

APPLICATION

A-00119007 F2 AM B

LAW OFFICES  
**WICK, STREIFF, MEYER, O'BOYLE & SZELIGO, P.C.**

1450 TWO CHATHAM CENTER  
PITTSBURGH, PA 15219-3427

(412) 765-1600

FACSIMILE  
(412) 281-3783

E-MAIL  
wsmos@wsmoslaw.com

May 27, 2005

HENRY M. WICK, JR.  
CHARLES J. STREIFF  
CARL F. MEYER  
DAVID M. O'BOYLE  
VINCENT P. SZELIGO  
BRENDAN R. DELANEY

RECEIVED  
MAY 31 AM 10:42  
PA.P.U.C.  
SECRETARY'S BUREAU

RECEIVED  
BUREAU OF  
TRANSPORTATION & SAFETY  
2005 JUN - 1 AM 8:51

DOCUMENT  
FOLDER

Re: Williams Moving & Storage Co. - Transfer  
- 3 Rivers Relocation Services, Inc.  
Our File 6601.005

James J. McNulty, Secretary  
Pennsylvania Public Utility Commission  
P. O. Box 3265  
Harrisburg, PA 17105-3265

Dear Mr. McNulty:

Enclosed for filing with the Commission is the signed original and two copies of Application for Approval of Transfer and Exercise of Common Carrier Rights. By this Application, Williams Moving & Storage, Inc. is requesting permission to purchase all of the operating rights issued to Best Moving & Storage Co. at Docket No. A-00107776.

We are filing simultaneously herewith another PUC Transfer Application on behalf of Williams Moving & Storage, Inc. which involves the purchase of the operating rights of Fife Moving & Storage Co. at Docket No. A-0094528. These transfer applications involve different operating rights but similar facts in that the Transferors in both transfer applications are affiliated, both are in bankruptcy and of their assets are being sold pursuant to the Sale Order issued by the same Bankruptcy Court. Consequently, the background circumstances involved in the two transactions are very similar.

It should also be noted that the Commission's records indicate that the involved operating rights at Docket No. A-00107776 are presently issued in the name of Best Moving & Storage Co. As explained in the Supplement to Application Regarding Name of Transferor, the company which was originally incorporated under the name of Best Moving & Storage Co. has changed its name to 3 Rivers Relocation Services, Inc. Although Transferor had requested that the name on its Certificate be changed, the name change request was dismissed for failure of Transferor to satisfy the Commission's compliance requirements.

There is also enclosed a check in the amount of \$350.00 payable to the Commonwealth of Pennsylvania for the application filing fee.

65

**WICK, STREIFF, MEYER, O'BOYLE & SZELIGO, P.C.**

James J. McNulty, Secretary

May 27, 2005

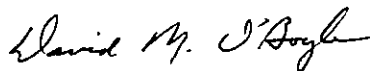
Page 2

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

If any additional information is required to process this transfer application, please contact the undersigned.

Very truly yours,

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



David M. O'Boyle

DOB/lk  
Enclosures

cc: Mark W. DuMars (w/encls.)  
Williams Moving & Storage Co. (w/encls.)

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

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Williams Moving & Storage, Inc.  
(Applicant/Transferee-Buyer)

A- 119007, F.2AM-B

DOCKETED  
AUG 30 2005  
MJK

for the approval of the transfer and to exercise the right

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

No. A-00107776, Folder No. \_\_\_\_\_, issued to

Best Moving & Storage Co.

3 Rivers Relocation Services, Inc. (See Supplement to Application Regarding Name of Transferor)  
(Transferor - Seller)

for transportation of household goods  
(persons - household goods)

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

1. Williams Moving & Storage, Inc.  
(Full and Correct Name of Applicant/Transferee)

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

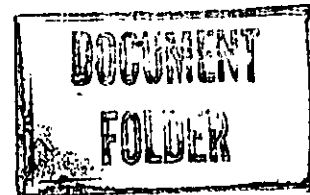
The trade name \_\_\_\_\_ been registered with the Secretary of the Commonwealth  
(has or has not)

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

3. 740 Commonwealth Drive  
(Business Street Address) (P. O. Box, If Any)

Warrendale, Butler PA 15086 (724) 776-3224  
(City) (County) (State) (Zip) (Telephone)

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TRANSF. DIVISION  
2005 JUN -1 8:52 AM



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

Henry M. Wick, Esq.; David M. O'Boyle, Esq; 1450 Two Chatham Center, Pittsburgh, PA 15219 (412) 765-1600  
(Name) (Address) (Telephone)

5. Any documents should be mailed to:

Henry M. Wick, Esquire  
Transferee: David M. O'Boyle, Esquire 1450 Two Chatham Center, Pittsburgh, PA 15219  
(Name) (Address)

Transferor: Mark W. DuMars; c/o Campbell & Levine, LLC 1700 Grant Bldg., Pittsburgh, PA 15219  
(Name) P. O. Box 482, Meadow Lands, PA 15347 (Address)

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

A-00119007 and operates as a common carrier.  
(common or contract)

7. Applicant does not hold Interstate Commerce Commission authority at Docket  
(does or does not)  
No. MC-\_\_\_\_\_.

8. Applicant is (check one):

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

---

(Name) (Address)

---

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- 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 April 19, 2002 (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. (See Supplement to Paragraph 8(a).)

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.

(See Supplement to Paragraph 8(b).)

9. 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. (See Supplement to Paragraph 9.)

10. The reason for the transfer is Transferor is in Chapter 11 bankruptcy and it is terminating its certificate carrier operations and selling its assets. (See Supplement to Paragraph 10.)

12a. The following must be attached:

- Sales Agreement (See Supplement to Paragraph 12(a)(1).)
- List of equipment to be used to render service. (Summarized by type) (See Supplement to Paragraph 12(a)(2).)
- Operating authority to be transferred/retained. (See Supplement to Paragraph 12(a)(3).)
- Statement of Financial Position (See Supplement to Paragraph 12(a)(4).)
- Statement of unpaid business debts of transferor and how they will be satisfied. (See Supplement to Paragraph 12(a)(5).)
- Statement of Safety Program. (See Supplement to Paragraph 12(a)(6).)
- Statement of transferee's experience. (See Supplement to Paragraph 12(a)(7).)

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

- Partnership Agreement
- Trade Name registration certificate.
- Certificate of Incorporation. (Pa. Corporations only). (See Supplement to Paragraph 8(a).)
- Certificate of Authority. (Foreign (out-of-state) Corporations only).

- Statement of Corporate charter purpose. (Corporations only)  
(See Supplement to Paragraph 12(b)(1).)
- List of Corporate officers and stockholders. (Corporations only)  
(See Supplement to Paragraph 12(b)(2).)
- 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: BB Williams 5/18/05  
 Barton B. Williams, President (Date)  
 Williams Moving & Storage, Inc.

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

Transferor sign here: Mark W. DuMars 5/18/05  
 Mark W. DuMars, Restructuring Officer (Date)  
 3 Rivers Relocation Services, Inc.

(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)

Mark W. DuMars      *Mark W. DuMars*      5/18/05  
(Print Name)                      (Signature)                      (Date)

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

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

TRANSFeree (BUYER)

Barton B. Williams      *B B Williams*      5/18/05  
(Print Name)                      (Signature)                      (Date)

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

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

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



SUPPLEMENT TO APPLICATION REGARDING NAME OF TRANSFEROR

WILLIAMS MOVING & STORAGE, INC. -PURCHASE - 3 RIVERS RELOCATION SERVICES, INC.

Transferor 3 Rivers Relocation Services, Inc. was incorporated in Pennsylvania on June 13, 1983, and the name of the corporation at that time was Best Moving & Storage Co. By Order, adopted February 11, 1988 and entered February 17, 1988, the Commission authorized the transfer of certain operating rights to Transferor at Docket No. A-00107776. Transferor amended its Articles of Incorporation to change its name from Best Moving & Storage Co. to 3 Rivers Relocation Services, Inc. On April 24, 2001, Transferor filed with the Pennsylvania Corporation Bureau Articles of Amendment advising that its name had been changed. The Pennsylvania Corporation Bureau sent a notice to Transferor along with a date-stamped copy of the Articles of Amendment, which documents are attached hereto. By letter dated March 14, 2002, Transferor's counsel advised the Commission that Best Moving & Storage Co. had changed its name to 3 Rivers Relocation Services, Inc. and filed a copy of the Articles of Amendment with the Commission. The letter indicated that there was no change in the ownership, management or control of Transferor, but rather that this involved only a name change. Transferor's counsel requested in the letter that the Certificate of Public Convenience issued at Docket No. A-00107776 be changed to indicate that Transferor's name is 3 Rivers Relocation Services, Inc. Attached hereto is a copy of the March 14, 2002 correspondence.

It appears that, by Secretarial Letter dated April 3, 2002, the Commission granted the name change request, subject to certain compliance requirements. By Secretarial Letter dated June 19, 2003, the name change request was dismissed for non-compliance.

Applicant/Transferee Williams Storage & Moving, Inc. hereby submits that the Transferor's failure to meet the compliance requirements in changing its name should not deter or preclude the Commission from transferring the authority because there is no doubt that Transferor 3 Rivers Relocation Services, Inc. was previously known as Best Moving & Storage Co. and that the authority issued to Best Moving & Storage at Docket No. A-00107776 is part of the assets that are being sold pursuant to the Bankruptcy Court's Sale Order.

Law Offices

**VUONO & GRAY, LLC**

2310 Grant Building

Pittsburgh, PA 15219-2383

(412) 471-1800

John A. Vuono  
William A. Gray  
Mark T. Vuono\*  
Dennis J. Kusturiss  
Christine M. Dollf  
Louise R. Scheaga  
*\*Also Admitted in Florida*

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BUREAU OF  
TRANSPORTATION & SAFETY

2002 MAR 18 AM 11:39  
of Counsel

Facsimile  
(412) 471-4477

March 14, 2002

3TL

Re: Best Moving & Storage Co.  
Docket No. A-00107776  
Our File 3330

RECEIVED  
2002 MAR 18 AM 9:59  
PA PUC  
SECRETARY'S BUREAU

Mr. James J. McNulty  
Secretary  
Pennsylvania Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17105-3265

Dear Mr. McNulty:

We represent Best Moving & Storage Co., which holds operating authority with the Pennsylvania Public Utility Commission at Docket No. A-00107776. We are enclosing a copy of the above operating authority for your convenience.

Best Moving & Storage Co. is a Pennsylvania corporation which has filed Articles of Amendment to the Articles of Corporation amending the corporate name. The name of the corporation has been changed to "3 Rivers Relocation Services, Inc." A copy of the Articles of Amendment is also attached hereto.

