

A-00102471 F1

APPLICATION

F1 AME

LAW OFFICES

VUONO, LAVELLE & GRAY

2310 GRANT BUILDING
PITTSBURGH, PA 15219

JOHN A. VUONO
WILLIAM J. LAVELLE
WILLIAM A. GRAY
MARK T. VUONO
RICHARD R. WILSON
DENNIS J. KUSTURISS

November 6, 1984

RECEIVED (412) 471-1800

NOV 08 1984

Non-Rail Transportation
Public Utility Comm.

Re: Pitt-Ohio Express, Inc.--Purchase
(Portion)--Breman's Express Company
Docket No. A-00102471, F. LA-E
Our File 2691-9-2

By Express Mail

Mr. Barry L. Ernst
Division Chief
Entry Control Division
Bureau of Non-Rail Transportation
Pennsylvania Public Utility Commission
P. O. Box 3265
Harrisburg, PA 17120

Handwritten initials

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SECRETARY'S OFFICE
Public Utility Commission

AM-E

Dear Mr. Ernst:

On July 13, 1984, we filed with the Commission an application in behalf of Pitt-Ohio Express, Inc. (Pitt-Ohio) to purchase a portion of the Pennsylvania intrastate operating authority of Breman's Express Company (Breman's) which at that time was the debtor-in-possession in a bankruptcy proceeding in the United States Bankruptcy Court for the Western District of Pennsylvania. Simultaneously with the filing of the permanent application, we also filed an application for emergency temporary authority.

At the same time, we submitted permanent and emergency temporary authority applications for Pittsburgh-Johnstown-Altoona Express, Inc. (PJAX) to purchase a portion of the Breman's operating authority.

By order entered on August 13, 1984 at A-00102471, F. 600, the Commission granted Pitt-Ohio emergency temporary authority. Pitt-Ohio has assumed temporary operations pursuant to that authority and those operations continue at the present time. The permanent application is presently pending before the Commission and at our request publication in the Pennsylvania Bulletin was delayed because of certain developments which transpired following the filing of the initial applications.

DOCUMENT
FOLDER

Mr. Barry L. Ernst
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November 6, 1984

When the initial applications were filed, it was contemplated that Breman's would retain a portion of its Pennsylvania intrastate operating authority in order to provide primarily a truckload service in connection with the handling of iron and steel and other special commodities. Unfortunately, the financial condition of Breman's and other factors resulted in Breman's being unable to continue to provide any service under its rights and the decision was reached to liquidate the balance of the company's assets, including the remainder of its Pennsylvania PUC operating rights.

At that point, Pitt-Ohio entered into negotiations for the purchase of the balance of Breman's Pennsylvania PUC rights. Those negotiations culminated in the execution on August 31, 1984 of an amendment to the original agreement of sale dated May 9, 1984 which provides for an increase in the consideration of \$5,000 and the sale of the balance of Breman's operating rights to Pitt-Ohio. The effect of the amendment is to eliminate certain restrictions which would have been applicable to the operating authorities being transferred had Breman's continued to retain certain of its intrastate authority. Thus, the amendment has simplified the transaction since all of the Breman's rights are now being purchased by Pitt-Ohio and PJAX. The amended agreement was approved by the order of the Bankruptcy Court on October 1, 1984.

With this background, we enclose the following documents and advise you as follows:

1. Pitt-Ohio requests that the permanent-transfer application and the related emergency temporary authority application be amended to reflect the change in the scope of authority being purchased by Pitt-Ohio and the increase in consideration. In that connection, we are enclosing the following:

1.1 The signed original and two copies of the amendment of August 31, 1984 to the original purchase agreement dated May 9, 1984. Appendix B to the amendment contains the complete operating authority being purchased by Pitt-Ohio.

1.2 Three copies of the order of the Bankruptcy Court dated October 1, 1984 approving the amendment.

2. The signed original and two copies of a regular temporary authority application, attached to which is a detailed justification in support of continued temporary operations. That justification sets forth in detail the change

*what is
new appendix B?*

Mr. Barry L. Ernst
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in circumstances following the filing of the initial permanent and emergency temporary authority applications and contains as exhibits copies of the original purchase agreement, the amended agreement, all of the court orders including the latest order approving the amendment and financial statements to support the financial fitness of Pitt-Ohio. It should be noted that Appendix B to the amended agreement sets forth the complete authority now being purchased by Pitt-Ohio from Breman's.

3. We respectfully request automatic extension of the emergency temporary authority, pending Commission action on the regular temporary application and the permanent transfer application. In that connection, we are enclosing our check for \$100 to cover the filing fee for the temporary authority application and the request for extension. Also, in the event the Commission believes it necessary or appropriate, we request that it issue a supplemental order in connection with the emergency temporary authority application covering the expanded scope of operating authority set forth on Appendix B to the amendment to the purchase agreement.

4. In order to avoid duplication, we respectfully request that when notice of filing is published in the Pennsylvania Bulletin it contain the entire scope of authority being purchased by Pitt-Ohio, namely that set forth at Appendix B to the amendment of the purchase agreement.

We appreciate your continued cooperation in connection with this matter. If you require any additional information, will you please call us in order to expedite the case.

Sincerely yours,

VUONO, LAVELLE & GRAY


John A. Vuono

nd

Enclosures

cc: Pitt-Ohio Express, Inc.
Breman's Express Company
Michael J. Henny, Esq.
Stanley E. Levine, Esq.

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SEE INSTRUCTIONS ON BACK BEFORE PREPARING APPLICATION

JUL 16 1984

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Non-Rail transportation Public Utility Comm.

In re: Application of Pitt-Ohio Express, Inc.*

for approval of the transfer and the beginning of the exercise of the

right as a common carrier, described at Docket No. 80581**

Folder No. issued to Breman's Express Company

for transportation of property

TO THE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

The application of Pitt-Ohio Express, Inc.

respectfully represents.

1. That the business address of applicant is:

27th & A.V.R.R.

(Street and number)

Allegheny

(County)

Pittsburgh

(City)

PA

(State)

2. That the name of applicant's attorney is:

John A. Vuono, Esq.; Vuono, Lavelle & Gray, 2310 Grant Building, Pittsburgh,

(Name)

(Address)

PA 15219

3. That applicant is a corporation

(Individual, partnership or corporation)

That applicant, if an individual or partnership, is doing business under the trade name of

That said trade name been registered with the Secretary of the Commonwealth on

(has or has not)

(Month and day), 19

(County) County on

(Month and day)

19, in accordance with the provisions of the Fictitious Names Act of June 28, 1917, as amended.

That applicant, if a partnership, attaches hereto, as an exhibit, a copy of the partnership agreement and asserts that the names and addresses of the partners are as follows:

Name

City Address,

DOCUMENT FOLDER

DOCKETED APPLICATION DOCKET NOV 23 1984 ENTRY No.

That applicant, if a corporation, was organized under the laws of the State of Pennsylvania and attaches hereto as an exhibit a statement of its charter purpose. Applicant (if a foreign corporation) qualified to do business in Pennsylvania by registering in the office of the Secretary of the Commonwealth on (See charter purpose clause, attached as Supplement to Paragraph 3) the day of 19.

4. That applicant designates John A. Vuono, Esq.; 2310 Grant Building, Pittsburgh, PA

(Name)

(Address)

15219

as the person upon whom service of any notice, process or order of the Public Utility Commission be made for him or it.

5. That applicant now holds the following certificates of public convenience or permits (include those issued by Interstate Commerce Commission) Pa. PUC Certificate at A. 00102471; ICC Certificate of Public Convenience at MC-30136.

6. That the applicant is 21 years of age or over (Not Applicable)

(Yes)

(No)

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

Passenger-carrying vehicles (No additional equipment)

No.

Type of Body

Trucks F.I.-Act. Seating Capacity

No.

APPL. A. 102471 Gross Weight

Tractors a. 1-9-81 Gross Weight

No.

COMPL. Gross Weight

Semi-trailers Gross Weight

No.

MVIC. Gross Weight

Four-wheel trailers Gross Weight

No.

CHECKED BY

*See Explanatory Statement attached hereto.

**See Appendix B to Exhibit C.

ORIGINAL AMENDMENT "E"

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

ASSETS AND LIABILITIES OF APPLICANT: (Not Applicable)

ASSETS

Value of Real Estate\$ _____

Value of Personal Property\$ _____

LIABILITIES

Amount of Mortgages\$ _____

Amount of Judgments\$ _____

Amount of Other Liabilities\$ _____

9. That applicant now operates as a common carrier, and submits herewith as Exhibits A and B comparative "Common" or "Contract" 1982 and comparative Balance Sheet (Statement of Assets and Liabilities) as of December 31, 1983, and Income Statements (Statement of Profit and Loss) for the twelve months ended December 31, 1983 (See Instructions, Par. 3)
10. That neither applicant, its stockholders (if applicant is a corporation), nor its members (if applicant is a partnership) are in control of or affiliated with any other motor, rail, water, express or other carrier. (If applicant, its stockholders, or members are in control of or affiliated with any other carrier, explain fully below.)
(See Supplement to Paragraph 10)

11. That applicant proposes to render as a common carrier by means of motor vehicles, a portion of "Common" or "Contract" Breman's Express Company, as follows: Transferor
(See instructions, Paragraph 4.) (See Appendix B to Exhibit C attached hereto)
12. That applicant proposes to begin furnishing service immediately upon receipt of the certificate of public convenience or permit evidencing the right to do so.
13. That there are attached hereto copies of bilateral contracts between applicant and shippers (if proposed service is that of a contract carrier). (Not Applicable)
14. That the total amount of consideration to be paid is \$20,000.00. That the consideration was determined as follows: By means of arms-length negotiations with transferor, which consideration was confirmed at public hearing before the Bankruptcy Division of the United States District Court for the Western District of Pennsylvania, In the Matter of Breman's Express Company at Bankruptcy Docket No. 84-92, by order dated June 26, 1984, a copy of which is attached as Supplement Four Thousand (\$4,000) Dollars has been placed in escrow with the full consideration due in cash at the time of closing, pursuant to PUC approval. (See Exhibit C)
15. That schedules A and B, hereof, are statements of the equipment and other property to be transferred. (Not Applicable)
16. That the following exhibits are attached hereto and made a part hereof:
Exhibit C, being a copy of the sales agreement.
Exhibit D, being an itemized statement of the unpaid business debts of transferor and how they will be satisfied.
Exhibit E, being a statement of the gross common carrier intra-state operating revenue of the transferor for each of the past three years.
17. That all General Assessments which have been made against Breman's Express Company as a common Transferor carrier, and Pitt-Ohio Express, Inc. as a common carrier pursuant to Section 1201 of the Public Transferee Utility Law, have been paid or remittance is made herewith to cover such General Assessments, subject to the provisions of the agreement (Exhibit C) and the order of the Bankruptcy Court (See Explanatory Statement)
18. That Pitt-Ohio Express, Inc. hereby agrees to assume and pay any General Assessments that may Transferee be made, pursuant to Section 1201 of the Public Utility Law, against Breman's Express Company as a Transferor common carrier for any and all operating periods up to the actual date of the approval of transfer of the certificate, subject to the provisions of the agreement (Exhibit C) and the order of the Bankruptcy Court (See Explanatory Statement).

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

WHEREFORE, Transferee and Transferor pray your Honorable Commission to issue a Certificate of Public Convenience, under the provisions of the Pennsylvania Public Utility Law, evidencing its approval of

the right of the transferor to transfer and transferee to begin to exercise the right to operate motor vehicles for the transportation of persons or property as described in Paragraph 11 of this application.

Transferee sign here Pitt-Ohio Express, Inc.

Signed and dated this 13th day of July 19 84

By: Charles L. Hammel, III, President

Transferor sign here Breman's Express Company

Signed and dated this 13th day of July 19 84

By: Joseph E. Breman, Vice President

COMMONWEALTH OF PENNSYLVANIA } ss: COUNTY OF ALLEGHENY }

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

Sworn to and subscribed before me this 13th day of July 1984

CATHERINE STEIN, NOTARY PUBLIC PITTSBURGH, ALLEGHENY COUNTY MY COMMISSION EXPIRES JUNE 3, 1986 Member, Pennsylvania Association of Notaries

Catherine Stein (Signature of official authorized to administer oaths)

AFFIDAVIT OF TRANSFEROR

COMMONWEALTH OF PENNSYLVANIA } ss: COUNTY OF ALLEGHENY }

Personally appeared before me, a Notary in and for said County and Commonwealth Joseph E. Breman Vice President of Transferor and is the who being duly sworn according to law doth depose and say that he is the holder of the certificates of public convenience or permits proposed to be transferred to Pitt-Ohio Express, Inc., that the facts as contained in the foregoing application are true and correct to the best of his knowledge and belief.

Sworn to and subscribed before me this 13th day of July 19 84

CATHERINE STEIN, NOTARY PUBLIC PITTSBURGH, ALLEGHENY COUNTY MY COMMISSION EXPIRES JUNE 3, 1986 Member, Pennsylvania Association of Notaries

Catherine Stein (Signature of official authorized to administer oaths)

INSTRUCTIONS TO BE FOLLOWED IN PREPARING APPLICATION

No Application Will Be Accepted From a Minor

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

EXPLANATORY STATEMENT

This application is one of two applications being filed simultaneously with the Commission involving the proposed purchase by Pittsburgh-Johnstown-Altoona Express, Inc. (PJAX) and Pitt-Ohio Express, Inc. (Pitt-Ohio) of portions of the presently existing Pennsylvania intrastate operating authority held by Breman's Express Company (Breman's).

On January 13, 1984, an order for relief under Chapter XI of the Federal Bankruptcy Act was entered pursuant to a petition filed by Breman's in the United States District Court for the Western District of Pennsylvania, Bankruptcy Division, in the proceeding captioned In the Matter of Breman's Express Company, Case No. 84-92. Since that time Breman's has continued to operate as a debtor-in-possession in connection with the Chapter XI proceeding.

As is indicated in more detail in the justification to the corresponding temporary authority applications, for many years Breman's has been a major Pennsylvania intrastate carrier. It has provided a general property service in connection with the transportation of substantial quantities of less-than-truckload as well as truckload shipments. The very substantial nature of the Breman's service in Pennsylvania is reflected in the fact that in the year 1981 it derived total revenues from Pennsylvania intrastate service alone of \$7,063,876 of which \$4,611,777 was earned in connection with the handling of less-than-truckload shipments. As Breman's began to experience financial problems in 1982 and 1983, its revenues declined somewhat. However, it continued to offer a substantial and regular service on truckload and less-than-truckload shipments in its authorized territory. In 1982 its total gross revenues derived from Pennsylvania intrastate service were \$4,143,357 of which \$2,975,174 was earned in connection with the handling of less-than-truckload shipments. Even in the face of continued operating losses, in 1983 the company's Pennsylvania intrastate revenue was \$2,977,832 of which \$1,539,421 was derived from less-than-truckload service.

As its operating losses continued and its financial condition became more serious, Breman's was forced to make substantial cutbacks in service in an attempt to reduce its operating expenses. As a result, the company ultimately was forced to curtail its handling of less-than-truckload shipments. Thus, the shipping public which had come to rely on Breman's service for many years found itself without the LTL service of this important carrier. We understand that Breman's has continued to provide service in connection with the movement of truckload shipments, primarily of so-called special commodities within its authorized territory.

When it became apparent that Breman's could no longer provide less-than-truckload service and was not able to provide service throughout the entire scope of its authorized territory, it entered into negotiations to sell portions of its operating authorities. Those negotiations culminated in the execution of the agreement on May 9 with PJAX and Pitt-Ohio to purchase portions of Breman's authority (Exhibit C). Pursuant to the agreement, the parties are filing the following applications:

1. PJAX seeks authority to purchase that portion of the Breman's operating authority set forth at Appendix A to Exhibit C. The authority consists of the Breman's rights at Folder 2 (except Am-D) and Folder 4. The purchase price for this portion of the operating rights is \$30,000, of which \$6,000 has been placed in escrow with the full amount to be due at the time of closing pursuant to PUC approval.

2. Pitt-Ohio seeks authority to purchase that portion of the Breman's operating authority set forth at Appendix B to Exhibit C. The authority consists of the Breman's rights at Folder 2, Am-D and all of Folder 3. The purchase price for this portion of the operating rights is \$20,000, of which \$4,000 has been placed in escrow with the full amount to be due at the time of closing pursuant to PUC approval.

As shown in Exhibit C, Breman's is retaining the authority at Appendix C consisting of all of the rights owned by Breman's at Folders 6, 8 and 10.

With respect to the proposed split of operating authorities, it should be noted that with a single exception, the authorities are split on the basis of separate folders. Moreover, counsel for the parties have carefully reviewed the operating authorities and the transferees in each application have agreed to accept certain restrictions on the authorities being purchased in order to eliminate any possibility of the sale and retention of duplicating operating rights. In that connection, it should be noted that Breman's, as the debtor-in-possession in the bankruptcy proceeding, is presently operating and the continued operations of Breman's will be in the best interests of the shipping public which it has served for so many years and the creditors in the bankruptcy proceeding.

This fact is reflected in the order of the Bankruptcy Court dated June 26 confirming the sale which provides with respect to the split of the operating rights (See Supplement to Paragraph 14):

...the agreement attached to the application provides for a division of said rights such that all duplications between those being retained and those being sold have been eliminated and...the sale is in the best interests of this estate and its creditors and that the rights being retained, in the form set forth in the agreement, are necessary for an effective reorganization.

Consistent with that order, the division of the rights has been structured in such a way that Breman's will retain those authorities which it requires to continue to provide essentially a truckload special commodity type service for the shipping public in portions of its authorized territory. At the same time PJAX and Pitt-Ohio will be able to provide a complete service, including the handling of less-than-truckload shipments, in the territory encompassed by the rights which they are purchasing from Breman's. It is clear that the Bankruptcy Court recognized the necessity for splitting the rights and the importance of the approval of this transaction to Breman's and its creditors.

It should also be noted that Breman's is indebted to the Commission for past due general assessments in the sum

of approximately \$25,000. As a general creditor, the Commission does not have a priority position with respect to this obligation. However, paragraph 14 of the agreement of sale (pages 18-19 of Exhibit C) provides that if the Commission requires the payment of any such assessments or any other amounts due the Commission as a condition precedent to the consummation of the permanent applications, the transferees shall have the right to deduct from the consideration due on the final closing date, the total amount of any such general assessments or other charges and to make payment of those amounts directly to the PUC. In that connection, the third ordering paragraph of the order of the Bankruptcy Court affirming the sale of the operating rights provides as follows (See Supplement to Paragraph 14):

3. Pursuant to the aforesaid agreement, Pittsburgh-Johnstown-Altoona Express, Inc. and Pitt-Ohio Express, Inc. are hereby authorized to deduct from the consideration due to Breman's Express Company the total amount of any general assessments made pursuant to 66 Pa. C.S.A. §510 of the Pennsylvania Public Utility Code and any other charges due the Pennsylvania Public Utility Commission from Breman's Express Company and make payment of any such amounts directly to the Pennsylvania Public Utility Commission.

As indicated above, the transferees are filing contemporaneously with the permanent transfer applications, applications for temporary authority to lease from Breman's the portions of the operating rights which are the subject of the permanent applications. The transfer applications contain strong justification for approval of temporary authority including information concerning the current financial status of Breman's. Certainly, the facts supporting the justification for approval of the temporary applications apply equally to these permanent applications. Moreover, it is submitted that the permanent applications meet all of the statutory requirements for approval of such transfers and will be in the best interests of Breman's, its creditors, the Commission and the shipping public.

For all of these reasons, the parties respectfully request that the Commission promptly approve this application.

APPLICATION OF
PITT-OHIO EXPRESS, INC.

SUPPLEMENT TO PARAGRAPH 3

CORPORATE PURPOSE CLAUSE

To engage in and do any lawful act concerning any and all lawful business for which corporations may be incorporated under the Business Corporation Act of May 5, 19833, P.L. 364, as amended, and for these purposes to have, possess and enjoy all the rights, benefits and privileges of said Act of Assembly.

APPLICATION OF
PITT-OHIO EXPRESS, INC.

SUPPLEMENT TO PARAGRAPH 10

The shareholders in applicant hold certain minority interests in Hammel's Express, Inc. which holds authority from this Commission at Application Docket No. 88995.

All of the issued and outstanding stock of applicant is owned in equal shares by Charles L. Hammel, III, Robert F. Hammel and Kenneth W. Hammel who are the sons of Charles L. Hammel, Jr.

Charles L. Hammel, Jr. and his wife, Katherine A. Hammel, are the controlling shareholders in Hammel's Express, Inc. Charles L. Hammel, III, Robert F. Hammel and Kenneth W. Hammel each own minority stock interests in Hammel's Express, Inc.

Neither Charles L. Hammel, III, Robert F. Hammel nor Kenneth W. Hammel are officers or directors of Hammel's Express, Inc. None of the officers and directors of Hammel's Express, Inc. are officers or directors in Pitt-Ohio.

SUPPLEMENT TO PARAGRAPH 14

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

IN THE MATTER OF:) BANKRUPTCY DIVISION
) Proceedings for Reorganization
BREMAN'S EXPRESS COMPANY,) Under Chapter 11
)
DEBTOR.) No. 84-92

ORDER CONFIRMING SALE OF OPERATING RIGHTS

MADE at PITTSBURGH, PENNSYLVANIA, in said District this
26th day of June, 1984.

Upon consideration of the Motion to Sell Operating
Rights and after notice and a hearing,

IT APPEARING to the Court that the agreement contem-
plates the sale of portions of the Debtor's operating
rights and the retention of the remainder of those
rights;

IT FURTHER APPEARING that the agreement attached to
the application provides for a division of said
rights such that all duplications between those
rights being retained and those being sold have
been eliminated; and

IT FURTHER APPEARING that the sale is in the best
interests of this estate and its creditors, and that
the rights being retained, in the form set forth in
the agreement, are necessary for an effective re-
organization,

it is hereby

ORDERED AND DECREED as follows:

1. That the sale of certain of Breman Express Company's Public Utility Operating Rights at Certificate No. A-80581 to Pittsburgh-Johnstown-Altoona Express, Inc. and Pitt-Ohio Express, Inc. pursuant to the terms of the Agreement between the parties executed on May 9, 1984 and attached as Exhibit "1" is hereby approved and confirmed.

2. Said sale is free and clear of all liens, encumbrances, security interests and other claims.

3. Pursuant to the aforesaid agreement, Pittsburgh-Johnstown-Altoona Express, Inc. and Pitt-Ohio Express, Inc. are hereby authorized to deduct from the consideration due to Breman's Express Company the total amount of any general assessments made pursuant to 66 Pa. C.S.A. §510 of the Pennsylvania Public Utility Code and any other charges due the Pennsylvania Public Utility Commission from Breman's Express Company and make payment of any such amounts directly to the Pennsylvania Public Utility Commission.

