

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

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

2002 JUL -1 AM 9:34
SECRETARY'S OFFICE
PUC

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Application of Robert Link t/d/b/a B, & K, MOVING
(Applicant/Transferee-Buyer)

for approval of the transfer and to exercise the right
as a common carrier, described at Docket
(common-contract)

No. A-103060, F.1, Folder No. N/A, issued to
Douglas Kriebel t/d/b/a Duble & Kriebel
(Transferor-Seller)

for transportation of property # HHGds
(persons-property)

PUC USE ONLY
Docket No. _____
Folder No. _____

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

1. Robert Link
(Full and correct name of applicant/transferee)

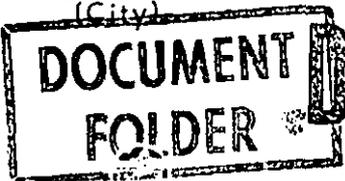
2. B&K MOVING B. & K. Moving
(Trade name, if any)

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

Commonwealth on June 3, 2002 (attach copy of stamped registration form.)
(date)

3. 1229 Ellston Road,
(Business Street Address) (P.O. Box, if any)

Havertown, DELAWARE Pa. | 19083 610-724-5190
(City) (County) (State) (Zip) (Telephone)



DOCKETED

JUL 22 2002

A-119130

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

(Name) (Address) (Telephone)

5. Any documents should be mailed to:

Transferee: Robert K. Link 1229 Ellston Rd. Havertown, Pa. 19083

(Name) (Address)

Transferor: Douglas Kriebel 805 Sullivan Dr. Lansdale, Pa. 19146

(Name) (Address)

6. Applicant _____ does not hold Pa. PUC authority under Docket Number
(does or does not)

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

7. Applicant _____ does not hold Interstate Commerce Commission authority
(does or does not)

at Docket No. _____.

8. Applicant is (check one):

Individual.

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

(Name) (Address)

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

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

10. Applicant proposes to acquire all of the operating rights now held
(all or part)
by transferor. Attach sheet describing rights to be transferred to applicant and rights to be retained by transferor, if any. If any rights are to be omitted, give reasons.

11. The reason for the transfer is the seller wishes to retire from the moving business.

12a. The following must be attached:

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

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

- Partnership Agreement.
- Trade Name registration certificate.
- Certificate of Incorporation. (Pa. Corporation only)
- Certificate of Authority. (Foreign ((out-of-state)) Corporation only)
- Statement of corporate charter purpose. (corporations only)
- List of corporate officers and stockholders. (corporations only)
- Copy of short form certificate showing date of death of transferor and name of executor or administrator/administratrix.

13. Transferor attests that all general assessments and fines are paid, that no annual reports are due 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: Robert Link 6-17-02
(Corporate Seal) Robert Link t/d/b/a B & K Movers | (Date)

Transferor sign here: Douglas Kriebel 6/25/02
(Corporate Seal) Douglas Kriebel t/d/b/a Doble & Kriebel

THIS MUST BE COMPLETED BY NOTARY PUBLIC
AFFIDAVIT OF TRANSFEROR/SELLER (Natural Person)

COMMONWEALTH OF PENNSYLVANIA :

: ss:

Montgomery County :

Douglas Kriebel, being duly sworn (affirmed) according to law,
deposes and says that the facts above set forth are true and correct; or are true and correct
to the best of his knowledge, information and belief and he expects to be able to prove the same
at the hearing hereof.

Douglas Kriebel

Signature of Affiant

Sworn and subscribed before me this 27th
day of JUNE 2002

My Commission Expires 4-26-04

Douglas Kriebel

Notarial Seal
Irene Mahoney Notary Public
Lansdale Boro. Montgomery County
My Commission Expires Apr. 27, 2004

Member, Pennsylvania Association of Notaries

Irene Mahoney
Signature of Official Administering Oath

AFFIDAVIT OF TRANSFEROR/SELLER (Corporation)

COMMONWEALTH OF PENNSYLVANIA :

: ss:

_____ County :

_____, being duly sworn (affirmed) according to law,
deposes and says that he is _____ of _____;
(Office of Affiant) (Name of Corporation)
that he is authorized to and does make this affidavit for it; and that the facts above set forth
are true and correct; or are true and correct to the best of his knowledge, information and belief
and that he expects the said _____ to be able to prove the
(Name of Corporation)
same at the hearing hereof.

Signature of Affiant

Sworn and subscribed before me this _____

day of _____ 19 _____

My Commission expires _____

Signature of Official Administering Oath

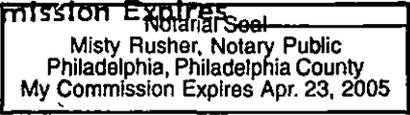
THIS MUST BE COMPLETED BY NOTARY PUBLIC
AFFIDAVIT OF TRANSFEREE/APPLICANT (Natural Person)

COMMONWEALTH OF PENNSYLVANIA :
: SS:
Delaware County :

Robert Link, being duly sworn (affirmed) according to law, deposes and says that the facts above set forth are true and correct; or are true and correct to the best of his knowledge, information and belief and he expects to be able to prove the same at the hearing hereof.