All of the issued and outstanding capital stock of the corporation is owned by Virginia M. Fife. The officers and directors of the corporation are Virginia M. Fife, Charles W. Fife and David V. Hartman.

There will be no change in the ownership, management or control of the company.

We hereby request that the name of the corporation as shown on the Certificate of Public Convenience be changed to 3 Rivers Relocation Services, Inc.

DOCUMENT  
FOLDER

DOCKETED  
MAR 25 2002

DOCUMENT  
FOLDER

30

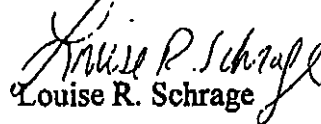
Page Two  
March 14, 2002

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

Please forward evidence of the above change to the undersigned as soon as possible.

Sincerely yours,

VUONO & GRAY, LLC

  
Louise R. Schrage

CW/16263

Enclosures

cc: 3 Rivers Relocation Services, Inc.

DSCB: 15-1915 (Rev. 89)  
P. O. NALY COMPANY, PCH., PA 15219

200132-1108

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

Filed with the Department of State on APR 24 2006

Entity Number 773645

*[Signature]*  
Secretary of the Commonwealth

### ARTICLES OF AMENDMENT-DOMESTIC BUSINESS CORPORATION

In compliance with the requirements of 15 Pa.C.S. § 1915 (relating to articles of amendment), the undersigned business corporation, desiring to amend its Articles, hereby states that:

1. The name of the corporation is: East Moving & Storage Co.

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

(a) 665 West Pika Street Extension	Meadowlands	PA	15347	Washington
Number and Street	City	State	Zip	County

(b) \_\_\_\_\_  
Name of Commercial Registered Office Provider \_\_\_\_\_ County \_\_\_\_\_

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

3. The statute by or under which it was incorporated is: Business Corporation Law, as amended

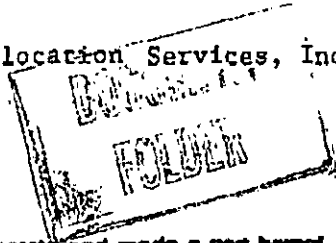
4. The original date of its incorporation is: June 13, 1983

5. (Check, and if appropriate complete, one of the following):  
 The amendment shall be effective upon filing these Articles of Amendment in the Department of State.  
 The amendment shall be effective on: \_\_\_\_\_

6. (Check one of the following):  
 The amendment was adopted by the shareholders pursuant to 15 Pa.C.S. § 1914(a) and (b).  
 The amendment was adopted by the board of directors pursuant to 15 Pa.C.S. § 1914 (c).

7. (Check, and if appropriate complete, one of the following):  
 The amendment adopted by the corporation, set forth in full, is as follows:

The name of the corporation shall be changed to "3 Rivers Relocation Services, Inc.



The amendment adopted by the corporation as set forth in full in Exhibit A, attached hereto and made a part hereof.

SUPPLEMENT TO PARAGRAPH 8(a)

WILLIAMS MOVING & STORAGE, INC. -PURCHASE - 3 RIVERS RELOCATION SERVICES, INC.

ARTICLES OF INCORPORATION

Attached hereto is a date stamped copy of the Articles of Incorporation of Transferee Williams Moving & Storage, Inc. As set forth in the Articles, Transferee was incorporated in Pennsylvania on April 19, 2002. Transferee's corporate charter purpose authorizes it to engage in any and all lawful business.

See attached Supplement to Paragraph 12(b)(2) for the name of Transferee's sole stockholder and a list of Transferee's corporate officers.

PENNSYLVANIA DEPARTMENT OF STATE CORPORATION BUREAU

Articles of Incorporation-For Profit

(15 Pa.C.S.)

Entity Number 3065899

- X Business-stock (§ 1306)
Business-nonstock (§ 2102)
Business-statutory close (§ 2303)
Cooperative (§ 7102)
Management (§ 2703)
Professional (§ 2903)
Insurance (§ 3101)

Name Henry M. Wick
Address 1450 Two Chatham Center
City Pittsburgh State PA Zip Code 15219

Document will be returned to the name and address you enter to the left.

Fee: \$100

Filed in the Department of State on APR 18 2002
C. Michael J. ... ACTING Secretary of the Commonwealth

In compliance with the requirements of the applicable provisions (relating to corporations and unincorporated associations), the undersigned, desiring to incorporate a corporation for profit, hereby states that:

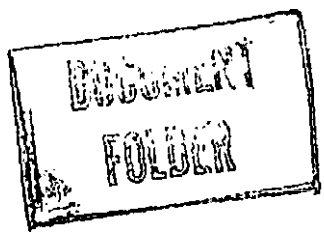
1. The name of the corporation (corporate designator required, i.e., "corporation", "incorporated", "limited" "company" or any abbreviation. "Professional corporation" or "P.C."); WILLIAMS MOVING & STORAGE, INC.

2. The (a) address of this corporation's current registered office in this Commonwealth (post office box, alone, is not acceptable) or (b) name of its commercial registered office provider and the county of venue is:
(a) Number and Street City State Zip County
740 Commonwealth Drive Warrendale PA 15086 Butler
(b) Name of Commercial Registered Office Provider County
c/o:

3. The corporation is incorporated under the provisions of the Business Corporation Law of 1988.

4. The aggregate number of shares authorized: 1,000.

THIS IS A TRUE COPY OF THE ORIGINAL SIGNED DOCUMENT FILED WITH THE DEPARTMENT OF STATE.



DSCB:15-1306,2102/2303/2702/2903/3101/7102A-2

5. The name and address, including number and street, if any, of each incorporator (all incorporators must sign below):

Name	Address
Henry M. Wick	1450 Two Chatham Center
	Pittsburgh, PA 15219

6. The specified effective date, if any: Upon filing  
month/day/year hour, if any


7. Additional provisions of the articles, if any, attach an 8½ by 11 sheet.

8. *Statutory close corporation only:* Neither the corporation nor any shareholder shall make an offering of any of its shares of any class that would constitute a "public offering" within the meaning of the Securities Act of 1933 (15 U.S.C. 77a et seq.)

9. *Cooperative corporations only: Complete and strike out inapplicable term:*  
The common bond of membership among its members/shareholders is: \_\_\_\_\_

IN TESTIMONY WHEREOF, the incorporator(s) has/have signed these Articles of Incorporation this

19th day of April 2002

  
Signature

\_\_\_\_\_  
Signature

SUPPLEMENT TO PARAGRAPH 8(b)

WILLIAMS MOVING & STORAGE, INC. - PURCHASE - 3 RIVERS RELOCATION SERVICES, INC.

TRANSFEEE'S AFFILIATION WITH OTHER CERTIFICATED CARRIERS

Transferee Williams Moving & Storage, Inc. is affiliated with the following PUC certificated motor carriers:

PARKS MOVING & STORAGE, INC.

The sole stockholder and president of Transferee is Barton B. Williams, and he is the President and a stockholder of Parks Moving & Storage, Inc., which holds authority from the Commission at Docket No. A-0097208. Also, the Vice President and Secretary/Treasurer are the same persons for both companies.

PARKS VAN & STORAGE, INC.

The sole stockholder and president of Transferee is Barton B. Williams, and he is the President and stockholder of Parks Moving & Storage, Inc., which holds authority from the Commission at Docket No. A-0097208. Also, the Vice President and Secretary/Treasurer are the same persons for both companies.

PARKS CENTRE - CARRIERS, INC.

The sole stockholder and president of Transferee is Barton B. Williams, and he is the President and stockholder of Parks Moving & Storage, Inc., which holds authority from the Commission at Docket No. A-00110917. Also, the Vice President and Secretary/Treasurer are the same persons for both companies.



SUPPLEMENT TO PARAGRAPH 9

WILLIAMS MOVING & STORAGE, INC. - PURCHASE - 3 RIVERS RELOCATION SERVICES, INC.

PUC OPERATING RIGHTS TRANSFERRED/RETAINED

All of Transferor's PUC Operating Rights are being transferred to Transferee, and Transferor is not retaining any authority. See attached Supplement to Paragraph 12(a)(3) for a description of the Transferor's Operating Rights which are sought to be transferred.

SUPPLEMENT TO PARAGRAPH 10

WILLIAMS MOVING & STORAGE, INC. - PURCHASE - 3 RIVERS RELOCATION SERVICES, INC.

BANKRUPTCY COURT ORDER APPROVING SALE

By Order, dated May 4, 2005, the Bankruptcy Court approved the sale to Parks Moving & Storage, Inc. ("Parks") of various assets of Transferor, including the PUC Operating Rights involved in this transfer application. A copy of the Sale Order is attached as Exhibit "B" to the Agreement of Sale, which Agreement is attached to the transfer application as Supplement to Paragraph 12(a)(1). In accord with Section G of the Sale Order, Parks has assigned all of its interest in the operating rights to Transferee, and Transferee has been designated by Parks as the entity to which the Operating Rights shall be transferred.

Supplement to paragraph 12(a)(1)

WILLIAMS MOVING & STORAGE, INC. - PURCHASE - 3 RIVERS RELOCATION SERVICES, INC.

AGREEMENT OF SALE

Attached is a copy of the signed Agreement of Sale between Transferee Williams Moving & Storage, Inc and Transferor 3 Rivers Relocation Services, Inc.

## AGREEMENT OF SALE

This Agreement of Sale (hereinafter referred to as "Agreement") is made this 18<sup>th</sup> day of May, 2005, between 3 Rivers Relocation Services, Inc., a Pennsylvania corporation (hereinafter referred to as "SELLER"), with a principal place of business located at 2300 North Main Street, Washington, Pennsylvania 15301, and Williams Moving & Storage, Inc., a Pennsylvania corporation (hereinafter referred to as "BUYER"), with a principal place of business located at 740 Commonwealth Drive, Warrendale, Pennsylvania 15086.

### I. PREMISES

A. SELLER is engaged in the general freight and household goods moving and storage business, and SELLER holds under its former name of Best Moving & Storage, Co., a Certificate of Public Convenience issued by the Pennsylvania Public Utility Commission (hereinafter referred to as "PUC") at Docket No. A-00107776 (hereinafter referred to as "Operating Rights"). A copy of the Operating Rights is attached hereto as Exhibit "A".

B. BUYER is engaged in the general freight and household goods moving and storage businesses and holds a PUC Certificate of Public Convenience at Docket No. A-00119007.

C. SELLER has agreed to sell, and BUYER has agreed to buy, all of SELLER's PUC Operating Rights, which shall be transferred to BUYER free and clear of all liens, encumbrances, security interests and other claims.