4. The Debtor-in-Possession is hereby authorized to execute any and all documents and to take all other actions necessary to effectuate said transfer.



Gerald K. Gibson, U.S. Bankruptcy Judge

EXHIBITS A AND B

PITT-OHIO EXPRESS, INC.

COMPARATIVE FINANCIAL STATEMENTS - UNAUDITED

FOR THE

YEARS ENDED DECEMBER 31, 1983 AND 1982

JOSEPH L. BENDER, P.C.
Certified Public Accountant

1876 Stage Court
Allison Park, PA 15101
412 364-5333

The Board of Directors of
Pitt-Ohio Express, Inc.

We have reviewed the accompanying comparative balance sheet of
PITT-OHIO EXPRESS, INC.

as of December 31, 1983 and 1982, and the related statements of income, retained earnings and changes in financial position for the years then ended, in accordance with standards established by the American Institute of Certified Public Accountants. All information included in these financial statements is the representation of the management.

A review consists principally of inquiries of company personnel and analytical procedures applied to financial data. It is substantially less in scope than an examination in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with generally accepted accounting principles.

Joseph L. Bender, P.C.

Allison Park, Pennsylvania

February 16, 1984

EXHIBIT "A"

PITT-OHIO EXPRESS, INC.
COMPARATIVE BALANCE SHEET - UNAUDITED

<u>ASSETS</u>	December 31,	
	1983	1982
<u>CURRENT ASSETS</u>		
Cash in Bank	\$ 129,490	\$ 77,311
Accounts Receivable - Customers	369,405	142,395
Accounts Receivable - Other	1,325	10,134
Prepaid Items	88,778	13,775
Material & Supplies	11,427	12,911
<u>TOTAL CURRENT ASSETS</u>	<u>600,425</u>	<u>256,526</u>
<u>FIXED ASSETS AT COST</u>		
Revenue Equipment - C - D	988,441	399,055
Miscellaneous Office Equipment	20,586	211
Leasehold Improvements	None	3,188
	1,009,027	402,454
Less: Allowance for Depreciation	273,065	85,834
	<u>735,962</u>	<u>316,620</u>
<u>OTHER ASSETS</u>		
Franchises & Organization Costs - E - F	110,013	101,173
Less: Allowance for Amortization	71,076	50,841
	<u>38,937</u>	<u>50,332</u>
<u>TOTAL ASSETS</u>	<u>\$ 1,375,324</u>	<u>\$ 623,478</u>
<u>LIABILITIES AND SHAREHOLDERS' EQUITY</u>		
<u>CURRENT LIABILITIES</u>		
Equipment Obligations - C	\$ 96,847	\$ 14,336
Accounts Payable	195,365	105,368
Interline Accounts Payable	5,221	1,023
Payroll Deductions	8,883	3,241
Accrued Salaries & Wages	54,283	74,003
C.O.D.'s Payable	788	118
Accrued Taxes	18,354	8,237
Other Accrued Liabilities	72,579	30,406
Federal & State Income Taxes	80,619	18,385
<u>TOTAL CURRENT LIABILITIES</u>	<u>532,939</u>	<u>255,117</u>
<u>LONG-TERM DEBT</u>		
Equipment Obligations - Long-term - C	158,909	None
Note Payable - Other - D	80,000	28,676
<u>TOTAL LONG-TERM DEBT</u>	<u>238,909</u>	<u>28,676</u>
<u>SHAREHOLDERS' EQUITY</u>		
Common Stock	50,000	50,000
Retained Earnings	553,476	289,685
<u>TOTAL SHAREHOLDERS' EQUITY</u>	<u>603,476</u>	<u>339,685</u>
<u>TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY</u>	<u>\$ 1,375,324</u>	<u>\$ 623,478</u>

The accompanying footnotes are an integral part of these statements.
See Accountants' Review Report.

EXHIBIT "B"

PITT-OHIO EXPRESS, INC.

COMPARATIVE STATEMENT OF INCOME AND RETAINED EARNINGS - UNAUDITED

	<u>December 31,</u>	
<u>INCOME</u>	<u>1983</u>	<u>1982</u>
Freight Revenue	\$ 3,631,403	\$ 1,995,766
C.O.D. Fees	<u>4,828</u>	<u>2,520</u>
<u>TOTAL REVENUE</u>	<u>3,636,231</u>	<u>1,998,286</u>
<u>EXPENSES</u>		
Salaries - Officers	117,000	82,200
Salaries & Wages	1,026,122	522,307
Other Fringes	253,147	89,351
Operating Supplies & Expenses	559,629	338,386
General Supplies & Expenses	88,027	37,766
Operating Taxes & Licenses	74,197	54,816
Insurance	73,685	64,708
Communications & Utilities	58,635	29,911
Depreciation & Amortization	210,654	102,304
Equipment Rents & Purchased Transportation	686,352	477,085
Building & Office Equipment Rents	49,630	15,450
Miscellaneous Expenses	<u>20,135</u>	<u>17,540</u>
<u>TOTAL EXPENSES</u>	<u>3,217,213</u>	<u>1,831,824</u>
<u>NET OPERATING REVENUE</u>	419,018	166,462
<u>OTHER INCOME & EXPENSES</u>		
Interest Income	8,731	14,126
Interest Expense	<u>(7,667)</u>	<u>(4,085)</u>
<u>NET PROFIT BEFORE INCOME TAXES</u>	420,082	176,503
Federal & State Income Taxes	<u>144,712</u>	<u>39,470</u>
<u>NET INCOME</u>	275,370	137,033
<u>RETAINED EARNINGS - BEGINNING OF YEAR</u>	289,685	104,190
Officers Life Insurance Premiums	(8,827)	None
Prior Period Adjustment	<u>(2,752)</u>	<u>48,462</u>
<u>RETAINED EARNINGS - END OF YEAR</u>	<u>\$ 553,476</u>	<u>\$ 289,685</u>

The accompanying footnotes are an integral part of these statements.

See Accountants' Review Report.

EXHIBIT "C"

PITT-OHIO EXPRESS, INC.

COMPARATIVE STATEMENT OF CHANGES IN FINANCIAL POSITION - UNAUDITED

	<u>December 31,</u>	
<u>SOURCE OF WORKING CAPITAL</u>	<u>1983</u>	<u>1982</u>
Net Income	\$ 275,370	\$ 137,033
Depreciation of Fixed Assets	190,419	65,627
Amortization of Covenant	None	16,442
Amortization of Organization Expense	235	235
Amortization of Operating Rights	<u>20,000</u>	<u>20,000</u>
<u>WORKING CAPITAL PROVIDED FROM OPERATIONS</u>	486,024	239,337
Additions to Long-Term Debt	365,527	43,012
Prior Period Adjustment	None	48,462
Decrease in Working Capital	<u>None</u>	<u>34,504</u>
	<u>\$ 851,551</u>	<u>\$ 365,315</u>
<u>APPLICATION OF WORKING CAPITAL</u>		
Officers' Life Insurance Premiums	\$ 8,827	\$ None
Prior Period Adjustment	2,752	None
Additions to Franchises	8,840	70,000
Additions to Property, Plant & Equipment	609,761	280,979
Current Maturity of Long-Term Debt	155,294	14,336
Increase in Working Capital	<u>66,077</u>	<u>None</u>
	<u>\$ 851,551</u>	<u>\$ 365,315</u>
<u>CHANGES IN WORKING CAPITAL</u>		
Increases (Decreases) in Current Assets		
Cash	\$ 52,179	\$(69,382)
Notes & Accounts Receivable	218,201	60,763
Other Current Assets	73,519	22,394
	<u>343,899</u>	<u>13,775</u>
Decreases (Increases) in Current Liabilities		
Notes Payable	(82,511)	25,664
Accounts Payable	(89,997)	(73,521)
Federal & State Income Taxes	(62,234)	15,986
Other Current Liabilities	(43,080)	(16,408)
	<u>(277,822)</u>	<u>(48,279)</u>
<u>NET INCREASE (DECREASE) IN WORKING CAPITAL</u>	<u>\$ 66,077</u>	<u>\$(34,504)</u>

The accompanying footnotes are an integral part of these statements.

See Accountants' Review Report.

PITT-OHIO EXPRESS, INC.

NOTES TO FINANCIAL STATEMENTS - UNAUDITED

FOR THE YEARS ENDED DECEMBER 31, 1983 AND 1982

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the Corporation are prepared on the accrual basis of accounting, consistent with reporting for federal income tax purposes.

Property is recorded at cost. Depreciation is provided for on the straight-line method based upon the estimated useful lives of the assets. Assets acquired after January 1, 1981 are being depreciated according to the new accelerated cost recovery system, as defined in the Economic Recovery Tax Act of 1981.

NOTE B - LEASE AGREEMENTS

The Corporation leases revenue equipment on a monthly basis with rentals amounting to \$131,340 and \$110,438 for 1983 and 1982, respectively.

The Corporation also leases terminal facilities with rentals amounting to \$43,769 and \$15,450 for 1983 and 1982, respectively. This lease is for a period of 60 months.

The Corporation also leases certain computer hardware and software with rentals amounting to \$5,860 for 1983.

NOTE C - EQUIPMENT OBLIGATIONS

The Corporation purchased several pieces of revenue equipment which were financed through Mack Financial Corporation. Also, office equipment was purchased from Xerox Corporation.

	<u>Monthly Payment</u>	<u>Current Portion</u>	<u>Long-Term Portion</u>
Xerox	\$ 84.64	\$ 762	\$ None
Xerox	249.58	2,246	None
Mack Financial	1,255.62	15,067	27,624
Mack Financial	<u>6,564.29</u>	<u>78,772</u>	<u>131,285</u>
<u>TOTALS</u>	<u>\$ 8,154.13</u>	<u>\$ 96,847</u>	<u>\$ 158,909</u>

See Accountants' Review Report.

PITT-OHIO EXPRESS, INC.

NOTES TO FINANCIAL STATEMENTS - UNAUDITED
FOR THE YEARS ENDED DECEMBER 31, 1983 AND 1982

NOTE D - NOTES PAYABLE

The debt due is subject to interest at 8% for 1983 and 1984.

	<u>1983</u>		<u>1982</u>	
	<u>Current</u>	<u>Long-Term</u>	<u>Current</u>	<u>Long-Term</u>
Capp Express, Inc.	\$ None	\$ 80,000	\$ None	\$ None
Martera, Inc.	<u>None</u>	<u>None</u>	<u>14,336</u>	<u>28,676</u>
<u>TOTAL</u>	<u>\$ None</u>	<u>\$ 80,000</u>	<u>\$ 14,336</u>	<u>\$ 28,676</u>

NOTE E - AMORTIZATION OF ORGANIZATIONAL EXPENSES

Pursuant to regulation 1.248-1(c), the Corporation elects to amortize organizational expenses over a sixty-month period beginning with May 1, 1979. Organizational expenses amounted to \$1,173.

NOTE F - FRANCHISES

The Corporation is writing off the cost of the Interstate Commerce Commission operating rights resulting from the enactment of the Motor Carrier Act of 1980 and the deregulation of motor carriers. This is being done over a sixty-month period beginning with July 1, 1980.

See Accountants' Review Report.

EXHIBIT C

AGREEMENT

BETWEEN

BREMAN'S EXPRESS COMPANY (SELLER)

AND

PITTSBURGH-JOHNSTOWN-ALTOONA EXPRESS, INC. (PJAX)

AND

PITT-OHIO EXPRESS, INC. (PITT-OHIO)

EXECUTED ON

MAY 9, 1984

Joseph E. Breman, Esq.
BREMÁN & BERNS
700 Fifth Avenue Building
Fifth Floor
Pittsburgh, PA 15219
Attorney for SELLER

John A. Vuono, Esq.
Vuono, Lavelle & Gray
2310 Grant Building
Pittsburgh, PA 15219
Attorney for BUYERS

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Breman's Express Company.....

AGREEMENT

THIS AGREEMENT is made this 9th day of May, 1984 between BREMAN'S EXPRESS COMPANY, a Pennsylvania corporation and Debtor-In-Possession (SELLER), having an office in the Borough of Monroeville, Allegheny County, PA; PITTSBURGH-JOHNSTOWN-ALTOONA EXPRESS, INC. (PJAX), a Pennsylvania corporation having an office in the City of Pittsburgh, Allegheny County, PA; and PITT-OHIO EXPRESS, INC. (PITT-OHIO), a Pennsylvania corporation having an office in the City of Pittsburgh, Allegheny County, PA (the latter two corporations herein jointly referred to as "BUYERS").

I. PREMISES

A. SELLER is the Debtor-In-Possession in a Chapter XI proceeding in Case No. 84-92 in the United States Bankruptcy Court for the Western District of Pennsylvania (herein referred to as "the Bankruptcy Court") and holds a certificate of public convenience, issued by the Pennsylvania Public Utility Commission (PUC) at Docket No. A. 80581 and folders thereto.

B. PJAX is a motor common carrier of property holding a certificate of public convenience from the PUC at Docket No. A. 102956 and folders thereto.

C. PITT-OHIO is a motor common carrier of property holding a certificate of public convenience from the PUC at Docket No. A. 102471 and folders thereto.

D. SELLER has agreed to sell to BUYERS portions of SELLER's PUC operating authority as more fully set forth herein, free and clear of all liens, encumbrances, security interests and other claims.

E. The transaction will require the prior approval of the Bankruptcy Court. SELLER will submit to the Bankruptcy Court such petitions and diligently take such other actions as may be required to secure the approval of the transaction by the Bankruptcy Court.

F. The transaction will also require the prior approval of the PUC. BUYERS will file and diligently prosecute applications with the PUC for approval of the transaction pursuant to 66 Pa. C.S.A. §1102 of the Pennsylvania Public Utility Code (herein called "the permanent applications").

G. In view of the bankruptcy proceeding and the fact that SELLER is faced with serious financial problems which endanger its ability to continue to perform adequate and continuous service to the public under all of its outstanding operating rights, the parties have made provision in this agreement for the temporary lease by BUYERS of portions of SELLER's operating rights, pending PUC action on the permanent applications. Pursuant to those provisions, BUYERS and SELLER will promptly file with the PUC applications seeking temporary authority for BUYERS to lease the portions of the PUC operating rights of SELLER which are the subject of the

corresponding permanent applications, pending action by the PUC on the latter applications (herein called "the temporary applications").

II. TERMS AND CONDITIONS

In consideration of the mutual covenants and promises herein contained, the parties, intending to be legally bound, agree, represent and warrant as follows:

1. Purchase Agreement.

1.1 SELLER will sell to PJAX and PJAX will buy, free and clear of all liens, encumbrances, security interests and other claims, that portion of the Pennsylvania intrastate operating rights owned by SELLER and held at PUC Docket No. 80581, as summarized on Appendix A hereto, subject to the conditions contained therein.

1.2 SELLER will sell to PITT-OHIO and PITT-OHIO will buy, free and clear of all liens, encumbrances, security interests and other claims, that portion of the Pennsylvania intrastate operating rights owned by SELLER and held at PUC Docket No. 80581, as summarized on Appendix B hereto, subject to the conditions contained therein.

The operating rights set forth in Appendices A and B are sometimes hereafter collectively referred to as "the operating rights".

2. Price and Payment. BUYERS will pay to SELLER for the operating rights the total sum of Fifty Thousand (\$50,000) Dollars to be paid as follows:

2.1 PJAX will pay to SELLER the sum of Thirty Thousand (\$30,000) Dollars for the operating rights set forth on Appendix A in accordance with the following terms and conditions:

(a) Six Thousand (\$6,000) Dollars (herein called "the escrow fund") to be deposited in escrow upon the execution of this agreement and held and disposed of in accordance with the provisions of paragraph 3; and

(b) The balance of consideration of Twenty-Four Thousand (\$24,000) Dollars in cash or by certified or cashier's check on the final closing date.

2.2 PITT-OHIO will pay to SELLER the sum of Twenty Thousand (\$20,000) Dollars for the operating rights set forth on Appendix B in accordance with the following terms and conditions:

(a) Four Thousand (\$4,000) Dollars (herein called "the escrow fund") to be deposited in escrow upon the execution of this agreement and held and disposed of in accordance with the provisions of paragraph 3; and

(b) The balance of consideration of Sixteen Thousand (\$16,000) Dollars in cash or by certified or cashier's check on the final closing date.

3. Escrow Fund.

3.1 Escrow Agents. The escrow fund provided for in paragraph 2 will be deposited in escrow with Joseph E. Breman, the attorney for SELLER, and John A. Vuono, the attorney for BUYERS (herein called "the escrow agents").

The escrow agents agree to serve in accordance with the terms and conditions of this agreement, a signed counterpart of which shall constitute appropriate directions and authority for the escrow agents.

3.2 Depository. The escrow fund shall, at the option of the escrow agents, be placed in an interest-bearing savings account or invested in other interest-bearing securities, including bank certificates of deposit and corporate commercial paper.

3.3 Interest. Any interest earned on the escrow fund shall be payable to the party to whom the escrow fund is delivered.

3.4 Disposition of Escrow Fund.

(a) The escrow fund shall be delivered by the escrow agents to SELLER on the closing date upon consummation of this transaction pursuant to the terms of this agreement.

(b) The escrow fund shall be returned promptly to BUYERS by the escrow agents if the transaction is not consummated as a result of the denial of approval of the application by the PUC, the failure of the Bankruptcy Court to approve the transaction or if the agreement is terminated or nullified pursuant to the terms hereof. In such event, the parties hereto shall have no further rights or obligations under this agreement.

(c) In the event the permanent applications are approved by the PUC and the transaction is approved by the Bankruptcy Court and any party refuses to consummate, the escrow fund shall be disposed of in accordance with subparagraph 3.5.

3.5 Refusal to Consummate. In the event of the approval of the applications by the PUC and the approval of the transaction by the Bankruptcy Court and in the absence of termination or nullification pursuant to the terms of this agreement:

(a) By BUYERS. If BUYERS refuse to consummate the transaction in accordance with the terms of this agreement, the escrow fund, at the option of SELLER, which option shall be exercised by SELLER giving the escrow agents written notice thereof within thirty (30) days after the latest date for consummation of the transaction in accordance with the terms hereof, shall be delivered to the SELLER to be retained by SELLER as liquidated damages. In such event, this agreement shall forthwith terminate and the parties shall have no further rights or responsibilities hereunder.

In the alternative, if the aforesaid option is not exercised by SELLER, SELLER shall have the right to exercise any other rights which it may have under this agreement. In such event, the escrow agents shall continue to hold the escrow fund pending final resolution of the dispute between the parties.

(b) By SELLER. If SELLER refuses to consummate the transaction in accordance with the terms of this agreement, BUYERS shall have the option to terminate this agreement by giving SELLER written notice thereof within thirty (30) days after the latest date for consummation of the transaction in accordance with the terms hereof. In such event, this agreement shall forthwith terminate and the parties shall have no further rights or responsibilities hereunder and the escrow fund shall be promptly returned to BUYERS.

In the alternative, if the aforesaid option is not exercised by BUYERS, BUYERS shall have the right to exercise against SELLER all rights which BUYERS may have under this agreement. In such event, the escrow agents shall continue to hold the escrow fund pending final resolution of the dispute between the parties.

3.6 Indemnification. The escrow agents will not be paid a fee for their services as escrow agents, and accordingly, SELLER and BUYERS agree to jointly and severally indemnify and hold harmless the escrow agents from any claims, causes of action or adverse effects resulting from their appointment as escrow agents or any actions taken pursuant thereto.

3.7 Expenses. Any expenses incurred by the escrow agents shall be shared 50% by SELLER and 50% by BUYERS.

4. Applications for Approval. The parties agree that this transaction requires the prior approval of the PUC and that the transaction may not be consummated until final approval is secured by the PUC.

Accordingly, within fifteen (15) days after the approval of the Bankruptcy Court, the following applications will be filed:

4.1 The parties will jointly file applications with the PUC pursuant to 66 Pa. C.S.A. §1102 seeking permanent approval of the purchase of the operating rights by BUYERS from SELLER; and

4.2 The parties will jointly file with the PUC applications seeking temporary authority for BUYERS to lease the PUC operating rights of SELLER pending action on the permanent applications by the PUC.

BUYERS will be responsible for preparing and filing the necessary PUC applications. BUYERS shall pay all filing fees, printing and reproduction costs and other out-of-pocket expenses in connection with the preparation, filing and prosecution of the applications.

Each party shall bear the expenses of its counsel, its accountants and other witnesses.

BUYERS and SELLER will, with due diligence and in good faith, cooperate fully in the preparation, filing and prosecution of the applications and agree to join in and execute any and all such applications and other documents, subject to the approval of counsel.

BUYERS 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.

5. Warranties as to Operating Rights. SELLER warrants and guarantees that the operating rights have been duly issued by the PUC; the rights are in full force and effect; the rights are sold free and clear of all liens, encumbrances, security interests or claims of any kind as of the final closing date; if any liens, encumbrances or security interests exist on that date any such liens, encumbrances or security interests shall attach only to the proceeds of this sale and not to the operating rights themselves; and there are and on the final closing date will be no actions at law or in equity nor any proceedings before any governmental agency pending or threatened against SELLER to revoke, suspend or otherwise restrict the operating rights. In the event the foregoing warranties and representations are breached or prove to be inaccurate or false, the escrow fund and any other payments made pursuant to this agreement shall, at the option of BUYERS, be returned promptly to BUYERS. In such event, if temporary authority has been granted, the operating rights shall be promptly returned to SELLER and the parties shall have no further rights or obligations under this agreement.

6. Denial of Temporary Authority. In the event the PUC should issue a final order denying the temporary authority applications, the parties will proceed to prosecute the

permanent applications and this agreement and all of its applicable terms and conditions shall remain in full force and effect.

7. Temporary Authority Lease. If the PUC approves either or both of the temporary applications, SELLER agrees to lease to PJAX and/or PITT-OHIO and the latter agree to lease from SELLER the operating rights on the following terms and conditions:

7.1 Rental. BUYERS each agree to pay to SELLER as rental for the operating rights the sum of One (\$1.00) Dollar and other good and valuable considerations.

7.2 Operating Expenses. During the period in which the operating rights are leased, BUYERS shall bear all costs and expenses incurred in connection with the use of the operating rights.

7.3 Profits and Losses. BUYERS shall be entitled to retain all profits, if any, earned from their use of the operating rights during the period of temporary operations and shall bear all losses, if any, incurred in connection with such operations.

7.4 Term. The term of the temporary authority lease shall begin when BUYERS commence operations of the operating authority pursuant to PUC approval of the temporary applications and shall continue for such period as may be authorized by the PUC until final disposition of the permanent applications or until this agreement is terminated.

