PUC, as well as normal business records. In regard to your communication network, please explain how you will receive customer requests for transportation, how you will dispatch the vehicles to fulfill the request, and how you will maintain continuous communication with your drivers. Finally, please state your intended business hours.

See previous Attached

5. Please state the number of employees you intend to use, along with a description of their duties. Please explain why that number of employees is appropriate to provide reasonable and efficient service to the geographical territory you will be serving. (Do not address drivers in your explanation about this item; drivers are addressed separately in item # 6).

See Attached pg 1

6. Please state the number of drivers you intend to use or hire in your business and explain why that number of drivers is appropriate for the size of the geographical territory you will be serving. In addition, please explain:
- Your hiring standards for drivers;
 - Your system to ensure prospective drivers will be subject to a criminal background check;
 - Your driver training program;
 - Your system for ensuring that your drivers are properly licensed at all times;
 - Your system to ensure that all drivers will be subject to a criminal background check every two years;
 - Your policies regarding alcohol and drug use by your drivers.

See Attached pg 1 + 2

PAGE 8 APPLICATION FOR TRANSFER OF AUTHORITY

5 Rob and Ed, the principles will handle the phones, sales, dispatching, resolutions of claims should they arise. In total we intend to use a total of 15 employees, 2 executives, 1 secretary, 5-6 drivers and 5-6 driver-helpers/movers

1)Secretary part time for filing paperwork, auditing records, follow up calls and move confirmation calls.

6) Drivers

8) Driver's helpers for packing, moving, and warehouse labor. Our primary focus will be on smaller moves which require smaller labor teams and a larger focus on customer service. We also ask that all prospective employees pass a drug test and criminal background check, provide references and a resume. We respect the fact that people are uneasy about having strangers in their home so we want to make sure our customers know we have done the homework on our employees and that they are knowledgeable, and sensitive to the needs of our customers.

6 A. We only hire gentle men/women. We require all employees to be clean cut and uniformed. We use standard driver files from JJ Keller to document job applicants and insure that we are meeting standards of compliance. We complete background checks, criminal and MVR. We follow federal guidelines for driver standards as found in Search FMCSA Regulations - 49 CFR § 391.

B. We background check and drug-test all drivers before their first face to face interview.

Drug tests are performed at Worknet and we use Verifirst for background checks and MVR/DOT records.

C. We require our drivers to read and sign the Federal Motor Carrier Safety Regulations Book. We road test experienced drivers and train them in the expected conduct regulations, and requirements above and beyond our legal obligation. We employ random drug/alcohol screenings to all our employees. All drivers are taken out on road tests where they are required to show the following skill set:

Pre and Post trip inspection

Placing Commercial motor vehicle in operation

Use of controls and emergency equipment

Operating the vehicle in traffic; maintaining a safe consistent speed passing, signalling, keeping safe distance.

Turning vehicles on roadways and in situations that require tight maneuvering

Braking and slowing vehicle by other means such as downshifting

Backing and parking of a large commercial vehicle

Maintaining a log

D. We use emoversoftware.com to track and alert driver's license expirations, screenings, and training.

E. We also use the software to track and alert dates of Background every two years and MVR reports every one year.

F. We forbid the use of drugs and alcohol in the workplace. Robert and Ed will be attending a drug and alcohol safety and awareness class. Drivers will be trained in the use of GPS, dispatching and communications tools provided on every truck. We intend to have 5-6 drivers for our 5 vehicles. Edward also retains a skill set to drive and act as foremen if we have a call out. Our drivers are also our foremen and are responsible for logs, job paperwork, daily/trip inspections, as well as reporting any items of note that require action from a higher authority such as misconduct, vehicle repair authorization or permission to order tools/materials.

PAGE 9 APPLICATION FOR TRANSFER OF AUTHORITY

7. We plan to have six vehicles in operation to provide a professional level of service. Two 26 foot straight trucks for large household moves, three 16 foot straight trucks for apartment moves and as companion for overflow on any large household moves, one pick up truck to be used as a vehicle for transporting salespeople/estimators or any additional labor to a job site. Operating a fleet of this size will allow us to meet the needs of many different sized moves and provide us the ability to generate an income stream which will allow us to continue to invest back into the business, to maintain, replace or add additional units as demand warrants.

8A. Vehicles are serviced and maintained by Penske Leasing or Santoni's Garage in Colleeville. Combined with their recommendations along with those of the vehicle manufacturers we plan to keep up with the set intervals whether they be based on mileage or time. We use Nextraq which has an internet based alert system based on calendar and gps tracking in the trucks to let us know when we have reached such intervals.

8B. We will use the Nextraq alert system to keep track of state vehicle inspections (annual/biannual) and registrations. In addition paper pre and post trip inspection reports to document and communicate any problems drivers encounter between set intervals.

8C. N/A

8D. N/A

8E. N/A

8F. We keep paper and electronic records on each vehicle's maintenance, safety history, and trip inspection reports. Vehicles will be clearly marked with company name, authority, contact information, and vehicle ID #.

7. Please state the number of vehicles you plan to use in your business and why that number is appropriate to provide reasonable and efficient service to the geographical territory you will be serving. If you have already obtained vehicles for your business, please list them in the chart below. Taxicabs and limousines may not be used if the vehicle's age is greater than eight model years.

See previous Attachment Page 2

<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>SEATING CAPACITY</u>	<u>VEHICLE ID #</u>
1999	Freightliner	FL70	3	1FVGHFAC2XH35768
2005	International	CF550	3	3HATEAVH4G1222090
06	International	4300	3	1HTMMAAM85H689049
08	Chevy	Express 3500	2	1GBJG31K281140210
12	ISUZU	NP3	3	JALC4W168C7000149
07	GMC	Sierra	3	1GTEC14C472541890

8. Describe your vehicle safety program. Please include the following in your explanation:
- Your periodic vehicle maintenance plan;
 - Your system for ensuring your vehicles will continuously comply with Pennsylvania's equipment standards (67 Pa. Code, Chapter 175) that are applicable to the type of vehicles used in your business;
 - Your system for ensuring your vehicles will maintain compliance with the PUC's requirements for passenger service at 52 Pa. Code, Section 29.403 (applicable to passenger applicants only);
 - Your system for replacing vehicles once they are greater than eight model years in age in compliance with 52 Pa. Code, Section 29.314(d) (applicable to taxicabs) or 52 Pa. Code, Section 29.333(e) (applicable to limousines);
 - Your system for ensuring the filing of an annual vehicle list (taxicabs and limousines);
 - Your system for ensuring your vehicles will comply with the requirements of 49 CFR Parts 393 and 396, as adopted by the PUC at 52 Pa. Code, Chapter 37 (applicable to HHG applicants).

See Previous Attachment Page 2

9. Please explain what steps you have taken to determine if you can obtain and pay the premiums to maintain insurance coverage for the proposed number of vehicles for your business.

See attachment

10. Please describe your customer service standards. Within your description, please explain:
- Your plan to inform customers of the procedures for filing complaints with the PUC;
 - Your intended customer complaint resolution procedure.

See Attachment

11. Criminal Record. Have you, any members (if LLC or LLP), shareholders, or officers (corporations) been convicted of a misdemeanor or felony for which you remain subject to supervision by a court or correctional institution?

YES NO

9 We have had our plan reviewed by several accountants as well as the records for Goggin Moving and Storage. The experts stated that storage income as well as existing business can support the necessary overhead to operate professionally.

10 All customers will receive Information for Shippers document 3 times. Once in email, once at the estimate, and once on move day. We use all required estimate and bill of lading paperwork from Milburn Printing and make our customers aware of the PUC website for consumers. We want our Customers to be aware of their right to an inventory, and the limitations of standard valuation coverage.

We understand that in the moving business you only get one shot at having a good reputation and with the existing stigma associated with the moving industry we have to have an strong customer service and communication skills.

We will accomplish this by:

- Corresponding with customers in writing whenever possible

- Calling customers before their estimate, premove, and post move


- Leave customers with a postcard for a review and testimonial of service

Any damage that occurs will be documented in writing and with a photograph. If the damage is to an item and the customer has purchased full coverage, an inspection by Ed and/or Rob is made and an appointment with an adjuster is setup if deemed necessary. Without happy customers and word of mouth our business cannot grow. We also understand that properly handling a situation when something goes wrong can be far more important than your conduct when everything goes as planned. Our goal is to resolve all disputes in a timely professional manner, subject to guidelines set forth for standard coverage and informed guidelines for full valuation coverage.