D. BUYER and certain entities affiliated with BUYER have filed voluntary petitions for relief in consolidated bankruptcy proceedings under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. Section 101, et seq. ("Bankruptcy Code"), which are pending in the United States Bankruptcy Court for the Western District of Pennsylvania at Case No. 03-29784.

E. By Order dated May 4, 2005 ("Sale Order"), the Bankruptcy Court approved the sale to Parks Moving & Storage, Inc. ("Parks") of various assets of SELLER including the Operating Rights. A copy of the Sale Order is attached hereto as Exhibit "B". In accord with Section G of the Sale

Order, Parks has assigned all of its interest in the Operating Rights to BUYER and BUYER has been designated by Parks as the entity to which the Operating Rights shall be transferred. A copy of the Parks' Assignment and Designation is attached hereto as Exhibit "C".

F. This transaction involves the sale of the PUC Operating Rights and will require the prior approval of the PUC. BUYER and SELLER will file and diligently prosecute an application to secure the PUC's approval of the transfer of the Operating Rights.

G. BUYER and SELLER are entering into this Agreement for the purpose of setting forth the terms and conditions of this transaction.

## **II. TERMS AND CONDITIONS**

In consideration of the mutual covenants and promises contained in this Agreement, the parties agree, represent and warrant as follows:

1. **PURCHASE AND SALE OF OPERATING RIGHTS.** Subject to the terms and conditions of this Agreement, BUYER hereby agrees to purchase, and SELLER hereby agrees to sell, free and clear of (i) all mortgages, security interests, conditional sale or other title retention agreements, rights of first refusal, options, pledges, liens, judgments, demands, encumbrances, set offs, recoupments, defenses, easements, restrictions or charges of any kind or nature, and (ii) all debts arising in any way in connection with any acts or omissions of SELLER, any claims (as that term is defined in Section 101(5) of the Bankruptcy Code) against SELLER arising on or prior to the Closing and obligations, demands, guarantees, options, rights, contractual commitments, restrictions, interests and matters of or against SELLER of any kind and nature, whether matured or unmatured, liquidated or unliquidated, whether known or unknown, and whether legal or equitable in nature or otherwise, including, without limitation, any PUC assessments. Pursuant to the Sale Order, which is attached hereto as Exhibit "B", any and all liens, claims, interests and encumbrances are released, terminated and discharged as to the Operating Rights and shall attach instead to the proceeds of the sale of the

Operating Rights. A copy of the PUC Operating Rights issued to SELLER at Docket No. A-00107776 is attached hereto as Exhibit "A".

2. **PRICE AND PAYMENT.** The purchase price for the Operating Rights is Five Thousand (\$5,000.00) Dollars.

3. **APPLICATION FOR APPROVAL.**

3.1 The parties acknowledge and agree that this transaction, which involves the sale and transfer of the Operating Rights, will require the prior approval of the PUC. BUYER's counsel will prepare the PUC application to transfer the Operating Rights from SELLER to BUYER and, within twenty (20) days after the date that this Agreement is executed, SELLER will sign the transfer application, and promptly return it to BUYER's counsel for filing with the PUC.

3.2 BUYER and SELLER will supply such information as may be required, attend hearings, present testimony, and otherwise cooperate to the end that approval of this transaction may be secured.

3.3 BUYER shall pay all filing fees with respect to prosecution of the transfer application. Each party shall pay all of its own costs and expenses in connection with this transaction, including, but not limited to, attorney's fees.

4. **APPROVAL OF APPLICATION SUBJECT TO RESTRICTIONS.** It is the intention of the parties that BUYER will purchase all of the Operating Rights of SELLER. In the event the PUC, by its final Order, should approve the transfer application subject to conditions which restrict, delete or cancel any of the Operating Rights, or limit their use by BUYER in any way, BUYER shall have the option to appeal the Order pursuant to the provisions set forth in Paragraph 7 of this Agreement. If the appeal is denied, BUYER shall have the right to assign all of its rights and obligations under this Agreement to a third party so that the third party may proceed to file a new transfer application in order to resolve any problems or issues involved in the PUC's denial of the transfer of the Operating Rights to BUYER. SELLER agrees to cooperate with any such third party in the same manner that SELLER is required under this Agreement to cooperate with BUYER in securing the PUC's approval of the transfer of the Operating Rights.

5. **DENIAL OF THE APPLICATION.** In the event the PUC, by its final Order, should deny approval of the transfer application or dismiss the transfer application, BUYER shall be entitled to exercise its appeal rights as set forth in Paragraph 7 of this Agreement. If BUYER elects to appeal the PUC Order and the appeal is denied, BUYER shall have the right to assign all of its rights and interest under this Agreement to a third party so that the Operating Rights may continue in existence and be transferred to a third party. SELLER agrees to cooperate with any such third party in the same manner that SELLER is required under this Agreement to cooperate with BUYER in securing the PUC's approval of the transfer application.

6. **FICTITIOUS NAME.** SELLER has assigned to BUYER all right, title and interest of SELLER in and to SELLER's corporate name. SELLER hereby agrees to sign any and all documents necessary in order that BUYER may secure authorization to conduct operations under SELLER's corporate name. This would include, but not be limited to, SELLER signing a Consent to Appropriation of Name. BUYER shall be responsible for paying all filing fees in connection with any fictitious name registration.

7 **APPEAL.**

7.1 In the event the PUC, by its final Order, should deny the transfer application, or if the PUC grants the application subject to conditions which restrict, delete or cancel any of the Operating Rights, either party may seek judicial review of the PUC's Order. The party electing to seek judicial review shall pay all expenses incurred in connection with the appeal, excluding the counsel fees of the other party. If the final Order of the PUC denying the application is approved by an Order of Court, which is either final and not appealable or is not appealed in a timely manner, BUYER may exercise its right under this Agreement to assign to a third party all of its right, title and interest in the Operating Rights.

7.2 For the purposes of this Agreement, the terms "final Order" shall be defined as an Order of the PUC issuing a final decision on the transfer application or, in the case of denial of the transfer application, upon the expiration of the period permitted by the PUC's Rules of Practice and Regulations or by the PUC Order, whichever time period is greater, within which petitions for rehearing, reargument or reconsideration may be filed, or upon a denial of any such

petitions, if filed; and in the case of approval of such application, the effective date of the Order of approval, unless stayed by the PUC or by a Court.

8. **NO ASSUMPTION OF LIABILITIES.** Except as specifically set forth in the Asset Purchase Agreement as approved by the United States Bankruptcy Court for the Western District of Pennsylvania, Case No. 03-29784, BUYER and its affiliated companies do not assume responsibility for any claims, debts, judgments or other liabilities or obligations of SELLER by reason of this Agreement.

9. **REMEDIES UPON DEFAULT.**

The parties acknowledge that the remedy of law for any material breach or threatened material breach of any of the provisions of this Agreement shall be inadequate. Accordingly, the parties covenant and agree that each party, in addition to any other rights or remedies which it may have, shall be entitled to equitable and injunctive relief from any Court of competent jurisdiction to restrain the other party from any violation or threatened violation of this Agreement. Such right to obtain injunctive relief may be exercised, at the option of either party, concurrently with, prior to, after, or in lieu of the exercise of any other rights or remedies which the party may have as a result of any such breach or threatened breach of this Agreement.

10. **NEGOTIATED TERMS.** The terms of this Agreement are the subject of negotiation between the parties, and the parties intend and agree that, in the event of a dispute, the terms and conditions of this Agreement should be construed and interpreted without regard to which party drafted and prepared this Agreement, or which party drafted the particular provision that may be in dispute.

11. **RIGHTS OF SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest, assigns and legal representatives.

12. **CLOSING.** This transaction will be consummated on the Closing Date, which shall be the day selected by agreement of the parties within a period of twenty (20) days after the effective date of the final Order approving the transfer application, or the twentieth (20<sup>th</sup>) such day if no other day is selected and agreed upon by the parties. Closing shall be held at a time and place mutually convenient to the parties.



13. **NOTICES.** Any notices, demands or other communications delivered or tendered under this Agreement shall be in writing and shall be sufficient if sent by registered or certified mail, with return receipt requested, to the parties, with a copy to the respective party's counsel, at the addresses shown below:

**SELLER:**

3 THREE RIVERS RELOCATION SERVICES, INC.  
C/O CAMPBELL & LEVINE, LLC  
1700 GRANT BUILDING  
PITTSBURGH, PA 15219  
ATTN: MARK W. DUMARS,  
RESTRUCTURING OFFICER  
FACSIMILE (412) 261-5006

**BUYER:**

WILLIAMS MOVING & STORAGE, INC.  
740 COMMONWEALTH DRIVE  
WARRENDALE, PA 15086  
ATTN: BARTON B. WILLIAMS, PRESIDENT  
FACSIMILE (724) 776-0049

**WITH A COPY TO:**

CAMPBELL & LEVINE, LLC  
1700 GRANT BUILDING  
PITTSBURGH, PA 15219  
ATTN: ERIK SOBKIEWICZ  
FACSIMILE (412) 261-5006

WICK, STREIFF, MEYER,  
O'BOYLE & SZELIGO, P.C  
1450 TWO CHATHAM CENTER  
PITTSBURGH, PA 15219  
ATTN: HENRY M. WICK, JR.  
DAVID M. O'BOYLE  
FACSIMILE (412) 261-3783

14. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument.

15. **AMENDMENT.** This Agreement may be amended or modified in whole or in part only by agreement in writing executed by all parties hereto and making specific reference to this Agreement.

16. **SEVERABILITY.** In the event that any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired; provided, however, that to the extent permitted by applicable law, any invalid, illegal, or

unenforceable provision may be considered for the purpose of determining the intent of the parties in connection with the other provisions of this Agreement.

17. **PARAGRAPH HEADINGS**. The headings referring to the contents of paragraphs of this Agreement are inserted for convenience and are not to be considered as part of this Agreement nor a limitation on the scope of the particular paragraphs to which they refer.

### **III. EXECUTION**

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Agreement of Sale by their duly authorized representatives on the day and year first above written.

**BUYER:**

**SELLER:**

WILLIAMS MOVING & STORAGE, INC.

3 RIVERS RELOCATION SERVICES, INC.

By: B B Williams By: Mark W. DuMars

Name: Barton B. Williams Name: Mark W. DuMars

Title: President Title: Restructuring Officer

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
Harrisburg, PA 17120

Public Meeting held February 11, 1988

Commissioners Present:

- Bill Shane, Chairman
- William H. Smith, Vice-Chairman
- Linda C. Taliaferro
- Frank Fischl

Application of Best Moving & Storage Co., a corporation of the Commonwealth of Pennsylvania, for the transfer to it of part of the rights authorized under the certificate issued at A-00059285, P. 2, to Haugh and Keenan Transportation Co., a corporation of the Commonwealth of Pennsylvania, subject to the same limitations and conditions.