Robert Link
Signature of Affiant
Robert Link

Sworn and subscribed before me this 17th
day of June 19 2002

My Commission Expires _____

Misty Rusher, Notary Public
Philadelphia, Philadelphia County
My Commission Expires Apr. 23, 2005
Member, Pennsylvania Association of Notaries

Misty Rusher
Signature of Official Administering Oath

AFFIDAVIT OF TRANSFEREE/APPLICANT (Corporation)

COMMONWEALTH OF PENNSYLVANIA :
: SS:
_____ County :

_____, being duly sworn (affirmed) according to law, desposes and says that he is _____ of _____,
(Office of Affiant) (Name of Corporation)

that he is authorized to and does make this affidavit for it; and that the facts above set forth are true and correct; or are true and correct to the best of his knowledge, information and belief and that he expects the said _____ to be able to prove the same
(Name of Corporation)
the same at the hearing hereof.

Signature of Affiant

Sworn and subscribed before me this _____
day of _____ 19 _____

My Commission Expires _____

Signature of Official Administering Oath

EXHIBIT 1

PENNSYLVANIA PUC OPERATING AUTHORITY

OF

DOUGLAS KRIEBEL T/D/B/A DUBEL & KRIEBEL

ISSUED AT DOCKET A-00103060

AND BEING TRANSFERRED

READS AS FOLLOWS

To transport, as a Class D carrier, aircraft, household goods in use, including furniture, furnishings, store and office stock and fixtures, equipment, works of art, plants and flowers, between points in the counties of Philadelphia, Delaware, Chester, Montgomery, and Bucks, included within a line which connects the municipal boundaries of Chester, West Chester, Paoli, Norristown, Doylestown and Morrisville, but not including said places.

To transport, as a Class D carrier, aircraft, household goods in use, including furniture, furnishings, store and office stock and fixtures, equipment, works of art, plants and flowers, from points in the Counties of Philadelphia, Delaware, Chester, Montgomery, and Bucks, included within a line which connects the boundaries of Chester, West Chester, Paoli, Norristown, Doylestown and Morrisville, but not including said places to other points in Pennsylvania and vice versa.

**C. B. NEILSON
TRANSPORTATION CONSULTANT
536 Wellington Road
Norristown, Pa. 19403
(610) 275-3082**

June 29, 2002

**Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, Pa. 17105-3265**

**Re: Transfer of Douglas Kriebel t/d/ba Duble & Kriebel to
Robert Link t/d/b/a B & K Movers**

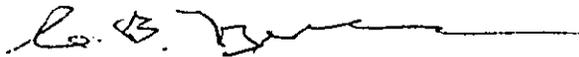
Gentlemen:

In accordance with the requirements of the Pennsylvania Public Utility Commission regulations enclosed is the original and two copies of the transfer application and other documentation seeking your approval of the transfer of operating rights held by Douglas Kriebel t/d/b/a Duble & Kriebel (A-00103060).

Also enclosed is Postal Money Order #03837222911 in the amount of \$350.00 to cover the filing fee required for this application.

Please acknowledge receipt of this application and return the duplicate of this cover letter in the enclosed self addressed stamped envelope.

Very truly yours,



**C. B. NEILSON
Transportation Consultant**

**Encl: Bank Money Order #03837222911
Transfer Application and documents
Duplicate Letter of Transmittal
Self addressed stamped envelope**

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BUREAU OF
TRANSPORTATION & SAFETY
2002 JUL - 3 AM 10:42

RECEIVED
2002 JUL - 1 AM 9:34
SECRETARY'S BUREAU



AGREEMENT OF SALE

THIS AGREEMENT made this 25th Day of May, 2002 by and between Douglas Kriebel t/d/b/a Duble & Kriebel ("SELLER") an individual and Robert Link t/d/b/a B. & K. Moving, an individual ("PURCHASER").

RECITALS

WHEREAS, SELLER is a certificated carrier of property by motor vehicle and holds operating rights issued by the Pennsylvania Public Utility Commission ("Pa PUC") and WHEREAS, SELLER has agreed to sell to PURCHASER and PURCHASER has agreed to purchase all of SELLER'S Pa PUC Operating Rights at Docket No. A-00103160 and all folders and amendments thereunder ("Operating Rights"), upon the terms and conditions set forth hereinafter;

NOW, THEREFORE, SELLER and PURCHASER, in consideration of and in reliance upon their mutual promises and the warranties, covenants, and conditions herein contained, and intending to be legally bound hereby, agree as follows:

TERMS AND CONDITIONS

1. DEFINITIONS:

1.1 "Transaction" shall mean the undertaking contemplated by the parties for the purchase and sale of the Operating Rights, including such ancillary undertakings and agreements as are referred to herein.

1.2 "Regulatory Agency" shall mean the Pa PUC, the Pennsylvania Department of Transportation, the United States Department of Transportation and other governmental agencies regulating transportation or safety or having jurisdiction over the Transaction or any part thereof.

1.3 "Order" shall mean a dispositive writing issued by a court or Regulatory Agency adjudicating the Transaction or elements thereof, or the rights, duties and liabilities of the parties or third parties with respect thereto, whether called an "order", "decision", "notice", "judgement", or by any other title.

1.4 "Final Order" shall mean an Order which by its terms is final and which has been in effect for a period of thirty (30) days and with respect to which i/ no petitions for reconsideration or rehearing or similar relief are pending as provided for in the rules of practice of the court or Regulatory Agency issuing the Order, and ii/ no appeals or suits for judicial review, for injunction, or for other judicial or administrative relief for injunctions, or for other judicial or administrative relief are pending or known to be threatened.