12. Financial Data. In addition to demonstrating your technical fitness, you must also demonstrate that you possess the financial fitness to provide the proposed transportation service. Therefore you must complete both parts of the "Statement of Financial Position", which follows this page. The first part is the Balance Sheet. You need only provide the applicable information. The second part of the Statement of Financial Position is the Projected Income Statement. The projection is your estimation of expected revenues and specific expenses for one year. You should use the projected information, along with the financial data reported on your balance sheet to help you determine if the proposed business can be feasible. Please feel free to also provide clarification information with your "Statement of Financial Position", which explains why you believe you have sufficient funds to ensure your transportation business can provide reliable service to the public in a safe manner.

Verification of Statement

The undersigned deposes and says that he/she is authorized to and does make this verification and that the facts set forth therein are true and correct to the best of his/her knowledge, information, and belief. The undersigned understands that false statements herein are made subject to penalties of 18 Pa. C. S. Section 4904 relating to unsworn falsification to authorities.

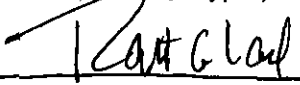


(Signature)
Edward Bogusz Partner

(Name and Title, printed or typed)

11/21/14

(Date)



Robert G Lail, President

11/21/14

Statement of Financial Position (Balance Sheet)

As of (date) 8-31-14

ASSETS

Current Assets			
Cash		<u>31,665</u>	
Accounts Receivable		<u>28,624</u>	
Notes Receivable			
Other Current Assets (specify) <i>ESCROW DEPOSITS</i>		<u>9,500</u>	
Total Current Assets			<u>69,789</u>
Tangible Assets			
Motor Vehicle Equipment		<u>78,930</u>	
Less: Accumulated Depreciation		<u>41,063</u>	= <u>37,867</u>
Building and Structures			
Less: Accumulated Depreciation			=
Office Equipment		<u>66,339</u>	
Less: Accumulated Depreciation		<u>29,736</u>	= <u>36,603</u>
Land			
Investments and Funds (specify)			
Intangible Assets			<u>43,201</u>
Other Assets (advances and idle equipment -- specify)			
TOTAL ASSETS			<u>187,460</u>

LIABILITIES

Current Liabilities (Due within one year of date)			
Accounts Payable		<u>33,538</u>	
Notes Payable		<u>10,693</u>	
Equipment Obligations			
Other Liabilities (Attach schedule) <i>ACCUMULATED EXP.</i>		<u>8,770</u>	
Total Current Liabilities			<u>53,003</u>
Long Term Liabilities (Due after one year of date)			
Accounts Payable			
Notes Payable		<u>128,581</u>	
Equipment Obligations			
Other Liabilities (Attach Schedule)			
Total Long Term Liabilities			<u>128,581</u>
TOTAL LIABILITIES			<u>53,003</u>

NET WORTH (Partnerships and individuals, only) *L L C.*

58,766

OWNER'S EQUITY (Corporations only)

Capital Stock			
Additional Paid-in Capital			
Retained Earnings			
Less: Treasury Stock			
Total Owner's Equity			

TOTAL LIABILITIES & OWNER'S EQUITY

187,460

STATEMENT OF FINANCIAL POSITION
 One Year Projected Income Statement
 TWELVE MONTHS ENDING
 AUGUST 31, 2015

REVENUE and GAINS

Operating Revenue	9,705.00 -
Net Revenue from non-carrier operations	4,500.00 -
Dividend and interest revenues	-
Other non-operating revenue	-
Gains	-
Total Revenue and Gains	1,015,500

EXPENSES

Equipment Maintenance and Garage Expense	27,750.00 -
Insurance Expense	65,500.00 -
Employee Salaries	287,500.00 -
Supervisory Salaries	50,000.00 -
Officer Salaries	99,000.00 -
Fuel Expense	39,000.00 -
Purchased Transportation (Lease Expense)	47,400.00 -
Materials and Supplies Expense	43,800.00 -
General Office Expense	108,000.00 -
Advertising Expense	15,400.00 -
Telephone Expense	6,900.00 -
Accounting Expense	4,000.00 -
Legal Expense	5,000.00 -
Uncollectible Revenue	2,000.00 -
Depreciation Expense	32,700.00 -
Amortization	3,200.00 -
Operating Taxes and Licenses	45,600.00 -
Rent Expense	38,600.00 -
Loss	NONE
Total Operating Expenses and Losses	915,350
<u>Net Income Before Taxes</u>	<u>100,150</u>
Provision for Income Taxes	19,000.00 -
<u>Net Income (Loss)</u>	<u>81,150</u>

LITEMOVERS.COM
BALANCE SHEET
FOR THE EIGHT MONTHS ENDING AUGUST 31, 2014

ASSETS

<u>Current:</u>		
Cash		31,665
Accounts Receivable		28,624
Escrow Deposits		<u>9,500</u>
TOTAL CURRENT ASSETS		69,789
<u>Fixed Assets: (At Cost)</u>		
Trucks		78,930
Equipment		<u>66,339</u>
TOTAL FIXED ASSETS		145,269
Accumulated Depreciation		<u>(70,799)</u>
TOTAL NET FIXED ASSETS		74,470
<u>Other Assets</u>		
Goodwill		5,000
Covenant Not to Compete		20,000
Intangible Assets		<u>23,000</u>
TOTAL OTHER ASSETS		48,000
Accumulated Amortization		<u>(4,799)</u>
TOTAL NET OTHER ASSETS		<u>43,201</u>
TOTAL ASSETS		<u><u>187,460</u></u>

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

LIABILITIES AND MEMBER'S EQUITY

<u>Current Liabilities:</u>		
Accounts Payable		33,538
Accrued Expenses		8,770
Loan Payable- First Niagra		3,224
Notes Payable- First Niagra		<u>7,471</u>
TOTAL CURRENT LIABILITIES		53,003
<u>Long-Term Liabilities:</u>		
Loan Payable- Goggins		109,000
Loan Payable- First Niagara		<u>19,581</u>
TOTAL LONG-TERM LIABILITIES		<u>128,581</u>
TOTAL LIABILITIES		<u>181,584</u>
<u>MEMBERS' EQUITY</u>		
Member Equity		<u>5,876</u>
TOTAL LIABILITIES AND MEMBER EQUITY		<u><u>187,460</u></u>

**THIS STATEMENT HAS BEEN COMPILED FROM THE BOOKS AND RECORDS WITHOUT
AUDIT OR REVIEW AND IS THE RESPONSIBILITY OF MANAGEMENT.**

LITEMOVERS.COM
STATEMENT OF INCOME AND EXPENSE
FOR THE EIGHT MONTHS ENDING AUGUST 31, 2014

Income	<u>647,021</u>
<u>General and Administrative Expenses</u>	
Advertising	10,267
Amortization	2,132
Bank & Credit Card Fees	13,712
Computer & Internet	8,076
Consultants	8,001
Depreciation	21,828
Dump Fees	9,182
Employee Expenses	2,655
Insurance	43,724
Interest	2,554
Meals and Entertainment	5,745
Office, Postage and Printing	12,161
Payroll	291,339
Payroll Taxes	27,208
Professional Fees	5,680
Professional Dues	1,372
Rent	25,700
Supplies	29,283
Taxes & Licenses	3,179
Telephone	4,627
Travel	3,691
Truck Expenses	44,463
Truck Rental	31,557
Uniforms	<u>929</u>
TOTAL GENERAL AND ADMINISTRATIVE EXPENSES	<u>609,065</u>
NET INCOME	<u><u>37,956</u></u>

**THIS STATEMENT HAS BEEN COMPILED FROM THE BOOKS AND RECORDS WITHOUT
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ASSET PURCHASE AGREEMENT PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

THIS AGREEMENT, entered into this 28th day of MARCH, 2013, by and between GOGGIN MOVING, INC., a Pennsylvania corporation with an office at 2115 Belvedere Avenue, Havertown, Pennsylvania (the "Seller"), and LITEMOVERS.COM, LLC, a Pennsylvania limited liability company with an office at 687 West Lancaster Avenue, Wayne, Pennsylvania 19087 (the "Buyer").