A-00107776

Vuono, Lavelle & Gray, by John A. Vuono for the applicant.

ORDER

BY THE COMMISSION:

This matter comes before the Commission by an application filed on October 7, 1987, and published in the Pennsylvania Bulletin of November 7, 1987. There are no protests and the record is now certified to the Commission for its decision without oral hearing.

Best Moving & Storage Co. (applicant) is a Pennsylvania corporation chartered under the date of June 13, 1983, having its principal place of business located at West Pike Street, Meadowlands, Washington County. The corporation is authorized to issue 10,000 shares of stock with a par value of \$1.00 each. To date, 100 shares have been issued, all of which are held by Virginia M. Fife, president and a director of the corporation.

In addition to Ms. Fife, other officers of the corporation are Thomas M. Cowden, vice president; Elizabeth A. Fife, secretary; and Charles W. Fife, treasurer. Thomas Cowden and Charles Fife are also directors. The applicant is affiliated with Fife Moving & Storage Co., which holds authority from this Commission at A-00094528. Virginia M.

Fife, owner of all of the issued and outstanding stock of the applicant, is also a stockholder and officer of Fife Moving & Storage Co. Charles W. Fife and Elizabeth A. Fife are also president and treasurer respectively, of Fife Moving & Storage Co.

The applicant holds no other authority from this Commission but does hold authority from the I.C.C. at MC-133584. It owns two moving vans with which the service under the authority sought herein will be provided. A pro forma balance sheet indicates that at the institution of this application, the applicant had total assets of \$32,100 (including \$25,000 cash) with total liabilities of \$22,900, leaving a net worth of \$9,200.

Haugh and Keenan Transportation Co. (transferor) has held a common carrier certificate from this Commission since March 26, 1941. Essentially, the authority consists of seven individual rights which authorize the transportation of household goods and office furniture in use. Five of the rights permit service in and around the Allegheny County area and from Allegheny County to other points in Pennsylvania, and are the subject rights sought by the applicant. The two remaining rights which will be retained by the transferor, permit similar service but limited to the city and county of Philadelphia and within an airline radius of 50 miles of the City Hall in Philadelphia.

The transferor is a Pennsylvania corporation operating from its principal place of business at 5879 Centre Avenue in the city of Pittsburgh. Its stockholders, Henry, Richard and Robert Kirshenbaum are residents of New Rochelle, New York. The corporation has been very active in the household goods moving business, having generated revenues of \$198,631 in 1984, \$161,379 in 1985, and \$55,604 in 1986.

We have evidence in the transferor's record that it is no longer in business. Its annual report for the year ended December 31, 1986, bears a notation to the effect that operations ceased in July of 1986. Further, in keeping with established policy in all transfer applications, an Enforcement Officer of this Commission routinely investigated the current operations of the transferor on November 13, 1987.

The investigation revealed that on November 13, 1987, the transferor's facilities at 5879 Centre Avenue, Pittsburgh, were vacant. It was determined through various contacts, including the applicant, that the transferor's contact in Pennsylvania is the law firm of Vuono, Lavelle & Gray in Pittsburgh, who also represent the applicant herein. The officer reports that "The transferor is not operating as they had lost their business. Operations ceased between six and eight months ago. The facilities have been sold and they are no longer in business".

EXHIBIT "A"

In spite of the foregoing, the transferor is in good standing with this Commission. It has timely filed all reports and satisfied all due assessments. We have evidence of current insurance coverage on file. It avers that any unpaid business debts will be paid out of current assets or, if necessary, out of proceeds from the instant sale of authority. We have no information pertaining to the transferor's intended disposition of the authority it will retain.

Pursuant to the terms of an agreement of sale dated July 22, 1987, the applicant will pay the transferor the sum of \$20,000 for that portion of the applicant's operating authority previously described herein. No other tangible assets are involved. The sum of \$1,000 has been placed in an interest bearing escrow account, with the remaining \$19,000 to be paid within 30 days after the effective date of the final order approving the application.

#### DISCUSSION AND FINDINGS

The transferor, Haugh and Keenan Transportation Co., has held household goods and office furniture moving authority from this Commission for approximately 46 years. It has provided uninterrupted service to the public until some time in July of 1986, at which time it apparently ceased operations.

Territorially, the transferor's operating authority focuses on the Allegheny and Philadelphia County areas. It is the Allegheny County authority which it proposes to sell and have transferred to Best Moving & Storage Co. The Philadelphia area authority would be retained.

The evidence of record strongly indicates that the transferor has not recently exercised its authority and, in fact, closed its Pennsylvania facilities approximately 16 months ago. We nevertheless are of the opinion that due to the lack of any evidence to the contrary, a public need for service under the authority to be transferred here continues to exist. The transferor generated revenue from the operation up to the time it terminated the business some time in July of 1986. The type of authority involved is generally in constant demand. We have no reluctance to approve the transfer of the authority based on the premise that it would be in the public interest to place the authority in the hands of a capable carrier who is anxious to provide service. We believe the applicant is well qualified.

Pertinent to the Philadelphia area authority the transferor would retain, the transferor has not submitted any evidence regarding its intentions to either conduct operations or dispose of it in any way. The authority has apparently been in a state of dormancy for more than 18 months. We deem it appropriate that the transferor show cause why its certificate and the remaining portion of the authority contained thereunder should not be cancelled.

We find:

1. That a public need for service under the authority to be transferred herein does exist.
  2. That the applicant is fit, ready, willing and able to render the service it seeks here.
  3. That approval of the application is in the public interest;
- THEREFORE,**

**IT IS ORDERED:** That the application for transfer of a portion of the rights held by Haugh and Keenan Transportation Co. at A-00059285, Folder 2, be and is hereby approved, and that a certificate be issued to the applicant granting the right to operate as follows:

1. To transport, as a Class C carrier, household goods and office furniture in use, from points in the county of Allegheny to other points in Pennsylvania and vice versa.
2. To transport, as a Class B carrier, household goods and office furniture, and equipment, in use, between points in the county of Allegheny.
3. To transport, as a Class C carrier, household goods and office furniture and equipment, in use, from points in the county of Allegheny to points within an airline distance of twenty-five (25) statute miles of the City-County Building, in the city of Pittsburgh, Allegheny County.

HHG

with the above Rights 1, 2 and 3, subject to the following condition:

That no right, power or privilege is granted to make package deliveries from stores.

4. To transport, as a Class D carrier, furniture, fixtures, equipment and the property of stores, offices, museums, libraries, laboratories, hospitals, institutions or other establishments, when a part of the stock, equipment or supplies of such stores, offices, museums, libraries, laboratories, hospitals, institutions or other establishments, in connection with a removal from one location to another and requiring specialized handling on specialized equipment usually employed in moving household goods; and articles, including objects of art, displays, musical instruments and exhibits which, because

of their unusual nature or value, require the specialized handling and equipment usually employed in moving household goods, from points in the county of Allegheny to other points in Pennsylvania, and vice versa;

subject to the following conditions:

FIRST: That the service herein authorized is limited to deliveries to the home, establishments or places of business of the ultimate users thereof.

SECOND: That no right, power or privilege is granted to transport new pianos, except as presently authorized.

5. To transport, as a Class D carrier, business machines and equipment of the Xerox Corporation, and materials and supplies manufactured, sold, leased, distributed or dealt in by the said corporation, between points in the county of Allegheny and from points in said county to points in Pennsylvania on and west of U.S. Highway Route 15, and vice versa.

subject to the following conditions:

FIRST: That no right, power or privilege is granted to transport equipment, materials and supplies except when the equipment, materials and supplies move in connection with a pickup or delivery of one or more business machines.

SECOND: That no right, power or privilege is granted to transport property which, because of size or weight requires the use of special equipment such as winch trucks or winch tractors, pole or extendible trailers or caryalls or which requires a permit from the Department of Transportation of the Commonwealth of Pennsylvania because of size or weight.

with all of the above subject to the following general conditions:

1. That the approval hereby given is not to be understood as committing the Commission, in any proceedings that may be brought before it for any purpose, to fix a valuation on the rights to be acquired by applicant from the

present certificate holder equal to the consideration to be paid therefor, or equal to any value that may be placed thereon by applicant, or to approve or prescribe rates sufficient to yield a return thereon.

2. That applicant shall not record in its utility accounts any amount representing the rights herein granted in excess of the actual cost of such rights to the original holder thereof.
3. That the applicant charge to Account 1550, Other Intangible Property, \$20,000, being the amount of the consideration payable by it for the rights and going concern value attributable thereto; less any amount recorded under condition 2 above.
4. That the certificate holder shall comply with all of the provisions of the Public Utility Code as now existing or as may hereafter be amended, and 52 Pa. Code §31, as now existing or as may hereafter be amended, and any other rules and regulations as may hereafter be prescribed by the Commission. Failure to comply shall be sufficient cause to suspend, revoke or rescind the rights and privileges conferred by the certificate.
5. That the certificate holder shall not transfer, sell or in any way convey any of its outstanding capital stock to any individual, partnership, corporation or any entity, without the prior filing of an application and approval thereof by the Commission under 66 Pa. C.S.A. §1102(3).

IT IS FURTHER ORDERED: That the applicant shall not engage in ~~any other public utility~~ public utility is associated with the regulations of this Commission relative to the filing and acceptance of evidence of insurance and a tariff establishing just and reasonable rates.

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 the authority granted herein, to the extent that it duplicates authority now held by or subsequently granted to the carrier, shall not be construed as conferring more than one operating right.



IT IS FURTHER ORDERED: That issuance of the certificate be withheld pending receipt of the 1987 Annual Report of the transferor.

IT IS FURTHER ORDERED: That upon compliance with this order, the Rights numbered 1, 2, 3, 4 and 5 herein are currently held by the transferor, Haugh and Keenan Transportation Co., at A-00059285, Folder 2, be cancelled and the record marked closed.

BY THE COMMISSION,

*Jerry Rich*  
Jerry Rich  
Secretary

(SEAL)

ORDER ADOPTED: February 11, 1988

ORDER ENTERED: FEB 17 1988

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

In re:

Chapter 11

FIFE MOVING & STORAGE CO., et al.,

Jointly Administered at  
Case No. 03-29784

Debtors.

Judge Judith K. Fitzgerald

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FIFE MOVING & STORAGE CO., 3 RIVERS  
RELOCATION SERVICES, INC., WERNER  
DONALDSON MOVING SYSTEMS, INC.,  
CHARLES W. FIFE and VIRGINIA M. FIFE,

Docket No. 676

Movants,

vs.