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TRANSPORTATION & SAFETY

1.5 The "Effective Date" of an Order shall mean i/ the date an Order of the Pa PUC is entered, or ii/ the date an Order of any court or other regulatory agency becomes effective pursuant to the rules of such court or other regulatory agency. The "Effective Date" of a Final Order shall be the date on which an Order becomes a Final Order as defined in Section 1.4.

1.6 "Application" shall mean documents filed with a court or Regulatory Agency seeking affirmative relief, such as approval or exemption of a transaction, whether call an "application", "petition", "notice", "pleading" or by any other title.

1.7 "Approval" or "Regulatory Approval" shall mean an Order issued by a Regulatory Agency with respect to the Transaction or elements thereof either i/approving, ii/ exempting from the requirements of obtaining approval, or iii/ determining that the Regulatory Agency has no jurisdiction over, the Transaction or any part thereof.

1.8 An "affiliate" of any person or entity shall mean any person, corporation, partnership, or other business organization or entity (whether now in existence or organized) which, directly or indirectly, controls, is controlled by, or is under common control with such person or entity.

1.9 "Closing" shall mean the event at which the sale and purchase of the Operating Rights shall be consummated.

2. PROPERTY TO BE SOLD AND PURCHASED:

2.1 SELLER agrees to sell to PURCHASER and PURCHASER agrees to buy from SELLER free and clear of all liens, encumbrances, security interests and other charges and claims, all of SELLER'S Pa PUC Operating Rights contained in Docket No. A-00103060 and all folders and amendments thereunder, a true and correct copy of which is described in Exhibit "1" attached hereto (the "Operating Rights").

2.2 PURCHASER does not hereby purchase SELLER'S business or any assets from SELLER other than set forth herein and PURCHASER has no intention to assume any debt, contract, lease or obligation of SELLER, except as expressly provided in this Agreement, and nothing in the Agreement shall be construed otherwise. It is understood and agreed that PURCHASER shall be under no obligation to offer continued employment to SELLER'S employees or independent contractors, and that PURCHASER does not hereby assume and shall not be liable for any liabilities of obligations payable to or with respect to any of SELLER'S employees or independent contractor.

3. PURCHASE PRICE AND PAYMENT

3.1 PURCHASER shall pay to SELLER in consideration for the Operating Rights the sum of Seventeen Thousand Five Hundred \$17,500, (Purchase Price) in the following manner

3.1.1 One Thousand Dollars (\$1,750.), herein called the "Deposit, to be paid upon execution of the Agreement to Sataloff Transportation Consultants, Inc. ("Escrow Agent") to be held in escrow pursuant to the terms of this Agreement and an escrow agreement ("Escrow Agreement"), in the form attached hereto as Exhibit "2", to be executed by parties and Escrow Agent contemporaneously with the execution of the Agreement.

3.1.2 The balance - Fifteen Thousand Seven Hundred Fifty Dollars (\$15,750) shall be paid in cash or certified funds at Closing.

4. JURISDICTION OF REGULATORY BODIES; APPLICATIONS

4.1 SELLER and PURCHASER understand and agree that the Transaction is subject the jurisdiction of the Pa PUC.

4.2 PURCHASER shall promptly cause an Application to be prepared and filed with the Pa PUC and diligently prosecuted in order to secure such Approval from the Pa PUC as necessary to permit the transfer of the Operating Rights to PURCHASER. PURCHASER shall pay all filing fees in connection with such Application.

4.3 The parties agree to furnish such documents, information and data and to sign all pleadings and papers necessary or advisable to secure Regulatory Approval and to cause such competent witnesses as may be required to attend and, if called, to testify at any proceeding scheduled by the Pa PUC.

4.4 Each party shall be responsible for payment of all fees and expenses owed their legal counsel, accountants and other witnesses arising from compliance with their respective duties and responsibilities hereunder.

5. CLOSING AND CLOSING DATE

5.1 Closing shall take place at the offices of C. B. Neilson, 536 Wellington Road, Norristown, PA 19403 _____, or at such other location mutually agreed upon by the parties, on a mutually convenient date within twenty (20) days following the Effective Date of a Final Order issued by the Pa PUC granting Approval ("Approval Date") PROVIDED, if the parties fail to select a Closing Date within said time, Closing shall be held on the thirtieth (30th) day following the Approval Date, not a legal holiday under the laws of Pennsylvania, and if a legal holiday, then on the next succeeding business day, not a Saturday, at 2:00 p.m. Provided further, that in the event the PUC Order approving the Application requires the filing of tariff adoption supplements, the closing Date shall be extended until the first mutually agreed upon date within (10) business days following issuance by the PUC of such tariff adoption supplements.

6 EVENTS AT CLOSING

6.1 Escrow Agent shall pay the Deposit to SELLER.

6.2 PURCHASER shall deliver to SELLER, in cash or certified funds, the balance of the Purchase Price, being Fifteen Thousand Seven Hundred Fifty Dollars (\$15,750).

6.3 SELLER shall deliver to PURCHASER an executed Bill of Sale in the form attached hereto as Exhibit "3", evidencing the transfer of the Operating Rights from SELLER to PURCHASER, and such other documents, including executed tariff adoption supplements, as may be reasonably required to complete the Transaction.

