

APPLICATION

A-00119007 F2 AM A



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)

for the approval of the transfer and to exercise the right

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

No. A-00094528, Folder No. \_\_\_\_\_,  
issued to

Fife Moving & Storage Co.  
(Transferor - Seller)

for transportation of household goods  
(persons - household goods)

**DOCKETED**  
AUG 29 2005  
m j

RECEIVED  
GENERAL MAIL: 17  
SECRETARY'S BUREAU

**DOCUMENT  
FOLDER**

**SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION**

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

2. Fife Moving & Storage Co.  
(Trade Name, If Any)

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

on May 18, 2005 (attach copy of stamped registration form.) (See Supplement to Paragraph 1.)  
(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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BUREAU OF  
TRANSPORTATION & SAFETY  
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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) *seller's address PO Box 516* (Address)  
*Meadowlands Farms PA 15347*

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).

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(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: B. B. Williams 5/18/05  
 Barton B. Williams, President (Date)  
 Williams Moving & Storage, Inc.

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

Transferor sign here: Mark W. DuMars 5/15/05  
 Mark W. DuMars, Restructuring Officer (Date)  
 Fife Moving & Storage Co.

(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 PARAGRAPH 2

WILLIAMS MOVING & STORAGE, INC. - PURCHASE - FIFE MOVING & STORAGE CO.

FICTITIOUS NAME REGISTRATION

On May 18, 2005, Applicant filed with the Pennsylvania Corporation Bureau an Application for Fictitious Name Registration and Consent to Appropriation of Name with respect to registering to do business under the name of Fife Moving & Storage Co. Copies of those documents, along with the cover letter forwarding those documents for filing, are attached. Upon receipt of the date-stamped Application and Consent, Transferee will forward copies of those documents to the Commission.



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

1450 TWO CHATHAM CENTER  
PITTSBURGH, PA 15219-3427

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

(412) 765-1600

FACSIMILE  
(412) 261-3783

E-MAIL  
wsmos@wsmoslaw.com

May 18, 2005

Re: Williams Moving & Storage, Inc.  
- Application for Registration of Fictitious Name  
- Fife Moving & Storage Co.  
Our File 6601.005.01

Department of State  
Corporation Bureau  
PO Box 8722  
Harrisburg, PA 17105-8722

VIA FACSIMILE 717-783-2244

Dear Sir/Madam:

Please find attached for filing the signed originals of the following documents:

1. Application for Registration of Fictitious Name whereby Williams Moving & Storage, Inc. applies for authorization to do business under the name of Fife Moving & Storage Co.
2. Consent to Appropriation of Name whereby Fife Moving & Storage Co. consents to Williams Moving & Storage, Inc. being entitled to use its name.


We request that confirmation of receipt and filing of the Application and Consent be faxed to the undersigned on the duplicate copies of the documents, which are also attached. Our Firm's fax number is (412) 261-3783.

Please charge our Firm's Account No. 20771 for the \$70.00 filing fee for the Application for Registration of Fictitious Name and for any other charges, including the facsimile charges confirming the receipt and filing of these documents.

Thank you for your cooperation and assistance in this matter. If you have any questions or if any additional information is needed, please contact the undersigned.

Very truly yours,

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

  
David M. O'Boyle

DOB/lk

Attachments

cc: Williams Moving & Storage, Inc. (w/encls.)

PENNSYLVANIA DEPARTMENT OF STATE  
CORPORATION BUREAU

Entity Number

Application for Registration of Fictitious Name

54 Pa.C.S. § 311

Name

David M. O'Boyle, Esquire

Address Wick, Streiff, Meyer, O'Boyle & Szeligo  
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.

P.C.

Fee: \$70

Filed in the Department of State on \_\_\_\_\_

\_\_\_\_\_  
Secretary of the Commonwealth

In compliance with the requirements of 54 Pa.C.S. § 311 (relating to registration), the undersigned entity(ies) desiring to register a fictitious name under 54 Pa.C.S. Ch. 3 (relating to fictitious names), hereby state(s) that:

1. The fictitious name is:

Fife Moving & Storage Co.