W I T N E S S E T H:

WHEREAS, Seller is engaged in the moving and storage business (the "Business"), with a place of business at 77 North Bacton Hill Road, Frazer, Pennsylvania (the "Premises"); and

WHEREAS, Seller desires to sell and Buyer desires to purchase certain assets of the Business upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, agree as follows:

1. Sale of Assets. Seller hereby agrees to sell, convey, transfer, assign and deliver to Buyer, and Buyer hereby agrees to purchase from Seller, on the Closing Date, the following assets and properties of the Business (collectively, the "Assets"):

(a) The equipment, supplies, machinery, furniture and fixtures, moving and storage materials, and leasehold

improvements to the Premises, and other tangible personal property, used in the Business or located at the Premises, including but not limited to those assets set forth in the attached Schedule "A", made a part hereof (the "Fixed Assets");

(b) Three moving trucks, as detailed on the attached Schedule "B", made a part hereof (the "Trucks");

(c) All inventory of the Business as of the Closing Date (the "Inventory");

(d) Seller's right, title and interest in and to the lease of the Premises, between Seller as lessee and Robert Benedict as lessor (the "Lease");

(e) Those contracts with customers and suppliers of the Business and other contracts involving the Business, as Buyer, in its own discretion, may elect in writing to acquire (the "Contracts");

(f) All of Seller's transferable governmental licenses, permits and other authorizations relating to Seller in connection with the Business (the "Licenses");

(g) All Seller's right, title and interest in and to the warranties, representations and guarantees made by suppliers of the Business in connection with the Assets or services furnished to Seller, to the extent such warranties, representations and guarantees are assignable by Seller to Purchaser (the "Warranties");

(h) All customer and supplier lists, customer files, sales and marketing materials, trade secrets, and files,

papers and records relating to the Business (the "Documents").

(i) All Seller's right, title and interest in and to the telephone number and fax number related to the Business (the "Phone Numbers"), email accounts (the "Emails") and website (<http://www.gogginmoving.com>) (the "Website");

(j) All Seller's right, title and interest in and to the names "Goggin Moving" and "Goggin Moving and Storage Co." in the Commonwealth of Pennsylvania (the "Names"); and

(k) All good will of the Business.

2. Purchase Price.

(a) The total purchase price for the Assets and the covenant not to compete set forth in paragraph 17 hereof (the "Covenant") is \$155,000.00, and shall be paid or delivered by Buyer as follows:

(1) A \$10,000.00 down payment has previously been made by Buyer to Seller, receipt of which is hereby acknowledged by Seller.

(2) Cash or certified/bank check in the amount equal to \$36,000.00 to Seller on the Closing Date.

(3) A promissory judgment note to Seller on the Closing Date, in the principal amount of \$109,000.00, with interest at the rate of seven percent (7%) per year, compounded annually, payable in sixty (60) equal monthly installments of \$2,158.33 each, beginning May 1, 2013 and continuing on the first (1st) day of each month thereafter until the principal amount is paid in full, in substantially the form set forth in Exhibit "1",

attached hereto and made a part hereof (the "Note"), secured by a security interest in the assets of the Business which are being transferred to Buyer pursuant to this Agreement, as evidenced by a security agreement, in substantially the form set forth in Exhibit "2", attached hereto and made a part hereof (the "Security Agreement").

3. No Assumption of Liabilities. It is expressly understood and agreed by the parties hereto that Buyer is not assuming and will not be liable for any obligations or liabilities of Seller of any kind and nature, except as may be specifically assumed in this Agreement.

4. Allocation of the Purchase Price. The purchase price for the Assets shall be allocated among the individual assets comprising the Assets in accordance with Schedule "C", attached hereto and made part hereof.

5. Taxes. Seller shall pay all sales and use taxes, and taxes of a similar nature, arising out of the transfer of the Assets to Buyer.

6. Representations and Warranties of Seller. The Seller represents and warrants to the Buyer as follows:

(a) Organization. The Seller is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania, has all necessary powers to own the Assets and to carry on the Business, and is duly qualified to do business and is in good standing in all states where such qualification is required.

(b) Title and Condition. Seller has good and marketable title to all of the Assets, free and clear of all restrictions on or conditions to transfer, and free and clear of all liens, encumbrances, security agreements, equities, options, judgments, claims, charges and restrictions. The Fixed Assets and Trucks are in good operating condition and repair, ordinary wear and tear excepted.

(c) Contracts. Schedule "D", attached hereto and made a part hereof, contains a true and correct partial detailed list of all contracts relating to the Business (the "Contracts").

All Contracts are in full force and effect according to their terms, and neither Seller nor any other party is in default under any of the Contracts. Seller has not received, nor is it aware of the existence of, any claims of default under the Contracts. With respect to Seller's storage contracts with customers who are currently storing personal property at Seller's facilities ("Storage Contracts"), all such Storage Contracts shall be complete and accurate, shall by their terms limit the liability of Seller to 30¢ per pound per article, or \$2,000 for the entire contents a customer has placed in storage, or a specifically described and insured amount specified by the contract and shall be substantially in the form set forth in the attached Exhibit "3", made a part hereof. To the extent that any Storage Contracts are missing at Closing, Seller shall, within three (3) weeks after Closing, work with Buyer to either recover such contracts or provide Buyer with sufficient information to enable

such Storage Contracts to be reissued. If any Storage Contracts have been paid by the customer through the end of this year, or for any period of time which ends after the Closing Date, Seller shall pay Buyer a prorated portion of such customer payment, based on that percentage of the payment period which occurs after the Closing Date. From and after the Closing, the Seller agrees to indemnify and save the Buyer harmless against and in respect of any liability, loss, cost, charge, damage or expenses, including without limitation reasonable attorneys' fees, arising out of or related to: (1) damages to or loss of customers' personal property under Storage Contracts that occurred prior to Closing; or, (2) the absence, loss or unenforceability of a Storage Contract.

(d) Financial Statements. Exhibit "4", attached hereto and made part hereof, contains true and correct copies of financial statements of the Seller contained in Seller's federal income tax returns for the years 2008-2011 (the "Financial Statements"). The Financial Statements are true and correct, are in accordance with the books and records of the Seller, and have been prepared in accordance with generally accepted accounting practices consistently applied. Seller agrees to provide Buyer with its full internal financial statements for the past two (2) years, together with Seller's existing books and records, promptly after Closing, and such financial statements and books and records shall accurately reflect the information contained in the Financial Statements.

(e) Inventory. The inventory of the Business to be transferred to Buyer consists of items which are new, usable and saleable in the ordinary course of business, and are not obsolete. No items of such inventory are subject to any security interest, or other encumbrance or charge.

(f) Employees. Seller shall pay all salary, withholding, vacation pay and other amounts due for all employees of the Business ("Employees") for all periods prior to and including the Closing Date. Seller shall also pay any such payments subsequent to the Closing Date for all Employees which have not accepted employment with Buyer or which Buyer has not accepted for employment. Employment by Buyer of any former employees of Seller shall be conditional upon a satisfactory physical, background check and drug test.

(g) Litigation; Compliance with Laws. There is no litigation or proceeding pending, or to the knowledge of Seller threatened, against or relating to the Seller, the Assets, the Premises or the Business, whether or not before any court or administrative agency; nor does the Seller know or have reasonable grounds to know of any basis for any such actions relative to the Seller, the Assets, the Premises or the Business. Seller has complied with and is not in violation of applicable federal, state and local statutes, laws or regulations relating to the Assets, or the operation of the Business or affecting the Assets. Specifically, without limitation, no conditions exist on or with respect to any of the Premises to be leased by Buyer

which are in violation of or not in compliance with any applicable federal, state, local or other governmental laws, ordinances, rules or regulations, including, without limitation, environmental laws, ordinances, rules or regulations.

(h) Authority. Seller has full power and authority to conduct the Business as now conducted and to own and operate the Assets and other properties now owned and operated by it in the Business. Seller has the right, power, legal capacity and authority to enter into and perform their obligations under this Agreement, and no approvals or consents of any persons other than Seller are necessary in connection therewith. The execution and delivery of this Agreement by the Seller and its consummation and performance of the transactions contemplated hereby, have been duly and validly authorized by all necessary corporate and other proceedings. This Agreement of Sale constitutes the legal, valid and binding obligation of Seller, enforceable against it in accordance with its terms.

(i) Creditors. Schedule "E", attached hereto and made a part hereof, contains a true, correct and complete list of all creditors of Seller, the dollar amounts owed by Seller to each such creditor, the names of all persons who are known by Seller to assert claims against Seller, even though such claims are disputed, the dollar amounts of such claims, and the business addresses of all such creditors and claimants.

(j) Absence of Breach or Violation. The consummation of the transactions contemplated by this Agreement

will not result in or constitute any of the following:

(1) A breach of any terms or provisions of this Agreement.

(2) A default, breach or violation of the Articles of Incorporation or By-laws of the Seller, or any lease, contract or other agreement of Seller.

(3) An event which would permit any party to terminate any agreement or to accelerate the maturity of any indebtedness or other obligation of Seller relating to the Business.

(4) The creation or imposition of any lien, charge or encumbrance on any of the Assets.