7. CONDITIONS TO CLOSING

7.1 The conditions of Purchaser to Close the Transaction shall be as follows:

7.1.1 A Final Order shall have been issued by the Pa PUC granting Approval

7.1.2 All of the representations, warranties and covenants of SELLER, as set forth herein, shall be true and correct in all material respects as of the signing hereof and as of the Closing Date, as if made on the Closing Date.

7.2 The conditions of Seller to Close the Transaction shall be as follows:

7.2.1 A Final Order shall have been issued by the Pa PUC granting Approval

7.2.2 All of the representations, warranties and covenants of PURCHASER, set forth herein, shall be true and correct in all material respects as of the signing hereof and as of the Closing Date, as if made on the Closing Date.

7.3 SELLER and PURCHASER hereby agree to take whatever reasonable measures as are necessary to effectuate these conditions to Closing.

8. TERMINATION

8.1 Denial Of Application. Should the Pa PUC by Final Order decline to give Approval of the Transaction, then this Agreement shall automatically terminate as of the Effective Date of said Final Order.

8.2 Material Change. In the event the Pa PUC issues a Final Order granting approval but imposes conditions which in the opinion of Purchaser materially vary or alter the terms of this Agreement, the rights of Purchaser or the scope of the Operating Rights, the Purchaser shall have the option to terminate this Agreement as of the Effective Date of said Final Order.

8.3 Effect Of Termination. If this Agreement is terminated in accordance with this Section 8, then:

8.3.1 The Deposit shall be returned to PURCHASER.

8.3.2 To the extent required, SELLER shall cause to be prepared and filed appropriate Application(s) or other document(s) with the Pa PUC in order, as appropriate, to terminate or withdraw the transfer proceedings and to rescind any Orders which would allow the authority to be transferred. The obligations and responsibilities set forth in Paragraphs 4.3 and 4.4 apply with equal effect to any proceedings initiated with respect to this subparagraph.

8.3.3 Following completion of the above conditions, neither party shall be further obligated to the other under this Agreement.

9. PURCHASER'S DEFAULT REMEDIES:

9.1 Definition of PURCHASER'S Default. Purchaser shall be in default if PURCHASER fails to make any payment required hereunder; or fails to perform any covenant required hereunder or under any of the agreements executed in connection herewith and such failure continues for a period of five (5) days after receipt of written notice from SELLER of such failure.

9.2 REMEDIES UPON DEFAULT. If purchaser is in default as defined in Paragraph 9.1 above.

9.2.1 All rights, leases, and/or licenses granted, assigned and/or transferred to PURCHASER pursuant to this Agreement shall automatically revert to and become the property of SELLER.

9.2.2 All obligations of SELLER to PURCHASER pursuant to this Agreement shall immediately cease.

9.2.3 SELLER shall, as its sole and exclusive remedy for PURCHASER'S default retain the Escrow Fund as liquidated damages for such default.

10. PURCHASER'S REMEDIES AND RIGHT TO SPECIFIC PERFORMANCE:

10.1 SELLER acknowledges that the Operating Rights are of such unique character that PURCHASER would be irreparably harmed should SELLER fail, refuse or neglect to perform the terms and conditions of this Agreement and that PURCHASER'S remedies at law for SELLER'S breach would be inadequate to compensate PURCHASER. If seller refuses or neglects to perform this Agreement or to sell the Operating Rights to PURCHASER after the conditions to Closing have been met, in addition to any other remedies PURCHASER may have, PURCHASER shall have the right to the specific performance of the Agreement and may seek from a court of proper jurisdiction an Order to compel SELLER to complete the transaction.

10.2 If SELLER fails, refuses or neglects to pay any PUC assessment in a timely fashion, PURCHASER shall have the right, in addition to any other remedies which he may to pay such assessment and credit the amount of such payment against the purchase price to be paid at Closing.

11. REPRESENTATIONS AND WARRANTIES OF SELLER:

11.1.1 SELLER'S LEGAL STATUS. Seller is an individual. Seller possesses authority to carry on its business as now being conducted, to enter into this Agreement and to observe and perform its terms, subject only to the approval of the Pennsylvania Public Utility Commission.

11.1.2 Title To Operating Rights.

SELLER has good, valid and marketable title to the Operating Rights, and the Operating Rights are not subject to any encumbrance, lien, charge or other restriction of any kind or nature, including without limitation, Pa PUC Assessments. No party in any proceeding before any United States Bankruptcy Court claims any interest in the Operating Rights or in the proceeds of any sale thereof, nor is Bankruptcy Court approval of the Transaction required.

11.1.3 Restrictive Documents. SELLER is not subject, or a party, to any charter, bylaw, mortgage, lien, lease, license, permit, agreement, contract, instrument, law, rule, ordinance, regulation, order, judgment or decree or any other restriction of any kind or character, which would prevent consummation of the Transaction or the continued operation by PURCHASER of the Operating Rights on substantially the same basis as heretofore operated.

11.1.4 Litigation. There is no action, suit, proceeding at law or in equity by any person or entity, or any arbitration or any administrative or other proceeding by or before any court, government agency or other body, pending, or to the best of SELLER'S knowledge, information and belief, threatened, against or affecting the Operating Rights or which could materially and adversely affect the right or ability of the SELLER to transfer the Operating Rights or PURCHASER to utilize them upon transfer. SELLER knows of no basis for such action, proceeding or investigation.

11.1.5 Compliance With Laws. SELLER is in compliance, in all material respects, with all applicable laws, regulations, orders, judgments and decrees in connection with its motor carrier operations and holds all necessary licenses and permits to operate its business.