NORTHSIDE BANK; SKY BANK;  
COMMUNITY BANK, N.A.; FIRST  
COMMONWEALTH BANK; INTERNAL  
REVENUE SERVICE; PENNSYLVANIA  
DEPT. OF REVENUE; PENNSYLVANIA  
DEPT. OF LABOR & INDUSTRY; FRANCIS  
L. KING, WASHINGTON COUNTY  
TREASURER; WASHINGTON COUNTY  
TAX CLAIM BUREAU; AND ALLIED VAN  
LINES,

Respondents.

ORDER UNDER 11 U.S.C. §§ 105 AND 363 APPROVING (I) ASSET  
PURCHASE AGREEMENT; (II) SALE FREE AND CLEAR OF ALL LIENS,  
CLAIMS, INTERESTS AND ENCUMBRANCES; AND (III) EXTENDING  
TO PURCHASER BENEFITS OF BANKRUPTCY CODE § 363(m)

This matter having come on for hearing (the "Sale Hearing") on May 4, 2005, upon the  
motion (the "Sale Motion") of Fife Moving & Storage Co., 3 Rivers Relocation Services, Inc.,  
Werner Donaldson Moving Systems, Inc. and Charles W. Fife and Virginia M. Fife (collectively,  
the "Debtors") styled "Motion of Fife Moving & Storage Co., 3 Rivers Relocation Services, Inc.,

Werner Donaldson Moving Systems, Inc. and Charles W. Fife and Virginia M. Fife for an Order Pursuant to Bankruptcy Code § 363 (i) Approving the Terms of the Asset Purchase Agreement among the Debtors and Parks Moving & Storage, Inc.; (ii) Authorizing the Sale of Assets Free and Clear of All Liens, Claims and Encumbrances; and (iii) Extending to Purchaser Benefits of Bankruptcy Code § 363(m); and the Court having entered an Order, ~~dated April 2005~~ prescribing the form and manner of notice thereof and approving bidding procedures related to the sale (the "Procedures Order"); and the Court having reviewed the pleadings, considered the bids submitted, afforded all parties a reasonable opportunity to bid and hear such representations of counsel, arguments, evidence and objections as were appropriate under the circumstances,

NOW, THEREFORE, based upon all of the evidence, including evidence proffered or adduced at the Sale Hearing held in connection with the Sale Motion, objections and representations and argument of counsel in connection with the Sale Hearing, and upon the entire record of the Sale Hearing and of the Debtors' chapter 11 cases, and after due deliberation thereon, and good cause appearing therefor,

IT IS HEREBY FOUND, CONCLUDED AND DETERMINED THAT:

- A. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Rule 7052 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any finding of fact shall later be determined to be a conclusion of law, it shall be so deemed and vice versa.
- B. This Court has jurisdiction to hear and determine the Sale Motion pursuant to 28 U.S.C. §§157 and 1334.
- C. Venue of this proceeding is proper pursuant to 28 U.S.C. §1409(a).

D. Determination of the Sale Motion is a core proceeding under 28 U.S.C. §§ 157(b)(2)(A) and (N). The statutory predicates for the relief granted herein are §§ 105 and 363 of the Bankruptcy Code, and Bankruptcy Rules 2002, 6004 and 9014.

E. Proper, timely, adequate and sufficient notice of the Sale Motion and the Sale Hearing has been provided in accordance with all applicable law, including without limitation, Section 102(1) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 9014 and the Procedures Order, and no other or further notice of the Sale Motion, the Sale Hearing, or the entry of this Order (the "Sale Order") is required. The Debtors' marketing efforts, advertising and solicitations conducted in connection with the sale were appropriate and reasonable to obtain the highest and best price for the Offered Assets (as that term is defined in the Sale Motion).

F. A reasonable opportunity to bid, to object and to be heard regarding the relief requested in the Sale Motion has been afforded to all creditors, parties in interest and other entities.

G. The highest and best offer for the Offered Assets is the offer made by Parkes Moving and Storage, Inc. (the "Buyer") for the sum of \$ 4,250,000 (the "Purchase Price").

The Purchase Price is fair and reasonable and constitutes fair consideration and reasonably equivalent value under the Bankruptcy Code and applicable state law, and it is therefore in the best interest of Debtors, their creditors and their estates that the Court enter this Sale Order

authorizing the relief sought in the Sale Motion. *Title may be taken in the name(s) of designee(s) of Buyer.*

H. Upon the issuance of this Sale Order, (i) the Debtors have full corporate power and authority, and are directed forthwith, to execute and deliver the Asset Purchase Agreement in substantially the form *attached to the Sale Motion* (the "APA"), and all other documents contemplated thereby and the sale of the Offered Assets to Buyer by the Debtors shall be deemed

*attached to the Sale Order*

to have been duly and validly authorized by all necessary corporate action of the Debtors; and (ii) the Debtors have all the corporate power and authority necessary to consummate the transactions contemplated by the APA.

I. The Debtors have presented good and sufficient business justification in the Sale Motion to support the sale of the Offered Assets pursuant to § 363 of the Bankruptcy Code.

J. As a condition to the purchase of the Offered Assets by the Buyer, the Buyer requires that the Offered Assets be sold free and clear of all liens, claims, interests and encumbrances and that Buyer have no liability for any liabilities of the Debtors except those specified in the APA. The Buyer will not enter into and consummate the sale, thus adversely affecting the Debtors' estates, if the sale to the Buyer is not free and clear of all liens, claims, interests and encumbrances of the Debtors or if the Buyer would be liable for liabilities of the Debtors other than those it specifically assumed under the APA

K. The sale of the Offered Assets is being consummated in good faith in accordance with Abbot's Dairies of Pennsylvania, Inc., 788 F.2d 143 (3d Cir. 1986). The Buyer is purchasing the Offered Assets in good faith within the meaning of Section 363(m) of the Bankruptcy Code for the purpose of consummating the transactions contemplated by the APA at any time after the entry of this Sale Order.

L. The Buyer shall be entitled to take the Offered Assets free and clear of any claim of successor liability, as ordered below, based upon the facts that: (i) the Corporate Debtors' employees who are to be hired by the Buyer are being hired under new employment contracts or other arrangements to be entered into or to become effective at or after the transactions contemplated by the APA close; and (ii) no common identity of incorporators, organizers, officers or directors exists between the Corporate Debtors and the Buyer.

M. The Debtors have good title to the Offered Assets, and immediately prior to the sale and transfer of such Offered Assets to the Buyer, aver that such Offered Assets are property of the Debtors' estates under Section 541 of the Bankruptcy Code. The sale and transfer of the Offered Assets contemplated by the APA (i) are or will be legal, valid and effective transfers of property of the Debtors' estates to the Buyer, and (ii) vest or will vest the Buyer with all right, title and interest in and to the Offered Assets free and clear of all liens, claims, encumbrances and interests under Sections 363(f) and 105 of the Bankruptcy Code.

N. All of the provisions of this Sale Order are nonseverable and mutually dependent.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED

THAT:

1. The Sale Motion is approved as to the Buyer as provided herein.
2. Any capitalized term in this Sale Order not otherwise defined herein shall have the meaning ascribed to it in the APA.
3. All objections to the Sale Motion or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of rights included therein, are overruled on the merits.
4. The terms and conditions of the APA are hereby approved in all respects. Pursuant to the provisions of Sections 105 and 363 of the Bankruptcy Code, the Debtors are hereby authorized and directed to sell the Offered Assets to the Buyer, free and clear of all liens, claims, interests and encumbrances. The Purchase Price is \$ 4,250,000 in cash (subject to adjustment for prorations as set forth in the APA).
5. By the issuance of this Sale Order, the Debtors are authorized and directed to execute and deliver, and empowered and directed fully to perform under, consummate and

implement, the APA, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the APA, and to take all further actions as may be requested by the Buyer for the purpose of assigning, transferring, granting, conveying and conferring to the Buyer, or reducing to the Buyer's possession, any or all of the Offered Assets, or as otherwise may be necessary or appropriate to the performance of the obligations as contemplated by the APA.

6. Upon payment of the Purchase Price and satisfaction of all conditions precedent set forth in the APA (the "Closing") and pursuant to Sections 105(a) and 363(f) of the Bankruptcy Code, the Offered Assets shall be transferred to the Buyer free and clear of (i) all mortgages, security interests, conditional sale or other title retention agreements, rights of first refusal, options, pledges, liens, judgments, demands, encumbrances, setoffs, recoupments, defenses, easements, restrictions or charges of any kind or nature, if any; and (ii) all debts arising in any way in connection with any acts or omissions of the Debtors, any claims (as that term is defined in Section 101(5) of the Bankruptcy Code) against the Debtors arising on or prior to the Closing and obligations, demands, guaranties, options, rights, contractual commitments, restrictions, interests and matters of or against any of the Debtors of any kind and nature, whether arising prior to or subsequent to the commencement of this case, whether matured or unmatured, liquidated or unliquidated, whether known or unknown, and whether imposed by agreement, understanding, law, equity or otherwise, including without limitation, any claim based upon successor liability (whether statutory or otherwise) and those claims of the kind specified in Sections 502(g), 502(h) and 502(i) of the Bankruptcy Code (collectively, "Liens and Claims"). All Liens and Claims shall be released, terminated and discharged as to the Offered Assets and

shall attach to the proceeds of the sale paid by the Buyer, in the order of their priority, with the same validity, force and effect which they now have as against the Offered Assets.

7. All persons and entities holding Liens and Claims of any kind and nature against the Debtors or with respect to the Offered Assets, are hereby barred, restrained and enjoined from asserting such Liens and Claims against the Offered Assets or the Buyer, its successors, designees or assigns, or its respective affiliates, shareholders, members, officers, representatives, agents, directors or trustees.

8. Upon Closing, all Liens and Claims against the Offered Assets shall, without the necessity of further action on the part of the Buyer, the Debtors or any creditor, be deemed released and discharged and shall attach to the proceeds of the sale paid by Buyer, in the order of their priority, with the same validity, force and effect which they now have as against the Offered Assets. Upon Closing, the creditors of the Debtors are authorized and directed to execute such documents and take all other actions as may be necessary to document the release of their Liens and Claims against the Offered Assets, if any, as such Liens and Claims may have been recorded or may otherwise exist.

9. This Sale Order (i) is and shall be effective, upon Closing and payment of the Purchase Price, be effective as a determination that all Liens and Claims existing on the Offered Assets before the Closing have been unconditionally released, discharged and terminated, and that the conveyance described in ordering Paragraph 5 hereof has been effected; and (ii) is and shall be binding upon and govern the acts of all entities including without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, and all other persons and entities who may



be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Offered Assets.