2. A brief statement of the character or nature of the business or other activity to be carried on under or through the fictitious name is: transportation and storage of property

3. The address, including number and street, if any, of the principal place of business (P.O. Box alone is not acceptable):

740 Commonwealth Drive Warrendale PA 15086 Butler

Number and street

City

State

Zip

County

4. The name and address, including number and street, if any, of each individual interested in the business is:

Name

Number and Street

City

State

Zip

5. Each entity, other than an individual, interested in such business is (are):

Williams Moving & Storage, Inc.	Corporation	PA
Name	Form of Organization	Organizing Jurisdiction
740 Commonwealth Drive	Warrendale	PA 15086
Principal Office Address		
740 Commonwealth Drive	Warrendale	PA 15086
PA Registered Office, if any		
Name	Form of Organization	Organizing Jurisdiction
Principal Office Address		
PA Registered Office, if any		

6. The applicant is familiar with the provisions of 54 Pa.C.S. § 332 (relating to effect of registration) and understands that filing under the Fictitious Names Act does not create any exclusive or other right in the fictitious name.

7. Optional: The name(s) of the agent(s), if any, any one of whom is authorized to execute amendments to, withdrawals from or cancellation of this registration in behalf of all then existing parties to the registration, is (are):

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IN TESTIMONY WHEREOF, the undersigned have caused this Application for Registration of Fictitious Name to be executed this

18th day of May, 2005.

Individual Signature	Individual Signature
Individual Signature	Individual Signature
Williams Moving & Storage, Inc.	Entity Name
Entity Name	Entity Name
<u>BB Williams</u>	Signature
Signature	Signature
President	Title
Title	Title

PENNSYLVANIA DEPARTMENT OF STATE  
CORPORATION BUREAU

- Consent to Appropriation of Name  
(19 Pa.Code § 17.2)  
 Consent to Use of Similar Name  
(19 Pa.Code § 17.3)

Pursuant to 19 Pa. Code § 17.2 (relating to appropriation of the name of a senior corporation) and § 17.3 (relating to use of a similar name) the undersigned association, desiring to consent to the appropriation/use of similar name of its name by another association, hereby certifies that:

1. The name of the association executing this Consent of Name is:  
Fife Moving & Storage Co.

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

(a) Number and Street	City	State	Zip	County
<u>West Pike Street Extension</u>	<u>Meadowlands,</u>	<u>PA</u>	<u>15347</u>	<u>Washington</u>

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

3. The date of its incorporation or other organization is:  
January 31, 1968

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

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

Williams Moving & Storage, Inc.

6. If Consent to Appropriation of Name, the association is about to (check one):

Change its name  Cease to do business  Withdrawal from doing business in PA  Being wound up

7. If Consent to Use of Similar Name, check box:

Indicates that the association executing this Consent to Use of Similar Name is the parent or prime affiliate of a group of associations using the same name with geographic or other designations, and that such association is authorized to and does hereby act on behalf of all such affiliated associations, including the following (see 19 Pa. Code § 17.3(c)(6)).

IN TESTIMONY WHEREOF, the undersigned association has caused this consent to be signed by a duly authorized officer thereof this

18th day of May, 2005.

Mark W. Du Mars

Signature

Restructuring Officer

Title

SUPPLEMENT TO PARAGRAPH 8(a)

WILLIAMS MOVING & STORAGE, INC. -PURCHASE - FIFE MOVING & STORAGE CO.

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 19 2002

C. Michael Stewart

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	Henry M. Wick	Address	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 8 1/2 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

Henry M Wick  
Signature

\_\_\_\_\_  
Signature

SUPPLEMENT TO PARAGRAPH 8(b)

WILLIAMS MOVING & STORAGE, INC. - PURCHASE - FIFE MOVING & STORAGE CO.

TRANSFEREE'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 - FIFE MOVING & STORAGE CO.