(k) Licenses. Any and all licenses and certificates necessary to continue the operation of the Business as in the past shall be current and valid as of the Closing Date and can be transferred to the Buyer or renewed at no expense to Buyer other than the normal license fees. Seller's moving license, issued by the Pennsylvania Public Utility Commission ("PUC"), covering the five (5)-county Philadelphia area (Philadelphia, Bucks, Montgomery, Chester and Delaware Counties), shall be transferable to Buyer in full. Seller shall pay any General Assessments and fines payable to the PUC or others, covering the period prior to and including the Closing Date.

7. Representations and Warranties of Buyer. The Buyer represents and warrants to the Seller as follows:

(a) Organization. Buyer is a limited liability

company duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania.

(b) Authority. Buyer has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement, and no approvals or consents of any persons other than Buyer are necessary in connection therewith. The execution and delivery of this Agreement by the Buyer and its consummation and performance of the transactions contemplated hereby, have been duly and validly authorized by all necessary corporate and other proceedings. This Agreement constitutes the legal, valid and binding obligation of Buyer, enforceable against it in accordance with its terms.

(c) Absence of Breach or Violation. The consummation of the transactions contemplated by this Agreement will not result in or constitute any of the following:

(1) A breach of the terms or provision of this Agreement.

(2) A default, breach or violation of the Articles of Incorporation or By-laws of the Buyer, or any lease, contract or other agreement of Buyer.

8. Conditions Precedent to Buyer's Obligations. All obligations of the Buyer to consummate the transactions contemplated hereby are subject to the fulfillment, prior to or at the Closing, of each of the following conditions:

(a) Accuracy of Representations. All representations and warranties by Seller in this Agreement shall

be true on and as of the Closing Date as though made at that time.

(b) Performance of Seller. Seller shall have performed, satisfied and complied with all covenants, agreements and conditions required by this Agreement to have been performed, satisfied or complied with by Seller on or before the Closing Date.

(c) Consents or Approvals. All necessary approvals or consents necessary or desirable for the transfer of any of the Assets from Seller to Buyer shall have been obtained.

In addition, all applicable tax clearances, if any, shall have been obtained.

(d) Damage to Assets. No damage to or destruction of Assets which would constitute a material adverse change in the condition of the Assets shall have occurred between the date hereof and the Closing Date.

(e) Corporate Action. Seller shall have provided Buyer with a copy of its corporate action duly authorizing the execution of this Agreement and the transactions described herein.

(f) Adverse Change. There shall have been no materially adverse change in the financial condition, operating results or business prospects of the Business during the period between December 31, 2011 and the Closing Date.

(g) Lease. Buyer shall have entered into lease arrangements, in form and substance satisfactory to Buyer, with

the lessor of the Premises.

(h) Consulting Agreement. Garrett Goggin shall have entered into and executed a consulting agreement with Buyer, in substantially the form set forth in the attached Exhibit "5", made a part hereof.

(i) Moving License. Seller shall have executed a completed PUC Application for Approval of Transfer of the Moving License.

9. Conditions Precedent to Seller's Obligations. All obligations of the Seller to consummate the transactions contemplated hereby are subject to the fulfillment, prior to or at the Closing Date, of each of the following conditions:

(a) Accuracy of Representations. All representations and warranties by Buyer in this Agreement shall be true on and as of the Closing Date as though made at that time.

(b) Performance of Buyer. Buyer shall have performed, satisfied and complied with all covenants, agreements and conditions required by this Agreement to have been performed, satisfied or complied with by Buyer on or before the Closing Date.

(c) Company Action. Buyer shall have provided Seller with a copy of its company action authorizing the execution of this Agreement and the transactions described herein.

10. Conduct of Business by Seller Prior to the Closing. Seller agrees that from the date of this Agreement and

to the date of Closing, and except as otherwise consented to or approved by an officer of Buyer in writing or as required by this Agreement:

(a) The Business of the Seller shall be conducted only in the ordinary course;

(b) Seller shall use reasonable efforts to preserve the Business intact; to preserve for itself and Buyer the goodwill of Seller's suppliers and customers with whom business relationships exist; to maintain the Assets in good operating condition and repair in the ordinary course in a reasonably prudent manner, ordinary wear and tear excepted; and to maintain in full force and effect all agreements, licenses, permits, authorizations and approvals necessary for or related to the operation of the Business;

(c) Seller shall not grant or otherwise make, or agree to grant or otherwise make, any increase in the compensation payable or to become payable by it to any of its employees, except as is payable to employees pursuant to (1) regular compensation reviews or promotions in accordance with past practice (but not across-the-board general salary increases) or (2) existing employment agreements. Seller shall not enter into any employment or consulting agreement with any such employees or any collective bargaining agreement;

(d) Seller shall not sell any inventory items below its cost of such items;

(e) Seller shall not cancel, waive or modify any

contracts, agreements, or other rights owned by, or running in favor of, Seller, which will be transferred to Buyer, other than in the ordinary course of business; and

(f) Seller will not take, agree to take, or knowingly permit to be taken, any action to do or knowingly permit to be done, anything in the conduct of the Business or otherwise, which would be contrary to or in breach of any of the terms or provisions of this Agreement, or which would cause any of the representations concerning Seller contained herein to be or become untrue in any material respect.

11. The Closing.

(a) Time and Place. The transfer of the Assets from Seller to Buyer shall take place on March 28th, 2013, at the Law Offices of Custer & Custer, Attorneys at Law, 7 St. Albans Circle, Newtown Square, Pennsylvania, or at such other time and place as the Seller and Buyer shall mutually agree upon in writing.

(b) Transfer of Assets. At the Closing:

(1) Seller shall sell, convey, transfer, assign and deliver to Buyer its right, title and interest in and to the Assets, pursuant to a bill of sale and assignment in substantially the form set forth in Exhibit "6", attached hereto and made part hereof.

(2) Seller shall transfer and assign physical title to the Trucks and other assets having registered titles to Buyer by executing the titles thereto in the proper

location. The new Truck titles shall reflect the lien of Seller's Note.

(3) Seller shall transfer and assign the Names by executing and delivering at settlement such documents as may be required by Pennsylvania or federal authorities to effect such assignment.

(4) Seller shall assign, and Buyer shall assume, Seller's interest in and to the Contracts, Phone Numbers, Emails and Website, pursuant to an assignment and assumption agreement in substantially the form set forth in Exhibit "7", attached hereto and made part hereof.

(5) Buyer shall deliver the following:

(a) Cash or certified/bank check to Seller in the amount of \$36,000.00.

(b) The Note, executed by Buyer.

(c) The Security Agreement, executed by Buyer.

(d) The Guaranty executed by Edward Bogusz.

12. Survival of Representations and Warranties. The representations, warranties, covenants and agreements made by the parties to this Agreement shall survive the Closing.

13. Indemnification by the Seller. From and after the Closing, the Seller shall reimburse and indemnify and hold the Buyer harmless against and in respect of any liability, loss,

cost, damage or expenses, including without limitation, reasonable attorneys' fees:

(a) resulting from any misrepresentation, breach of warranty, or non-fulfillment of any covenant or agreement on the part of the Seller under this Agreement or from any misrepresentation in or omission from any Schedule, written statement, list, certificate or other instrument furnished to Buyer by Seller pursuant to this Agreement;

(b) with respect to any contracts, obligations, agreements or liabilities of Seller not specifically assigned by Seller to Buyer pursuant to this Agreement;

(c) with respect to any liens, encumbrances or charges on or with respect to the Assets created or suffered by Seller or which occurred prior to the transfer of the Assets to Buyer;

(d) as a result of any conditions existing or which may be found to exist in or about the Premises on the Closing Date, which are or are found to be in violation of any federal, state or local statutes, laws, regulations, rules or ordinances, including, but not limited to those of an environmental or safety nature.

14. Indemnification by the Buyer. From and after the Closing, the Buyer shall reimburse and indemnify and hold the Seller harmless against and in respect of any liability, loss, cost, damage or expenses, including without limitation, reasonable attorneys' fees:

(a) resulting from any misrepresentation, breach of warranty, or non-fulfillment of any covenant or agreement on the part of the Buyer under this Agreement or from any misrepresentation in or omission from any Schedule, written statement, list, certificate or other instrument furnished to Seller by Buyer pursuant to this Agreement;

(b) resulting from any breach or non-fulfillment of any covenant or agreement on the part of the Buyer under the Note or Security Agreement.