10. Each and every federal, state and local governmental agency or department hereby is directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the APA and this Sale Order.

11. If any person or entity that has filed financing statements or other documents or agreements evidencing an interest in the Offered Assets shall not have delivered to the Debtors prior to the Closing, in proper form for filing and execution by the appropriate parties, termination statements, instruments of satisfaction, or releases of all Liens and Claims or other interests which the person or entity has with respect to the Offered Assets, the Debtors are hereby authorized and directed to execute and file such statements, instruments, releases and other documents on behalf of Liens and Claims of the person or entity with respect to the Offered Assets.

12. All entities that are presently, or upon Closing may be, in possession of some or all of the Offered Assets are hereby directed to surrender possession of said Offered Assets to the Buyer upon Closing.

13. As of the Closing, all agreements of any kind whatsoever and all orders of this Court entered prior to the date hereof shall be deemed amended and/or modified to the extent required to permit the consummation of the transactions contemplated by the APA.

14. Except as otherwise expressly provided in the APA or related instruments, the Buyer shall have no liability or responsibility for any liability or other obligation of the Debtors arising under or related to the Offered Assets other than for the Purchase Price. Without

limiting the effect of the foregoing, the transfer of the Offered Assets does not and will not subject Buyer to any liability for Liens and Claims against the Debtors or the Offered Assets by reason of such transfer under the laws of the United States, any state, territory or possession thereof applicable to such transactions.

15. Buyer shall not be deemed, as a result of any action taken in connection with the APA, to: (i) be the successor of any of the Debtors; (ii) have, *de facto* or otherwise, merged with or into any of the Debtors; (iii) be a mere continuation or substantial continuation of any of the Debtors or the Debtors' enterprises; or (iv) except to the extent provided in the APA, be responsible for any liability of any of the Debtors or for payment of any benefit accruing to the Debtors.

16. This Court retains jurisdiction (i) to enforce and implement the terms and provisions of the APA, all amendments thereto, any waivers and consents thereunder, and each of the agreements executed in connection therewith; (ii) to compel delivery of the Offered Assets to the Buyer; (iii) to resolve any disputes arising under or related to the APA; and (iv) to interpret, implement and enforce the provisions of this Sale Order.

17. Nothing contained in any plan of reorganization (or liquidation) confirmed in these cases or the order confirming any plan of reorganization (or liquidation), nor any order entered in this case subsequent to the entry of this Sale Order (including any order dismissing the case or converting it to a Chapter 7 liquidation) shall conflict with or derogate from the provisions of the APA, any document or instrument executed in connection therewith, or the terms of this Sale Order.

18. Pursuant to Bankruptcy Code § 1146(c), the issuance, transfer, or exchange of a security, or the making or delivery of an instrument of transfer under a plan

confirmed under Section 1129 of this title, may not be taxed under any law imposing a stamp tax or similar tax.

19. The Buyer is entitled to all of the protections afforded by Section 363(m) of the Bankruptcy Code.

20. In the absence of a stay of this Sale Order, if the Buyer elects to close under the APA at any time after entry of this Sale Order but before it becomes a final Order, then, with respect to the APA, the Buyer shall be entitled to the protection of Section 363(m) of the Bankruptcy Code if this Sale Order or an authorization contained herein is reversed or modified on appeal.

21. The terms and provisions of the APA, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the APA and also together with the terms and provisions of this Sale Order, shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, their estate and creditors, and the Buyer, and its respective affiliates, successors and assigns, and any affected third parties including but not limited to all persons asserting a claim against or interest in the Debtors' estates or any of the Offered Assets to be sold to the Buyer pursuant to the APA, notwithstanding any subsequent appointment of any trustee for a Debtors under any chapter of the Bankruptcy Code, as to which trustee such terms and provisions likewise shall be binding in all respects.

22. The APA and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto in accordance with the terms thereof without further order of the Court, provided that any such modification, amendment or supplement does not materially and adversely affect the rights of Debtors.

23. As provided in Bankruptcy Rule 7062, this Sale Order shall be effective and enforceable immediately upon entry, and as provided in Bankruptcy Rule 6004(g), this Sale Order shall not be stayed during the 10-day period after its entry unless a separate stay of this Sale Order is entered by a court of competent jurisdiction.

24. Closing to occur by <sup>June 3</sup>, 2005, and (7)

Dated: Pittsburgh, Pennsylvania  
May 4, 2005

Judith K Fitzgerald  
UNITED STATES BANKRUPTCY JUDGE

(7) Debtor to file report of sale within 5 days after closing.

25. Closing officer shall disburse to Sky Bank pursuant to prior court Order and Sky Bank shall tender all titles to Buyer at closing.

26. The ~~storage contract~~ <sup>claims</sup> ~~escrow~~ shall be 5% of \$4,250,000.

27. Charles W. Dife shall be permitted to negotiate an employment <sup>ment</sup> contract with Williams Moving & Storage, Inc., ~~Buyer~~, subject to court approval.

FILED

MAY 04 2005

JUDITH K. FITZGERALD  
BANKRUPTCY JUDGE

11

SUPPLEMENT TO PARAGRAPH 12(a)(2)

WILLIAMS MOVING & STORAGE, INC. - PURCHASE - 3 RIVERS RELOCATION SERVICES, INC.

EQUIPMENT LIST

Attached hereto is a Summary which sets forth the Equipment that Transferee will utilize to conduct the proposed operations.

**WILLIAMS MOVING AND STORAGE, INC.  
SUMMARY OF EQUIPMENT**

**TRACTORS:**

2001 INTERNATIONAL	311-1896
2000 FREIGHTLINER	07-1896
1998 INETRATIONAL	309-1896
1996 INTERNATIONAL	301-1896
1993 FREIGHTLINER	03-1896

**STRAIGHT TRUCKS:**

2001 FREIGHTLINER	802-1896
2000 FREIGHTLINER	801-1896
2000 FREIGHTLINER	803-1896

**TRAILERS:**

2002 KENTUCKY	02-1896
2002 KENTUCKY	04-1896
2000 KENTUCKY	302-1896
1999 KENTUCKY	306-1896
1999 KENTUCKY	308-1896
1999 STOUGHTON	310-1896
1998 KENTUCKY	304-1896

SUPPLEMENT TO PARAGRAPH 12(a)(3)

WILLIAMS MOVING & STORAGE, INC. - PURCHASE - 3 RIVERS RELOCATION SERVICES, INC.

PUC OPERATING AUTHORITY TO BE TRANSFERRED/RETAINED

By this application, Transferee seeks to acquire all of the PUC Operating Rights issued to Transferor which are as follows:

DOCKET NO. A-00107776

1. To transport, as a Class C carrier, household goods and office furniture in use, from points in the county of Allegheny to other points in Pennsylvania and vice versa.
2. To transport, as a Class B carrier, household goods and office furniture, and equipment, in use, between points in the county of Allegheny.
3. To transport, as a Class C carrier, household goods and office furniture and equipment, in use, from points in the county of Allegheny to points within an airline distance of twenty-five (25) statute miles of the City-County Building, in the city of Pittsburgh, Allegheny County.

with the above, That no right power or privilege is granted to make package deliveries from stores. Rights 1, 2 and 3, subject to the following condition:

4. To transport, as a Class D carrier, furniture, fixtures, equipment and the property of stores, offices, museums, libraries, laboratories, hospitals, institutions or other establishments, when a part of the stock, equipment or supplies of such stores, offices, museums, libraries, laboratories, hospitals, institutions or other establishments, in connection with a removal from one location to another and requiring specialized handling on specialized equipment usually employed in moving household goods; and articles, including objects of art, displays, musical instruments and exhibits which, because of their unusual nature or value, require the specialized handling and equipment usually employed in moving household goods; from points in the county of Allegheny to other points in Pennsylvania, and vice versa;

subject to the following conditions:

FIRST: That the service herein authorized is limited to deliveries to the home, establishments or places of business of the ultimate users thereof.

SECOND: That no right, power or privilege is granted to transport new pianos, except as presently authorized.

5. To transport, as a Class D carrier, business machines and equipment of the Xerox Corporation, and materials and supplies manufactured, sold, leased, distributed or dealt in by the said corporation, between points in the county of Allegheny and from points in said county to points in Pennsylvania on and west of U.S. Highway Route 15, and vice versa.

subject to the following conditions:

FIRST: That no right, power or privilege is granted to transport equipment, materials and supplies except when the equipment, materials and supplies move in connection with a pickup or delivery of one or more business machines.

SECOND: That no right, power or privilege is granted to transport property which, because of size or weight requires the use of special equipment such as winch trucks or winch tractors, pole or extendible trailers or carryalls or which requires a permit from the Department of Transportation of the Commonwealth of Pennsylvania because of size or weight.

Note: A copy of the PUC Order granting the above authority to Transferor is attached as Exhibit "A" to the Agreement of Sale, which Agreement is attached to the transfer application as Supplement to Paragraph 12(a)(1).



SUPPLEMENT TO PARAGRAPH 12 (a)(4)

WILLIAMS MOVING & STORAGE, INC. - PURCHASE - 3 RIVERS RELOCATION SERVICES, INC.