11.1.6 PUC Filings. SELLER has filed all Assessment Reports, and other filings required by the PUC's regulations and procedures. SELLER shall timely complete all such future filings with the PUC relating to SELLER'S operations in Pennsylvania intrastate commerce. All PUC assessments based upon or measured by SELLER'S intrastate revenues have been paid and will hereafter be paid and borne by SELLER.

11.1.7 Broker's or Finder's Fees. Except for Claire B. Neilson, no agent, broker, person or firm acting on behalf of SELLER is, or will be, entitled to any commission, broker's fees or finder's fees in connection with the Transaction. SELLER shall be solely responsible for payment of any Commission, broker's fees or finder's fees owed to Neilson on account of the Transaction.

11.1.8 Disclosure. Nothing in this Agreement or in any schedule, exhibit, certificate or Application furnished by SELLER in accordance herewith contains or shall contain any untrue statement of a material fact necessary in order to make the statements contained herein or therein not misleading. There is no fact known to SELLER which materially and adversely affects the Operating Rights which has not been set forth in this Agreement or in any schedule, exhibit, certificate or Application furnished in connection therewith.

12. REPRESENTATIONS AND WARRANTIES OF PURCHASER

12.1 PURCHASER represents and warrants that, as of the date of this agreement and of the Closing date:

12.1.1 PURCHASER'S Legal Status.

PURCHASER is an adult individual and has the right to enter into this Agreement and to observe and perform its terms, subject only to the Approval of the Pa PUC. The execution and delivery of this Agreement and the performance of the Transaction by PURCHASER are the valid act of and fully binding upon him.

12.1.2 Restrictive Documents. PURCHASER is not subject, or a party, to any charter, bylaw, mortgage, lien, lease, license, permit, agreement, contract, instrument, law, rule, ordinance, regulations, order, judgment or decree or any other restriction of any kind or character, which would prevent consummation of the Termination.

12.1.3 Broker's or Finder's Fees. No agent, broker, person or firm acting on behalf of PURCHASER is, or will be, entitled to any commission, broker's fees or finder's fees in connection with the Transaction.

13. INDEMNIFICATION

13.1 SELLER'S Indemnification. SELLER shall indemnify and hold harmless the PURCHASER, his nominee or assignee, their affiliates and their respective officers, directors, employees and agents upon all claims and demands made upon him and/or them after the date of this Agreement against and in respect of any and all damage, deficiency or liability that the PURCHASER, his nominee or assignee, may incur, and any claim that may be made against the PURCHASER, his nominee or assignee, their affiliates or any of them, arising from or relating to any act or omission of SELLER before Closing, or resulting from any misrepresentation, breach of warranty or non-fulfillment of any agreement on the part of SELLER under this Agreement, as well as any and all actions, suits, proceedings, demands, assessments, judgments, costs and legal and other expenses incident to any of the foregoing. SELLER will reimburse PURCHASER, his assignee or nominee, on demand, for any payment made by PURCHASER at any time after Closing in respect of any liability or claim to which the foregoing indemnity relates.

13.2 PURCHASER'S Indemnification. PURCHASER shall indemnify and hold harmless the SELLER after the date of this Agreement against and in respect of any and all damage, deficiency or liability that the SELLER may incur and any claim that may be made against SELLER arising from or relating to PURCHASER'S operations pursuant to the Operating Rights from and after Closing, or resulting from any misrepresentation, breach of warranty or non-fulfillment of any agreement on the part of PURCHASER under this Agreement, as well as any and all actions, suits, proceedings, demands, assessments, judgments, costs and legal and other expenses incident to any of the foregoing. PURCHASER will reimburse SELLER, on demand, for any payments made by SELLER in respect of any liability or claim to which the foregoing indemnity relates.

13.3 Notwithstanding the foregoing, each party shall indemnify each other pursuant to this Section 13 for loss, damage or expenses only if such loss, damage or expense exceeds One Hundred Dollars (\$100.00) in the aggregate.

13.4 The indemnification provisions of this Agreement shall not preclude either party from seeking any equitable remedy available to it under law.

14. NOTICES

14.1 All notices, requests, demand and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered in person, or mailed first class postage prepaid, certified mail, return receipt requested or sent by overnight delivery service, as follows:

14.1.1 To SELLER:

Mr. Douglas Kriebel
Duble & Kriebel
805 Sullivan Drive
Lansdale, PA 19446

14.1.2: To Consulatant

Mr. C. B. Neilson
536 Wellington Road
Norristown, PA 19403

14.1.3 To PURCHASER: Mr. Robert Link
B & K Moving
1229 Ellston Road
Havertown, PA 19083

or to such other address as may be specified in writing by a party in accordance herewith except that notices of change of address shall only be effective upon receipt.

15. MISCELLANEOUS

15.1 Survival Of Representations. All representations, warranties and agreements made by the parties in this Agreement or pursuant hereto shall survive the Closing hereunder and any investigation at any time made by or on behalf of the parties.

15.2 Entire Agreement; Amendments; Parties in Interest.

This Agreement and the other agreements referred to herein, set forth the entire understanding of the parties. This Agreement shall not be changed or terminated orally, and may be modified only by a writing signed by all of the parties hereto. All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by the legal representatives, successors and assigns of the parties.

15.3 Governing Law. This Agreement is being delivered and is intended to be performed in the Commonwealth of Pennsylvania and shall be construed and enforced in accordance with the laws thereof.