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 - FIFE MOVING & STORAGE CO.

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 - FIFE MOVING & STORAGE CO.

AGREEMENT OF SALE

Attached is a copy of the signed Agreement of Sale between Transferee Williams Moving & Storage, Inc. and Transferor Fife Moving & Storage Co.

## AGREEMENT OF SALE

This Agreement of Sale (hereinafter referred to as "Agreement") is made this 18<sup>th</sup> day of May, 2005, between Fife Moving & Storage Co., 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 a Certificate of Public Convenience issued by the Pennsylvania Public Utility Commission (hereinafter referred to as "PUC") at Docket No. A-00094528 (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:**

FIFE MOVING & STORAGE Co.  
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:**

WILLIAMS MOVING & STORAGE, INC.

**SELLER:**

FIFE MOVING & STORAGE CO.

By: *B. B. Williams*

Name: Barton B Williams

Title: President

By: *Mark W. DuMars*

Name: Mark. W. DuMars

Title: Restructuring Officer

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION

Prepared By *W.W.W.*  
Steno. *J.K.S.*  
Per. Check *W.W.W.*  
Record Check *W.W.W.*  
Examined and Approved

Application Docket No. 94528

Application of FIFE MOVING & STORAGE CO., a  
corporation of the Commonwealth of Pennsylvania

REPORT AND ORDER  
APPROVING TRUCKING SERVICE

BY THE COMMISSION:

This matter being before the Pennsylvania Public Utility Commission upon application of FIFE MOVING & STORAGE CO., a corporation of the Commonwealth of Pennsylvania, dated April 16, 1968, to operate motor vehicles as a common carrier, and having been duly presented in accordance with the rules of the Commission, and full investigation of the matters and things involved having been had, and it appearing that the rights granted herein are in effect a transfer of the rights which have been held by RAYMOND E. FIFE under reports, orders and certificates of public convenience issued at A. 31917, Folder 1 on April 2, 1934, Folder 2 on September 20, 1937, Folder 3 on December 5, 1938, and under report and order issued at Folder 4 on April 7, 1947, and the certificate of public convenience issued thereunder, which certificates will be subsequently cancelled, as of the date of this order upon compliance with the tariff and insurance requirements of the Commission by FIFE MOVING & STORAGE CO., a corporation of the Commonwealth of Pennsylvania, the Commission finds and determines that approval of the application limited to the following rights:

To transport, as a Class B carrier, property between points in the borough of Houston, Washington County, and within ten (10) miles by the usually traveled highways of the limits of said borough; P

subject to the following condition:

That no right, power or privilege is granted to transport locally within the city of Washington, except as hereinafter authorized.  
(Formerly A. 31917, Folder 1)

To transport, as a Class D carrier, excavated materials and road and building construction materials, such as are usually transported in dump trucks, between points not to exceed a distance of twenty-five (25) miles from point of origin to point of destination in the county of Washington. (Formerly A. 31917, Folder 2) P

To transport, as a Class D carrier, oil well machinery and supplies from points of origin to oil well leases within fifty (50) miles by the usually traveled highways of the borough of Houston, Washington County. (Formerly A. 31917, Folder 2) P

DOCKETED  
APPLICATION DOCKET

To transport, as a Class D carrier, agricultural implements from points in the borough of Houston and Canonsburg, Washington County, to farms located within fifteen (15) miles by the usually traveled highways of the limits of the said boroughs. (Formerly A. 31917, Folder 2)

To transport, as a Class D carrier, household goods and office furniture, in use, between points in the borough of Houston, Washington County, and within ten (10) miles by the usually traveled highways of the limits of said borough. (Formerly A. 31917, Folder 3)

To transport, as a Class D carrier, household goods and office furniture, in use, from points in the borough of Houston, Washington County, and within ten (10) miles by the usually traveled highways of the limits of said borough to points in Pennsylvania, and vice versa. (Formerly A. 31917, Folder 3)