In the event of approval of the permanent applications, the temporary authority lease shall terminate upon consummation of the permanent transaction.

In the event of the denial of the permanent applications, the temporary authority lease shall terminate upon the date BUYERS return the operating rights to SELLER as required by a final order of the PUC and in accordance with the terms of this agreement.

8. Approval of Permanent Applications Subject to Restrictions. It is the intention of the parties that PJAX and PITT-OHIO will purchase all of the operating rights set forth on Appendices A and B, respectively, subject to the restrictions set forth in those appendices and that SELLER will retain the balance of its operating authority as set forth on Appendix C, subject to the restrictions set forth on that appendix.

If the PUC, by its final orders, approves one or both of the permanent applications, subject to conditions which restrict, delete or cancel any of the operating rights set forth on Appendices A or B or limit their use by BUYERS in any way, other than as set forth in the restrictions attached to those appendices, PJAX and PITT-OHIO shall each have the option to declare its phase of this agreement null and void and forthwith terminate its respective phase of the agreement by giving SELLER written notice thereof within twenty (20) days after the service date of any such orders. In such event, the party exercising its option to terminate shall promptly receive its portion of the escrow fund from the escrow agents and the terminating party and SELLER shall have no further rights or obligations under this agreement.

In the absence of the exercise of the aforesaid options to terminate by either BUYER, any such restrictions shall be considered modifications hereto and this agreement, as modified, shall remain in full force and effect.

The terms and conditions of this paragraph shall be subject to the appeal provisions set forth in paragraph 10.

9. Denial of Permanent Applications. In the event the PUC, by its final orders, denies approval of the applications, this agreement shall terminate forthwith. In such event, the parties shall have no further rights or obligations under this agreement.

If the PUC, by its final orders, approves one of the applications and denies the other, this agreement shall terminate with respect to the phase of the transaction which has been denied by the PUC but shall remain in effect with respect to the phase of the transaction that has been approved. In such event, the parties to the denied application shall have no further rights or obligations under this agreement and the parties to the approved application shall proceed to consummate the transaction in accordance with this agreement.

The terms and conditions of this paragraph shall be subject to the appeal provisions set forth in paragraph 10.

10. Appeals. In the event the PUC, by its final orders, denies one or both of the permanent applications, or if the PUC grants one or both of the permanent applications, subject to conditions of the type set forth in paragraph 8, any adversely affected party may seek judicial review of those orders to the extent available.

In the event that any party elects to seek judicial review, the termination provisions set forth in paragraph 8 and 9 shall not become effective until the exhaustion of such judicial remedies. In such event, if the final order or orders of the PUC denying one or both of the permanent applications is sustained by the court, this agreement shall be cancelled to the extent provided for in paragraph 9. If the final order or orders of the PUC approving one or both of the permanent applications, subject to conditions, is sustained by the court, PJAX and/or PITT-OHIO, as applicable, may exercise the right to terminate as set forth in paragraph 8 within twenty (20) days after the service of the order or judgment of the last Court of Review.

If any party elects to seek judicial review, the party so electing shall pay all expenses incurred in connection with the appeal, excluding counsel fees of the other party.

For the purposes of this agreement, the term "final order" shall be defined as an order of the PUC finally determining the permanent applications, specifically (a) in the case of denial of the permanent applications, upon the expiration of the period permitted by the Rules of Practice and regulations of the PUC 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 (b) in the case of approval of such permanent applications, the effective date of the order of approval unless stayed by the PUC or by a court.

11. Representations and Warranties of SELLER.

11.1 SELLER is the Debtor-In-Possession in connection with the bankruptcy proceeding pending in the United States Bankruptcy Court for the Western District of Pennsylvania, In the Matter of Breman's Express, Inc., Debtor, Bankruptcy No. 84-92.

11.2 SELLER is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania, and has full power and authority under its Articles of Incorporation or charter to engage in the business which it is now conducting.

11.3 Except for the conditions proposed in this transaction, Appendices A, B and C contain true and correct summaries of all of the operating rights of SELLER; the certificates of public convenience evidencing the operating rights are in good standing with the PUC; and there are no citations, formal complaints, investigations or enforcement proceedings pending against SELLER by the PUC, the Department of Transportation or any other regulatory agency applicable to the operating rights.

11.4 The operating rights are not subject to any options to purchase, agreements of sale or other contracts or obligations of purchase and, upon approval of this transaction by the Bankruptcy Court, SELLER will not enter into any such contractual arrangements prior to the final closing date.

11.5 The Board of Directors of SELLER has, by proper resolution, duly authorized the execution and delivery of this agreement, the filing of the necessary petitions for approval with the Bankruptcy Court, the filing of the necessary applications with the PUC and the performance of such other actions as may be required to effectuate the purposes of this agreement. If required by law or by the Articles of Incorporation or bylaws of SELLER, proper shareholder approval has been obtained in connection with this transaction. A certified copy of the aforesaid resolution of the Board of Directors of SELLER and any requisite resolution of the shareholders of SELLER shall be delivered to BUYERS within ten (10) days after the date of execution of this agreement.

11.6 The execution and performance of this agreement by SELLER will not violate any provision of law or contravene any provision of the Articles of Incorporation or bylaws of SELLER.

12. Representations and Warranties of BUYERS. BUYERS represent and warrant as follows:

12.1 BUYERS are corporations duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania, and have full power and authority under their Articles of Incorporation and charters to engage in the business which they are now conducting.

12.2 The Boards of Directors of BUYERS have, by proper resolutions, duly authorized the execution and delivery of this agreement, the filing of the necessary applications

with the PUC and the performance of such other actions as may be required to effectuate the purposes of this agreement. If required by law or by the Articles of Incorporation or bylaws of BUYERS, proper shareholder approval has been obtained in connection with this transaction. A certified copy of the aforesaid resolution of the Boards of Directors of BUYERS and any requisite resolution of the shareholders of BUYERS shall be delivered to SELLER within ten (10) days after the date of execution of this agreement.

12.3 The execution and performance of this agreement by BUYERS will not violate any provision of law or contravene any provision of the Articles of Incorporation or bylaws of BUYERS.

13. Conditions Precedent. In addition to any other obligations imposed by this agreement, the fulfillment of the following conditions shall constitute conditions precedent to the enforcement of BUYERS' obligations under this agreement:

13.1 The issuance by the Bankruptcy Court of an appropriate order approving the proposed sale of the operating rights in accordance with the terms and conditions of this agreement. In that connection, the parties agree that the consideration of Fifty Thousand (\$50,000) Dollars is conditioned on the purchase of both segments of the operating rights set forth on Appendices A and B.

In the event the Bankruptcy Court should issue an order approving the sale of only one segment of the operating rights

to one of the BUYERS, or fails to issue an appropriate order approving the proposed sale of both segments of the operating rights within ninety (90) days after the date of execution of this agreement, BUYERS shall have the option to terminate this agreement by giving to SELLER written notice of termination within thirty (30) days after expiration of the aforesaid ninety (90) day period. In such event, the escrow fund shall be returned promptly to BUYERS and the parties shall have no further rights or obligations under this agreement.

BUYERS acknowledge that the procedures of the Bankruptcy Code may require a hearing before the Bankruptcy Court as a prerequisite for approval of this agreement and may also require notice to certain parties. Competitive bidding can occur at such hearing. The possibility therefore exists that BUYERS will not be the successful bidders and SELLER will therefore be unable to perform this agreement. In such event, BUYERS' sole remedy shall be the return of the escrow fund and neither party shall thereafter be responsible to one another.

13.2 The approval of the permanent applications by the issuance of final orders of the PUC, subject to the terms and conditions of this agreement. In the event this condition is not fulfilled, the rights and obligations of the parties will be governed by the provisions of paragraphs 8 and 9.

13.3 On the final closing date, the warranties and representations of SELLER as set forth in paragraphs 5 and

ll have been fulfilled. In the event any of the aforesaid warranties and representations are not met, BUYERS shall have the option to terminate the agreement by giving SELLER written notice thereof within twenty (20) days after the occurrence of any such default. In such event, the escrow fund and any other payments made pursuant to this agreement shall be returned promptly to BUYERS. If temporary authority has been granted, the operating rights shall be returned to SELLER and the parties shall have no further rights or obligations under this agreement.

14. PUC Assessments. SELLER warrants that all general assessments heretofore made or that may be made pursuant to 66 Pa. C.S.A. §510 of the Pennsylvania Public Utility Code applicable to any and all operating periods up to the final closing date will be the obligation of SELLER. Any general assessments applicable to periods subsequent to the aforesaid dates shall be the obligation of BUYERS. In the event the PUC requires the payment of any such assessments due from SELLER as a condition precedent to the consummation of the permanent applications, SELLER agrees to promptly pay any such assessments if it is financially able to do so. In the event any such assessments are not paid by SELLER, BUYERS shall have the right to deduct from the consideration due SELLER on the final closing date, the total amount of any such assessments or other charges due the PUC and make payment of such amounts directly to the PUC and to pay any balance of the consideration to SELLER, provided that such

such payments and deductions from the consideration are authorized by the Bankruptcy Court. BUYERS shall not, under any circumstances, be liable for or have responsibility to satisfy any obligations of SELLER as the result of this transaction.

15. Operating Rights Unique. The parties agree that the PUC operating rights which are the subject of this agreement are unique and are not otherwise obtainable.

16. No Broker's Fees or Commissions. BUYERS and SELLER agree that to the best of their knowledge there are no claims for any finder's fees or broker's commissions in connection with this transaction. Notwithstanding the foregoing, each of the parties agrees to indemnify the other against and hold it harmless from any and all liabilities (including reasonable attorney's fees and expenses incurred in defending such claims) for any finder's fees or broker's commission in connection with the transaction contemplated by this agreement, insofar as such claim shall be based on arrangements or agreements made or allegedly made by or on behalf of the indemnifying party.

17. Survival of Representations and Warranties. All provisions in this agreement applicable to BUYERS and SELLER shall be deemed to be representations and warranties and shall survive the consummation of the transaction. SELLER acknowledges that all warranties, representations and covenants made in this agreement are for the purpose and with the intent of inducing BUYERS to purchase the operating

rights. BUYERS acknowledge that all warranties, representations and covenants made in this agreement are for the purpose and with the intent of inducing SELLER to sell the operating rights.

18. Closing Dates. The closing dates are defined as follows:

18.1 The final closing date is the day selected by agreement of the parties within a period of thirty (30) days after the effective date of the final order or orders of the PUC, approving the permanent applications or the thirtieth (30th) such day if no other day is selected. The transactions shall be consummated on the final closing date. The closing shall be held at the offices of Vuono, Lavelle & Gray in Pittsburgh, PA.

18.2 The temporary authority closing date is the day on which BUYERS begin operation of the operating rights pursuant to temporary authority granted by the PUC and shall be the date selected by the parties within a period of twenty (20) days after issuance of any order or orders by the PUC approving the temporary authority applications or the twentieth (20th) such day if no other day is selected.

19. 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.

20. 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 at the addresses shown below:

SELLER:

Leslie S. Breman
President
Breman's Express Company
318 Haymaker Road
P. O. Box 117
Monroeville, PA 15146

PJAX:

Donald C. Hammel
President
Pittsburgh-Johnstown-Altoona Express, Inc.
P. O. Box 3270
Pittsburgh, PA 15230

PITT-OHIO:

Charles L. Hammel, III
President
Pitt-Ohio Express, Inc.
27th & A.V.R.R.
Pittsburgh, PA 15222

A copy of any such communications shall also be mailed to the following counsel for the parties:

Joseph E. Breman, Esq.
Breman & Berns
700 Fifth Avenue Building
Fifth Floor
Pittsburgh, PA 15219
Attorney for SELLER

John A. Vuono, Esq.
Vuono, Lavelle & Gray
2310 Grant Building
Pittsburgh, PA 15219
Attorney for BUYERS

Such notice shall be sufficient, whether accepted at the address referred to or not, if tendered at such address during the normal business hours by the United States Postal Service. The addresses may from time to time be changed by either party giving written notice pursuant to the terms of this paragraph.

21. Entire Agreement of Parties. This agreement cannot be changed orally and constitutes the entire contract between the parties hereto. It shall not be modified nor changed by any expressed or implied promises, warranties, guaranties, representations or other information unless expressly and specifically set forth in this agreement or an addendum thereto properly executed by the parties.

22. Construction. This agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

23. 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 intending to be legally bound, have executed this agreement the day and year first above stated.

BREMAN'S EXPRESS COMPANY

By: John B. Mastrangelo
John B. Mastrangelo
Executive Vice President
PITTSBURGH-JOHNSTOWN-ALTOONA
EXPRESS, INC.

By: Donald C. Hammel
Donald C. Hammel, President

PITT-OHIO EXPRESS, INC.

By: Charles L. Hammel, III
Charles L. Hammel, III, President

APPENDIX A

AUTHORITY TO BE PURCHASED

BY

PITTSBURGH-JOHNSTOWN-ALTOONA EXPRESS, INC.

FROM

BREMAN'S EXPRESS, INC.

*APPENDIX - A
to
Pitt-Johnston-Altoona Express*

OPERATING AUTHORITY

Certificate No. A.80581

Folder No. 2

To transport, as a Class A carrier, property over the following route:

Beginning in the City of Pittsburgh, Allegheny County, thence through Wilkinsburg and via U. S. Highway Route 22 to Murrysaville, thence to Export, thence to Delmont, thence to New Alexandria, thence to Blairsville, thence via U. S. Highway Route 119 to Blacklick, thence to Graceton, thence to Homer City, thence to Indiana, thence via Pennsylvania Highway Route 80 to its intersection with U. S. Highway Route 219, thence via U. S. Highway Route 219 to the Village of Grampian, thence via U. S. Highway Route 322 to the Borough of Philipsburg, thence to the Borough of Port Matilda, thence via U. S. Highway Routes 322 and 220 to Martha Furnace, thence via U. S. Highway Route 220 through the Village of Wingate to the Borough of Milesburg, thence via Pennsylvania Highway Routes 545 and 45 to the Boroughs of Bellefonte and State College, thence via U. S. Highway Route 322 through the Village of Buffalo Run to Martha Furnace, thence via U. S. Highway Routes 322 and 220 through the Village of Bald Eagle to the Borough of Tyrone, thence via Pennsylvania Highway Route 453 to its intersection with Pennsylvania Highway Route 253, and thence via Pennsylvania Highway Route 253, through the Borough of Ramey to the Borough of Houtzdale, Clearfield County;

And over the following alternate routes, spur routes and connecting routes:

Beginning in the City of Pittsburgh, Allegheny County, thence through the Borough the Borough of Wilkinsburg and via U. S. Highway Route 22 through Murrysaville and Export to the Borough of Delmont, Westmoreland County, thence via Pennsylvania Highway Route 66 a distance of approximately 2 miles to junction with county road, thence via the said county road through the Village of Slickville to junction with Pennsylvania Highway Route 80, thence via Pennsylvania Highway Route 80 through the Borough of Saltsburg and the Borough of Jacksonville to the Borough of Indiana, Indiana County;

Alternate Route For Use As An Operating Route Only:

Beginning in the City of Pittsburgh, Allegheny County, thence via Pennsylvania Highway Route 28, New Kensington, Pennsylvania Highway Route 56, Leechburg, Pennsylvania Highway Route 66, Apollo, Pennsylvania Highway Route 156, Shelocta and U. S. Highway Route 422 to the Borough of Indiana, Indiana County;

Spur Route For Use As An Operating Route Only:

Beginning in the Borough of Apollo, Armstrong County, thence via Pennsylvania Highway Route 66 to the Borough of Delmont, Westmoreland County;

Spur Routes:

Beginning in the Borough of Clymer, Indiana County, thence via Pennsylvania Highway Route 480 to the Borough of Marion Center, Indiana County;

Beginning in the Village of Dixonville, Indiana County, thence via an unnumbered Highway to its intersection with Pennsylvania Highway Route 80 East of the Village of Gypsy, Indiana County;

OPERATING AUTHORITY

Certificate No. A.80581

Folder No. 2

✓ Beginning in the Village of Hillsdale, Indiana County, thence via an unnumbered highway and Pennsylvania Highway Route 360 to the Borough of Cherry Tree, Indiana County;

✓ Alternate Route:

Beginning in the Borough of Indiana, Indiana County, thence via U. S. Highway Route 422 to the Borough of Ebensburg, Cambria County, thence via Pennsylvania Highway Route 45 to the Borough of Loretto, thence via Pennsylvania Highway Route 553 to its intersection with Pennsylvania Highway Route 53 at the Village of Syberton, thence via Pennsylvania Highway Route 53 to the Borough of Philipsburg, Centre County;

✓ Connecting Routes:

✓ Beginning in the Borough of Ebensburg, Cambria County, thence via U. S. Highway Route 219 to its intersection with Pennsylvania Highway Route 80 North of the Borough of Burnside, Clearfield County;

✓ Beginning in the Borough of Ashville, Cambria County, thence via Pennsylvania Highway Route 36 to its intersection with U. S. Highway Route 219 at the Borough of Mahaffey, Clearfield County;

✓ Beginning in the Borough of Carrolltown, Cambria County, thence via an unnumbered highway to the Borough of Patton, Cambria County;

✓ Beginning in the Borough of Barnesboro, Cambria County, thence via State Highway Route 11049 to the Borough of Hastings, Cambria County;

✓ Spur Route:

✓ Beginning in the Borough of Carrolltown, Cambria County, thence via an unnumbered highway to the Village of Elmora, Cambria County;

✓ Alternate Route:

✓ Beginning in the Borough of Philipsburg, Centre County, thence via Pennsylvania Highway Route 53 through the Villages of Morrisdale, Allport, Kylertown, and Drifting, Clearfield County, and the Village of Moshannon and the Borough of Snow Shoe, Centre County, to the Village of Wingate, Centre County;

✓ Connecting Routes:

✓ Beginning at the intersection of Pennsylvania Highway Route 453 and 253, thence via Pennsylvania Highway Route 253, through the Village of Allemans, Clearfield County, to the Village of Van Ormer, Cambria County;

✓ Beginning in the Borough of Philipsburg, Centre County, thence via Pennsylvania Highway Route 350 to the Village of Bald Eagle, Blair County;

OPERATING AUTHORITY

Certificate No. A.80581
Folder No. 2

Beginning in the Village of Hillsdale, Indiana County, thence via an unnumbered highway and Pennsylvania Highway Route 360 to the Borough of Cherry Tree, Indiana County;

Alternate Route:

Beginning in the Borough of Indiana, Indiana County, thence via U. S. Highway Route 422 to the Borough of Ebensburg, Cambria County, thence via Pennsylvania Highway Route 45 to the Borough of Loretto, thence via Pennsylvania Highway Route 553 to its intersection with Pennsylvania Highway Route 53 at the Village of Syberton, thence via Pennsylvania Highway Route 53 to the Borough of Philipsburg, Centre County;

Connecting Routes:

Beginning in the Borough of Ebensburg, Cambria County, thence via U. S. Highway Route 219 to its intersection with Pennsylvania Highway Route 80 North of the Borough of Burnside, Clearfield County;

Beginning in the Borough of Ashville, Cambria County, thence via Pennsylvania Highway Route 36 to its intersection with U. S. Highway Route 219 at the Borough of Mahaffey, Clearfield County;

Beginning in the Borough of Carrolltown, Cambria County, thence via an unnumbered highway to the Borough of Patton, Cambria County;

Beginning in the Borough of Barnesboro, Cambria County, thence via State Highway Route 11049 to the Borough of Hastings, Cambria County;

Spur Route:

Beginning in the Borough of Carrolltown, Cambria County, thence via an unnumbered highway to the Village of Elmora, Cambria County;

Alternate Route:

Beginning in the Borough of Philipsburg, Centre County, thence via Pennsylvania Highway Route 53 through the Villages of Morrisdale, Allport, Kylertown, and Drifting, Clearfield County, and the Village of Moshannon and the Borough of Snow Shoe, Centre County, to the Village of Wingate, Centre County;

Connecting Routes:

Beginning at the intersection of Pennsylvania Highway Route 453 and 253, thence via Pennsylvania Highway Route 253, through the Village of Allemans, Clearfield County, to the Village of Van Ormer, Cambria County;

Beginning in the Borough of Philipsburg, Centre County, thence via Pennsylvania Highway Route 350 to the Village of Bald Eagle, Blair County;

DUPLICATE
OF
PRECEDING
PAGE

OPERATING AUTHORITY

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✓ To transport petroleum products and containers for the W. J. Crawford Oil Company, as a Class D carrier, from its place of business in the Borough of McKees Rocks, Allegheny County, to the applicant's loading dock in the City of Pittsburgh, Allegheny County;

✓ To transport petroleum products and containers for the W. J. Crawford Oil Company, as a Class D carrier, from the applicant's loading dock in the City of Pittsburgh, Allegheny County, to points on the applicant's route between the City of Pittsburgh, Allegheny County, and Borough of Indiana, Indiana County, and points on the Replogle Transport Company's route between the Boroughs of Indiana, Indiana County, Clearfield, Clearfield County, and Philipsburg, Centre County;

✓ To accept property originating at points located on the routes of the applicant and destined to points on the route of Replogle Transport Company located between Philipsburg and Indiana and vice versa, said property to be transferred at Indiana, with the right to participate in through routes and joint rates;

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

✓ FIRST: That service to and from the Borough of Saltsburg and the Village of Slickville is limited to the transportation of perishable goods.

✓ SECOND: That no right, power or privilege is granted to render local service between points on that part of the route between the Borough of Indiana and the Borough of Philipsburg or between points on spur routes between Clymer and Marion Center, between Dixonville and the intersection of an unnumbered highway with Highway Route 80 East of the Village of Gypsy and between Hillsdale and Cherry Tree.

✓ THIRD: That no right, power or privilege is granted to render local service on the portions of the alternate and connecting routes herein authorized, beginning at the Village of Belsano, Cambria County, thence via Highway Route 422 to the Borough of Ebensburg, thence via Highway Route 219 to the Borough of Barnesboro, thence via Highway Route 11049 to the Borough of Hastings, thence via Highway Route 36 to the Borough of Ashville, thence via Highway Route 53 to the Village of Syberton.

✓ FOURTH: That no right, power or privilege is granted to render service from the City of Pittsburgh to points on the portions of the routes as described in the THIRD CONDITION, or vice versa.