15.4 Headings. The headings contained in this Agreement are for reference only and shall not affect in any way the meaning or interpretation of this Agreement.

15.5 Separability. In the event that any provision of this Agreement is found to be void, the remaining provisions of this Agreement shall, nevertheless, be binding with the same effect as though the void provision was deleted.

15.6 Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

15.7 "Corporate" Knowledge. Any reference herein to actual or constructive knowledge of a corporation shall be deemed to include the actual or constructive knowledge of its officers, directors and shareholders.

15.8 Assignment. PURCHASER shall have the right to assign this Agreement to a partnership or corporation in which PURCHASER is a partner or officer.

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

SELLER:

E. B. Nelson
Witness

Douglas Kriebel
Douglas Kriebel, Owner

PURCHASER:

E. B. Nelson
(Witness)

Robert Link
Robert Link, Owner

EXHIBIT "2"
ESCROW AGREEMENT

This agreement entered into by Robert Link t/d/b/ B & K Moving (hereinafter called "PURCHASER") and Douglas Kriebel t/d/b/a Dubel & Kriebel hereinafter called ("SELLER"), and SATALOFF TRANSPORTATION CONSULTANTS, INC. (hereinafter called ("ESCROW AGENT")) this 25th day of May, 2002.

W I T N E S S E T H:

WHEREAS, SELLER AND PURCHASER have on this date entered into an Agreement of Sale ("Agreement of Sale"), pursuant to which SELLER has agreed to sell and PURCHASER has agreed to buy from SELLER all of SELLER'S Pennsylvania Public Utility Commission operating authority, on the terms and conditions set forth in the Agreement of Sale, a copy of which has been delivered to the Escrow Agent; and

WHEREAS, the Agreement of Sale provides that Seventeen Hundred Fifty Dollars(\$1750.00) shall be deposited by PURCHASER in escrow, which funds are ultimately to be paid to SELLER or returned to PURCHASER, under the circumstances and pursuant to the terms and conditions of the Agreement of Sale and as hereafter set forth;

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

1. ESCROW AGENT:

1.1 SELLER and PURCHASER do hereby appoint and designate Sataloff Transportation Consultants, Inc. as the Escrow Agent for the purposes herein set forth. Escrow Agent shall not be held liable for any error of judgment, or for any act of omission made in good faith, or for any mistake of fact or law, or for anything which it may do or refrain from doing in connection herewith, excepting only its own gross negligence or intentional and deliberate misconduct.

2. ESCROW FUND:

2.1 At the time of execution of this Escrow Agreement, or prior thereto, PURCHASER shall pay to the Escrow Agent Seventeen Hundred Fifty Dollars (\$1750) to be held in escrow (the "Deposit"). Upon payment of the Deposit to the Escrow Agent receipt of which is hereby acknowledged, said Deposit along with any interest earned thereon shall become the escrow fund (hereafter referred to as the "Escrow Fund").

2.2 The Escrow Fund shall be deposited by Escrow Agent in an interest bearing account, in an FDIC insured bank of Escrow Agent's choice. Any interest earned upon the Escrow Fund shall be paid to Escrow Agent as compensation for its services.

3. DISPOSITION OF THE DEPOSIT:

3.1 At Closing, as defined in the Agreement of Sale, the Escrow Agent shall pay over and deliver unto SELLER the Deposit.

3.2 If the Agreement of Sale is terminated in accordance therewith, the deposit shall be paid by the Escrow Agent to PURCHASER within thirty (30) days following termination.

3.3 If PURCHASER defaults, as defined in the Agreement of Sale, within ten (10) days following SELLER'S written demand, Escrow Agent shall pay the Deposit to SELLER.

3.4 In the event the Conditions to Closing as aforesaid are met and SELLER fails or refuses to consummate the transaction, Escrow Agent shall pay the Deposit to PURCHASER within ten (10) days following its written demand.

4. WRITTEN DEMAND UPON ESCROW AGENT/NOTICES

4.1 The party making a written demand upon the Escrow Agent shall concurrently with the making of such demand, give notice to the other party in accordance with the terms of the Agreement of Sale.

4.2 Written demand upon Escrow Agent shall be deemed to have been sufficient if delivered in person, sent by registered or certified mail, postage prepaid, or sent by overnight delivery service addressed as follows:

Kenneth D. Sataloff, President
Sataloff Transportation Consultants, Inc.
P. O. Box 1385
Mt. Laurel, NJ 08054-7385

4.3 If Escrow Agent is presented with conflicting demands, Escrow Agent may refuse to make any disbursement of the Escrow Fund of the disputed amount and may hold the disputed amount until either PURCHASER and SELLER agree to a disbursement thereof or until a court of competent jurisdiction issues an order resolving the dispute.

IN WITNESS WHEREOF, this Escrow Agreement has been duly executed, by the parties hereto as of the day and year first above written.

SELLER: Douglas Kriebel t/d/b/a
DUBEL & KRIEBEL

E. B. Nelson
Witness

By: Douglas Kriebel
(Douglas Kriebel, Owner)

PURCHASER: Robert Link t/d/b/a
B & K MOVERS

E. B. Nelson
Witness

By: Robert Link
(Robert Link, Owner)

ESCROW AGENT: SATALOFF TRANSPORTATION CONSULTANTS, INC.