To transport, as a Class D carrier, household goods and office furniture in use, between points in the borough of McDonald, Washington County, and within fifteen (15) miles by the usually traveled highways of the limits of said borough, and from points in said area to points in Pennsylvania, and vice versa; (Formerly A. 31917, Folder 4)

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

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

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

THIRD: That the accounts of the transferee shall reflect the same book values as the records of the transferor at the effective date of the transfer, any previously recorded appreciation having been deleted therefrom; provided that the 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;

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

NOW, to wit, July 8, 1968, IT IS ORDERED: That upon compliance with the requirements of the Public Utility Law relating to insurance and the filing and acceptance of a tariff establishing just and reasonable rates, a certificate of public convenience issue evidencing the Commission's approval of the right to operate as above determined.

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

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION

*George S. Bloom*

Chairman

ATTEST:

*W. K. ...*  
Secretary

**PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
Harrisburg, PA 17105-3265**

**Public Meeting held October 13, 2000**

**Commissioners Present:**

- John M. Quain, Chairman**
- Robert K. Bloom, Vice-Chairman**
- Nora Mead Brownell**
- Aaron Wilson, Jr.**
- Terrance J. Fitzpatrick**

Application of Fife Moving & Storage Co., a Pennsylvania Corporation, for the transfer of the household goods in use authority of Werner-Donaldson Moving Services, Inc. at A-00105287.

A-00094528  
F.1  
Am-D

William A. Gray for applicant.

**ORDER**

**BY THE COMMISSION:**

This matter comes before the Commission upon an application filed April 13, 2000. Public notice of the application was given in the Pennsylvania Bulletin of August 19, 2000. No protests were filed. The unopposed application is certified to the Commission for its decision without oral hearing.

**DISCUSSION AND FINDINGS:**

The applicant currently holds authority to transport household goods in use between various points in the county of Washington. Fife Moving & Storage, Inc., is domiciled in Washington, Washington County. It has held its certificate since August 5, 1968. As a currently certificated carrier, there is a presumption of fitness.

The transferor has stated it is unable to continue operating the authority. The total purchase price for the intrastate authority is \$500.00. No tangible assets are involved.

After complete review of the record, we find:

1. The applicant has the equipment and fitness to provide the proposed service.
  2. Approval of the unopposed application for transfer of the authority is necessary for the continued accommodation and convenience of the public;
- THEREFORE,**

**IT IS ORDERED:** That the application be and is hereby approved granting the following right:

To transport, as a common carrier, household goods in use, between points in the county of Allegheny, and from points in said county, to points in the county of Beaver, and vice versa;  
 subject to the following general conditions: ✓

1. That the authority granted herein to the extent that it duplicates authority now held or subsequently granted to the applicant shall not be construed as conferring more than one operating right.
2. That the approval hereby given is not to be understood as committing the Commission, in any proceeding that may be brought before it for any purpose to fix a valuation on the property and/or rights to be acquired by applicant from the present certificate holder equal to the consideration to be paid therefor, or equal to any value that may be placed thereon by the applicant, or to approve or prescribe rates sufficient to yield a return thereon.
3. That the applicant record in its Utility Account 1321 – Franchises, the actual cost of such rights recorded by the original holder thereof;
4. That the utility accounts of the transferee shall reflect the same book values for all utility property acquired as shown in the records of the transferor at the effective date of the transfer, and previously recorded depreciation having been deleted there from.
5. That the applicant charge to Account 1341 – Other Intangible property, any amount of the consideration paid for the rights and

going concern value attributable thereto in excess of the amounts recorded under condition no.2 and 3 above.

**IT IS FURTHER ORDERED:** That the applicant shall not engage in any transportation authorized by this order until the following is submitted to the Commission:

1. A tariff establishing just and reasonable rates.

**IT IS FURTHER ORDERED:** That upon compliance with the requirements herein before set forth, a certificate shall issue evidencing the Commission's approval of the right to operate as above described.