STATEMENT OF FINANCIAL POSITION

Attached is the Balance Sheet and Income Statement for Transferee Williams Moving & Storage, Inc. for the 12 month period ending December 31, 2004

**WILLIAMS MOVING AND STORAGE, INC.  
BALANCE SHEET**

December 31, 2004

<b>ASSETS</b>		<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>	
	<b>2004</b>		<b>2004</b>
<b>CURRENT ASSETS</b>		<b>CURRENT LIABILITIES</b>	
Cash and cash equivalents	136,204	Accounts payable	72,239
Accounts receivable	19,312	Accrued wages	1,163
Prepaid expenses	2,090	Other liabilities	8,606
<b>TOTAL CURRENT ASSETS</b>	<b>157,606</b>	<b>TOTAL CURRENT LIABILITIES</b>	<b>82,008</b>
<b>OTHER ASSETS</b>		<b>STOCKHOLDERS' EQUITY</b>	
Operating rights	2,000	Common stock Class A Voting	100
		Common stock Class B Nonvoting	900
<b>TOTAL OTHER ASSETS</b>	<b>2,000</b>	Retained earnings	76,598
		<b>TOTAL STOCKHOLDERS' EQUITY</b>	<b>77,598</b>
<b>TOTAL ASSETS</b>	<b>159,606</b>	<b>TOTAL LIABILITIES AND EQUITY</b>	<b>159,606</b>

**WILLIAMS MOVING AND STORAGE, INC.**  
**STATEMENT OF INCOME**

**Year Ended December 31, 2004**

	<b>2004</b>
<b>REVENUES</b>	
Moving revenue - own rights	25,743
Moving revenue - local	37,655
Moving rev - intercity other carriers	131,628
Containers, packing & transportation	68,592
Supplementary transportation	58,772
Warehouse revenue	7,963
Commission revenue	65,513
Other operating revenue	14,430
<b>TOTAL REVENUE</b>	<b>410,296</b>
<b>OPERATING EXPENSES</b>	
Salaries and wages	66,141
Operating wages	28,277
Payroll taxes and fringe benefits	9,856
Operating expenses	43,087
Purchased transportation and labor	144,487
Administrative expenses	49,313
Claims and insurance	14,503
<b>TOTAL OPERATING EXPENSES</b>	<b>355,664</b>
<b>INCOME FROM OPERATIONS</b>	<b>54,632</b>
<b>OTHER INCOME (EXPENSE)</b>	
Other nonoperating income	6,167
<b>TOTAL OTHER INCOME (EXPENSE)</b>	<b>6,167</b>
<b>INCOME BEFORE PROVISION FOR TAXES</b>	<b>60,799</b>
<b>PROVISION FOR TAXES</b>	
Federal income tax	-
State income tax	-
<b>TOTAL PROVISION FOR TAXES</b>	<b>0</b>
<b>NET INCOME</b>	<b>\$60,799</b>

SUPPLEMENT TO PARAGRAPH 12 (a)(5)

WILLIAMS MOVING & STORAGE, INC. - PURCHASE - 3 RIVERS RELOCATION SERVICES, INC.

STATEMENT OF UNPAID BUSINESS DEBTS

Transferor is in Chapter 11 bankruptcy and the debts of Transferor shall be disposed of pursuant to the provisions of the United States Bankruptcy Code.

SUPPLEMENT TO PARAGRAPH 12(a)(6)

WILLIAMS MOVING & STORAGE, INC. - PURCHASE - 3 RIVERS RELOCATION SERVICES, INC.

STATEMENT OF SAFETY PROGRAM

Attached is a description of the Safety and Loss Control Program of Transferee Williams Moving & Storage, Inc.

**WILLIAMS MOVING AND STORAGE, INC.**  
**SAFETY AND LOSS CONTROL PROGRAM**

## **WILLIAMS SAFETY AND LOSS CONTROL POLICY**

### **Responsibility**

Williams Moving and Storage, Inc. takes the position the responsibility for safety and loss control rests with the owners, the managers and the employees of the company. It is, therefore, essential only qualified employees are assigned to perform job duties in order for an effective safety and loss control program to be maintained.

### **Minimum Safety and Loss Control Standards**

The Company has identified certain basic practices that must be performed on a regular basis in order to meet minimum safety and loss control standards. This includes the establishment of and the effective management of a Company Safety Program, which addresses:

1. Safety violation and loss control record keeping.
2. Development and distribution of a Corporate Safety Policy.
3. Driver/laborer selection and hiring procedures.
4. Employee orientation and training.
5. Employee controls and supervision.
6. Vehicle and equipment inspection and maintenance.
7. Employee motivation.
8. Occupational safety and health.
9. Accident investigation, reporting, and record keeping.
10. Safety Committee Meetings and Crew Safety Meetings.
11. Periodic inspections.

Williams will develop annual safety and loss control goals and objectives, which will be included in its corporate annual goals. These goals and objectives will address programs to maintain losses at acceptable levels. Areas where annual goals and objectives may be appropriate include the following:

1. Mayflower Transit safety performance ratings.

2. **Vehicle accident frequency by branch and by person.**
3. **Industrial injury frequency by branch and by person.**
4. **Compliance with Regulatory Agencies.**
5. **Review of safety incentive programs.**
6. **Driver/laborer recruiting and retention programs.**
7. **Efforts to improve safety awareness and professionalism of branch and department personnel.**
8. **Fuel efficiency programs.**
9. **Inspection of facilities.**
10. **Cargo claims prevention programs.**
11. **Employee motivation programs.**



## LOSS EXPERIENCE RECORDKEEPING

Effective loss control begins with a well-designed and maintained loss experience recordkeeping system. Loss exposure problems cannot be solved unless they can be properly identified. Through periodic summary and analysis of proper loss experience records, loss exposure problems such as accident frequency patterns and repeated employee involvement can be readily identified. Once identified, specific corrective action can be taken, thus reducing continued exposure.

Williams will keep a loss experience register. The use of this register will enable the company to:

1. Record and maintain a concise record of all pertinent data relating to each loss occurrence.
2. Conduct periodic summary and analysis of the recorded data to identify existing exposure problems.

## DRIVER QUALIFICATION

The Federal Highway Administration has established minimum requirements for the qualification of drivers of commercial motor vehicles. Compliance to Federal Regulations is essential in order to meet the Minimum Loss Control Standards established by Mayflower Transit and Williams.

While all driver qualification factors are important, we have identified several of the factors that are critical to our minimum loss control standards. These are:

1. Completion and execution of a driver employment or contract application. Review stability and educational background.
2. Personal Interview – Put the applicant at ease, be friendly, but businesslike. Ask straight natural questions about his or her background in trucking, type of operations they have been in and the equipment they have operated. Why did they leave past employers, and what is their attitude toward their previous employers. Note if answers indicate problems with others and difficulty in accepting supervision. Special attention should be paid to the applicant's appearance. Are they alert, neat, straight forward and genuinely interested?

Questions about past driving record. Ask them to explain accidents and traffic citations. Do they make excuses? Do they seem evasive? Has the applicant moved around a lot during the past three years? Examine their driver's license and note expiration date and any restrictions. Make a copy of the driver's license and the applicant's social security card for later reference. Ask if they have ever had their license revoked, suspended or have they had their driving privilege placed on probation. Ask the applicant if there have been any past alcohol or drug related incidents or problems.

Talk with the applicant about his physical history, but only as it relates to the job. Do they have any disabilities that might interfere with safe and efficient operation of a vehicle, or would restrict them from operation in interstate commerce?

At this point, judge if applicant shows promise. If so proceed.

3. Follow-up checks. If references are available they should be checked to validate the information given by applicants. Confirm their commercial driving experience, work history and background.
4. Motor vehicle records checks should also be done. Note number and types of accidents, traffic violations and arrests, license suspensions and or revocations. In addition, do review of safety and claims performance if that is available from previous employers (Mayflower Transit or others).
5. Completion of a thorough physical examination confirming physical fitness to operate commercial motor vehicle and move heavy furniture. The physical examination should be performed by a company selected physician:
  - a) at the time of application
  - b) following any physical or mental impairment from injury or disease
  - c) at least every two years
6. Completion of a written examination covering the Federal Highway Administration's Rules and Regulations pertaining to commercial vehicle safety. The examination is to be scored and show evidence that instructions were given to provide accurate information on incorrect responses.
7. Completion of a well-designed road driving skill test.

## MOTOR VEHICLES RECORDS

Williams requires a current motor vehicle record on:

- a. each driver applicant at time of application, and
- b. every twelve months, thereafter, and
- c. following any driver's involvement in a preventable accident.

In addition, Williams requires that all current driver files reflect a current M.V.R., and then once each year thereafter together with an annual, certified review to determine the driver's eligibility according to the criteria established by Federal and Company Regulations.

## DRIVER ELIGIBILITY REQUIREMENTS

Williams has established the eligibility requirements listed below as minimum requirements for all drivers employed or contracted to the operating companies.

1. A minimum age of twenty-one (21) years.
2. A minimum of one (1) year experience as a driver of commercial motor vehicles similar to the type of equipment utilized by the operating company.
3. Possession of a valid commercial driver's issued by the resident state of the driver.
4. No record of a driver's license suspension or revocation for more than thirty (30) days, for any reason, during the thirty-six (36) month period prior to the order of the M.V.R.
5. No record of citation or conviction for violations listed below during the thirty-six (36) month period prior to the order of the M.V.R.
  - a. Driving while under the influence of alcohol or drugs
  - b. Refusal to take a test provided for by an implied consent law.
  - c. Reckless homicide or involuntary manslaughter
  - d. Operating while under suspension or revocation
  - e. Leaving the scene of an accident or "hit and run"
  - f. Speed exhibition, contest or drag race

- g. Use of motor vehicle in the commission of a felony
  - h. Assault with motor vehicle
  - i. Reckless driving or careless endangerment
  - j. Operating a motor vehicle without the permission of the owner
  - k. Fleeing or eluding a police officer
6. No record of citations or convictions for more than four (4) motor vehicle moving violations (excluding those listed in requirement #5)
  7. Involvement in more than (2) at fault traffic accidents while operating a motor vehicle during a rolling thirty-six (36) month period
  8. Involvement in more than two (2) at fault traffic accidents and more than two (2) motor vehicle moving violations during a rolling thirty-six (36) month period
  9. Involvement in more than one (1) at fault traffic accident and more than three (3) motor vehicle moving violations during a rolling thirty-six (36) month period

## **COMPANY EQUIPMENT**

**You should furnish the new employee with a detailed explanation of how you expect him to operate and care for your equipment, our procedures and our handling requirements.**

**The employee should be thoroughly instructed in the proper use of all auxiliary equipment, such as power lift gates and any accessory he or she might have to operate.**

**It is a good idea to check him out. Watch him do it. See if he really knows what to do.**

## LOCAL, STATE, AND FEDERAL LAWS

**SPECIAL CARE** should be taken that the new employee, especially if he's going to be a driver, understands all regulations applicable to your operation and to him as the operator of the equipment.

All states regulate the operation of commercial vehicles. Laws are contained in the State Motor Vehicle Code, which may be obtained from the State Motor Vehicle Department.

Our operation is also subject to the Federal Motor Carrier Safety Regulations; the driver should be furnished with a copy of these Regulations.

## RULES OF THE ROAD

In addition to compliance with all laws, it is a sound practice to talk to drivers about professional standards beyond the scope of regulations. Include at least the following:

1. Inspection of equipment, before the trip, and on the road.
2. Watching for driving mistakes of others.
3. Adjusting speed to changing conditions instantly.
4. Yielding the right of way, always regardless of rights.
5. Do more than obey traffic laws, exercise courtesy.

Every truck on the streets or highways is the subject of thousands of eye contacts, and it is the total of these images left behind by the drivers, which shapes the public's attitudes toward his livelihood and the industry. Make drivers aware of this, and everybody will benefit.

## **DRIVER CONTROLS AND SUPERVISION**

The key to keeping track of a driver's performance and whether he is conforming with rules and regulations is the Driver Qualifications File.