By: Kenneth D. Sataloff
Kenneth D. Sataloff, President

E X H I B I T "3"

BILL OF SALE

KNOW ALL MEN BY THESE PRESENT, that Douglas Kriebel t/d/b/a DUBEL & KRIEBEL, hereinafter called "SELLER" for and in consideration of the sum of Seventeen Thousand Five Hundred Dollars (\$17,500) unto it paid at or before the sealing and delivery of of these present by Robert Link t/d/b/a B & K MOVERS the receipt and sufficiency of is hereby acknowledged, has bargained and sold, and by these present does grant and convey unto Robert Link t/d/b/a B & G Movers his heirs, successors and assigns all of all of SELLER'S operating rights granted by the Pennsylvania Public Utility Commission at Docket No. A-00103060 and all Folders and Amendments thereunder (the "Rights") which are more fully described in Exhibit "A" of Agreement of Sale.

TO HAVE and TO HOLD said Rights unto Robert Link t/d/b/a B & G MOVERS, his heirs, successors and assigns, forever, free and clear of all liens, security interests and encumbrances whatsoever.

SELLER covenants, represents and warrants that no one has any legal or equitable rights in the Rights. SELLER for itself and it's successor, covenants and agrees to and with Robert Link t/d/b/a B & G MOVERS to warrant and defend the sale of said Rights hereby sold unt Robert Link t/d/b/a B & K MOVERS his heirs, successors and assigns, against all and every person and persons whatsoever, and will pay all costs, attorney fees and damages resulting from a breach of the covenants, representations and warranties provided herein.

IN WITNESS WHEREOF, Seller has hereunder executed this Bill of Sale as of the _____ day of _____, 2002

Douglas Kriebel t/d/b/a
DUBLE & KRIEBEL

BY: _____
Douglas Kriebel

LIST OF EQUIPMENT TO BE USED

Robert Link t/d/b/a B & K Moving will use ^{one} or two straight trucks at the present in it's moving business. More equipment will be added as the business increases.

RECEIVED
BUREAU OF
TRANSPORTATION & SAFETY
2002 JUL -3 AM 10:42

OPERATING AUTHORITY TO BE TRANSFERRED

To transport, as a Class D carrier, aircraft, household goods in use, including furniture, furnishings, store and office stock and fixtures, equipment, works of art, plants and flowers, between points in the counties of Philadelphia, Delaware, Chester, Montgomery, and Bucks, included within a line which connects the municipal boundaries of Chester, West Chester, Paoli, Norristown, Doylestown and Morrisville, but not including said places.

To transport, as a Class D carrier, aircraft, household goods in use, including furniture, furnishings, store and office stock and fixtures, equipment, works of art, plants and flowers, from points in the Counties of Philadelphia, Delaware, Chester, Montgomery, and Bucks, included within a line which connects the boundaries of Chester, West Chester, Paoli, Norristown, Doylestown and Morrisville, but not including said places to other points in Pennsylvania and vice versa.

STATEMENT OF FINANCIAL POSITION (Balance Sheet) As of JUNE 1, 2002

ASSETS

CURRENT ASSETS

Cash

35,800

Accounts Receivable

Notes Receivable

Other current assets (Specify)

Deposit

1,700

Total current assets

37,500

TANGIBLE ASSETS

Land

Motor Vehicle Equipment

Less: Accumulated Depreciation

Buildings and Structures

Less: Accumulated Depreciation

Investments and Funds (Specify)

Intangible Assets

Other assets (Such as advances and
idle equipment - specify)

37,500

LIABILITIES

Current Liabilities (liabilities due within one year of date)

Accounts Payable

Notes Payable

Equipment Obligations

Other Liabilities (attach schedule)

Total Current Liabilities

Long Term Liabilities (liabilities due after one year of date)

Accounts Payable

Notes Payable

Equipment Obligations

Other Liabilities (attach schedule)

Total Long Term Liabilities

Total Liabilities

Net Worth (partnerships & individuals)

37,500

OWNERS EQUITY (Corporations only)

Capital Stock (Corporations only)

Additional paid-in capital

Retained Earnings (Corporations only)

Less: Treasury Stock

Total Owner's Equity (Corporations only)

Total Liabilities & Owner's Equity

37,500

**STATEMENT OF UNPAID BUSINESS DEBTS OF TRANSFEROR
AND HOW THEY WILL BE PAID**

Transferor will pay any business debts from the proceeds of the sale of his operating authority.

STATEMENT OF SAFETY PROGRAM

LABOR: All of the labor force is either or will be trained in handling of furniture and the proper techniques in lifting and carrying equipment, furniture, etc. All personnel will know the proper way to secure a load in the vehicle used for moving.

DRIVERS: All drivers will be screened prior to employment for safe driving records and good past work references and will be required to pass a drug test as a condition of employment. All drivers are given both written and road tests to assure the employer of their ability to perform in a safe and efficient manner. Drivers are monitored on a regular basis.

EQUIPMENT: All equipment is inspected in accordance with U.S. DOT requirements as well as per daily driver checks. Equipment is on a regular preventative maintenance program (i.e., oil change, lube, brakes, tire inspection and rotation, etc.)