**IT IS FURTHER ORDERED:** That upon compliance with the requirements of this order, the authority granted to Werner-Donaldson Moving Services, Inc., under the certificate issued at A-00105287, shall be canceled and the record be marked closed.

**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.

**BY THE COMMISSION,**

**James J. McNulty**  
**Secretary**

**(SEAL)**

**ORDER ADOPTED: October 13, 2000**

**ORDER ENTERED: OCT 17 2000**



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

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In re:

Chapter 11

FIFE MOVING & STORAGE CO., et al.,

Jointly Administered at  
Case No. 03-29784

Debtors.

Judge Judith K. Fitzgerald

-----  
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.

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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~~ *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 this 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 \$<sup>4,250,000</sup>\_\_\_\_\_ 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 (F)

Dated: Pittsburgh, Pennsylvania  
May 4, 2005

Judith K Fitzgerald  
UNITED STATES BANKRUPTCY JUDGE

(F) 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> ~~envelope~~ 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.

JK Fitzgerald

FILED

MAY 04 2005

JUDITH K. FITZGERALD  
BANKRUPTCY JUDGE

SUPPLEMENT TO PARAGRAPH 12(a)(2)

WILLIAMS MOVING & STORAGE, INC. - PURCHASE - FIFE MOVING & STORAGE CO.

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 - FIFE MOVING & STORAGE CO.

PUC OPERATING AUTHORITY TO BE TRANSFERRED/RETAINED

By this application, Transferee Williams Moving & Storage, Inc. seeks permission from the Commission to have transferred to it all of the PUC operating rights of Transferor Fife Moving & Storage Co., which are as follows:

Docket No. A-94528:

To transport, as a Class B carrier, property between points in the borough of Houston, Washington County, and within ten (10) miles by the usually traveled highways of the limits of said borough:

Subject to the following condition:

That no right, power of privilege is granted to transport locally within the city of Washington, except as hereinafter authorized.

To transport, as a Class D carrier, excavating materials and road and building construction materials, such as are usually transported in dump trucks, between points not to exceed a distance of twenty-five (25) miles from the point of origin to the point of destination in the county of Washington.

To transport, as a Class D carrier, oil well machinery and supplies from points of origin to oil well leases within fifty (50) miles by usually traveled highways of the borough of Houston, Washington County.

To transport, as a Class D carrier, agricultural implements from points in the borough of Houston and Canonsburg, Washington County, to farms located within fifteen (15) miles by the usually traveled highway miles of the limit of the said boroughs.

To transport, as a Class D carrier, household goods and office furniture in use, from points in the borough of Houston, Canonsburg, Washington County, to farms located within fifteen (15) miles, and with ten (10) miles by the usually traveled highways of the limits of said borough to points in Pennsylvania, and vice a versa.

To transport, as a Class D carrier, household goods and office furniture in use, between points in the borough of McDonald, Washington County, and within fifteen (15) miles by the usually traveled highways of the limits of said borough, and from points in said area to points in Pennsylvania , and vice versa.

Docket No. A-00094528, F.1, Am-D:

To transport, as a common carrier, household goods in use, between points in the County of Allegheny, and from points of said county, to points in the county of Beaver, and vice a versa.

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 - FIFE MOVING & STORAGE CO.

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	1,183
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 - FIFE MOVING & STORAGE CO.

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 - FIFE MOVING & STORAGE CO.

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 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.

ALL INFORMATION IS CONFIDENTIAL

The information contained in this report is confidential and is intended for the use of the recipient only. It is not to be distributed to other personnel without the express written consent of the Director of Safety. This information is to be used for the purpose of improving safety and preventing accidents. It is not to be used for any other purpose. If you have any questions regarding this information, please contact the Director of Safety.



## 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 -FIFE MOVING & STORAGE CO.

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 - FIFE MOVING & STORAGE CO.

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 - FIFE MOVING & STORAGE CO.