Each file is established by placing in it all of the forms completed during the hiring procedures. It is maintained by dropping in to the folder any information bearing on the driver's performance. In a driver's file, it is important to include information on all traffic citations, customer and public complaints, delays, failure to report to work, physical condition and illnesses, record of accidents, material required by regulations, as well as any commendations.

The file will be reviewed at least once a year by the safety director and Operations Manager and following any accident or indication of a drop in performance.

## **PHYSICAL CONDITION**

If a driver is seriously ill or injured, to the extent that driving ability may be affected, he must be examined by a physician before returning to work. This is required by the Motor Carrier Safety Regulations.

Physical reexamination is required every two years if the driver operates under the DOT Motor Carrier Safety Regulations. Physical reexamination may be indicated for drivers involved in accidents or traffic violations:

## EMPLOYEE MOTIVATION

Pay alone does not assure a good employee attitude. Employees need to express their views and air their complaints. They also need to be recognized for doing a good job. Keep their attitudes good and they will work harder, drive safer and take care of equipment. There are two basic approaches.

## COMMUNICATION

LET YOUR employees know that they are free to talk with you or someone in a position of responsibility any time they have a problem. Such a policy will have a good effect on their attitudes, even if they never have a problem to discuss.

Be sure a management representative sees each employee, especially drivers, at least weekly to say "hello", and ask how things are. It is not necessary to bring them into the office. See them in the yard when they are checking their vehicle, visit them in the job or any place that is convenient. Let them know Williams is interested in them.

Keep employees informed of changes in company rules, policies or procedures that might affect them. Do not let them get secondhand information through the rumor mill, which always generates misinformation that leads to a bad attitude toward the job.

## RECOGNITION

When we learn through customer feedback or through personal observation that an employee is doing a good job, make certain that he or she is commended and thanked for a good job. This can be as simple as a verbal compliment or letter of recognition but such acknowledgment is essential to reinforcing positive performance. In addition, safety awards are an excellent means of recognizing good performance. If he or she has a good, safe driving record, chances are good they will qualify for the annual award bonuses.

When you give recognition, whether it is an award or a pat on the back, put it in writing and provide the wife/husband a copy. This builds his/her image in their eyes and this makes the recognition more valuable.



## ACCIDENT REPORTING

All accidents must be reported immediately to the Director of Safety or in his absence to dispatch. This will not only allow proper corrective action but also the proper reporting to insurance carriers and local state, or federal agencies as required. It is extremely important that our employees realize how critical it is to report all accidents or injuries, no matter how minor.

NOT REPRODUCIBLE

ALL INFORMATION CONTAINED  
HEREIN IS UNCLASSIFIED  
DATE 08-14-2001 BY 60322 UCBAW/STP

## WAREHOUSE SAFETY

Past experience has proven that our warehouses can be very dangerous areas for day-to-day operations. For that reason, the following guidelines are provided:

1. Access to our warehouses must be limited to essential personnel only. The fewer the people that are in the warehouse the less our exposure.
2. Only trained and certified personnel are permitted to operate a forklift. Any uncertified employee operating a forklift will be subject to immediate termination.
3. The equipment used in the warehouse, from racks to forklifts, should be inspected occasionally to ensure they are safe to use. This does not have to be a formal inspection but should be accomplished as a matter of routine in the conduct of daily business.
4. Proper facility maintenance is imperative in all warehouse areas. They should be kept clean and free of debris. Any spills should be cleaned up immediately and nothing should be placed in the aisle ways that could cause a trip of fall. Adequate lighting is also important and any burned out bulbs should be replaced immediately.

SUPPLEMENT TO PARAGRAPH 12(a)(7)

WILLIAMS MOVING & STORAGE, INC. - PURCHASE -3 RIVERS RELOCATION SERVICES, INC.

TRANSFeree'S EXPERIENCE

Transferee Williams Moving & Storage, Inc. was granted a Certificate of Public Convenience by the Commission on July 15, 2002, which authorized the transportation of property, excluding household goods in use, between points in Pennsylvania. Since that time, Transferee has operated pursuant to this grant of authority and pursuant to a grant of household goods authority issued by the Commission at Docket No. A-00119007, F.2 on or about October 10, 2002. Transferee has almost three years of experience in the household goods industry.

In addition, the sole stockholder of Transferor is Barton B. Williams, and he is also the President of the company. Mr. Williams' family has been providing transportation service by motor vehicles since about 1919. Mr. Williams has over 35 years of experience in the household goods industry, including day-to-day managerial responsibilities, marketing, sales, acquisition of equipment, employee relations and virtually every aspect of a moving company's operations.

Under the auspices of Mr. Williams, Transferee has persons involved in supervision, sales and safety, and it has equipment dedicated to providing service in the transportation of household goods in use. It is submitted that Transferee and its personnel have a wealth of knowledge and experience which will be utilized to expand Transferee's operation and provide additional service to the public, if the transfer application is approved.

SUPPLEMENT TO PARAGRAPH 12(b)(1)

WILLIAMS MOVING & STORAGE, INC. - PURCHASE - 3 RIVERS RELOCATION SERVICES, INC.

STATEMENT OF CORPORATE CHARTER PURPOSE

Transferee was incorporated pursuant to the Pennsylvania Business Corporation Law, and Transferee's corporate charter purpose authorizes it to engage in any and all lawful business.

SUPPLEMENT TO PARAGRAPH 12(b)(2)

WILLIAMS MOVING & STORAGE, INC. - PURCHASE - 3 RIVERS RELOCATION SERVICES, INC.

CORPORATE OFFICERS AND STOCKHOLDERS

The officers and stockholders of Transferee are as follows:

Barton B. Williams                      100% Stockholder and President

Dan Dominick                              Secretary/Treasurer

PENNSYLVANIA PUBLIC UTILITY COMMISSION

RECEIPT

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

DATE: 9/2/2005  
RECEIPT NO: 203569

HENRY M. WICK, ESQUIRE  
DAVID M. O'BOYLE, ESQUIRE  
1450 TWO CHATHAM CENTER  
PITTSBURGH PA 15219

IN RE: Application fees for WILLIAMS MOVING & STORAGE, INC.

Docket Number A-00119007F0002AMB..... \$350.00

REVENUE ACCOUNT: 001780-017601-102

CHECK NUMBER: 11476  
CHECK AMOUNT: \$350.00

Stephen Reed  
(for Department of Revenue)

DOCUMENT  
FOLDER

**DOCKETED**  
SEP 06 2005



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

IN REPLY PLEASE  
REFER TO OUR FILE

Wednesday, September 07, 2005

DAVID M OBOYLE ESQUIRE  
WICK STREIFF MEYER OBOYLE & SZELIGO PC  
1450 TWO CHATHAM CENTER  
PITTSBURGH PA 15219-3427

In re: Application of Williams Moving & Storage, Inc., t/a Parks-Centre Carriers,  
Parks Moving & Stroage, Fife Moving & Storage Co. and Werner  
Donaldson Moving Systems, Inc.

**THIS APPLICATION HAS BEEN ASSIGNED PUC DOCKET  
NUMBER A-00119007, F. 2, Am-B PLEASE USE THIS NUMBER  
WHEN CONTACTING THE PUC.**

To Whom It May Concern:

The application cited above has been captioned as attached and will be published in the Pennsylvania Bulletin of September 17, 2005. The application will be submitted for review provided no protests are filed on or before October 11, 2005.

If protests are filed, the Commission encourages discussion between applicants and protestants to resolve possible conflicts. Upon receipt of a protest, it is appropriate for applicants and protestants to contact each other to open a dialogue.

If protests are not withdrawn within 21 days of the protest due date as indicated above, the application will be assigned to the Office of Administrative Law Judge. Parties might be given the opportunity to participate in a voluntary mediation process.

Should all efforts to resolve protests fail, the application will be assigned to an Administrative Law Judge for hearing. Parties to the application proceeding will be advised concerning the process set for their case.



**DOCKETED**  
SEP 07 2005

*myk*

Questions concerning publication and protests may be directed to the Transportation Application Specialist below by telephoning direct 717-783-5179.

Very truly yours,

  
Mary Jo Rudy  
Transportation Application Specialist  
Bureau of Transportation & Safety

Enclosure

WILLIAMS MOVING & STORAGE INC  
TA PARKS CENTRE CARRIERS ET AL.  
740 COMMONWEALTH DRIVE  
WARRENDALE PA 15086



A-00119007, Folder 2, Am-B WILLIAMS MOVING & STORAGE, INC., T/A PARKS-CENTRE CARRIERS, PARKS MOVING & STORAGE, FIFE MOVING & STORAGE CO. AND WERNER DONALDSON MOVING SYSTEMS, INC., (740 Commonwealth Drive, Warrendale, Butler County, PA 15086), a corporation of the Commonwealth of Pennsylvania - for the amendment to its common carrier certificate, which grants the right, inter alia, to transport, by motor vehicle, household goods in use, from points in the county of Beaver, to other points in Pennsylvania, and vice versa.: SO AS TO PERMIT the transportation of household goods in use: (1) from points in the county of Allegheny to other points in Pennsylvania and vice versa; (2) between points in the county of Allegheny; and (3) from points in the county of Allegheny to points within an airline distance of twenty-five (25) statute miles of the City-County Building, in the city of Pittsburgh, Allegheny County, which is to be a transfer of all the rights authorized under the certificate issued to Best Moving & Storage, Inc., at A-00107776, F. 1, Am-A, subject to the same limitations and conditions. Attorney: David M. Boyle, Wick, Streiff, Meyer, O'Boyle & Szeligo, P.C., 1450 Two Chatham Center, Pittsburgh, PA 15219-3427.

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

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COMMON CARRIER  
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A-00119007  
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Am-B

Application of Williams Moving & Storage, Inc., t/a Parks-Centre Carriers, Parks Moving & Storage, Fife Moving & Storage Co. and Werner Donaldson Moving Systems, Inc., a corporation of the Commonwealth of Pennsylvania, for the amendment to its common carrier certificate, which grants the right, inter alia, to transport, by motor vehicle, household goods in use, from points in the county of Beaver, to other points in Pennsylvania, and vice versa: SO AS TO PERMIT the transportation of household goods in use: (1) from points in the county of Allegheny to other points in Pennsylvania and vice versa; (2) between points in the county of Allegheny; and (3) from points in the county of Allegheny to points within an airline distance of twenty-five (25) statute miles of the City-County Building, in the city of Pittsburgh, Allegheny County, which is to be a transfer of all the rights authorized under the certificate issued to Best Moving & Storage, Inc., at A-00107776, F. 1, Am-A, subject to the same limitations and conditions.

MJR/mr

08/30/05

Application received: 05/31/05

Application docketed: 08/30/05

Protests due OCT 11 2005