✓ FIFTH: That no right, power or privilege is granted to transport commodities in bulk in tank vehicles, property which because of its size or weight requires the use of carryall trucks, winch tractors, low-bed trailers, pole trailers or other tractors, or trailers of special design or commodities which require special equipment to load or unload from or to the vehicles or any single item of property which has a gross weight in excess of fifteen (15) tons between points on that part of the route beginning in the Borough of Philipsburg and

(These 5 conditions omitted from cards)

END of Base notes - F. 2

OPERATING AUTHORITY

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Folder No. 2

terminating in the Borough of Houtzdale, or between points on the alternate route between Philipsburg and the Village of Wingate, or between points on connecting routes between the intersection of Highway Routes 453 and 253 and the Village of Van Ormer and between the Borough of Philipsburg and the Village of Bald Eagle, or to or from points on said part of the route, alternate route and connecting routes; or to transport property locally between points on that part of the route, alternate route and connecting routes as described in this FIFTH condition.

Folder 2, Am-A

To transport, as a Class D carrier, property from points in the County of Allegheny, to points on the following routes and vice versa:

Beginning in the City of Pittsburgh, Allegheny County, thence through Wilkinsburg and via U. S. Highway Route 22 to Murrysville, thence to Export, thence to Delmont, thence to New Alexandria, thence to Blairsville, thence via U. S. Highway Route 119 to Black Lick, thence to Graceton, thence to Homer City, thence to Indiana, thence via Pennsylvania Highway Route 80 to its intersection with U. S. Highway Route 219, thence via U. S. Highway Route 219 to the Borough of Grampian, thence via U. S. Highway Route 322 to the Borough of Philipsburg, thence to the Borough of Port Matilda, thence via U. S. Highway Routes 322 and 220 to Martha Furnace, thence via U. S. Highway Route 220 through the Village of Wingate to the Borough of Milesburg, thence via Pennsylvania Highway Routes 545 and 45 to the Boroughs of Bellefonte and State College, thence via U. S. Highway Route 322 through the Village of Buffalo Run to Martha Furnace, thence via U. S. Highway Routes 322 and 220 through the Village of Bald Eagle to the Borough of Tyrone, thence via Pennsylvania Highway Route 453 to its intersection with Pennsylvania Highway Route 253, and thence via Pennsylvania Highway Route 253 through the Borough of Ramey to the Borough of Houtzdale, Clearfield County.

Alternate Routes:

Beginning in the City of Pittsburgh, Allegheny County, thence through the Borough of Wilkinsburg and via U. S. Highway Route 22 through Murrysville and Export to the Borough of Delmont, Westmoreland County, thence via Pennsylvania Highway Route 66 a distance of approximately 2 miles to junction with county road, thence via the said county road through the Village of Slickville to junction with Pennsylvania Highway Route 80, thence via Pennsylvania Highway Route 80 through the Borough of Saltsburg and the Borough of Jacksonville to the Borough of Indiana, Indiana County.

Beginning in the Borough of Indiana, Indiana County, thence via U. S. Highway Route 422 to the Borough of Ebensburg, Cambria County, thence via Pennsylvania Highway Route 45 to the Borough of Loretto, thence via Pennsylvania Highway Route 553 to its intersection with Pennsylvania Highway Route 53 at the Village of Syberton, thence via Pennsylvania Highway Route 53 to the Borough of Philipsburg, Centre County;

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OPERATING AUTHORITY

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Folder 2, (Am-A)

*To be used as a carrier prop from
in Alex. Co. 2 pts on the following*

✓ *(P-1)* Beginning in the Borough of Philipsburg, Centre County, thence via Pennsylvania Highway Route 53 through the Villages of Morrisdale, Allport, Kylertown and Drifting, Clearfield County, and the Village of Moshannon and the Borough of Snow Shoe, Centre County, to the Village of Wingate, Centre County.

✓ Spur Routes:

✓ Beginning in the Borough of Clymer, Indiana County, thence via Pennsylvania Highway Route 480 to the Borough of Marion Center, Indiana County.

✓ Beginning in the Village of Dixonville, Indiana County, thence via an unnumbered highway to its intersection with Pennsylvania Highway Route 80 East of the Village of Gypsy, Indiana County.

✓ Beginning in the Village of Hillsdale, Indiana County, thence via an unnumbered highway and Pennsylvania Highway Route 360 to the Borough of Cherry Tree, Indiana County.

✓ Beginning in the Borough of Carrolltown, Cambria County, thence via an unnumbered highway to the Village of Elmora, Cambria County.

✓ Connecting Lines:

✓ Beginning in the Borough of Ebensburg, Cambria County, thence via U. S. Highway Route 219 to its intersection with Pennsylvania Highway Route 80 North of the Borough of Burnside, Clearfield County.

✓ Beginning in the Borough of Ashville, Cambria County, thence via Pennsylvania Highway Route 36 to its intersection with U. S. Highway Route 219 at the Borough of Mahaffey, Clearfield County.

✓ Beginning in the Borough of Carrolltown, Cambria County, thence via an unnumbered highway to the Borough of Patton, Cambria County.

✓ Beginning in the Borough of Barnesboro, Cambria County, thence via State Highway Route 11049 to the Borough of Hastings, Cambria County.

✓ Beginning at the intersection of Pennsylvania Highway Routes 453 and 253, thence via Pennsylvania Highway Route 253 through the Village of Allemans, Clearfield County, to the Village of Van Ormer, Cambria County.

✓ Beginning in the Borough of Philipsburg, Centre County, thence via Pennsylvania Highway Route 350 to the Village of Bald Eagle, Blair County;

✓ with the right to use the following alternate route as an operating route only:

✓ Beginning in the City of Pittsburgh, Allegheny County, thence via Pennsylvania Highway Route 28, New Kensington, Pennsylvania Highway Route 56, Leechburg, Pennsylvania Highway Route 66, Apollo, Pennsylvania Highway Route 156, Shelocta and U. S. Highway Route 422 to the Borough of Indiana, Indiana County;

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✓ with the right to use the following spur route as an operating route only:

Beginning in the Borough of Apollo, Armstrong County, thence via Pennsylvania Highway Route 66 to the Borough of Delmont, Westmoreland County;

All subject to the following conditions:

That no right, power or privilege is granted to transport property which because of size or weight requires the use of special equipment, such as carryalls, winch trucks, winch trailers or pole trailers.

That no right, power or privilege is granted to render service to or from the City of Pittsburgh, except as presently authorized.

That service to and from the Borough of Saltsburg and the Village of Slickville is limited to the transportation of perishable goods.

That no right, power or privilege is granted to render service from points in the County of Allegheny to points on the portions of the alternate and connecting routes beginning at the Village of Belsano, Cambria County, thence via Highway Route 422 to the Borough of Ebensburg, thence via Highway Route 219 to the Borough of Barnesboro, thence via Highway Route 11049 to the Borough of Hastings, thence via Highway Route 36 to the Borough of Ashville, thence via Highway Route 53 to the Village of Syberton, or vice versa.

That no right, power or privilege is granted to transport commodities in bulk in tank vehicles, property which because of its size or weight requires the use of carryall trucks, winch tractors, low-bed trailers, pole trailers or other tractors or trailers of special design or commodities which require special equipment to load or unload from or to the vehicles or any single item of property which has a gross weight in excess of fifteen (15) tons from points in the County of Allegheny to points on that part of the route beginning in the Borough of Philipsburg and terminating in the Borough of Houtzdale, or between points on the alternate route between Philipsburg and the Village of Wingate, or between points on connecting routes between the intersection of Highway Routes 453 and 253 and the Village of Van Ormer and between the Borough of Philipsburg and the Village of Bald Eagle, or vice versa.

Folder 2, Am-B

✓ To transport, as a Class D carrier, property between points in the Township of Karthaus, Clearfield County, and within twenty-five (25) miles of the limits of said township, and from points in said area to points on the following described routes, connecting routes, spur routes and alternate routes and to points in the County of Allegheny, and vice versa.

✓ Beginning in the City of Pittsburgh, Allegheny County, thence through Wilkinsburg and via U. S. Highway Route 22 to Murrysville, thence to Export, thence to Delmont.

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Földer 2, Am-B

thence to New Alexandria, thence to Blairsville, thence via U. S. Highway Route 119 to Black Lick, thence to Graceton, thence to Homer City, thence to Indiana, thence via Pennsylvania Highway Route 80 to its intersection with U. S. Highway Route 219, thence via U. S. Highway Route 219 to the Borough of Grampian, thence via U. S. Highway Route 322 to the Borough of Philipsburg, thence to the Borough of Port Matilda, thence via U. S. Highway Routes 322 and 220 to Martha Furnace, thence via U. S. Highway Route 220 through the Village of Wingate to the Borough of Milesburg, thence via Pennsylvania Highway Routes 545 and 45 to the Boroughs of Bellefonte and State College, thence via U. S. Highway Route 322 through the Village of Buffalo Run to Martha Furnace, thence via U. S. Highway Routes 322 and 220 through the Village of Bald Eagle to the Borough of Tyrone, thence via Pennsylvania Highway Route 453 to its intersection with Pennsylvania Highway Route 253, and thence via Pennsylvania Highway Route 253 through the Borough of Ramey to the Borough of Houtzdale, Clearfield County.

Alternate Routes:

Beginning in the City of Pittsburgh, Allegheny County, thence through the Borough of Wilkinsburg and via U. S. Highway Route 22 through Murrysville and Export to the Borough of Delmont, Westmoreland County, thence via Pennsylvania Highway Route 66 a distance of approximately two (2) miles to junction with county road, thence via the said county road through the Village of Slickville to junction with Pennsylvania Highway Route 80, thence via Pennsylvania Highway Route 80 through the Borough of Saltsburg and the Borough of Jacksonville to the Borough of Indiana, Indiana County.

Beginning in the Borough of Indiana, Indiana County, thence via U. S. Highway Route 422 to the Borough of Ebensburg, Cambria County, thence via Pennsylvania Highway Route 45 to the Borough of Loretto, thence via Pennsylvania Highway Route 553 to its intersection with Pennsylvania Highway Route 53 at the Village of Syberton, thence via Pennsylvania Highway Route 53 to the Borough of Philipsburg, Centre County.

Beginning in the Borough of Philipsburg, Centre County, thence via Pennsylvania Highway Route 53 through the Villages of Morrisdale, Allport, Kylertown and Drifting, Clearfield County, and the Village of Moshannon and the Borough of Snow Shoe, Centre County, to the Village of Wingate, Centre County.

Spur Routes:

Beginning in the Borough of Clymer, Indiana County, thence via Pennsylvania Highway Route 480 to the Borough of Marion Center, Indiana County.

Beginning in the Village of Dixonville, Indiana County, thence via an unnumbered highway to its intersection with Pennsylvania Highway Route 80 East of the Village of Gipsy, Indiana County.

Beginning in the Village of Hillsdale, Indiana County, thence via an unnumbered highway and Pennsylvania Highway Route 360 to the Borough of Cherry Tree, Indiana County.

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Folder 2, Am-B

- ✓ Beginning in the Borough of Carrolltown, Cambria County, thence via an unnumbered highway to the Village of Elmora, Cambria County.

Connecting Routes:

- ✓ Beginning in the Borough of Ebensburg, Cambria County, thence via U. S. Highway Route 219 to its intersection with Pennsylvania Highway Route 80 North of the Borough of Burnside, Clearfield County.
- ✓ Beginning in the Borough of Ashville, Cambria County, thence via Pennsylvania Highway Route 36 to its intersection with U. S. Highway Route 219 at the Borough of Mahaffey, Clearfield County.
- ✓ Beginning in the Borough of Carrolltown, Cambria County, thence via an unnumbered highway to the Borough of Patton, Cambria County.
- ✓ Beginning in the Borough of Barnesboro, Cambria County, thence via State Highway Route 11049 to the Borough of Hastings, Cambria County.
- ✓ Beginning at the intersection of Pennsylvania Highway Routes 453 and 253, thence via Pennsylvania Highway Route 253 through the Village of Allemans, Clearfield County, to the Village of Van Ormer, Cambria County.
- ✓ Beginning in the Borough of Philipsburg, Centre County, thence via Pennsylvania Highway Route 350 to the Village of Bald Eagle, Blair County;

✓ with the right to use the following alternate route as an operating route only:

- ✓ Beginning in the City of Pittsburgh, Allegheny County, thence via Pennsylvania Highway Route 28, New Kensington, Pennsylvania Highway Route 56, Leechburg, Pennsylvania Highway Route 66, Apollo, Pennsylvania Highway Route 156, Shelocta and U. S. Highway Route 422 to the Borough of Indiana, Indiana County;

✓ with the right to use the following spur route as an operating route only:

- ✓ Beginning in the Borough of Apollo, Armstrong County, thence via Pennsylvania Highway Route 66 to the Borough of Delmont, Westmoreland County;

✓ subject to the following conditions:

- ✓ That no right, power or privilege is granted to use special equipment such as low-bed trailers or trucks and tractors which are specifically equipped with winches, nor to transport any single unit of property weighing more than fifteen (15) tons.
- ✓ That no right, power or privilege is granted to transport property from points in the County of Allegheny to points on Highway Route 255 between the City of DuBois and the Borough of Saint Marys or on Highway Route 120 between the Borough of Saint Marys and the Borough of Emporium or vica versa, nor to render local service

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Folder 2, Am-B

✓ between points on Highway Route 255 between DuBois and Saint Marys or on Highway Route 120 between Saint Marys and Emporium.

✓ That no right, power or privilege is granted to transport property, either direct or by interchange, to or from the Boroughs of Saint Marys, Emporium, Renovo and South Renovo.

✓ That no right, power or privilege is granted to transport household goods and office furniture in use to or from the Borough of Clearfield, Clearfield County, and points within fifteen (15) miles of the limits of said Borough.

✓ and with the further right:

✓ To interchange property in the Township of Karthaus, Clearfield County, and at points within twenty-five (25) miles of the limits of said township and in the City of Pittsburgh, Allegheny County, with Class A carriers, Class B carriers and Class D carriers operating over regular routes, subject to the provisions of General Order No. 29 governing Class A carriers.

Folder 2, Am-C

✓ To transfer, as a Class A carrier, property over a route beginning in the City of Pittsburgh, Allegheny County, thence via Highway Route 28 and a bridge over the Allegheny River to the City of New Kensington, Westmoreland County, thence via Highway Routes 56 and 356 to the Borough of Leechburg, Armstrong County, thence via Highway Route 66 to the Borough of Apollo, Armstrong County, thence via Highway Route 56 and 156 to the Borough of Shelocta, Indiana County, thence via Highway Route 422 to the Borough of Indiana, Indiana County; and over a spur route beginning at the intersection of Highway Routes 422 and 156, thence via Highway Route 422 to the Borough of Elderton, Armstrong County; and over a connecting route beginning at the intersection of Highway Routes 156 and 56, thence via Highway Route 56 to its intersection with Highway Route 286 and including service to the Townships of Kiskiminitas, South Bend, and Plum Creek, Armstrong County, and the Townships of Armstrong, White, and Young, Indiana County; excluding service to all points between Pittsburgh and Apollo inclusive, except as presently authorized.

✓ To transport, as a Class D carrier, property from points in the County of Allegheny, to points on the aforesaid Class A route, spur route, and connecting route, townships, and vice versa, excluding service to all points between Allegheny County and Apollo inclusive, except as presently authorized;

✓ and subject to the following condition:

✓ That no right, power or privilege is granted to transport commodities in bulk in tank vehicles or in hopper-type vehicles.

OPERATING AUTHORITY

A.80581, Folder 2, Am-E /3/

To transport, as a Class D carrier, property from points in the counties of Clearfield, Cameron, Elk and Jefferson to points in the counties of Allegheny, Beaver, Butler, Fayette, Greene, Lawrence, Washington and Westmoreland, and vice versa;

Subject to the following conditions:

- ✓ 1. That no right, power or privilege be granted to transport commodities in bulk, in dump, tank, or hopper-type vehicles.
- ✓ 2. That no right, power or privilege is granted to transport commodities which, because of size or weight, require special handling or the use of special equipment such as winch trucks or tractors, pole or extendible trailers or carryalls, or which requires a permit from the Pennsylvania Department of Transportation.
- ✓ 3. That no right, power or privilege be granted to transport commodities in vehicles equipped with mechanical refrigeration. *(Denies)?*
- ✓ 4. That no right, power or privilege is granted to transport iron or steel or iron or steel articles exceeding 10,000 pounds per shipment from steel mills.

Folder 4

- ✓ To transport, as a Class D carrier, fire brick and clay products from the brick plant of the Laclede-Christy Company located in the Borough of Osceola Mills, Clearfield County, to points in Pennsylvania.
- ✓ To transport, as a Class D carrier, fire clay in bulk and containers from the clay processing plant of the Laclede-Christy Company located in the Township of Bradford, Clearfield County, to points in Pennsylvania.

(This is all of F.4 - ~~To Point A~~
To PJAX)

All subject to the following conditions:

FIRST: That no right, power or privilege is granted to render service between points in the County of Allegheny, or between points within an airline distance of fifteen (15) statute miles of the City-County Building in the City of Pittsburgh, Allegheny County.

SECOND: That no right, power or privilege is granted to interchange property at points in the City of Pittsburgh, Allegheny County, with Class A carriers, Class B carriers and Class D carriers operating over regular routes.

THIRD: That no right, power or privilege is granted to transport (a) fire brick and clay products, or fire clay, from the facilities of the Laclede-Christy Company located in the Borough of Osceola Mills and the Township of Bradford, Clearfield County; or (b) brick and clay products from the plants of Hiram Swank's Sons, Inc. in the Borough of Irvona, Clearfield County; or (c) lumber and building materials for W. E. Oakes Estate from the Borough of Clymer, Indiana County, to points within fifty (50) miles by the usually traveled highways of the limits of said borough, and vice versa.

FOURTH: That no right, power or privilege is granted to transport building materials and building construction materials such as are usually transported in dump trucks between points in the County of Clearfield, or between points in the Borough of Clearfield, Clearfield County, and within twenty-five (25) miles by the usually traveled highways of the limits of the said borough.

FIFTH: That no right, power or privilege is granted to transport brick, structural tile, clay and clay products, bonding mortar and other refractories, materials and products used in the manufacture of brick structural tiles, clay products and refractories and containers between points in the Borough of Clearfield, Clearfield County, and within twenty-five (25) miles of the limits thereof, or from points in said territory or from points in Clearfield County.

SIXTH: That no right, power or privilege is granted to transport property between points in the Borough of Curwensville, Clearfield County, or from points in said borough to points within twenty-five (25) miles by the usually traveled highways of the limits of the said borough, and vice versa.

SEVENTH: That no right, power or privilege is granted to transport lumber, lime, brick, clay products, coal, hides, beer, fire brick, fire clay, clay, high temperature bonding mortar and cement, plastic fire brick, brickbats, and pallets from points in the Boroughs of Curwensville and Lumber City, Clearfield County, and the Townships of Pike and Penn, Clearfield County.

→ ?
Whose conditions are these?
1) V. minor to avoid duplicate?
2) apply to F. 4?
A-12

EIGHTH: That no right, power or privilege is granted to transport property from points in the Borough of Clymer, Indiana County, and within five (5) miles by the usually traveled highways of the limits of said borough to points within twenty-five (25) miles by the usually traveled highways of the limits of said borough, and vice versa.

NINTH: That no right, power or privilege is granted to transport (a) household goods and office equipment in use from points in the Borough of Clymer, Indiana County, and within twenty-five (25) miles by the usually traveled highways of the limits of said borough, or vice versa; or (b) household goods in use from points in the Borough of Leechburg, Armstrong County, and within ten (10) miles by the usually traveled highways of the limits of said borough, to points in Pennsylvania, or vice versa.

TENTH: That no right, power or privilege is granted to transport property between points in the Borough of Leechburg, Armstrong County, and within twelve (12) miles by the usually traveled highways of the limits of said borough.

ELEVENTH: That no right, power or privilege is granted to transport property between the Borough of Avonmore and the Village of Salina, Bell Township, Westmoreland County, and the Borough of Saltsburg, Indiana County, and the Boroughs of Leechburg and Apollo, Armstrong County, or the right to consolidate said operation with certificated routes between Pittsburgh, Leechburg, Vandergrift and Apollo, or the right to render through service between Pittsburgh and Avonmore, Salina and Saltsburg.

TWELFTH: That no right, power or privilege is granted to transport property from points in the County of Allegheny to points in the Boroughs of Leechburg, Apollo and North Apollo, the Village of North Vandergrift, the Township of Parks, Armstrong County, the Boroughs of West Leechburg, Hyde Park, Vandergrift, East Vandergrift, Oklahoma and Avonmore, and the Village of Salina, Bell Township, Westmoreland County, and the Borough of Saltsburg, Indiana County, and vice versa.

THIRTEENTH: That no right, power or privilege is granted to transport property between points in the Borough of Vandergrift, Westmoreland County, and within fifteen (15) miles by the usually traveled highways of the limits of said borough.

FOURTEENTH: That no right, power or privilege is granted to provide service for Allegheny Ludlum Steel Corporation; A. P. Green Firebrick Company; United States Steel Corporation; United Engineering & Foundry Company; Butler Refractories Company; Raychord Corporation; General Refractories Company and General Steel Industries, Inc., National Roll Division; General Refractories Company; St. Joe Zinc Company; Cerro Metal Products; and All Metals, Inc. and Charles Bluestone Company.

FIFTEENTH: That no right, power or privilege is granted to provide service to or from the facilities of Schenley Distributors, Inc. and affiliated companies; Joseph S. Finch Company; Logansport Distilling Company and other affiliated companies; Jones & Laughlin Steel Corporation; National Materials Corporation; and Harbison-Walker Refractories, Division of Dresser Industries, Inc.

APPENDIX B

AUTHORITY TO BE PURCHASED

BY

PITT-OHIO EXPRESS, INC.

FROM

BREMAN'S EXPRESS, INC.

APPENDIX - B
to
Pitt-Ohio Express, Inc.

OPERATING AUTHORITY

Certificate No. A.80581
Folder 2, Am-D

1. To transport, as a Class B carrier, property between points in the City of Pittsburgh, Allegheny County. (formerly A.33343, F. 4)
2. To transport, as a Class D carrier, property from the City of Pittsburgh, Allegheny County, to points in the said county, and vice versa. (formerly A.33343, F. 4)

with right No. 2 above subject to the following condition:

That the rights, powers and privileges hereby granted shall not include the right to transport from one municipality to another with the exception of Pittsburgh, or to transport between points in any municipality, except Pittsburgh.

3. To transport, as a Class D carrier, property from points in the County of Allegheny to points on the following routes, and vice versa: (formerly A.33343, F. 4)

Route 1: Between the City of Beaver Falls, Beaver County, and the City of Pittsburgh, Allegheny County, via Highway Routes 88 and 18; and between the Borough of Aliquippa, Beaver County, and the City of Pittsburgh, Allegheny County, via Highway Route 51, Ohio River Bridge at Sewickley and Highway Route 88.

Route 2: Between the Borough of West Homestead and the City of Pittsburgh, Allegheny County, via Homestead, Mumhall and Hays.