15. Method of Asserting Claim. All claims for indemnification by the Buyer under this Agreement shall be asserted and resolved as follows:

(a) In the event that the Buyer should have a claim or demand against the Seller for which the Seller would be liable to the Buyer, the Buyer shall promptly notify the Seller in writing of such claim or demand, specifying the nature of such claim and the amount or the estimated amount thereof to the extent then feasible (the "Claim Notice"). The Seller shall have thirty (30) days from the mailing of the Claim Notice (the "Notice Period") to notify the Buyer in writing whether or not they dispute the liability of the Seller to the Buyer hereunder with respect to such claim or demand.

(b) If the Seller does not notify the Buyer within the Notice Period that they dispute such claim, the amount of such claim shall be conclusively deemed a liability of the Seller hereunder. If the Seller disputes such claim, as provided

above, such dispute shall be resolved as provided in Section 16 hereof.

16. Payment. Upon the determination of the liability of the Seller therefor under Sections 15 or 16 hereof, the Seller shall pay to the Buyer, within thirty (30) days from such determination, the amount of any claim for indemnification made hereunder. In the event that the Seller does not pay the claim for indemnification within such thirty (30) day period, buyer shall have the right to offset the amount of such claim against amounts due by Buyer to Seller under the Note. Upon the payment in full by the Seller of any such claim, the Seller shall be subrogated to the rights of the Buyer against any person, firm or corporation with respect to the subject matter of such claim.

17. Non Competition Covenant. For a period of five (5) years from and after the Closing Date, Seller and Garrett Goggin ("Goggin"), agree that they will not, directly or indirectly, jointly or severally, own, manage, operate, join, control or participate in the ownership, management, operation or control of, or be connected as an officer, shareholder, employee, partner or otherwise with, or use or authorize (expressly or impliedly) their name or goodwill to be used in connection with, any business engaged in the moving and storage businesses within a one hundred (100) mile radius of the Premises. In the event that the provisions of this Section should ever be deemed to exceed the time or geographic limitations or any other limitations permitted by applicable laws, then such provisions

shall be deemed reformed to the maximum permitted by applicable laws. The Seller and Goggin specifically acknowledge and agree that the remedy at law for any breach of the foregoing covenant will be inadequate and that the Buyer, in addition to any other relief available to it, shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damage.

18. Miscellaneous Provisions.

(a) Expenses. Each of the parties hereto shall pay all costs and expenses incurred by it or them in connection with this Agreement and in closing and carrying out the transactions contemplated thereby.

(b) Contents of Agreement. This Agreement sets forth the entire understanding of the parties hereto with respect to the subject matter hereof. Any previous agreements or understandings between the parties regarding the subject matter hereof are merged into and superseded by this Agreement.

(c) Assignment. This Agreement may not be assigned by any party hereto without the prior written consent of the other parties. Subject to the above, this Agreement shall be binding on the parties hereto, their heirs, legal representatives, successors and permitted assigns.

(d) Severability. In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or

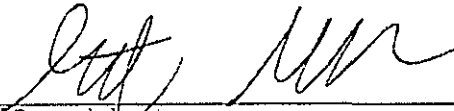
portions thereof, shall not be affected thereby, and effect shall be given to the intent manifested by the provisions, or portions thereof, held to be enforceable and valid.

(e) Paragraph Headings. The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this Agreement or any section thereof.

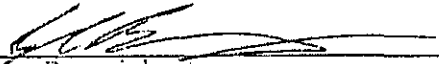
(f) Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, this Agreement of Sale has been executed on the 28th day of March, 2013.

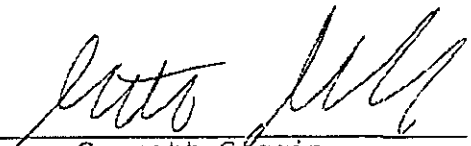
GOGGIN MOVING, INC.

By:  (Seal)
President

LITEMOVERS.COM, LLC

By:  (SEAL)
President

Garrett Goggin is executing this Agreement solely for the purpose of his non-compete obligation in paragraph 17 hereof.

 (SEAL)
Garrett Goggin

Schedule "A"

FIXED ASSETS

175 Mover's Storage Vaults

Clark Forklift Model C30050

Serial No.: 2372876

Blankets, Dollies, Tools and other Items

Schedule "B"

TRUCKS

1. 1999 Frei Moving Van 12K
V.I.N. No.: 1FV6HFACZXHA35768

2. 2005 International Moving Van 15K
V.I.N. No.: 1HTMMAAM85H689049

3. 2006 International Moving Van 15K
V.I.M. No.: 3HAJEAVH46L222090

ALLOCATION OF PURCHASE PRICE

Storage Crates and other Fixed Assets	60,000
Moving Trucks	42,000
Forklift	5,000
Storage Contracts	8,000
Moving License	10,000
Non-compete Covenant	20,000
Consultant Agreement	5,000
Good will	<u>5,000</u>
Total	\$155,000

Schedule "D"

CONTRACTS

Schedule "E"

CREDITORS

None

RECEIVED

DEC 23 2014

JUDGMENT/PROMISSORY NOTE

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

\$109,000.00

March 28, 2013

FOR VALUE RECEIVED, LITEMOVERS.Com, LLC, Buyer, a Pennsylvania limited liability company with its principal office located at 687 West Lancaster Avenue, Wayne, PA 19087 (the "MAKER"), intending to be legally bound, promise to pay to the order of Goggin Moving, Inc., a Pennsylvania corporation with its principal office located at 2115 Belvedere Ave., Havertown, PA 19083 ("PAYEE") the sum of One Hundred Nine Thousand Dollars (\$109,000.00), at seven percent (7%) annual interest for a term of five (5) years. Said principal and interest shall be paid in sixty (60) consecutive equal monthly installments, each in the amount of Two Thousand One Hundred Fifty Eight Dollars and Thirty Three Cents (\$2,158.33) payable on the first day of each month beginning on May 1, 2013. Should all payments be made when due, PAYEE agrees to mark this note canceled.

Payment hereunder shall be made in cash, check or wire transfer of lawful money of the United States of America to PAYEE at 2115 Belvedere Avenue, Havertown, Pennsylvania 19083.

This Judgment/Promissory Note may be prepaid in whole or in part at any time without penalty or premium. On any such prepayment, MAKERS shall pay any late charges which may then be due. Any such prepayment shall be applied against the latest maturing installments of principal.

This Note is issued in connection with an Asset Purchase Agreement, Bill of Sale and Assignment, Assignment and Assumption Agreement and Security Agreement between the parties hereto.

Notwithstanding anything to the contrary herein contained, all amounts due hereunder shall become due and payable, on the due dates, without notice or demand, and a default under the Note ("Default") shall occur if any such payment is more than fifteen (15) days late.

If a Default shall occur under this Note, MAKER promises to pay, in addition to the principal set forth above, all reasonable costs of collection, including reasonable attorney's fees.

All notices required or permitted to be given hereunder shall be sent by personal delivery, federal express (or similar overnight delivery service), registered or certified mail, to MAKER at 687 West Lancaster Avenue, Wayne, PA 19087, and to PAYEE at 2115 Belvedere Ave., Havertown, PA 19083 or such other address specified by similar notice. All notices shall be deemed given when received.

PAYEE shall not be deemed by any act or failure to act to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by PAYEE, and then only to the extent specifically set forth in writing. A waiver of one event by PAYEE shall not be

Judgment/Promissory Note

1

construed as continuing or as a bar to or waiver of any right or remedy to a subsequent event.

MAKER waives presentment for payment, demand, notice or protest of this Note, and all notices in connection with the delivery, acceptance, performance, default or enforcement of the payment of this Note.

MAKER, TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND WITHOUT FURTHER CONSENT OF OR NOTICE THERETO, HEREBY IRREVOCABLY AND UNCONDITIONALLY AUTHORIZES THE PROTHONOTARY, CLERK OF COURT, OR ANY ATTORNEY OF ANY COURT OF RECORD IN THE COMMONWEALTH OF PENNSYLVANIA, OR ANY OTHER JURISDICTION, AS ATTORNEY FOR MAKERS TO APPEAR FOR MAKERS IN SUCH COURT AND, WITH OR WITHOUT ONE OR MORE COMPLAINTS FILED, CONFESS JUDGMENT OR JUDGMENTS AGAINST MAKERS IN FAVOR OF PAYEE, AND ITS SUCCESSORS AND ASSIGNS, AT ANY TIME FOLLOWING THE OCCURRENCE OF AN EVENT OF DEFAULT HEREUNDER FOR ALL OR ANY PORTION OF SUMS DUE UNDER THIS NOTE, TOGETHER WITH COSTS OF SUIT AND REASONABLE ATTORNEY'S FEES, WITH RELEASE OF ALL ERRORS AND WAIVER OF ANY RIGHT TO A STAY OF EXECUTION, FOR WHICH THIS NOTE OR A VERIFIED COPY HEREOF SHALL BE SUFFICIENT WARRANT. THE AUTHORITY TO ENTER JUDGMENT SHALL NOT BE EXHAUSTED BY ONE EXERCISE HEREOF, BUT, TO THE EXTENT PERMITTED BY LAW, SHALL CONTINUE FROM TIME TO TIME UNTIL FULL PAYMENT OF ALL AMOUNTS HEREUNDER. THE FOREGOING RIGHT AND REMEDY IS IN ADDITION TO AND NOT IN LIEU OF ANY OTHER RIGHT OR REMEDY AVAILABLE TO PAYEE UNDER THIS NOTE OR OTHERWISE.