CORPORATE OFFICERS AND STOCKHOLDERS

The officers and stockholders of Transferee are as follows:

Barton B. Williams	100% Stockholder and President
--------------------	--------------------------------

Dan Dominick	Secretary/Treasurer
--------------	---------------------



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

IN REPLY PLEASE  
REFER TO OUR FILE

Monday, August 29, 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 & Storage, Fife Moving & Storage Co. and  
Werner Donaldson Moving Systems, Inc.

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

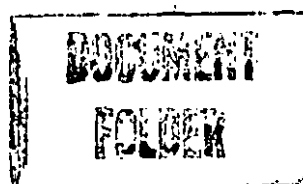
To Whom It May Concern:

The application cited above has been captioned as attached and will be published in the Pennsylvania Bulletin of September 10, 2005. The application will be submitted for review provided no protests are filed on or before October 3, 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.

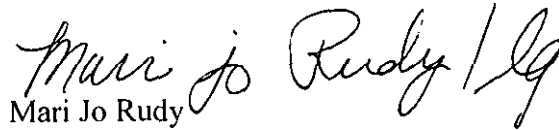


**DOCKETED**  
AUG 29 2005

*mje*

Questions concerning publication and protests may be directed to the Transportation Application Specialist below by telephoning direct 717-783-5513.

Very truly yours,

A handwritten signature in cursive script that reads "Mari Jo Rudy". The signature is written in dark ink and is positioned above the typed name.

Mari Jo Rudy  
Transportation Application Specialist  
Bureau of Transportation & Safety

Enclosure

WILLIAMS MOVING & STORAGE INC ET AL  
740 COMMONWEALTH DRIVE  
WARRENDALE PA 15086

A-00119007, Folder 2, Am-A 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) between points in the borough of Houston, Washington County, and within ten (10) miles by the usually traveled highways of the limits of said borough; (2) from points in the borough of Houston, Washington County, and within ten (10) miles by the usually traveled highways of the limits of said borough to points in Pennsylvania, and vice versa; (3) between points in the borough of McDonald, Washington County, and within fifteen (15) miles by the usually traveled highways of the limits of said borough, and from points in said area to points in Pennsylvania, and vice versa; and (4) between points in the county of Allegheny, and from points in said county, to points in the county of Beaver, and vice versa, which is to be a transfer of all the rights authorized under the certificate issued at A-00094528 to Fife Moving & Storage Co., 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**

**RECEIPT**

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

DATE: 9/2/2005  
RECEIPT NO: 203572

DAVID M O'BOYLE  
WICK, STREIFF, MEYER, O'BOYLE & SZELIGO  
1450 TWO CHATHAM CENTER  
PITTSBURGH PA 15219-3427

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

Docket Number A-00119007F0002AMA..... \$350.00

REVENUE ACCOUNT: 001780-017601-102

CHECK NUMBER: 11477  
CHECK AMOUNT: \$350.00

Stephen Reed  
(for Department of Revenue)

**DOCUMENT  
FOLDER**

**DOCKETED**  
SEP 06 2005



PENNSYLVANIA  
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

Published in Pennsylvania Bulletin SEP 10 2005

BUREAU OF TRANSPORTATION AND SAFETY  
COMMON CARRIER  
August 05

A-00119007  
F. 2  
Am-A

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) between points in the borough of Houston, Washington County, and within ten (10) miles by the usually traveled highways of the limits of said borough; (2) from points in the borough of Houston, Washington County, and within ten (10) miles by the usually traveled highways of the limits of said borough to points in Pennsylvania, and vice versa; (3) between points in the borough of McDonald, Washington County, and within fifteen (15) miles by the usually traveled highways of the limits of said borough, and from points in said area to points in Pennsylvania, and vice versa; and (4) between points in the county of Allegheny, and from points in said county, to points in the county of Beaver, and vice versa, which is to be a transfer of all the rights authorized under the certificate issued at A-00094528 to Fife Moving & Storage Co., subject to the same limitations and conditions.

MJR/mr

08/29/05

Application received: 05/31/05

Application docketed: 08/29/05

Protests due OCT 03 2005