Route 3: Between the City of Pittsburgh, Allegheny County, and the City of Washington, Washington County, via Hendersonville, Canonsburg, Houston and Meadowlands; between the City of Pittsburgh, Allegheny County, and the Village of Richfol, Washington County, via Highway Route 19 to Donaldson Crossroads, thence via connecting route to Highway Route 519 to Morganza, thence via Highway Route 519 to the Village of Richfol; alternate route between the City of Pittsburgh, Allegheny County, and the Village of Richfol, Washington County, via Point Bridge, Noblestown Road, Carnegie and Highway Route 519.

Route 4: Between the Cities of Pittsburgh and Clairton, Allegheny County, via Boulevard of the Allies, Twenty-second Street Bridge, Carson Street and Boulevard through Hays, Lincoln Place and Dravosburg to Clairton, and between Clairton, Elizabeth and West Elizabeth via the Clairton and Elizabeth Road.

Route 5: Between the Cities of Pittsburgh and Clairton, Allegheny County, via Liberty Tubes, Saw Mill Run Boulevard, Pleasant Hills and Large;

with Route 5 above subject to the following conditions:

FIRST: That no right, power or privilege is granted to transport household goods in use.

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✓ **SECOND:** That no right, power or privilege is granted to transport beer except during such time as the certificate holder holds a permit from the Liquor Control Board or other governmental authority from which such permits will be required.

✓ **Route 6:** Between the Cities of Pittsburgh, Allegheny County, and Butler, Butler County, via Highway Route 8, and between said cities via Etna, Bakertown, Highway Route 855, Valencia, Mars, Evans City, Conoquenessing and Highway Route 68; between Beaver Falls and Butler, via New Brighton, Zelienople, Harmony and Evans City over and along Highway Route 68; and between New Castle and Butler via Highway Route 422;

✓ with Route 6 above subject to the following conditions:

✓ **FIRST:** That no right, power or privilege is granted to render direct service from points in the County of Allegheny to points on the above described Route 6 between Beaver Falls and Butler and Between New Castle and Butler, including Portersville, Butler County, or vice versa.

✓ **SECOND:** That applicant's trucks in furnishing the above authorized transportation shall be limited to the highways included in the authorized routes except in the County of Allegheny.

- ✓ 4. To interchange property at the City of Pittsburgh, Allegheny County, with other Class A carriers and Class D carriers operating over regular routes subject to the provisions of Pa. Code Title 52, §31.22 governing Class A carriers. (formerly A.33343, F. 4)
- ✓ 5. To transport, as a Class B carrier, household goods, in use, and livestock, between points in the Boroughs of Sewickley, Haysville, Glen Osborne, Edgeworth and Leetsdale, Allegheny County. (formerly A.33343, F. 5)
- ✓ 6. To transport, as a Class D carrier, household goods, in use, and livestock, from points in the Boroughs of Sewickley, Haysville, Glen Osborne, Edgeworth and Leetsdale, Allegheny County, to other points in Pennsylvania. (formerly A.33343, F. 5)
- ✓ 7. To transport, as a Class A carrier, property between the City of Beaver Falls, Beaver County, and the City of Pittsburgh, Allegheny County, over the following route: (formerly A.33343, F. 6)

Beginning in the City of Beaver Falls, thence via Highway Route 18 to the Borough of New Brighton, Beaver County, thence via Highway Route 88 to the City of Pittsburgh.
8. To transport, as a Class A carrier, property between the Borough of Aliquippa, Beaver County, and the City of Pittsburgh over the following route: (formerly A.33343, F. 6)

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✓ Beginning in the Borough of Aliquippa, thence via Highway Route 51 to the south side of the bridge crossing the Ohio River from Sewickley, thence across said bridge to the Borough of Sewickley, Allegheny County, thence via Highway Route 88 to the City of Pittsburgh.

✓ 9. To transport, as a Class D carrier, property from municipalities located immediately on both sides of the Ohio River from Pittsburgh to the dividing line between Allegheny and Beaver Counties, on both sides of the Monongahela River from Pittsburgh to the dividing line between Allegheny and Washington Counties, and on the west side of the Allegheny River from Pittsburgh to the dividing line between Allegheny and Butler Counties, and on the east side of the Allegheny River from Pittsburgh to the dividing line between Allegheny and Westmoreland Counties, to points on the following route: (formerly A.33343, F. 6)

✓ Beginning in the City of Beaver Falls, thence via Highway Route 18 to the Borough of New Brighton, Beaver County, thence via Highway Route 88 to the City of Pittsburgh, and vice versa;

✓ with right No. 9 above subject to the following conditions:

✓ That the applicant's trucks in furnishing the above authorized transportation shall be limited to the highways included in the authorized routes except in the County of Allegheny.

✓ 10. To transport, as a Class A carrier, property between the Borough of West Homestead and the City of Pittsburgh, Allegheny County, via Homestead, Munhall and Hays. (formerly A.33343, F. 7)

✓ 11. To transport, as a Class C carrier, uncrated refrigerators, coolers, or meat display cases, weighing not less than nine hundred pounds, for commercial installation, for McCray Refrigerator Sales Corporation, from the City of Pittsburgh, Allegheny County, to points in Pennsylvania within fifty miles, by the usually traveled highways of the limits of the City of Pittsburgh. (formerly A.33343, F. 7)

✓ 12. To transport, as a Class D carrier, property from municipalities located immediately on both sides of the Ohio River from Pittsburgh to the dividing line between Allegheny and Beaver Counties, on both sides of the Monongahela River from Pittsburgh to the dividing line between Allegheny and Washington Counties, and on the west side of the Allegheny River from Pittsburgh to the dividing line between Allegheny and Butler Counties, and on the east side of the Allegheny river from Pittsburgh to the dividing line between Allegheny and Westmoreland Counties, to points on the following route: (formerly A.33343, F. 7)

✓ Between the Borough of West Homestead and the City of Pittsburgh, Allegheny County, via Homestead, Munhall and Hays, and vice versa:

✓ with right No. 12 above subject to the following condition:

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✓ That the applicant's trucks in furnishing the above authorized transportation shall be limited to the highways included in the authorized routes except in the County of Allegheny.

✓ with rights Nos. 10, 11 and 12 subject to the following condition:

✓ That no right, power or privilege is granted to transport property between points in the City of Pittsburgh, Allegheny County.

✓ 13. To transport, as a Class A carrier, property, over the following route:
(formerly A.33343, F. 8)

✓ Between the City of Pittsburgh, Allegheny County, and the City of Washington, Washington County, via Hendersonville, Canonsburg, Houston and Meadowlands.

✓ 14. To transport, as a Class A carrier, property between the City of Pittsburgh, Allegheny County, and the Village of Richfol, Washington County, over the following route: (formerly A.33343, F. 8)

✓ Beginning at 25th and Penn Avenues in the City of Pittsburgh, thence via Tenth Street, William Penn Way, Sixth Street, Liberty Bridge, Liberty Tubes, West Liberty Avenue, Washington Road to Highway Route 19, thence via Highway Route 19 through Brookside Farms to the Village of Lawrence, Washington County, thence via Donaldson Crossroads to Highway Route 519, thence via the Borough of Canonsburg, and the Villages of Houston and Meadowlands, Washington County, to the Village of Richfol, Washington County, including intermediate points;

✓ and an alternate route:

✓ Beginning at 25th and Penn Avenues in the City of Pittsburgh, Allegheny County, thence via Point Bridge to West Carson Street, West End Traffic Signal, South Main Street, Mansfield Avenue, Crafton Boulevard and Noblestown Road to the Borough of Carnegie, Allegheny County, thence via Highway Route 519 to the Village of Hendersonville, Washington County, thence through the Borough of Canonsburg and the Villages of Houston and Meadowlands to the Village of Richfol, including intermediate points.

✓ 15. To transport, as a Class D carrier, property, from municipalities located immediately on both sides of the Ohio River from Pittsburgh to the dividing line between Allegheny and Beaver Counties on both sides of the Monongahela River from Pittsburgh to the dividing line between Allegheny and Washington Counties, and on the west side of the Allegheny River from Pittsburgh to the dividing line between Allegheny and Butler Counties, and on the east side of the Allegheny River from Pittsburgh to the dividing line between Allegheny and Westmoreland Counties, to points on the following route: (formerly A.33343, F. 8)

✓ Between the City of Pittsburgh, Allegheny County and the City of Washington, Washington County, via Hendersonville, Canonsburg, Houston, and Meadowlands and vice versa;

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with right No. 15 above subject to the following condition:

That the applicant's trucks in furnishing the above authorized transportation shall be limited to the highways included in the authorized routes except in the County of Allegheny.

16. To transport, as a Class D carrier, food commodities for the Bureau of Public Assistance of the Commonwealth of Pennsylvania, from the City of Pittsburgh, Allegheny County, to points in the Counties of Allegheny, Armstrong, Beaver, Butler, Fayette, Greene, Lawrence, Mercer, Washington and Westmoreland. (formerly A.33343, F. 9)
17. To transport, as a Class D carrier, bakery products for the Colonial Biscuit Company, from the City of Pittsburgh, Allegheny County, to points within an air-line distance of seventy-five (75) statute miles of the City-County Building in the said city and vice versa. (formerly A.33343, F. 10)
18. To transport, as a Class A carrier, property between the Cities of Pittsburgh and Clairton, Allegheny County, via Boulevard of Allies, over the Twenty-Second Street Bridge to the South Side; thence by Carson Street and Boulevard through Hays, Lincoln Place and Dravosburg to Clairton and between Clairton, Elizabeth and West Elizabeth, via the Clairton and Elizabeth Road. (formerly A.33343, F.12)
19. To transport, as a Class D carrier, property between the Cities of Pittsburgh and Clairton, Allegheny County, including intermediate points, via the Liberty Tubes, the Saw Mill Run Boulevard, Overbrook, Pleasant Hills and Large; and the right to consolidate and render through service, or to use it as an alternate route with its certificated route between said cities, via the Boulevard of the Allies, Twenty-Second Street Bridge, South Side, Carson Street, the Boulevard through Hays, Lincoln Place, Dravosburg, Elizabeth and West Elizabeth. (formerly A.33343, F. 13)
20. To transport, as a Class B carrier, property between points in the City of Jeannette, Westmoreland County, and within five (5) miles by the usually traveled highways of the limits of said city. (formerly A.33343, F. 13)
21. To transport, as a Class C carrier, property from points in the City of Jeannette, Washington County, and within five (5) miles by the usually traveled highways of the limits of said city to points within fifteen (15) miles by the usually traveled highways of the limits of said city. (formerly A.33343, F. 13)
22. To transport, as a Class D carrier, beer for the Fort Pitt Brewing Company (previously operated as the Victory Brewing Company) from the City of Jeannette, Westmoreland County, to points in Pennsylvania within one hundred (100) miles by the usually traveled highways of the limits of said city and the return of empty containers to the said city. (formerly A.33343, F. 13)
23. To transport, as a Class D carrier, rubber products, tires, glass, glass products, kitchen utensils, power accessories, electric shades, toys, brewing

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supplies, and raw materials used in the manufacture of said commodities, from points in the City of Jeannette, Westmoreland County, to points in the City of Pittsburgh, Allegheny County, and vice versa. (formerly A.33343, F. 13)

- ✓ 24. To interchange shipments of rubber products, tires, glass, glass products, kitchen utensils, power accessories, electric shades, toys, brewing supplies, and raw materials used in the manufacture of said commodities, with Class A and Class D certificated carriers operating over regular routes, at the certificate holder's terminals in the Cities of Pittsburgh, Allegheny County, and Jeannette, Westmoreland County, subject to the provisions of Pa. Code Title 52, §31.22 governing Class A carriers. (formerly A.33343, F. 13)
- ✓ 25. To transport, as a Class D carrier, property from the City of Jeannette, Westmoreland County, and points within fifteen (15) miles by the usually traveled highways of the limits of the said city, and from the Boroughs of Latrobe, Derry, Ligonier, Mount Pleasant, and Youngwood, Westmoreland County, to points in the County of Allegheny, and vice versa; with the right to interchange shipments with Class A carriers and with Class D carriers operating over regular routes at the certificate holder's terminals in the Cities of Pittsburgh, Allegheny County, and Jeannette, Westmoreland County, subject to the provisions of Pa. Code Title 52, §31.22 governing Class A carriers; (formerly A.33343, F. 13)

✓ with right No. 25 above subject to the following condition:

✓ That no right, power or privilege is granted to transport property between points, both which of which are located in the County of Allegheny, except as authorized in Paragraphs 20 through 24 above;

✓ with rights Nos. 20, 21, 22, 23, 24 and 25 subject to the following conditions:

✓ FIRST: That no right, power or privilege is granted to transport household goods in use.

✓ SECOND: That no right, power or privilege is granted to transport beer except during such times as the certificate holder holds a permit from the Liquor Control Board or other governmental authority from which such permits will be required.

- ✓ 26. To transport, as a Class A carrier, property, excluding household goods and related articles, over the following routes: formerly A.33343, F. 15)

✓ Between Pittsburgh, Allegheny County, and Butler, Butler County, via Etna, Talley Cavey, Bakerstown, and Cooperstown, over Highway Route 8, and also via Etna, Bakerstown, Highway Route 855, Valencia, Mars, Evans City and Conoquenessing, over Highway Routes 68 and 8, (Three Degree Road and other connecting roads).

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Between Beaver Falls, Beaver County, and Butler, Butler County, via New Brighton, Zelienople, Harmony and Evans City, over and along Highway Route 68.

Between New-Castle, Lawrence County, and Butler, Butler County, via Highway Route 422.

27. To transport, as a Class D carrier, property from municipalities located immediately on both sides of the Ohio River from Pittsburgh, to the dividing line between Allegheny and Beaver Counties, on both sides of the Monongahela River from Pittsburgh to the dividing line between Allegheny and Washington Counties, and on west side of Allegheny River from Pittsburgh to the dividing line between Allegheny and Butler Counties and on the east side of the Allegheny River from Pittsburgh to the dividing line between Allegheny and Westmoreland Counties to points on the above described routes between the City of Butler and the City of Pittsburgh, Allegheny County, and vice versa; (formerly A.33343, F. 15)

with rights Nos. 26 and 27 subject to the following condition:

That the applicant's trucks in furnishing the above authorized transportation shall be limited to the highways included in the authorized routes except in the County of Allegheny.

28. To transport, as a Class A carrier, property between the City of Pittsburgh, Allegheny County, and the Borough of Beaver Falls, Beaver County, over the following route: (formerly A.33343, F. 17)

Beginning at 600 West Lacock Street, N. S. Pittsburgh; thence following route of the old Lincoln Highway through the Boroughs of Ambridge, Baden, Conway, Freedom, Rochester, Monaca, Beaver and New Brighton to the terminus of the company in Beaver Falls.

and over the following spur route;

Beginning at the Borough of Beaver, thence via Highway Route No. 68 to Midland and return.

29. To transport, as a Class D carrier, property from municipalities located immediately on both sides of the Ohio River from Pittsburgh to the dividing line between Allegheny and Beaver Counties, on both sides of the Monongahela River from Pittsburgh to the dividing line between Allegheny and Washington Counties, and on the west side of the Allegheny River from Pittsburgh to the dividing line between Allegheny and Butler Counties, and on the east side of the Allegheny River from Pittsburgh to the dividing line between Allegheny and Westmoreland Counties, to points on the route and spur route in right No. 28 above between the City of Pittsburgh and the Borough of Beaver Falls, Beaver County; (formerly A.33343, F. 17)

with rights Nos. 28 and 29 above subject to the following condition:

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That the certificate holder's trucks in furnishing the above authorized transportation shall be limited to the highways included in the authorized route, except in the County of Allegheny.

30. To transport, as a Class A carrier, property over the following spur routes between the Borough of Monaca and the Village of Kobuta, Beaver County, over the following route; (formerly A.33343, F. 17)

Beginning in the Borough of Monaca, Beaver County, thence via Highway Route 18 to the Village of Kobuta, Beaver County, and return;

with right No. 30 above subject to the following conditions:

FIRST: That no right, power or privilege is granted to transport property requiring special equipment to load, unload or transport.

SECOND: That no right, power or privilege is granted to transport commodities in bulk in tank vehicles.

31. To transport, as a Class D carrier, property for the Mackintosh Hemphill Company from the Borough of Midland, Beaver County, to Allenport, Washington County, Monessen, Westmoreland County, Butler, Butler County, Ellwood City and New Castle, Lawrence County, and Sharon, Mercer County, in LTL quantities, and vice versa. (formerly A.33343, F. 18)

32. To transport, as a Class A carrier, property, between Pittsburgh and New Castle, via Millvale, Babcock Boulevard and Keown, thence over Highway Route 19, via Wexford, Warrendale and Zelienople, thence via Highway Route 288 to Ellwood City, thence via Highway Route 88 to New Castle; between Beaver Falls and New Castle via Highway Route 18 and via Highway Route 351 between Koppel and Ellwood City. (formerly A.33343, F. 19)

33. To transport, as a Class D carrier, property from municipalities located immediately on both sides of the Ohio River from Pittsburgh to the dividing line between Allegheny and Beaver Counties, on both sides of the Monongahela River from Pittsburgh to the dividing line between Allegheny and Washington Counties, and on the west side of the Allegheny River from Pittsburgh to the dividing line between Allegheny and Butler Counties, and on the east side of the Allegheny River from Pittsburgh to the dividing line between Allegheny and Westmoreland Counties, to points on the said Pittsburgh-New Castle Route as described in right No. 32 above, and vice versa; (formerly A.33343, F. 19)

Alternate Route between Pittsburgh and Beaver Falls via Ohio River Boulevard; provided, however, that no right, power or privilege is granted to transport property to or from Pittsburgh and Beaver Falls and intermediate points between said places.

34. To transport, as a Class D carrier, property, excluding household goods, in use, from the Ellwood Foundry and Machine Company in the Borough of Ellwood City,

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Lawrence County, and the Shenango Pottery Company at New Castle, Lawrence County, to the City of Pittsburgh, Allegheny County, for further transportation by rail. (formerly A.33343, F. 19)

35. To transport, as a Class B carrier, property between points in the City of New Castle and the Townships of Taylor, Hickory, Neshannock, Union, Shenango and North Beaver, Lawrence County. (formerly A.33343, F. 19)
36. To transport, as a Class C carrier, property from points in the City of New Castle and the Townships of Taylor, Hickory, Neshannock, Union, Shenango and North Beaver, Lawrence County, to other points in the Counties of Mercer, Lawrence and Beaver, and the western part of the county of Butler extending as far east as the City of Butler, excluding the said city. (formerly A.33343, F.19)
37. To transport, as a Class D carrier, household goods, in use, and baggage from points in the City of New Castle and the Townships of Taylor, Hickory, Neshannock, Union, Shenango and North Beaver, Lawrence County, to other points in Pennsylvania. (formerly A.33343, F. 19)
38. To transport, as a Class D carrier, property from points in the County of Allegheny to points on the following routes, and vice versa: (formerly A.33343, F. 19)

Beginning in the City of Pittsburgh, Allegheny County, thence via Millvale, Babcock Boulevard and Keown, thence over Highway Route 19, via Wexford, Warrendale and Zelienople, thence via Highway Route 288 to Ellwood City, thence via Highway Route 88 to New Castle, between Beaver Falls and New Castle via Highway Route 18 and between Koppel and Ellwood City via Highway Route 351; and to the Boroughs of Valencia, Mars, Evansburg and Harmony, Butler County, and vice versa;

with right No. 38 above to be subject to the following conditions:

- ✓FIRST: That no right, power or privilege is granted to transport property from points in Allegheny County to points on the above-described routes located in Allegheny County.
- ✓SECOND: That no right, power or privilege is granted to transport property requiring the use of carryalls, winch trucks or tractors and/or pole trailers.

with rights Nos. 32 through 38 subject to the following conditions:

FIRST: That the rights, powers and privileges hereby granted include the right to serve Ingomar, Warrendale, Wexford, Evans City, Harmony and other stations on the former route of the Pittsburgh, Harmony, Butler and New Castle Railway Company and of the Pittsburgh, Mars and Butler Railway Company, near the main highways hereinbefore described, together with the right to pick up and deliver along these routes and within the terminal cities, except as otherwise prohibited.

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- ✓ **SECOND:** That no rights, power or privilege is granted to transport freight, express or merchandise on any trip or trips in either direction locally between the City of Pittsburgh and Borough of Millvale.
- ✓ **THIRD:** That no right, power or privilege is granted to render local service in the City of Pittsburgh.
39. ✓ To transport, as a Class A carrier, property over an alternate route between the intersection of Highway Route 19 and Interstate Highway 79 near the Borough of Zelienople, Butler County, and the City of New Castle, Lawrence County, via Interstate Highway 79 to its intersection with Highway Route 488, thence via Highway Route 488 to its intersection with Highway Route 19 at the Borough of Portersville, Butler County, thence via Highway Route 19 to its intersection with Highway Route 422, thence via Highway Route 422 to the City of New Castle, Lawrence County. (formerly A.33343, F. 19)
40. ✓ To transport, as a Class A carrier, property over an alternate route between the intersection of Highway Route 19 and Interstate Highway 79 near the Borough of Zelienople, Butler County, and the City of New Castle, Lawrence County, via Interstate Highway 79 to its intersection with Highway Route 422, thence via Highway Route 422 to the City of New Castle, Lawrence County. (formerly A.33343, F. 19)
41. ✓ To transport, as a Class D carrier, property between points in the Borough of Portersville, Butler County, and from points in the said borough to points in the Counties of Allegheny, Beaver, Butler and Washington, and vice versa; and from points in the said borough to other points in Pennsylvania, and vice versa, by interchange with Class A and Class D carriers at points in the County of Allegheny; excluding the transportation of commodities in bulk in dump vehicles, tank vehicles or in hopper-type vehicles and commodities which because of size or weight require special equipment such as winch trucks or tractors, pole trailers, carryalls and extendible trailers. (formerly A.33343, F. 19)
42. ✓ To transport, as a Class D carrier, property (excluding property in bulk and household goods in use) between points in the Counties of Greene, Fayette, Washington and Westmoreland, and from points in said counties to points in the Counties of Beaver, Butler and Lawrence, and vice versa; restricted against any transportation to, from or between points in Allegheny County, except as presently authorized, and to interchange property (excluding property in bulk and household goods in use) with other Class A and Class D carriers who are authorized to interchange traffic, in the City of Pittsburgh, Allegheny County, restricted to traffic moving to or from points in the Counties of Mercer, Greene, Fayette, Washington and Westmoreland. (formerly A.33343, F. 19)

with right No 42 above subject to the following conditions:

- ✓ **FIRST:** That no right, power or privilege is granted to transport shipments of iron and steel, iron and steel products, and materials, supplies and equipment used or useful in the manufacture thereof which weigh more

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than 1500 pounds and which move to or from steel mills, steel warehouses, steel fabricating plants, machine shops and foundries, except as presently authorized.