IT IS HEREBY ACKNOWLEDGED THAT THE CONFESSION OF JUDGMENT PROVISIONS HEREIN CONTAINED WHICH AFFECT AND WAIVE CERTAIN LEGAL RIGHTS OF MAKER HAVE BEEN READ, UNDERSTOOD AND VOLUNTARILY AGREED TO BY MAKER.

MAKER certifies that its annual income exceeds \$10,000.00; and that this is a business transaction in that it is for commercial purposes and not for personal, family or household use.

Words used herein, regardless of the number or gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

Pennsylvania law shall govern the validity, construction, interpretation, and effect of this Note.

The provisions of this Note shall bind the MAKER, its successors and assigns, and the benefit hereto shall insure to PAYEE, its successors and assigns.

IN WITNESS WHEREOF, MAKER has duly executed this Note the day and year first above written.

LITEMOVERS.Com, LLC

By: [Signature]
Ed Bogusz, Authorized Member

Acknowledgment for Limited Liability Company

State of Pennsylvania
Delaware County

On this 28th day of March, 2013, before me a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Ed Bogusz, who acknowledged himself to be a Member of LITEMOVERS.Com, LLC, a limited liability company, and that he as such Member, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as Member.

In witness whereof, I hereunto set my hand and official seal.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
PHILIPPA E. FAIRER, Notary Public
Newtown Twp., Delaware County
My Commission Expires October 11, 2016

[Signature]
Notary Public, State of Pennsylvania
Printed Name: Philippa E. Fairer

My Commission Expires

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DEC 23 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT, made this 28th day of March, 2013, from GOGGIN MOVING, INC., a Pennsylvania corporation ("Seller"), to LITEMOVERS.COM, LLC, a Pennsylvania limited liability company ("Buyer").

W I T N E S S E T H:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Seller hereby bargains, sells, assigns, sets over, transfers and delivers to Buyer all its right, title and interest in and to the following assets, property and rights:

1. All equipment, supplies, machinery, furniture and fixtures, moving and storage materials, leasehold improvements to leased premises located at 77 North Bacton Hill Road, Frazer, Pennsylvania (the "Premises") and other tangible personal property used in Seller's moving and storage business located at the Premises (the "Business"), including but not limited to the assets set forth in the attached Schedule "A", made a part hereof.

2. Three moving trucks, as detailed in the attached Schedule "B", made a part hereof.

3. All of Seller's inventory used or useful in the Business, as listed in the attached Schedule "C", made part hereof (the "Inventory").

4. All of Seller's transferable governmental

Filed with the undersigned this 28th day of March, 2013.


Secretary of LITEMOVERS.COM, LLC

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ASSIGNMENT AND ASSUMPTION AGREEMENT PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

KNOW ALL MEN BY THESE PRESENTS that GOGGIN MOVING, INC., a Pennsylvania corporation ("Assignor"), pursuant to a certain Asset Purchase Agreement, dated MARCH 28, 2013 (the "Purchase Agreement"), by and between Assignor and LITEMOVERS.COM, LLC, a Pennsylvania limited liability company ("Assignee"), does hereby transfer and assign unto the Assignee all of its right, title and interest in and to the following:

1. All Assignor's right, title and interest in and to the lease of premises located at 77 North Bacton Hill Road, Frazer, Pennsylvania (the "Lease"), and any deposit by Assignor or funds of a similar nature (the "Lease Deposit") in the possession of the landlord under the Lease.

2. Those contracts with respect to Assignor's moving and storage business, including without limitation the contracts set forth in the attached Schedule "A", made a part hereof (the "Contracts").

Assignee hereby expressly accepts the transfer and assignment of the Lease, the Contracts and the Lease Deposit, and assumes and agrees to pay, perform, abide by, obey and discharge all the covenants, terms and conditions of the Lease and the Contracts, or contained in applicable law relating thereto.

Assignor agrees to indemnify and save harmless Assignee from and against any liability, claim or expense (including reasonable legal fees) from any cause, matter or thing occurring prior to the date of this Agreement and relating to Contracts or the Lease.

This Agreement is binding on and shall inure to the benefit of and be enforceable against the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Assignment and Assumption Agreement to be executed and sealed this 28th day of MARCH, 2013.

GOGGIN MOVING, INC.

By: 

President

LITEMOVERS.COM, LLC

By: 

President

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

LiteMovers.Com, LLC

Operating Agreement

A. THIS OPERATING AGREEMENT of LiteMovers.Com, LLC (the "Company") is entered into as of the date set forth on the signature page hereto by each of the persons named in Exhibit A hereto (referred to individually as a Member and collectively as the Members).

B. The Members have formed a limited liability company under the laws of the Commonwealth of Pennsylvania (Title 15, Chapter 89 of the Pennsylvania Consolidated Statutes, hereafter "the Pennsylvania Limited Liability Company Act"). The certificate of organization of the Company filed with the Pennsylvania Department of State are hereby adopted and approved by the Members.

C. The Members enter into this agreement to provide the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

NOW THEREFORE, the Members agree as follows:

ARTICLE 1: DEFINITIONS

Capitalized terms used in this agreement have the meanings specified in this Article or elsewhere in this agreement and when not so defined shall have the meanings set forth in the Pennsylvania Limited Liability Company Act.

"Capital Contribution" means the amount of cash, property or services contributed to the Company.

"Company" means LiteMovers.Com, LLC, a Pennsylvania limited liability company.

"Member" means a Person who acquires Membership Interests, as permitted under this agreement, and who becomes or remains a Member.

"Membership Interests" means either Percentage Interest or Units, based on how ownership in the Company is expressed on Exhibit A.

"Percentage Interest" means a percent ownership in the Company entitling the holder to an economic and voting interest in the Company.

"Person" means an individual, partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

"Unit" means a unit of ownership in the Company entitling the Member holding such Unit to an economic interest and a voting interest in the Company.

"Hypothetical Tax Amount" shall mean an amount equal to the product of (a) a Member's pro rata share of the Company's income net or the Company's items of loss, deduction, and credit for such taxable year, as computed for the relevant taxable year under the Code and Treasury Regulations, multiplied by (b) the Hypothetical Tax Rate.

"Hypothetical Tax Rate" shall mean a hypothetical tax rate equal to the sum of (a) the maximum marginal United States federal income tax rate and (b) the maximum marginal state income tax rate applicable to any Member, in each case as applied to ordinary income in the calendar year that includes the last day of the relevant taxable year.

ARTICLE 2: CAPITAL AND CAPITAL CONTRIBUTIONS

2.1 Initial Capital Contributions and Membership Interests. The Capital Contributions of the initial Members, as well as the Membership Interests of each Member, are listed in Exhibit A, which is made part of this agreement. Membership Interests in the Company may be expressed either in Units or directly in Percentage Interests.

2.2 Subsequent Contributions. No Member shall be obligated to make additional capital contributions unless unanimously agreed by all the Members.

2.3 Capital Accounts. Individual capital accounts will be maintained for each Member consisting of that Member's Capital Contribution, (1) increased by that Member's share of profits, (2) decreased by that Member's share of losses and company expenses, (3) decreased by that Member's distributions and (4) adjusted as required in accordance with applicable tax laws.

2.4 Interest. No interest shall be paid on Capital Contributions or on the balance of a Member's capital account.

2.5 Limited Liability. A Member shall not be bound by, or be personally liable for, the expenses, liabilities, or obligations of the company except as otherwise provided in this agreement or as required by law.

ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

3.1 Allocations. The profits and losses of the Company and all items of Company income, gain, loss, deduction, or credit shall be allocated, for Company book purposes and for tax purposes, pro rata in proportion to relative Membership Interests held by each Member.