STATEMENT OF TRANSFEREE'S EXPERIENCE

Robert Link, the owner of B & K Moving has been employed by a moving company as a physical mover since 1985. He drove the vehicles operated by the moving company and physically helped move furniture, pianos, electrical equipment, etc from 1985 to 1998. In 1998 Mr. Link was promoted to manager of the moving company. His duties included supervising the company employees, maintenance of the company trucks, delegation of all moving jobs and duties, hiring and firing of workers and estimating jobs. When in the office he is communicating with clients, scheduling jobs, preparing schedules for the workers and doing payroll. He has been with the moving company for over 17 years and understands completely what is involved in operating a moving company. He has hands on experience of working on the vehicles and understands what is required to make a job run smoothly.

2002052-1335

JUN -3 2002

Microfilm Number

Filed with the Department of State on

Entity Number 3075637

ACTING C. Michael Stewart
Secretary of the Commonwealth

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

DSCB:54-311 (Rev 90)

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:

Robert Link t/d/b/a B.& K. Moving

1. The fictitious name is: _____

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 of household goods in use

3. The address, including number and street, if any, of the principal place of business of the business or other activity to be carried on under or through the fictitious name is (P.O. Box alone is not acceptable):

1229 Ellston Road Havertown Pennsylvania 19083 Delaware

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

Robert Link 1229 Ellston Road Havertown Pennsylvania 19083

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

Name Form of Organization Organizing Jurisdiction Principal Office Address Pa. Registered Office, if any

N/A

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):

N/A

2002052-1336

IN TESTIMONY WHEREOF, the undersigned have caused this Application for Registration of Fictitious Name to be executed
his 25th day of May 2002

(Individual Signature)

(Individual Signature)

(Individual Signature)

(Individual Signature)

Robert Link t/d/b/a B. & K. Moving
(Name of Entity)

(Name of Entity)

BY: Robert Link *Robert Link*

BY: _____

TITLE: Owner

TITLE: _____

PENNSYLVANIA PUBLIC UTILITY COMMISSION

RECEIPT

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

LINK, ROBERT
B. & K. MOVING
1229 ELLSTON ROAD
HAVERTOWN PA 19083

DATE 7/26/02
RECEIPT # 200042

IN RE: Application fees for LINK, ROBERT

Docket Number A-00119130..... \$350.00

REVENUE ACCOUNT: 001780-017601-102

CHECK NUMBER: US PMO 03837222911
CHECK AMOUNT: \$350.00

DOCKETED

JUL 31 2002

C. Joseph Meisinger
(for Department of Revenue)

DOCUMENT
FOLDER

RECEIVED
2002 JUL 30 11:10:25
SECRETARY'S BUREAU



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

IN REPLY PLEASE
REFER TO OUR FILE

Monday, July 29, 2002

ROBERT LINK
T D B A B & K MOVING
1229 ELLSTON ROAD
HAVERTOWN PA 19083

In re: Application of Robert Link, t/d/b/a B. & K. Moving.
**THIS APPLICATION HAS BEEN ASSIGNED PUC DOCKET
NUMBER A-00119130 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 August 3, 2002. The application will be submitted for review provided no protests are filed on or before August 26, 2002.

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.

Questions concerning publication and protests may be directed to the Transportation Application Specialist below by telephoning direct 717-787-5513.

Very truly yours,

DOCKETED

JUL 29 2002

Gale E. Travitz
Transportation Application Specialist
Bureau of Transportation & Safety

**DOCUMENT
FOLDER**

A-00119130 ROBERT LINK, T/D/B/A B. & K. MOVING (1229 Ellston Road, Havertown, Delaware County, PA 19083) - (1) household goods, in use, between points in the counties of Philadelphia, Delaware, Chester, Montgomery and Bucks, included within a line which connects the municipal boundaries of Chester, West Chester, Paoli, Norristown, Doylestown and Morrisville, but not including said places; (2) household goods, in use, from points in the counties of Philadelphia, Delaware, Chester, Montgomery and Bucks, included within a line which connects the municipal boundaries of Chester, West Chester, Paoli, Norristown, Doylestown and Morrisville, but not including said places, to other points in Pennsylvania, and vice versa; and (3) property, excluding household goods in use, between points in Pennsylvania; which is to be a transfer of all the rights authorized under the certificate issued at A-00103060, F. 1 to Douglas Kriebel, t/d/b/a Duple & Kriebel, subject to the same limitations and conditions.

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION**

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

Published in Pennsylvania Bulletin

AUG 03 2002

**BUREAU OF TRANSPORTATION AND SAFETY
COMMON CARRIER**

July, 02

A-00119130

Application of Robert Link, t/d/b/a B. & K. Moving, for the right to begin to transport, as a common carrier, by motor vehicle: (1) household goods, in use, between points in the counties of Philadelphia, Delaware, Chester, Montgomery and Bucks, included within a line which connects the municipal boundaries of Chester, West Chester, Paoli, Norristown, Doylestown and Morrisville, but not including said places; (2) household goods, in use, from points in the counties of Philadelphia, Delaware, Chester, Montgomery and Bucks, included within a line which connects the municipal boundaries of Chester, West Chester, Paoli, Norristown, Doylestown and Morrisville, but not including said places, to other points in Pennsylvania, and vice versa; and (3) property, excluding household goods in use, between points in Pennsylvania, which is to be a transfer of all the rights authorized under the certificate issued at A-00103060, F. 1 to Douglas Kriebel, t/d/b/a Duple & Kriebel, subject to the same limitations and conditions.

GET/gt

7/23/02

Application received: 07/01/02

Application docketed: 07/23/02

AUG 26 2002

Protests due _____