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

✓THIRD: That no right, power or privilege is granted to interchange property moving to or from points in Fayette County, except those presently authorized.

✓FOURTH: That no right, power or privilege is granted to interchange any traffic with any other carrier moving to or from the facilities of the Latrobe Electric Steel Company, American Locomotive Company, Latrobe Foundry Machine & Supply Company, all in Latrobe, Westmoreland County.

✓FIFTH: That no right, power or privilege is granted to transport property from points in Mercer County to points in the Counties of Greene, Fayette, Washington, Westmoreland, Allegheny, Beaver, Butler and Lawrence, and vice versa.

✓SIXTH: That no right, power or privilege is granted to provide service to or from Allegheny Ludlum Steel Corporation in the Borough of West Leechburg, General Refractories Company in the Village of Salina, General Steel Industries, Inc., National Roll Division in the Borough of Avonmore, United Engineering and Foundry Company (presently known as Wean United, Inc.) in the Borough of Vandergrift, United States Steel Corporation in the Borough of Vandergrift, Lumus Chemical Company in the City of New Kensington and Reynolds Manufacturing Company in the Borough of Avonmore, all in Westmoreland County; and Allegheny Brick Company in the Township of East Deer, Allegheny County; Pittsburgh Metals Purifying, Division of the Susquehanna Corporation and the Ingot Aid Division of The Susquehanna Corporation in the City of New Castle, Lawrence County, and the Township of Clinton, Butler County; Allegheny Minerals Corp., in the Township of Mercer, Butler County; Treedale Laboratories, Division of Susquehanna Corporation in the Borough of Bellevue, Allegheny County; Monongahela Concrete Products Co in the City of Monongahela, Washington County; General Chemical Division of Allied Chemical and Dye Corp. at the Village of Newell, Fayette County; except as applicant is presently authorized to serve the above-named companies.

✓43. To transport, as a Class D carrier, property for Union Electric Steel Corp. from its plant in the Township of Smith, Washington County, to points in the Counties of Allegheny Beaver, Butler, Lawrence and Washington, and vice versa; and from the plant of Union Electric Steel Corp. in the said township to other points in Pennsylvania, and vice versa, by interchange with Class A and D carriers at points in the County of Allegheny; excluding the transportation of commodities in bulk in tank or hopper-type vehicles. (formerly A.33543, F. 20)

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✓ To transport, as a Class D carrier, products of the Washington Sales Corporation from its plant in the Village of Norvelt, Westmoreland County, to points in the City of Greensburg, Westmoreland County;

✓ To transport, as a Class D carrier, express from the City of Greensburg to the plant of the Washington Sales Corporation at Norvelt, Westmoreland County;

✓ To transport, as a Class D carrier, property for department stores and mercantile houses (excluding Sears, Roebuck and Company, Greensburg Primary Dealer and Vegetation Control Service Company) between points in the City of Greensburg and the Borough of South Greensburg, Westmoreland County, and from points in the said city and borough to points within ninety-five (95) miles by the usually traveled highways of the limits of the said city and borough and vice versa, excluding the City of Pittsburgh, Allegheny County;

✓ To transport, as a Class B carrier, property between points in the City of Jeannette, Westmoreland County;

✓ To transport, as a Class D carrier, property from points in the City of Jeannette, Westmoreland County, to points in the County of Westmoreland within fifteen (15) miles by the usually traveled highways of the limits of said city, and vice versa;

✓ To transport, as a Class D carrier, property from points in the City of Jeannette, Westmoreland County, to points in the Borough of Leechburg, Armstrong County, and vice versa;

✓ To transport, as a Class D carrier, fertilizer and building supplies between points in the City of Jeannette, Westmoreland County, and within five (5) miles by the usually traveled highways of the limits of said city;

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? (Per
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amended)
To transport, as a Class D carrier, rubber products, tires, glass and glass products, kitchen utensils, power accessories, electric shades, toys, brewing supplies, and raw materials used in the manufacture of said commodities, from points in the City of Jeannette, Westmoreland County, to points in the City of Pittsburgh, Allegheny County, and vice versa. (Amended by Am - A)

9
R (Per
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amended)
To transport, as a Class D carrier, freight and merchandise for Walworth & Company from points in the Borough of South Greensburg, Westmoreland County, to points in the City of Pittsburgh, Allegheny County, with the right to interchange with Class A and Class D carriers operating over regular routes at the City of Pittsburgh, subject to the provisions of General Order No. 29; (Amended by Am - B A)

✓ To transport, as a Class D carrier, beer from points in the Cities of Jeannette and Greensburg, Westmoreland County, to points within one hundred (100) miles by the usually traveled highways of the limits of said cities, and the return of empty containers on the return trips;

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✓ To transport, as a Class D carrier, property in emergencies for the Elliot Company between its plants in the City of Jeannette, Westmoreland County, and the Borough of Ridgway, Elk County, and from the said plants to points within one hundred (100) miles by the usually traveled highways of the point of origin and vice versa;

✓ To interchange shipments of rubber products, tires, glass and glass products, kitchen utensils, power accessories, electric shades, toys, brewing supplies, and raw materials used in the manufacture of said commodities, with Class A and Class D carriers operating over the regular routes in the Cities of Jeannette, Westmoreland County and Pittsburgh, Allegheny County, subject to Rule 202 of General Order No. 29, covering Class A carriers;

✓ The right immediately preceding subject to the following condition:

✓ That no right, power or privilege is granted to transport property requiring the use of special equipment such as carryalls, winch trucks, winch tractors or pole trailers.

✓ To transport, as a Class A carrier, property between points in the following territory previously served by the West Penn Railways Company, Penn Transit Company, and other carriers having the right to render pick up and delivery service for said companies, via the following routes:

✓ Between the City of Pittsburgh, Allegheny County, and the Borough of Fairchance, Fayette County, via Highway Route 30 to the intersection of Highway Route 981, thence via Highway Route 981 to the Borough of Latrobe, Westmoreland County, thence returning via Highway Route 981 to the Village of Pleasant Unity, Westmoreland County, and thence by Highway Route 819 to the Borough of Scottdale, Westmoreland County, and Highway Route 119 to the Borough of Fairchance;

✓ and the following alternate route:

✓ Between the City of Greensburg, Westmoreland County, and the Borough of Scottdale, via Highway Route 119 or Highway Route 819;

✓ and the following spur routes:

✓ Beginning in the Borough of Irwin, Westmoreland County, thence via the Village of Rillton, the Village of Herminie and the Borough of Arona, Westmoreland County, to Highway Route 30 and vice versa;

✓ Between the City of Jeannette and the Village of Harrison City, Westmoreland County;

✓ Between the City of Jeannette and the Village of Claridge, Westmoreland County;

✓ Between the Borough of Latrobe and the Borough of Derry, Westmoreland County;

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also the following off-route points which are located within three (3) miles on either side of the above described routes:

- ✓ Irwin Zone - Larimer, Aradra, Cavettsville, Trafford, Edna Numbers 1 and 2, Hahntown, Yukon, North Irwin, Penglyn, Shawtown, Sheridan, Terrace, County Playground, Westmoreland City, Manor, Manor Heights, Straw Pump, Adamsburg, Jacktown, Circleville, Claridge, Rillton, Shafton, Cereal, Herminie Numbers 1 and 2, Harrison City, Stewardsville, Madison, Arona;
- ✓ Jeannette Zone - Oakford Park, Penn Station, Penn, Fort Pitt, Arlington, Oakford, Carbonworks, Grapeville, Lincoln Heights, Pleasant Valley;
- ✓ Greensburg Zone - Youngwood, Armbrust, Country Club, South Greensburg, Haydenville, Country Home, Ludwick, Southwest Greensburg;
- ✓ Latrobe Zone - Youngstown, Baggaley, Kingston, Musick Store, Dorothy, Loyalhanna, Derry, Bradenville, Saint Vincent, Beatty, Oakville, Pandora, McChesneytown, Whitney;
- ✓ Mt. Pleasant Zone - Hecla Junction, Trout's Crossing, Standard Shaft, Bridgeport, Hurst High School, Hecla, Carpentertown, Middle Churches, Mannondville, Morewood, Central Tarr, Ruffsdale, Laurelville;
- ✓ Scottdale Zone - Iron Bridge, Everson, North Scottdale, West Overton, Pritts-town, Keiferstown, Owensdale, Browntown, Alverton, Donnelly, Hawkeye, Kingview;
- ✓ Connellsville Zone - Pennsville, Murphy Siding, Moyer, Coalbrook, Whistel Park, Poplar Grove, Davidson, Broadford, Liberty, Vanderbilt, Dawson, Dickerson Run, South Connellsville, Trotter, Leisenring Number 1, Braham's Crossing, Leisenring Number 3, Wheeler, Morrell, Dunbar;
- ✓ Uniontown Zone - Mt. Braddock, Shady Grove, Percy, Youngstown, Bethelboro, Gaddis Crossing, Lemont, Coolspring, Walnut Hill, Keisterville, Upper Middletown, Crossland, Bittner, Leisenring Number 2, Bute, Philips, Oliver Numbers 1, 2, and 3, Continental Numbers 1, 2, and 3, Leith, Hopwood, Brownfield, Oliphant, Wynn, Kyle, Fairchance, Shamrock, Revere, Footedale Numbers 1 and 2, New Salem, Buffington, Fairbanks, Filbert, Searights, Brownsville Junction;

excluding the transportation of property from the City of Pittsburgh, Allegheny County, to the Borough of Scottdale, Westmoreland County, the Cities of Connellsville, Uniontown and the Borough of Fairchance, Fayette County, and points in the Scottdale, Connellsville and Uniontown Zones, as above set forth, and vice versa;

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

(not on card)
FIRST: That no right, power or privilege is granted to render service from any point in the above described zones to another point in the same zone, unless either the point of origin or the point of destination of the shipment is a point at which a freight station of the West Penn Railway Company was formerly located.

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(not amended)
SECOND: That no right, power or privilege is hereby granted to provide local pick up and delivery service in the Borough of Scottdale, Westmoreland County, the Cities of Connellsville and Uniontown and the Borough of Fairchance, Fayette County, and in the Scottdale, Uniontown and Connellsville Zones; nor to transport property between any 2 points on the aforesaid route situate between the Boroughs of Scottdale, Westmoreland County, and Fairchance, Fayette County, and/or points in the Scottdale, Connellsville and Uniontown Zones, and vice versa.

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✓ To transport, as a Class D carrier, rubber products, tires, glass and glass products, kitchen utensils, power accessories, electric shades, toys, brewing supplies, and raw materials used in the manufacture of said commodities, from points in the City of Jeannette, Westmoreland County, to points in the County of Allegheny, and vice versa. (amended at 8/2/1917)

✓ To transport, as a Class D carrier, freight and merchandise for Walworth & Company from points in the Borough of South Greensburg, Westmoreland County, to points in the County of Allegheny with the right to interchange with Class A and Class D carriers operating over regular routes at the City of Pittsburgh, subject to the provisions of General Order No. 29. (amended at 9/1/1917)

✓ To transport, as a Class D carrier, property from points in the County of Allegheny to points on the following routes and to points in the following area, and vice versa:

✓ Between the City of Pittsburgh, Allegheny County, and the Borough of Fairchance, Fayette County, via Highway Route 30 to the intersection of Highway Route 981, thence via Highway Route 981 to the Borough of Latrobe, Westmoreland County, thence returning via Highway Route 981 to the Village of Pleasant Unity, Westmoreland County, and thence by Highway Route 819 to the Borough of Scottdale, Westmoreland County, and Highway Route 119 to the Borough of Fairchance;

✓ and the following alternate route:

✓ Between the City of Greensburg, Westmoreland County, and the Borough of Scottdale, via Highway Route 119 or Highway Route 819;

✓ and the following spur routes:

✓ Beginning in the Borough of Irwin, Westmoreland County, thence via the Village of Rillton, the Village of Herminie and the Borough of Arona, Westmoreland County, to Highway Route 30, and vice versa.

✓ Between the City of Jeannette and the Village of Harrison City, Westmoreland County.

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✓ Between the City of Jeannette and the Village of Claridge, Westmoreland County.

✓ Between the Borough of Latrobe and the Borough of Derry, Westmoreland County;

✓ also the following off-route points which are located within 3 miles on either side of the above described routes:

✓ Irwin Zone - Larimer, Ardara, Cavettsville, Trafford, Edna Nos. 1 and 2, Hahntown, Yukon, North Irwin, Penglyn, Shawtown, Sheridan, Terrace, County Playground, Westmoreland City, Manor, Manor Heights, Straw Pump, Adamsburg, Jacktown, Circleville, Claridge, Rillton, Shafton, Cereal, Herminie Nos. 1 and 2, Harrison City, Stewartville, Madison and Arona.

✓ Jeannette Zone - Oakford Park, Penn Station, Penn, Fort Pitt, Arlington, Oakford, Carbonworks, Grapeville, Lincoln Heights and Pleasant Valley.

✓ Greensburg Zone - Youngwood, Armbrust, County Club, South Greensburg, Haydenville, County Home, Ludwick, and Southwest Greensburg.

✓ Latrobe Zone - Youngstown, Baggaley, Kingston, Musick Store, Dorothy, Loyalhanny, Derry, Bradenville, Saint Vincent, Beatty, Oakville, Pandora, McChesneytown-and Whitney.

✓ Mt. Pleasant Zone - Hecla Junction, Trout's Crossing, Standard Shaft, Bridgeport, Hurst High School, Hecla, Carpentertown, Middle Churches, Hammondville, Morewood, Central Tarr, Ruffsdale and Laurelville;

the right immediately above subject to the following conditions:

That no right, power or privilege is granted to render service to or from the City of Pittsburgh, except as presently authorized.

That no right, power or privilege is granted to render service from points in the County of Allegheny to points in the Borough of Scottdale, Westmoreland County, the Cities of Connellsville and Uniontown, and the Borough of Fairchance, Fayette County, or vice versa;

and all the rights herein granted subject to the following conditions:

That no right, power or privilege is granted to transport property which because of its size or weight requires the use of special equipment such as carryalls, winch trucks, winch trailers or pole trailers.

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All subject to the following conditions:

FIRST: That no right, power or privilege is granted to render service between points in the County of Allegheny, or between points within an airline distance of fifteen (15) statute miles of the City-County Building in the City of Pittsburgh, Allegheny County.

SECOND: That no right, power or privilege is granted to transport food commodities for the Bureau of Public Assistance of the Commonwealth of Pennsylvania, from the City of Pittsburgh, Allegheny County, to points in the Counties of Allegheny, Armstrong, Butler and Westmoreland.

THIRD: That no right, power or privilege is granted to provide service to or from Allegheny Ludlum Steel Corporation; A. P. Green Firebrick Company; Butler Refractories Company; Schenley Distributors, Inc. and affiliated companies; Joseph S. Finch Company and Logansport Distilling Company and other affiliated companies; Jones & Laughlin Steel Corporation; Crucible, Inc., a Division of Colt Industries; St. Joe Zinc Company; All Metals, Inc. and Charles Bluestone Company; and United States Steel Corporation.

FOURTH: That no right, power or privilege is granted to transport any shipment weighing 25,000 pounds or more (a "shipment" being defined as a quantity of freight received from one consignor, at one location, at one origin point, on one day destined to one consignee, at one location, at one destination point), between points in the County of Butler, or from points in the County of Butler to points in Pennsylvania.

APPENDIX C

AUTHORITY TO BE RETAINED

BY

BREMAN'S EXPRESS, INC.

Folder 6

(Enclosed on last page or under)
? ①
As a Class D carrier, building construction materials such as are usually transported in dump trucks, between points not to exceed a distance of fifteen (15) miles from point of origin to point of construction or disposal in the County of Clearfield:

(RE-2 under)
②
To transport, as a Class D carrier, brick, structural tile, clay and clay products, bonding mortar and other refractories, materials and products used in the manufacture of brick, structural tiles, clay products and refractories and containers between points in the Borough of Clearfield, Clearfield County, and within twenty-five (25) miles of the limits thereof, and from points in said territory to points in Pennsylvania, and return of refused or damaged merchandise and containers;

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As a Class D carrier, building materials such as are usually transported in dump trucks between points in the Borough of Clearfield, Clearfield County, and within twenty-five (25) miles by the usually traveled highways of the limits of the said borough, provided no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of construction or disposal;

To transport, as a Class D carrier, brick, structural tile, clay and clay products, bonding mortar and other refractories, materials and products used in the manufacture of brick, structural tile, clay products and refractories and containers from plants of Harbison-Walker Refractories Company in the County of Clearfield to plants of said company in the Counties of Allegheny, Armstrong and Huntingdon, and vice versa;

To transport, as a Class D carrier, brick, structural tile, clay and clay products, bonding mortar and other refractories, materials and products used in the manufacture of brick, structural tile, clay products and refractories and containers from plants of General Refractories Company in the County of Clearfield to plants of said company in the Counties of Blair and Huntingdon, and vice versa;

To transport, as a Class D carrier, brick, structural tile, clay and clay products, bonding mortar and other refractories, materials and products used in the manufacture of brick, structural tile, clay products and refractories and containers from plants of North American Refractories Company in the County of Clearfield to plants of said company in the Counties of Berks, Clinton, Elk and Huntingdon, and vice versa.

Folder 6, Am-A

To transport, as a Class B carrier, property, excluding household goods in use, between points in the Borough of Curwensville, Clearfield County.

To transport, as a Class C carrier, property, excluding household goods in use, from points in the Borough of Curwensville, Clearfield County, to points within twenty-five (25) miles by the usually traveled highways of the limits of the said borough, and vice versa.

To transport, as a Class D carrier, lumber, lime, brick, clay products, coal, hides and beer from points in the Borough of Curwensville and the Township of Pike, Clearfield County, to points in Pennsylvania, and vice versa.

To transport, as a Class D carrier, firebrick, fire clay, clay, high temperature bonding mortar and cement, plastic firebrick, brickbats, palletized or otherwise, and pallets used in the transportation of same from the Borough of Lumber City and the Townships of Penn and Pike, Clearfield County, to points in Pennsylvania, and vice versa.

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8/A.80581, Folder 6, Am-B

To transport, as a Class D carrier, refractories, refractory products and commodities used or useful in the installation of refractories and refractory products; and those materials, equipment and supplies used in the production and distribution of refractories and refractory products, from the facilities of North American Refractories Co. in the county of Berks, to points in Pennsylvania, and vice versa.

Subject to the following conditions:

That no right, power or privilege is granted to transport sand in bulk from the facilities of Pennsylvania Glass Sand Corp. in the counties of Mifflin and Huntingdon.

That no right, power or privilege is granted to transport commodities in bulk, in dump vehicles, to or from the borough of Homestead, Allegheny County, and points within 50 miles of the limits thereof.

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- ✓ To transport, as a Class D carrier, property from points in the Borough of Clymer, Indiana County, and within five (5) miles by the usually traveled highways of the limits of said borough to points within twenty-five (25) miles by the usually traveled highways of the limits of said borough, and vice versa.
- ✓ To transport, as a Class D carrier, household goods and office equipment, in use, from points in the Borough of Clymer, Indiana County, and within twenty-five (25) miles by the usually traveled highways of the limits of said borough to points in Pennsylvania, and vice versa (except that no household goods or office equipment, in use, may be transported to and from points within the limits of White Township and the Borough of Indiana, Indiana County).
- ✓ To transport, as a Class D carrier, brick and clay products from the plants of Hiram Swank's Sons, Inc., in the Borough of Clymer, Indiana County, the Borough of Irvona, Clearfield County, and the City of Johnstown, Cambria County, to points in Pennsylvania.
- ✓ To transport, as a Class D carrier, brick and clay products for Hiram Swank's Sons, Inc., on emergency shipments from the City of Johnstown, Cambria County, to the Borough of Clymer, Indiana County, excluding intermediate points.
- ✓ To transport, as a Class D carrier, lumber and building materials for W. E. Oakes Estate from the Borough of Clymer, Indiana County, to points within fifty (50) miles by the usually traveled highways of the limits of said borough, and vice versa.
- ✓ To transport, as a Class D carrier, mine machinery for repair and/or replacement from points in the Borough of Clymer, Indiana County, and within five (5) miles by the usually traveled highways of the limits of said borough to points in the said borough and the City of Johnstown, Cambria County, and the Village of Benedict, Cambria County, and vice versa, provided that such transportation shall not exceed twelve (12) trips to each point in each calendar year and provided further that no mine machinery for repair and/or replacement may be transported to and from points within the limits of White Township and the Borough of Indiana, Indiana County.

Folder 10

- 1 ✓ To transport, as a Class D carrier, property between points in the Borough of Leechburg, Armstrong County, and within twelve (12) miles by the usually traveled highways of the limits of said borough. (formerly A.73834, F. 2)
- 2 ✓ To transport, as a Class D carrier, household goods in use from points in the Borough of Leechburg, Armstrong County, and within ten (10) miles by the usually traveled highways of the limits of said borough to other points in Pennsylvania, and vice versa. (formerly A.73834, F. 2)
- 3 ✓ To transport, as a Class D carrier, property from the Boroughs of Leechburg, Armstrong County, West Leechburg and Hyde Park, Westmoreland County, to the City of Pittsburgh, Allegheny County, and vice versa, excluding intermediate points. (formerly A.73834, F. 2)

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✓ To transport, as a Class D carrier, property from points in the Boroughs of Apollo and North Apollo, Armstrong County, Vandergrift, East Vandergrift and Oklahoma, Westmoreland County, North Vandergrift and the Township of Parks, Armstrong County, to the City of Pittsburgh, Allegheny County, and vice versa, excluding intermediate points. (formerly A.73834, F. 2)

✓ To transport, as a Class D carrier, property for the Allegheny Ludlum Steel Corporation between its plants located in the Borough of West Leechburg, Westmoreland County, and its plants located in the Borough of Brackenridge, Allegheny County, excluding intermediate points. (formerly A.73834, F. 2)

✓ To transport, as a Class C carrier, property for the Allegheny Ludlum Steel Corporation from the Borough of West Leechburg, Westmoreland County, to points within one hundred (100) miles by the usually traveled highways of the limits of said borough. (formerly A.73834, F. 2)

✓ To transport, as a Class C carrier, machinery in shipments not to exceed twenty thousand (20,000) pounds, for the Allegheny Ludlum Steel Corporation, from the Borough of Brackenridge, Allegheny County, to the plant of the said corporation in the Borough of West Leechburg, Westmoreland County, and in emergencies to points within one hundred (100) miles by the usually traveled highways of the limits of the plant in the Borough of Brackenridge, Allegheny County. (formerly A.73834, F. 2)

✓ To transport, as a Class C carrier, property, excluding machinery (except as herein approved), contractors' equipment, structural and reinforcing steel and other property which requires the use of special built drop frame low bed trailers equipped with winches for the Allegheny Ludlum Steel Corporation from the Borough of Brackenridge, Allegheny County, to points within one hundred (100) miles by the usually traveled highways of the limits of said plant. (formerly A.73834, F. 2)

✓ To transport, as a Class D carrier, property, between the Borough of Avonmore, and the Village of Salina, Bell Township, Westmoreland County, and the Borough of Saltsburg, Indiana County, and the Boroughs of Leechburg and Apollo, Armstrong County, and the right to consolidate said operation with the certificate holder's presently certificated routes between Pittsburgh, Leechburg, Vandergrift, and Apollo, and the right to render through service between Pittsburgh and Avonmore, Salina and Saltsburg; (formerly A.73834, F. 2)

✓ Subject to the following condition:

✓ That no right, power or privilege is granted to transport other than less-than truckload shipments from the Central Warehouse, Pittsburgh, to Avonmore, Salina and Saltsburg.