3.2 Distributions. To the extent the Company may lawfully do so and to the extent of the Company's cash flow, it is intended that the Company make pro rata distributions of cash to the Members, no less frequently than annually, in respect of the Members' Units in an amount equal to such Members' Hypothetical Tax Amount. To the extent practicable, all distributions made to a Member pursuant to this Section 4.7 shall be made in a manner to allow the income tax attributable to the income passed through to Members for a taxable year to be paid when due. To the extent the Company may lawfully do so and to the extent of the Company's Cash Flow, the Company may also make pro rata distributions of cash to the Members from time to time in excess of the Members' Hypothetical Tax Amounts in such amounts and at such times as the Managing Members shall determine after consulting with the Members.

ARTICLE 4: MANAGEMENT

4.1 Management. The business of the Company shall be managed by the Members. In the event of a dispute between Members, final determination shall be made by a vote of the majority of the Members (unless a greater percentage is required in this Agreement or under Pennsylvania law). Any Member may bind the Company in all matters in the ordinary course of business.

4.2 Banking. The Members are authorized to set up one or more bank accounts and are authorized to execute any banking resolutions provided by the institution where the accounts are being set up. All funds of the Company shall be deposited in one or more accounts with one or more recognized financial institutions in the name of the Company.

4.3 Officers. The Members are authorized to appoint one or more officers from time to time. The officers shall hold office until their successors are chosen and qualified. Subject to any employment agreement entered into between the officer and the Company, an officer shall serve at the pleasure of the Members. The current officers of the Company are listed on Exhibit B.

ARTICLE 5: ACCOUNTS AND ACCOUNTING

5.1 Accounts. Complete books of account of the Company's business, in which each Company transaction shall be fully and accurately entered, shall be kept at the Company's principal executive office and shall be open to inspection and copying on reasonable notice by any Member or their authorized representatives during normal business hours for purposes reasonably related to the interest of such person as a Member. The costs of such inspection and copying shall be borne by the Member.

5.2 Records. At all times during the term of existence of the Company, and beyond that term if the Members deems it necessary, the Members shall keep or cause to be kept the following:

(a) A current list of the full name, social security number and last known business or residence address of each Member, together with the Capital Contribution, the amount and terms of any agreed upon future Capital Contribution, and Membership Interest of each Member;

(b) A copy of the articles of organization and any amendments;

(c) Copies of the Company's federal, state, and local income tax or information returns and reports, if any, for the three most recent taxable years; and

(d) An original executed copy or counterparts of this agreement and any amendments.

5.3 Income Tax Returns. Within 45 days after the end of each taxable year, the Company shall use its best efforts to send to each of the Members all information necessary for the Members to complete their federal and state income tax or information returns and a copy of the Company's federal, state, and local income tax returns for such year.

5.4 Tax Matters Member. Edward W. Bogusz shall act as tax matters member of the Company to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities and to expend Company funds for professional services and costs associated therewith.

ARTICLE 6: MEMBERSHIP -- MEETINGS, VOTING

6.1 Members and Voting Rights. Members shall have the right and power to vote on all matters with respect to which this agreement or Pennsylvania law requires or permits such Member action. Voting shall be based on Membership Interests. Unless otherwise stated in this Agreement or under Pennsylvania law, the vote of the Members holding a majority of the Membership Interests shall be required to approve or carry an action.

6.2 Meetings. Regular or annual meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company.

In any instance in which the approval of the Members is required under this agreement, such approval may be obtained in any manner permitted by Pennsylvania law, including by conference telephone or similar communications equipment. In addition, any action, which could be taken at a meeting, can be approved without a meeting and without notice, if a consent in writing, stating the action to be taken, is signed by the holders of the minimum Membership Interest needed to approve the action.

ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

7.1 Withdrawal. A Member may withdraw from the Company prior to the dissolution and winding up of the Company with the unanimous consent of the other Members, or if such Member transfers or assigns all of his or her Membership Interests pursuant to Section 7.2 below. A Member which withdraws pursuant to this Section 7.1 shall be entitled to a distribution in an amount equal to such Members' Capital Account.

7.2 Restrictions on Transfer. A Member shall not transfer any Membership Interests, whether now owned or later acquired, unless Members holding a (80%) eighty percent majority of the Membership Interests not subject to transfer consent to such transfer. A member may transfer his or her interest to his or her wife, husband or children in the event of death. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A person which acquires Membership Interests in accordance with this section shall be admitted as a Member of the Company after the person has agreed to be bound by the terms of this Operating Agreement by executing a consent in the form of Exhibit C.

ARTICLE 8: DISSOLUTION AND WINDING UP

8.1 Dissolution. The Company shall be dissolved upon the first to occur of the following events:

(a) The vote of Members holding all of the outstanding Membership Interests to dissolve the Company.

(b) Entry of a decree of judicial dissolution under the Pennsylvania Limited Liability Company Act.

(c) At any time there are no Members, provided that the Company is not dissolved and is not required to be wound up if, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and to the admission of the legal representative of such Member or its assignee to the Company as a Member, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member.

8.2 No automatic dissolution upon certain events. Neither the death, incapacity, disassociation, bankruptcy or withdrawal of a Member shall automatically cause a dissolution of the Company.

ARTICLE 9: INDEMNIFICATION

9.1 **Indemnification.** The Company shall have the power to indemnify any Person who was or is a party, or who is threatened to be made a party, to any proceeding by reason of the fact that such Person was or is a Member, Manager, officer, employee, or other agent of the Company, or was or is serving at the request of the Company as a director, manager, officer, employee, or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by such Person in connection with such proceeding, if such Person acted in good faith and in a manner that such Person reasonably believed to be in the best interests of the Company, and, in the case of a criminal proceeding, such Person had no reasonable cause to believe that the Person's conduct was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Person did not act in good faith and in a manner that such Person reasonably believed to be in the best interests of the Company, or that the Person had reasonable cause to believe that the Person's conduct was unlawful.

To the extent that an agent of the Company has been successfully on the merits in defense of any proceeding, or in defense of any claim, issue, or matter in any such proceeding, the agent shall be indemnified against expenses actually and reasonably incurred in connection with the proceeding. In all other cases, indemnification shall be provided by the Company only if authorized in the specific case unanimously by all of the Members.

"Proceeding," as used in this section, means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative.

9.2 **Expenses.** Expenses of each Person indemnified under this agreement actually and reasonably incurred in connection with the defense or settlement of a proceeding may be paid by the Company in advance of the final disposition of such proceeding, as authorized by the Members who are not seeking indemnification upon receipt of an undertaking by such Person to repay such amount unless it shall ultimately be determined that such Person is entitled to be indemnified by the Company.

"Expenses," as used in this section, includes, without limitation, attorney fees and expenses of establishing a right to indemnification, if any, under this section.

ARTICLE 10: GENERAL PROVISIONS

10.1 **Entire Agreement; Amendment.** This agreement constitutes the whole and entire agreement of the parties with respect to the subject matter of this agreement, and it shall not be modified or amended in any respect except by a written instrument executed

by all of the Members. This agreement replaces and supersedes all prior written and oral agreements by and among the Members.

10.2 Governing Law; Severability. This agreement shall be construed and enforced in accordance with the internal laws of the State of Pennsylvania. If any provision of this agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability or, if that is not possible, such provision shall, to the extent of such invalidity, illegality, or unenforceability, be severed, and the remaining provisions of this agreement shall remain in effect.


10.3 Benefit. This agreement shall be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

10.4 Number and Gender. Whenever used in this agreement, the singular shall include the plural and the plural shall include the singular, and the neuter gender shall include the male and female as well as a trust, firm, company, or corporation, all as the context and meaning of this agreement may require.

10.5 No Third Party Beneficiary. This agreement is made solely for the benefit of the parties to this agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this agreement.

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Operating Agreement as of the date below.

Dated: 6/12/12


Edward W. Bogusz


Robert G. Lail

MEMBERS

The following persons are the initial Members of the Company, and their initial capital contributions and ownership is set forth below.

<u>Name</u>	<u>Capital Contribution (\$)</u>	<u>Percentage Interest</u>
Edward W. Bogusz	\$0.00	83.33%
Robert G. Lail	\$0.00	16.67%

NEW MEMBER'S CONSENT

The undersigned agrees to be bound as a Member by the terms of the Operating Agreement of LiteMovers.Com, LLC as if the undersigned was a signatory thereof.