✓ To transport, as a Class D carrier, property (excluding property which, because of size or weight, requires the use of special equipment such as carryalls, winch trucks, winch trailer or pole trailers) from points in the County of Allegheny to points in the Boroughs of Leechburg, Apollo, and North Apollo, the Village of

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✓ North Vandergrift and the Township of Parks, Armstrong County, the Boroughs of West Leechburg, Hyde Park, Vandergrift, East Vandergrift, Oklahoma and Avonmore, and the Village of Salina, Bell Township, Westmoreland County, and the Borough of Saltsburg, Indiana County, and vice versa, excluding intermediate points; (formerly A.73834, F. 2, Am-A)

✓ The right immediately above to be subject to the following condition:

✓ That no right, power or privilege is granted to transport other than less-than truckload shipments from the Central Warehouse, Pittsburgh, to Avonmore, Salina and Saltsburg.

✓ To transport, as a Class D carrier, property for A. P. Green Fire Brick Company, from its plant in the Borough of Tarentum, Allegheny County, to points in Pennsylvania, and vice versa. (formerly A.73834, F. 2)

✓ To transport, as a Class D carrier, property, excluding household goods in use, between points in the Borough of Vandergrift, Westmoreland County, and within fifteen (15) miles by the usually traveled highways of the limits of said borough. (formerly A.73834, F. 2)

✓ To transport, as a Class D carrier, shipments for the American Sheet and Tin Plate Company (now known as United States Steel Corporation) from points in the Borough of Vandergrift, Westmoreland County, to points in Pennsylvania within fifty (50) miles by the usually traveled highways of the limits of the said borough, and vice versa. (formerly A.73834, F. 2)

✓ To transport, as a Class D carrier, iron and steel articles, wooden patterns, equipment and supplies for the United Engineering and Foundry Company from the Borough of Vandergrift, Westmoreland County, to points in Pennsylvania, and vice versa. (formerly A.73834, F. 2)

✓ To transport, as a Class D carrier, refractory products consisting of high temperature bonding mortar, castables, gun mixes, tap hole mixes, grog, ladle pocket mixes, and hangers for the Butler Refractories Company from its plant in the Township of Penn Hills (formerly Penn Township), Allegheny County, to points within an airline distance of one hundred twenty-five (125) statute miles of said plant, and the return of refused, rejected or damaged merchandise. (formerly A.73834, F. 2)

✓ To transport, as a Class D carrier, property for the Raychord Corporation from its plant in the Borough of Apollo, Armstrong County, to points within an airline distance of two hundred (200) statute miles of the said plant, and vice versa. (formerly A.73834, F. 2)

✓ The right immediately above to be subject to the following conditions:

✓ That no right, power or privilege is granted to transport property which, because of size or weight, requires the use of special equipment such as pole trailers, carryalls, winch trucks or tractors.

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✓ That no right, power or privilege is granted to transport commodities in bulk in tank vehicles or in hopper-type vehicles.

✓ To transport, as a Class D carrier, property for the Allegheny Ludlum Steel Corporation, Leechburg Supply Company and Leechburg Mining Company from points in the Borough of Leechburg, Armstrong County, and within an airline distance of ten (10) statute miles of the limits of said borough to points within an airline distance of one hundred (100) statute miles of the limits of said borough, and vice versa. (formerly A.73834, F. 2)

✓ To transport, as a Class D carrier, property for the United States Steel Corporation and Apollo Industries, Inc., from points in the Borough of Leechburg, Armstrong County, and within ten (10) miles by the usually traveled highways of the limits of said borough to points within an airline distance of one hundred (100) statute miles of the limits of said borough, and vice versa. (formerly A.73834, F. 2)

✓ To transport, as a Class C carrier, property for the General Refractories Company and General Steel Industries, Inc., National Roll Division, from their plants in the Village of Salina and the Borough of Avonmore, Westmoreland County, respectively, to points within an airline distance of one hundred (100) statute miles of said plants; (formerly A.73834, F. 2)

✓ The three rights immediately above to be subject to the following conditions:

✓ That no right, power or privilege is granted to transport other than less-than-truckload shipments from the Central Warehouse, Pittsburgh, to Avonmore and Salina.

✓ That no right, power or privilege is granted to transport commodities in bulk in tank vehicles or in hopper-type vehicles.

✓ To transport, as a Class D carrier, property, including alcoholic beverages, materials and supplies used in the manufacture of alcoholic beverages between the plants of Schenley Distributors, Inc., and affiliated companies in the Villages of Schenley, Aladdin and Logansport, Armstrong County, and its warehouse in the Borough of Cheswick, Allegheny County. (formerly A.73834, F. 3)

✓ To transport, as a Class D carrier, alcoholic beverages, from plants and warehouses of Schenley Distributors, Inc., Joseph S. Finch Company, Logansport Distilling Company and other affiliated companies located in Allegheny and Armstrong Counties to points in Pennsylvania, and the return of damaged or refused merchandise. (formerly A.73834, F. 3)

✓ To transport, as a Class D carrier, materials and supplies, used in the manufacture of alcoholic beverages from points in Pennsylvania to the plants and warehouses of Schenley Distributors, Inc., Joseph S. Finch Company, Logansport Distilling Company and other affiliated companies, located in the Counties of Armstrong and Allegheny, and the return of damaged or refused merchandise; (formerly A.73834, F. 3)

✓ The two rights immediately above to be subject to the following condition:

OPERATING AUTHORITY

Certificate No. A.80581

Folder 10

- ✓ That no right, power or privilege is granted to transport property which is usually transported in carryall trucks, winch trucks, winch tractors and pole trailers, or commodities which require special equipment to load or unload from or to the vehicles.
- 2 ✓ To transport, as a Class D carrier, property excluding household goods in use, between points within an airline distance of fifteen (15) statute miles of the City-County Building in the City of Pittsburgh, Allegheny County.

Folder 10, Am-A

- ✓ To transport, as a Class D carrier, property for General Refractories Company from its plant in the Village of Salina, Bell Township, Westmoreland County, to points in Pennsylvania, and vice versa;
- ✓ Subject to the following conditions:
 - ✓ FIRST: That no right, power or privilege is granted to transport commodities in bulk in tank vehicles or in hopper-type vehicles.
 - ✓ SECOND: That no right, power or privilege is granted to render service to the plants of Bethlehem Steel Corporation in the City of Bethlehem, Lehigh and Northampton Counties.

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A.80581, Folder 10, Am-C /1/

To transport, as a Class D carrier, property, in less-than-truckload quantities, from the facilities of Breman's Express Company, located in the Borough of Monroeville, Allegheny County, to points in the counties of Allegheny, Armstrong, Beaver, Cambria, Centre, Clearfield, Fayette, Greene, Huntingdon, Indiana, Washington and Westmoreland, and vice versa;

Subject to the following conditions:

- ✓FIRST: That such transportation is restricted to shipments which have a prior or subsequent transportation by Transport Services Division of Dresser Industries, Inc., an Ohio corporation.
- ✓SECOND: That no right, power or privilege is granted to transport property in bulk in tank or hopper-type vehicles.
- ✓THIRD: That no right, power or privilege is granted to transport household goods.

/1/ Reissued from Supplement No. 1, effective July 10, 1979.

/5/ Reissued from Supplement No. 5, effective July 11, 1980.

OPERATING AUTHORITY

A.80581, Folder 10, Am-D /27

✓ To transport, as a Class D carrier, iron and steel, iron and steel articles, and products and materials, supplies and equipment used or useful in the manufacture, assembly and distribution of iron and steel and iron and steel articles and products, from the facilities of Jones & Laughlin Steel Corporation, located in the borough of Aliquippa, Beaver County, and in the city of Pittsburgh, Allegheny County, to points within an airline distance of one hundred fifty (150) statute miles of the City-County Building located in the city of Pittsburgh, Allegheny County, and vice versa;

✓ Subject to the following conditions:

- ✓ 1. That no right, power or privilege is granted to transport commodities in bulk, in dump, tank or hopper-type vehicles.
- ✓ 2. That no right, power or privilege is granted to transport commodities which, because of size or weight, require special handling or the use of special equipment such as winch trucks or tractors, pole or extendible trailers, or carryalls, or which require a permit from the Pennsylvania Department of Transportation for their transportation.
- ✓ 3. That no right, power or privilege is granted to transport limestone and limestone products from points in York County.
- ✓ 4. That no right, power or privilege is granted to transport property to and from Standard Steel Works, Division of Baldwin Locomotive Works, located in the borough of Burnham, Mifflin County; New Holland Machine Company and New Holland Machine Division of Sperry-Rand Corporation, located in the village of Belleville, Mifflin County; and Overhead Door Company and Modern Door, Inc., located in the borough of Lewistown, Mifflin County.
- ✓ 5. That no right, power or privilege is granted to transport pipe, to and from points located in the counties of McKean, Potter and Warren.
- ✓ 6. That no right, power or privilege is granted to transport limestone, limestone products and quarry products, to or from quarries, mines and related facilities located in the county of Centre, except as presently authorized.
- ✓ 7. That no right, power or privilege is granted to transport refractories, refractory products, and materials and supplies used in the production and installation thereof, from and to points in Armstrong County, except as presently authorized.

/2/ Reissued from Supplement No. 2, effective April 3, 1980.

OPERATING AUTHORITY

A.80581, Folder 10, Am-E /2/

✓ To transport, as a Class D carrier, iron and steel, iron and steel articles, and products and materials, supplies and equipment used or useful in the production, assembly and distribution of iron and steel and iron and steel articles and products, from the facilities of Crucible, Inc., a Division of Colt Industries, located in the borough of Midland, Beaver County, to points located within an airline distance of one hundred and fifty (150) statute miles of the limits of said borough, and vice versa;

✓ Subject to the following conditions:

- ✓ 1. That no right, power or privilege is granted to transport commodities in bulk, in dump vehicles.
- ✓ 2. That no right, power or privilege is granted to transport commodities which, because of size or weight, require special handling or the use of special equipment such as winch trucks or tractors, pole or extendible trailers, or carryalls, or which require a permit from the Pennsylvania Department of Transportation for their transportation.
- ✓ 3. That no right, power or privilege is granted to transport pipe, to and from points located in McKean, Potter and Warren Counties.
- ✓ 4. That no right, power or privilege is granted to transport limestone and limestone products from points in York County.
- ✓ 5. That no right, power or privilege is granted to transport property to and from Standard Steel Works, Division of Baldwin Locomotive Works, located in the borough of Burnham, Mifflin County; New Holland Machine Company and New Holland Machine Division of Sperry-Rand Corporation, located in the village of Belleville, Mifflin County; and Overhead Door Company and Modern Door, Inc., located in the borough of Lewistown, Mifflin County.

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/2/ Reissued from Supplement No. 2, effective April 3, 1980.

OPERATING AUTHORITY

A.80581, Folder 10, Am-F /4/

✓ To transport, as a Class D common carrier, iron and steel, and iron and steel articles, from the facilities of National Materials Corporation, located in the cities of Arnold and New Kensington, Westmoreland County, to points in Pennsylvania, and vice versa;

✓ Subject to the following restrictions:

- ✓ 1. That no right, power or privilege is granted to transport commodities in bulk, in dump, tank or hopper-type vehicles.
- ✓ 2. That no right, power or privilege is granted to transport commodities which, because of size or weight, require special handling or the use of special equipment such as winch trucks or tractors, pole or extendible trailers, or carryalls, or which require a permit from the Pennsylvania Department of Transportation for their transportation.

A.80581, Folder 10, Am-G /4/

✓ To transport, as a Class D common carrier, refractories, refractory products and commodities used or useful in the installation of refractories and refractory products; and materials, equipment and supplies used in the production and distribution of refractories, refractory products, and commodities used or useful in the installation of refractories and refractory products, from the facilities of A. P. Green Refractories Co., located in the city and county of Philadelphia and the township of Porter, Clarion County, to points in Pennsylvania, and vice versa.

✓ Subject to the following restriction: That no right, power or privilege is granted to transport commodities in bulk, in dump, tank or hopper-type vehicles.

A.80581, Folder 10, Am-H /4/

✓ To transport, as a Class D common carrier, refractories, refractory products and commodities used or useful in the installation of refractories and refractory products; and materials, equipment and supplies used in the production and distribution of refractories, refractory products, and commodities used or useful in the installation of refractories and refractory products, from the facilities of Harbison-Walker Refractories, Division of Dresser Industries, Inc., located in the borough of Mt. Union, Huntingdon County, to points in Pennsylvania, and vice versa.

✓ Subject to the following restriction: That no right, power or privilege is granted to transport commodities in bulk, in dump, tank or hopper-type vehicles.

/4/ Reissued from Supplement No. 4, effective July 15, 1980.

OPERATING AUTHORITY

A.80581, Folder 10, Am-I /4/

✓ To transport, as a Class D common carrier, refractories, refractory products and commodities used or useful in the installation of refractories and refractory products; and materials, equipment and supplies used in the production and distribution of refractories, refractory products, and commodities used or useful in the installation of refractories and refractory products, from the facilities of Harbison-Walker Refractories, Division of Dresser Industries, Inc., located in the village of Templeton, Pine Township, Armstrong County, to points in Pennsylvania, and vice versa.

✓ Subject to the following restriction: That no right, power or privilege is granted to transport commodities in bulk, in dump, tank or hopper-type vehicles.

A.80581, Folder 10, Am-J /5/

✓ To transport, as a Class D common carrier by motor vehicles, property, for St. Joe Zinc Company, between points in Pennsylvania; provided that no right, power or privilege is granted to transport commodities in bulk, in dump, in tank or hopper-type vehicles.

A.80581, Folder 10, Am-K /6/

✓ To transport, as a Class D carrier, property, for Cerro Metal Products, between points in the county of Centre, and from points in said county to other points in Pennsylvania, and vice versa;

✓ Subject to the following conditions:

1. That no right, power or privilege is granted to transport commodities, in bulk, in dump, in tank or hopper-type vehicles.
2. That no right, power or privilege is granted to render transportation from the county of Centre to points in the counties of Bedford, Blair, Cambria, Franklin, Fulton, Huntingdon, Juniata, Mifflin, and Somerset, and vice versa.

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/4/ Reissued from Supplement No. 4, effective July 15, 1980.

/5/ Reissued from Supplement No. 5, effective August 21, 1980.

/6/ Reissued from Supplement No. 6, effective April 28, 1981.

OPERATING AUTHORITY

A.80581, Folder 10, Am-L (NEW) (Note 1)

✓ To transport, as a Class D carrier, property having a prior or subsequent movement by Sherwin Williams Company trucks, from the facilities of Breman's Express Company, located in the counties of Allegheny and Clearfield, to points in Pennsylvania, and vice versa;

✓ Subject to the following conditions:

- ✓ 1. That no right, power or privilege is granted to transport property, in bulk, in tank or hopper-type vehicles.
- ✓ 2. That no right, power or privilege is granted to transport household goods.

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NOTE 1 - Issued on 1 day's notice to become effective July 15, 1981, under authority of Pa.Code, Title 52, Section 23.42.

A.80581, Folder 10, Am-M (NEW)

✓ To transport, as a Class D carrier, property for All Metals, Inc. and Charles Bluestone Company, between points in Pennsylvania.

Subject to the following conditions:

✓ That no right, power or privilege is granted to transport property in dump vehicles from or between points in Mercer County.

✓ That no right, power or privilege is granted to transport property in dump vehicles between points in the borough of Homestead, Allegheny County, and points within sixty (60) miles of the limits thereof, and from points in said territory to points in Pennsylvania, and vice versa.

✓ That no right, power or privilege is granted to transport scrap metal, in bulk, in dump vehicles, between points in the city of Altoona, Blair County, and points within thirty (30) miles of the limits thereof, and from points in said territory to points in Pennsylvania, and vice versa.

✓ That no right, power or privilege is granted to transport coal, sand and gravel in dump vehicles.

/8/ Reissued from Supplement No. 8, effective September 26, 1981.

11/A.80581, Folder 10, Am-N

To transport, as a Class D carrier, property between points in the County of Butler, and from points in the said county to points in Pennsylvania.

Subject to the following conditions:

1. That no right, power or privilege is granted to transport household goods in use.
2. That no right, power or privilege is granted to transport Class A and Class B explosives.
3. That no right, power or privilege is granted to transport commodities in bulk in dump, tank or hopper-type vehicles.
4. That no right, power or privilege is granted to transport commodities which because of unusual value are normally transported in armored vehicles; and monies, bullion, securities, currency, coins, checks, negotiable instruments and other documents, coin wrappers or containers, securities, books of account, statements, drafts, security interests and other valuables.
5. That no right, power or privilege is granted to transport commodities which because of size or weight, require special handling or the use of special equipment such as winch trucks or tractors, pole or extendible trailers or carryalls.
6. That no right, power or privilege is granted to transport any shipment weighing less than 25,000 pounds (a "shipment" being defined as a quantity of freight received from one consignor, at one location, at one origin point, on one day destined to one consignee, at one location, at one destination point).

for carrier's use

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BREMAN'S EXPRESS COMPANY

OPERATING AUTHORITY

A.80581, Folder 10, Am-0

✓ To transport, as a Class D carrier, iron and steel, iron and steel articles and products, and equipment, machinery, materials and supplies used or useful in the manufacturing, assembly, sale and distribution of iron and steel, iron and steel articles and products, from the Pennsylvania facilities of United States Steel Corporation, to points in Pennsylvania, and vice versa.

✓ Subject to the following conditions:

✓ That no right, power or privilege is granted to transport commodities in bulk, in dump vehicles.

✓ That no right, power or privilege is granted to transport sand, in bulk in truckloads, from the Pennsylvania Glass Sand Corporation in the boroughs of Mapleton, Huntingdon County, and McVeytown, Mifflin County.

✓ That no right, power or privilege is granted to transport limestone and limestone products, in bulk, in dump semi-trailers, tank and hopper vehicles and air-unloading bulk vehicles, from points in the county of York, and the return of damaged, refused or rejected shipments to the point of origin in said county.

✓ That no right, power or privilege is granted to transport limestone or limestone products, in bags or other types of containers for the J. E. Baker Company for its plant in the township of West Manchester, York County, and for the Thomasville Stone and Lime Company, from its plant in the township of Jackson, York County, and the return of damaged, refused or rejected shipments to the point of origin in said counties.

✓ That no right, power or privilege is granted to transport property which, because of size or weight, requires a special highway weight permit to be issued by the Pennsylvania Department of Transportation.

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APPLICATION OF
PITT-OHIO EXPRESS, INC.

EXHIBIT D

Itemized Statement Of The Unpaid
Business Debts Of Transferor
And How They Will Be Satisfied

On January 13, 1984, an order for relief under Chapter XI of the Bankruptcy Act was entered pursuant to a petition filed by Breman's Express Company in the United States District Court for the Western District of Pennsylvania, Bankruptcy Division, at No. 84-92. Any debts incurred by Breman's Express Company prior to the filing of the bankruptcy petition are subject to the jurisdiction of the Bankruptcy Court, and will be satisfied or discharged in that proceeding.

It should be noted that the order of the Bankruptcy Court confirming the sale of the rights here involved provides that pursuant to the agreement of sale between transferor and transferee, a copy of which is attached as Exhibit C, there shall be deducted from the consideration due Breman's Express Company the total amount of any general assessments made pursuant to 66 Pa. C.S.A. §510 of the Pennsylvania Public Utility Code and any other charges due the Pennsylvania Public Utility Commission from Breman's Express Company, such payments to be made directly to the Commission. It is believed that there is presently due the Commission a sum of approximately \$25,000 for unpaid general assessments due from Breman's Express Company. That entire amount will be satisfied from the total proceeds due Breman's Express Company from the sale of its operating rights.

In an application being filed simultaneously herewith, Pitt-Ohio Express, Inc., the transferee herein, is seeking temporary authority to lease the portion of the operating rights of Breman's Express Company which it seeks to purchase in this proceeding, pending action on this permanent transfer application. Approval of the temporary authority application will allow transferor to significantly reduce its expenses which should benefit all of its creditors.

APPLICATION OF
PITT-OHIO EXPRESS, INC.

EXHIBIT E

Transferor's Gross Intrastate
Operating Revenues
For The Past Three Years

<u>Year</u>	<u>Revenue</u>
1981	\$ 7,063,876
1982	4,143,357
1983	2,977,832

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SECRETARY'S OFFICE
Public Utility Commission

NOV 07 1984

PENNSYLVANIA PUBLIC UTILITY COMMISSION
BUREAU OF NON-RAIL TRANSPORTATION

No. _____
Public Utility Comm.

APPLICATION FOR _____ EMERGENCY TEMPORARY AUTHORITY; TEMPORARY AUTHORITY; OR _____ EXTENSION THEREOF.

(File original and 2 copies of application with Secretary of the Pennsylvania Public Utility Commission, P.O. Box 3265, Harrisburg, PA 17120)

1. Pitt-Ohio Express, Inc.

(Name of applicant)

(Trade name, if any)

210th
27th

& A.V.R.R.

Pittsburgh

PA 15222

(Street address)

(City)

(State & Zip Code)

2. Applicant is an _____ individual _____ partnership corporation. (If individual or partnership and using a trade name, applicant must submit evidence of compliance with the provisions of the Fictitious Names Act of June 28, 1917, as amended. Applicant corporations must submit articles of incorporation and charter purpose; and a foreign corporation must submit evidence that it is qualified to do business in Pennsylvania due to its registration with the Secretary of the Commonwealth.) (See Exhibit A)

3. Applicant requests authority for * days to provide service as a common or _____ contact carrier by motor vehicle, _____ broker or _____ freight forwarder in intrastate commerce.

(Give description of type of service and area to be served.)