(Signature)

Name: _____

Date: _____

**PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS**

Consent to Appropriation of Name
(19 Pa.Code § 17.2)

Pursuant to 19 Pa. Code § 17.2 (relating to appropriation of the name of a senior corporation) the undersigned association, desiring to consent to the appropriation of its name by another association, hereby certifies that:

1. The name of the association executing this Consent of Name is:
Goggin Moving, Inc.

2. The (a) address of this corporation's current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) Number and Street	City	State	Zip	County
<u>4 Martins Road</u>	<u>Newtown Square</u>	<u>PA</u>	<u>19073</u>	<u>Delaware</u>

(b) Name of Commercial Registered Office Provider _____ County _____
c/o _____

3. The date of its incorporation or other organization is: 5/9/1997

4. The statute under which it was incorporated or otherwise organized is:
PA Business Corporation Law of 1988

5. The association(s) entitled to the benefit of this Consent of Name is(are):
LiteMovers.com, LLC

6. The consenting association is about to (check one):
 Change its name Cease to do business Withdraw from doing business in PA Is being wound up

8

IN TESTIMONY WHEREOF, the undersigned association has caused this consent to be signed by a duly authorized officer thereof this 28th day of March, 2013.

[Signature]

Signature
President

Title

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17105-3265

Public Meeting held June 18, 1998

Commissioners Present:

John M. Quain, Chairman
Robert K. Bloom, Vice-Chairman
David W. Rolka
Nora Mead Brownell
Aaron Wilson, Jr.

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DEC 23 2014
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Application of Goggin Moving, Inc.,
(formerly Garrett Goggin, t/d/b/a
Goggin Moving), a corporation of the
Commonwealth of Pennsylvania, for
the transfer of all of the operating
rights of Louderback Transportation
Company, Inc., authorized under
the certificate issued at A-00111286,
subject to the same limitations
and conditions.

A-00113228
F. 2

Richard A. Franklin for the applicant.

O R D E R

BY THE COMMISSION:

This matter comes before the Commission on an application filed March 10, 1998. Public notice of the application was given in the Pennsylvania Bulletin of April 25, 1998. No protests were filed. The unopposed application is certified to the Commission for its decision without oral hearing.

DISCUSSION AND FINDINGS

Garrett Goggin formerly applied for property authority as a sole proprietor in July of 1996 and was granted a certificate October 16, 1996. Mr. Goggin's certificate was later canceled for failure to maintain cargo insurance. By the instant application Garrett Goggin, now incorporated as Goggin Moving, Inc., seeks to purchase and have transferred all of the authority held by Louderback Transportation Company, Inc., which includes property and household goods in use rights. Goggin Moving, Inc., is a Pennsylvania Corporation domiciled at 671 Jefferson Road, Bryn Mawr, Montgomery County. One straight truck will be used to provide service. Garrett Goggin is experienced in the transportation

of household goods in use through employment with other carriers.

The full purchase price for the rights is \$45,000.00. A deposit of \$5,000.00 has been paid into escrow with the balance due upon approval of the transfer by the Commission.

The authority to transfer consists of six rights permitting the transportation of household goods in use and one right permitting the transportation of property, excluding household goods in use, between points in Pennsylvania. The transferor is not retaining any operating authority.

The authority to be transferred has been operated by the transferor, therefore, it is presumed that there is a continuing need, which may be overcome only by evidence to the contrary. In re: Byerly, 440Pa. 521 (1970); Hostetter v. Pa. P.U.C., 160 Super. Ct. 94 (1947) Since the record is void of any such evidence, this presumption of continuing public need applies in this transfer proceeding.

After complete review of the record, We Find:

1. The applicant is fit, willing and able to provide the service proposed.
2. Transfer of the authority is in the public interest and is necessary for the continued accommodation and convenience of the public; THEREFORE,

IT IS ORDERED: That the transfer application be and is hereby approved and that a certificate be issued granting the following rights:

1. To transport as a Class D carrier household goods in use, between points in the counties of Philadelphia, Delaware, Chester, Montgomery and Bucks, included within a line which connects the municipal boundaries of Chester, West Chester, Paoli, Norristown, Doylestown and Morrisville, but not including said places, and from points in said area, to other points in Pennsylvania, and vice versa;
2. To transport, as a Class D carrier, household goods in use, between points in the city of Coatesville, Chester County, and within an airline distance of fifty (50) statute miles thereof, and from points in said area, to points in Pennsylvania, and vice versa;

right 2 subject to the following conditions:

- (a) That no right, power or privilege is granted to provide service between points in the county of Lancaster or from points in the said county to other points in Pennsylvania;
 - (b) that the rights, powers and privileges herein granted shall not include any points that are within an airline distance of fifty (50) statute miles of Harrisburg, Dauphin County, in the counties of York, Dauphin, Lebanon and Schuylkill;
 - (c) that no right, power or privilege is granted to provide service from points within an airline distance of fifty (50) statute miles of Harrisburg, Dauphin County, for delivery to any other points within an airline distance of fifty (50) statute miles of Harrisburg, Dauphin County;
 - (d) That the rights, powers and privileges herein granted shall exclude from the area within an airline distance of fifty (50) statute miles of Coatesville the territory in that part of the counties of Delaware, Montgomery, Bucks and Philadelphia east and south of a line beginning at the city of Chester, thence via U.S. Highway Route 320 through Broomall to Villanova, thence by a line drawn from Villanova to Swedeland, thence to Bridgeport, thence to Norristown, thence to Doylestown and from Doylestown to Morrisville, but retaining in said fifty (50) mile area, all points and places on the above described boundary lines, except the city of Chester, Delaware County.
- (3) To transport, as a Class D carrier, household goods in use, between points in the area bounded by the city of Chester, Delaware County, the borough of Downingtown, Chester County, the borough of Norristown, Montgomery County, and the borough of Morrisville, Bucks County, excluding said points and also excluding points in Delaware County beyond a ten (10) statute mile airline distance of the Philadelphia City Hall, and from points in said area to other points in Pennsylvania, and vice versa.

- (4) To transport, as a Class B carrier, household goods in use, between points in the borough of West Chester, Chester County, and within an airline distance of three (3) statute miles of the said borough limits.
- (5) To transport, as a Class D carrier, household goods in use, from points in the borough of West Chester, Chester County, and within an airline distance of three (3) statute miles of the said borough limits, to other points in Pennsylvania, and vice versa.
- (6) To transport, as a Class D carrier, household goods in use, from points within an airline distance of ten (10) statute miles of the Chester County Courthouse in the borough of West Chester to other points in Pennsylvania and vice versa;

rights 2, 3, 4, 5 and 6 subject to the following conditions:

- (a) That no right, power or privilege is granted to provide service from points in the city of Coatesville, Chester County, and within ten (10) miles by the usually traveled highways of the limits of said city to other points in Pennsylvania, and vice versa.
- (b) That no right, power or privilege is granted to provide service from points in the borough of Downingtown, Chester County, and within an airline distance of three (3) statute miles of the limits of said borough to points in Pennsylvania, and vice versa.
- (7) To transport, as a common carrier, property, except household goods in use, between points in Pennsylvania.

subject to the following general conditions:

1. That the authority granted herein to the extent that it duplicates authority now held by or subsequently granted to the applicant shall not be construed as conferring more than one operating right.
2. That the approval hereby given is not to be understood as committing the Commission, in any proceeding that may be brought before it for any purpose, to fix a valuation on the property and/or

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 the applicant, or to approve or prescribe rates sufficient to yield a return thereon.

3. That the applicant record in its Utility Account 1321 - Franchises, the actual cost of such rights recorded by the original holder thereof.
4. That the utility accounts of the transferee shall reflect the same book values for all utility property acquired as shown in the records of the transferor at the effective date of the transfer, and previously recorded depreciation having been deleted therefrom.
5. That the applicant charge to Account 1341 - Other Intangible Property, any amount of the consideration paid for the rights and going concern value attributable thereto in excess of the amounts recorded under condition no. 2 and 3 above.
6. That the certificate holder shall not transfer, sell or in anyway convey any of its outstanding capital stock to any individual, partnership, corporation or any other entity, without the prior filing of an application and approval thereof by the Commission under Section (a)(3) of Title 66 PA C.S.

IT IS FURTHER ORDERED: That the applicant shall not engage in any transportation granted in this application until the following is submitted to the Commission:

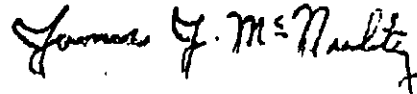
1. Form E, as evidence of Bodily Injury and Property Damage Liability Insurance.
2. Form H, as evidence of cargo insurance.
3. A tariff establishing just and reasonable rates.

IT IS FURTHER ORDERED: That upon compliance with the requirements above set forth, a certificate shall issued 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 sixty (60) 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.

IT IS FURTHER ORDERED: That upon compliance with this order, the rights granted the transferor, Louderback Transportation Company, Inc., under the certificate issued at A-00111286, be and are hereby canceled and the record shall be marked closed.

BY THE COMMISSION



James J. McNulty
Secretary

(SEAL)

ORDER ADOPTED: June 18, 1998

ORDER ENTERED: JUN 23 1998

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