Temporary authority is sought for the temporary lease of a portion of the presently existing operating authority of Breman's Express Company set forth in Appendix B to Exhibit C-1 which is a copy of the amendment to the agreement of sale attached hereto

In support of this request, applicant states: as Exhibit C.

4. It has has not heretofore held emergency temporary authority or temporary authority for the service here proposed. If it has, specify docket number, total time granted, and expiration date. Emergency temporary authority granted by order entered on August 13, 1984 at A-00102471, F. 600.

5. It is is not now operating as a motor carrier under a certificate or permit. If so operating, give docket number. A-00102471

6. If this application is for temporary authority, applicant does does not have pending an application for permanent authority to perform the same service as proposed herein. If it has, give docket number, filing date and status. If applicant does not have pending permanent application currently on file, application for permanent authority should be attached. A corresponding transfer application for permanent authority was filed on July 13, 1984 at A-00102471 and is presently pending before the Commission.

7. If this application is for emergency temporary authority, and not accompanied by an application for corresponding permanent authority, state when you intend to file the application for permanent authority.

(Not Applicable)

8. It has has not previously made application on which final action has been taken, for authority to perform the same service, in whole or in part, as that here proposed. If it has, state whether for emergency temporary authority, temporary or permanent authority, give docket number, and date and basis of final action.

9. It previously has has not opposed any other carrier's application for authority to perform the service here proposed; and/or does does not have knowledge of any such application. If answer is affirmative, give other applicant's name, address, docket number, or other information identifying that application.

10. It does does not intend to interline the authority here applied for with other carriers. If so intended, specify the point or points at which it is proposed to interline with another carrier and such other carrier's docket number. Applicant will interline to the extent authorized by the operating rights.

11. It attaches to each copy of this application a map showing: The route or routes and points to be served or a description of the territory or territories in or between which service is proposed. (Not practical to submit)

*such period as may be necessary until the corresponding permanent transfer application is finally determined.

ORIGINAL

DOCKETED
APPROXIMATE DOCKET
NOV 23 1984
ENTRY No. *[Signature]*

DOCUMENT
FOLDER

12. It attaches a letter or letters of shipper support, each statement of support will contain detailed information as provided by 52 Pa. Code § 3.382(c)(3) as follows:

Description of the specific commodity or commodities to be transported, points or areas to, from or between which the transportation will be provided; volume of traffic involved, frequency of movement, and how transported; how soon the service must be provided; how long the need for service likely will continue, and whether the persons supporting the ETA or TA will support a permanent authority application; specific explanation of consequences if service is not made available; circumstances which created an immediate need for the requested service; whether existing carriers have been contacted, dates of contacts and result of efforts; names and addresses of existing carriers, a list of those who have failed or refused to provide service, and reasons given for any failure or refusal; and whether the person supporting the application has supported any recent application for permanent authority, TA or ETA covering all or any part of the desired service within the year preceding the date of its statement; if yes, give the carrier's name, address, and docket number, if known, and state whether the application was granted or denied and the date of the action.
(See detailed justification in support of the application)

(Attach plain white sheet for description and/or statements)

Applicant further states that:

- 13. It is aware that a grant of the authority here requested will create no presumption that corresponding permanent authority will hereafter be granted.
- 14. If the authority here requested is granted, applicant will comply with the tariff and insurance requirements of the Public Utility Law before beginning operation.
- 15. It does does not desire telephoned notice, collect, of the action taken on this application.

WHEREFORE, The Applicant herein prays that the Commission grant to Applicant Temporary Authority as herein requested. Dated this 5th day of November, 19 84

PITT-OHIO EXPRESS, INC.

Applicant sign here

Charles L. Hammel, III
Charles L. Hammel, III
SS:

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

Personally appeared before me, a Notary Public Charles L. Hammel, III in and for said County and Commonwealth Charles L. Hammel, III who being duly sworn according to law doth depose and say that the facts as contained in the foregoing application are true and correct to the best of applicant's knowledge and belief.

Sworn and subscribed before me this

5th day of November, 19 84

Catherine Stein
(Signature of official authorized to administer oaths)

CATHERINE STEIN, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES JUNE 3, 1986
Member, Pennsylvania Association of Notaries

Before the
PENNSYLVANIA PUBLIC UTILITY COMMISSION

DOCKET NO. A-00102471, F. ____

PITT-OHIO EXPRESS, INC.--
TRANSFeree--BREMEN'S EXPRESS COMPANY
(DEBTOR-IN-POSSESSION)--TRANSFEROR

JUSTIFICATION IN SUPPORT OF
APPLICATION FOR TEMPORARY AUTHORITY

John A. Vuono
Attorney for Transferee

VUONO, LAVELLE & GRAY
2310 Grant Building
Pittsburgh, PA 15219

Dated: November 5, 1984

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Before the
PENNSYLVANIA PUBLIC UTILITY COMMISSION

DOCKET NO. A-00102471, F. ____

PITT-OHIO EXPRESS, INC.--

TRANSFEREE--BREMAN'S EXPRESS COMPANY

(DEBTOR-IN-POSSESSION)--TRANSFEROR

JUSTIFICATION IN SUPPORT OF
APPLICATION FOR TEMPORARY AUTHORITY

This justification is attached to the application for temporary authority filed by Pitt-Ohio Express, Inc. (Pitt-Ohio) and sets forth additional facts and circumstances in support of the request for temporary authority.

I. BREMAN'S HAS BEEN A MAJOR PENNSYLVANIA
INTRASTATE CARRIER FOR MANY YEARS

Breman's Express Company (Breman's) and its predecessors have been providing motor carrier service for the shipping public in Pennsylvania for approximately 50 years. During that time, Breman's grew from a small carrier to one of Pennsylvania's largest intrastate carriers. It has provided a general property service in connection with the transportation of substantial quantities of less-than-truckload as well as truckload shipments between points in its authorized territory. Its network of Class A routes and other operating

authorities encompass a substantial portion of western Pennsylvania, including all of the larger shipping and receiving points and many of the smaller points.

Breman's is essentially a family-owned and managed company. It operated efficiently and was able to provide responsive and economical service for the shipping public.

The extent of Breman's substantial participation in Pennsylvania intrastate traffic is reflected in the substantial revenue that the company has derived from the handling of less-than-truckload and truckload shipments. The following tabular analysis shows the total revenue derived by Breman's in connection with the transportation of LTL and truckload shipments pursuant to its Pennsylvania intrastate authority at Docket No. A. 80581 for the years 1981, 1982 and 1983:

	<u>1981</u>	<u>1982</u>	<u>1983</u>
Truckload revenue	\$2,452,099	\$1,168,183	\$1,438,411
LTL revenue	<u>4,511,777</u>	<u>2,975,174</u>	<u>1,539,421</u>
TOTAL PA. REVENUE	<u>\$7,063,876</u>	<u>\$4,143,357</u>	<u>\$2,977,832</u>

Thus, it can be seen that Breman's Pennsylvania intrastate revenues declined from over \$7,000,000 in 1981 to approximately \$3,000,000 in 1983. Significantly, a large part of Breman's revenues over the years have been derived from the handling of less-than-truckload shipments which is a phase of the transportation business in which Breman's cancelled and which traffic it actively sought. As shown above, in 1981 it earned \$4,611,777 from the transportation

of less-than-truckload shipments which in that year totalled 132,047 individual shipments. In 1982, even though its total revenue had begun to decline for a number of reasons, the company was able to generate approximately \$3,000,000 in revenue from the handling of 69,529 LTL shipments. As recently as 1983 when the company was faced with serious financial problems, its participation in the LTL business continued and it earned approximately \$1.5 million from this phase of the business.

Thus, it can be seen that Breman's has throughout its long history been a substantial participant in Pennsylvania intrastate business, much of which consisted of the handling of less-than-truckload shipments. However, as Breman's financial problems became more serious, its ability to continue to serve the public, particularly with respect to less-than-truckload shipments, was jeopardized. The details of Breman's financial demise are set forth in the succeeding section. Suffice it to say that as its operating losses continued and its financial condition became more tenuous, Breman's was forced to make substantial cutbacks in service in an attempt to reduce its operating expenses. As a result, the company ultimately was forced to curtail its handling of less-than-truckload shipments. It was Breman's intention to continue to provide service in connection with the movement of truckload shipments, primarily of so-called special commodities. Unfortunately, it soon developed that Breman's was no longer in a position to provide any transportation service.

For these reasons, as more fully set forth below, applicant negotiated a further agreement to purchase the balance of Breman's operating authority so that it would be in a position to provide both the LTL service and truckload service which is no longer available from Breman's.

II. THE BANKRUPTCY PROCEEDING

As indicated above, a number of factors combined to create serious financial problems for Breman's. Suffice it to say that the company experienced substantial and continuing operating losses from 1980 up to the present time. There are attached as Exhibit B operating statements for the company for the years 1981 through 1983. A summary of those statements show that there have been declining revenues and substantial losses during each of the four years:

	<u>1980</u>	<u>1981</u>	<u>1982</u>	<u>1983</u>
Total Revenue	\$6,990,783	\$7,772,185	\$5,582,931	\$5,321,228
Net Income (Loss)	(256,777)	(124,749)	(528,897)	(669,784)

During the four-year period alone, the company showed a staggering total of \$1,580,207 in losses. It became clear that the company could not continue to endure these substantial losses and that immediate and drastic changes were required.

Breman's condition continued to deteriorate and at the end of 1983 became critical. This resulted in the Chapter XI proceeding. On January 13, 1984, an order for relief under Chapter XI of the Federal Bankruptcy Act was entered pursuant

to a petition filed by Breman's in the United States District Court for the Western District of Pennsylvania, Bankruptcy Division, in the proceeding captioned In the Matter of Breman's Express Company, Case No. 84-92. A copy of the court's order for initial meeting of creditors, etc. and confirming the January 13, 1984 order is attached as Exhibit D.

Breman's was appointed as debtor-in-possession in the arrangement proceeding and continued to operate its PUC and ICC operating authority under the supervision of the Bankruptcy Court. Unfortunately, despite the attempts by Breman's management to reduce expenses and to place the company on a sound financial and operating basis, it soon became apparent that Breman's could not continue to operate as a viable entity in the Chapter XI proceeding.

As a result of this decision, it was concluded to enter into an amendment to the original agreement with applicant to provide for the sale of all of Breman's PUC operating authority.

III. THE SALE OF THE OPERATING AUTHORITY

As a result of the initial negotiations to purchase a portion of Breman's operating authority, Breman's entered into an agreement on May 9 with Pitt-Ohio and Pittsburgh-Johnstown-Altoona Express (PJAX) to purchase portions of Breman's authority. A complete copy of that agreement is attached as Exhibit C. Subsequently, when Breman's found it necessary to terminate operations and sell the balance of

its PUC rights, an amendment to the agreement of May 9 was entered into between the same parties on August 31, 1984. A complete copy of the amendment to the agreement is attached hereto as Exhibit C-1.

Pursuant to the agreement and the amendment, Pitt-Ohio will purchase the portion of Breman's operating authority set forth on Appendix B to Exhibit C-1 for Twenty-Five Thousand (\$25,000) Dollars of which Four Thousand (\$4,000) Dollars has been placed in escrow with the full amount to be due at the time of closing pursuant to PUC approval. PJAX will purchase the authority set forth on Appendix A to Exhibit C-1.

The proposed purchase was confirmed by order of the Bankruptcy Court on June 26, 1984, a copy of which is attached as Exhibit E. That order was amended by the order of the Bankruptcy Court dated October 1, 1984 approving the amendment to the agreement and the sale of the balance of Breman's PUC operating authority. A copy of the latter order is attached as Exhibit F.

It should be noted that Breman's is indebted to the Commission for past due general assessments in the sum of approximately \$25,000. As a general creditor, the Commission does not have a priority position with respect to this obligation. However, paragraph 14 of the agreement of sale (pages 18-19 of Exhibit C) provides that if the Commission requires the payment of any such assessments or any other amounts due the Commission as a condition precedent to the

consummation of the permanent applications, the transferees shall have the right to deduct from the consideration due on the final closing date, the total amount of any such general assessments or other charges and to make payment of those amounts directly to the PUC. In that connection, the third ordering paragraph of the order of the Bankruptcy Court affirming the sale of the operating rights provides as follows:

3. Pursuant to the aforesaid agreement, Pittsburgh-Johnstown-Altoona Express, Inc. and Pitt-Ohio Express, Inc. are hereby authorized to deduct from the consideration due to Breman's Express Company the total amount of any general assessments made pursuant to 66 Pa. C.S.A. §510 of the Pennsylvania Public Utility Code and any other charges due the Pennsylvania Public Utility Commission from Breman's Express Company and make payment of any such amounts directly to the Pennsylvania Public Utility Commission.

The parties have executed and filed with the Commission a corresponding application for the permanent transfer of the applicable Breman's rights to applicant, pursuant to 66 Pa. C.S.A. §1102 of the Pennsylvania Public Utility Code.

IV. THE FAILURE TO PROMPTLY GRANT TEMPORARY AUTHORITY WILL RESULT IN THE DESTRUCTION OF OR INJURY TO THE BREMAN'S OPERATING RIGHTS AND INTERFERE SUBSTANTIALLY WITH THEIR FUTURE USEFULNESS IN THE PERFORMANCE OF ADEQUATE AND CONTINUOUS SERVICE TO THE PUBLIC

As indicated in the application, the Commission granted emergency temporary authority in connection with this proceeding by order entered on August 13, 1984 and applicant has assumed temporary operations of a portion of the Breman's rights. It is imperative that these temporary operations

continue pending Commission action on the permanent transfer application. If the operating rights to be purchased are to retain their value and not be damaged or completely devalued, there must not be any hiatus in providing service under those rights.

These extraordinary measures are necessary and are dictated by the realities of the situation. The shipping public and interline carriers come to rely on Breman's long-standing service and must have available the services of a viable carrier. Certainly, the applicant is concerned that there not be any substantial interruption in service with the consequent loss of revenue that most surely would follow any such action.

It should be noted that approval of temporary authority and ultimately permanent authority will redound to the benefit of the creditors of Breman's who will have available additional funds to meet creditors' claims. In that connection, approval will also assure that the substantial general assessment of approximately \$25,000 due the PUC as well as any other amounts due the PUC up to the time of closing will be satisfied at the time of closing.

It is submitted that the facts and circumstances involved present a classic case where failure to grant temporary authority will result in substantial injury or destruction of the transferor's motor carrier properties and interfere substantially with their future usefulness in the performance of adequate and continuous service to the shipping public.

On the other hand, the prompt approval of the transaction will benefit all parties affected, including the debtor-in-possession, its substantial creditors, the transferee, the Commission and, most importantly, the shipping public.

V. PITT-OHIO HAS THE FACILITIES AND EXPERIENCE
AND IS FINANCIALLY ABLE TO PROVIDE
A RELIABLE SERVICE TO THE SHIPPING PUBLIC

Pitt-Ohio holds authority from this Commission at Application Docket No. 00102471 to transport property between large portions of western Pennsylvania. It has provided a valued service for the shipping public in Pennsylvania for a number of years. That service has included the handling of substantial quantities of less-than-truckload as well as truckload shipments.

As an established Pennsylvania intrastate carrier, Pitt-Ohio has the terminal facilities, equipment and experienced personnel to provide a needed service within the area encompassed by the operating rights proposed to be purchased from Breman's. Moreover, Pitt-Ohio is extremely strong financially and is in a position to meet the financial commitments of the purchase contract and the working capital requirements to promptly institute operations under temporary authority.

Without going into the details concerning the ability of Pitt-Ohio to provide the service proposed herein, suffice it

to say that it has terminal facilities of the type necessary to handle substantial quantities of less-than-truckload traffic. Pitt-Ohio has a large fleet of equipment consisting of straight trucks used for pickup and delivery service as well as a fleet of over-the-road tractors and trailers, all of which are in good operating condition. Pitt-Ohio is a family-owned and managed company which has been engaged in providing transportation in Pennsylvania for many years. It has the managerial ability and transportation expertise necessary to successfully provide the proposed service in the territories encompassed by the Breman's rights sought to be purchased.

In order to demonstrate the strong financial condition of Pitt-Ohio and its ability to meet the financial commitments of the contract, there is attached hereto as Exhibit G a comparative financial statement consisting of balance sheets for the years ended December 31, 1982 and 1983 and income statements for the twelve-month periods ended December 31, 1982 and 1983. Those statements show that as of December 31, 1983 Pitt-Ohio had approximately \$130,000 in cash on hand and that its total shareholders' equity as of that date was in excess of \$600,000.

Pitt-Ohio's operations have been consistently profitable. As shown, in 1982 on total gross revenues of approximately \$2,000,000, Pitt-Ohio's net profit before income taxes was \$176,503. During 1983, the company had gross revenue in

excess of \$3,600,000 on which its net profits before income taxes was \$420,082. Although no later financial statement is available, we understand that the company's operating revenues during the first nine months of 1984 have increased and that those operations have continued to be profitable.

Pitt-Ohio is intimately familiar with the western Pennsylvania area involved, the type of traffic formerly handled by Breman's and the need for a stable and dependable operation under the rights sought to be transferred. As shown, it is fit, financially and otherwise, to provide a motor carrier service which will be responsive to the needs of the shipping public in the service area encompassed by the rights proposed to be purchased.

VI. CONCLUSION

For all of the foregoing reasons, applicant respectfully requests that the Commission expedite its review of this application and that temporary authority be granted at the earliest possible time.

EXHIBIT A

Applicant's Account No. _____

Filed this _____ day _____, A.D. 19 _____

DSCB-BCL-204 (Rev. 8-72)

Commonwealth of Pennsylvania
Department of State

Filing Fee: \$75

AIB-7

Articles of
Incorporation—
Domestic Business Corporation

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
CORPORATION BUREAU

Secretary of the Commonwealth

In compliance with the requirements of section 294 of the Business Corporation Law, act of May 5, 1933 (P. L. 364) (15 P. S. §1204) the undersigned, desiring to be incorporated as a business corporation, hereby certifies (certify) that:

1. The name of the corporation is:

Pitt-Ohio Express, Inc.

2. The location and post office address of the initial registered office of the corporation in this Commonwealth is:

1014 Osage Road

(NUMBER)

(STREET)

Pittsburgh

Pennsylvania

15243

(CITY)

(ZIP CODE)

3. The corporation is incorporated under the Business Corporation Law of the Commonwealth of Pennsylvania for the following purpose or purposes:

To engage in and to do any lawful act concerning any and all lawful business for which corporations may be incorporated under the Business Corporation Act of May 5, 1933, P.L. 364, as amended, and for these purposes to have, possess and enjoy all the rights, benefits and privileges of said Act of Assembly.

4. The term for which the corporation is to exist is: Perpetual

5. The aggregate number of shares which the corporation shall have authority to issue is:

Fifty Thousand (50,000) shares of common stock at One (\$1.00) Dollar par value, aggregating Fifty Thousand (\$50,000) Dollars.

6. The name(s) and post office address(es) of each incorporator(s) and the number and class of shares subscribed by each incorporator(s) is (are).

NAME	ADDRESS (including street and number, if any)	NUMBER AND CLASS OF SHARES
Charles L. Hammel, III	1014 Osage Road	10,000 shares of common stock
Pittsburgh, PA 15243		

IN TESTIMONY WHEREOF, the incorporator(s) has (have) signed and sealed these Articles of Incorporation this 12th day of December, 1978.

Charles L. Hammel, III (SEAL) Robert G. Hammel (SEAL)

_____ (SEAL)

INSTRUCTIONS FOR COMPLETION OF FORM:

- A. For general instructions relating to the incorporation of business corporations see 19 Pa. Code Ch. 35 (relating to business corporations generally). These instructions relate to such matters as corporate name, stated purposes, term of existence, authorized share structure and related authority of the board of directors, inclusion of names of first directors in the Articles of Incorporation, optional provisions on cumulative voting for election of directors, etc.
- B. One or more corporations or natural persons of full age may incorporate a business corporation.
- C. Optional provisions required or authorized by law may be added as Paragraphs 7, 8, 9 ... etc.
- D. The following shall accompany this form:
 - (1) Three copies of Form DSCB:BCL-206 (Registry Statement Domestic or Foreign Business Corporation).
 - (2) Any necessary copies of Form DSCB:17.2 (Consent to Appropriation of Name) or Form DSCB:17.3 (Consent to Use of Similar Name).
 - (3) Any necessary governmental approvals.
- E. BCL §205 (15 Pa. S. §1205) requires that the incorporators shall advertise their intention to file or the corporation shall advertise the filing of articles of incorporation. Proofs of publication of such advertising

INCOME STATEMENT

CARRIER OPERATING REVENUES:

	<u>1981</u> <u>THIS YEAR</u>	<u>1980</u> <u>LAST YEAR</u>
00 Freight Revenue.....	7769523.19	6989257.84
00 Other Operating Revenue.....	2662.25	1525.05
TOTAL OPERATING REVENUES.....	7772185.44	6990782.89

EXPENSES:

00 Salaries - Officers & Superv. Personnel.....	567611.00	539900.81
00 Salaries & Wages.....	2999743.04	2906473.26
00 Misc. Paid Time Off.....	329658.11	363758.44
00 Other Fringes - Federal Payroll Taxes.....	267065.54	236555.15
20 " " - State Payroll Taxes.....	47967.49	41926.50
30 " " - Workmen's Compensation.....	157359.00	281107.00
40 " " - Group Insurance.....	114000.85	105767.45
50 " " - Pension-Retirement Plans.....		20000.00
60 " " - Health, Welfare & Pensions.....	539041.28	524090.46
11 Fuel Expense.....	365106.54	272452.28
21 Oil, Lube & Coolant Expense.....	13457.24	10661.22
30 Vehicle Parts.....	114846.71	95574.81
40 Vehicle Maintenance - Outside Vendor.....	19408.54	20514.27
50 Tires & Tubes.....	34765.46	45128.55
90 Other Operating Supplies & Expenses.....	75722.27	45685.08
10 Office Supplies.....	38152.12	23462.92
20 Tariffs & Schedules.....	17323.63	15935.18
30 Advertising - Traffic & Sales.....	4996.07	5482.66
50 Outside Fees - Billing and Collecting.....	1989.13	2132.87
60 Officers, Supervisory Personnel Expenses.....	84307.13	75698.17
70 Other Employee Expenses.....	1860.33	1258.55
90 Other General Supplies & Expenses.....	75077.06	54751.50
00 Operating Taxes & Licenses.....	188562.22	154318.37
00 Insurance.....	125716.07	125599.10
10 Communication Expense.....	62531.09	40878.82
20 Utilities Expense.....	38087.84	30561.43
00 Depreciation Expense.....	197325.86	156167.48
00 Revenue Equip. Rents & Purchased Transportation.....	1226564.52	1003950.45
00 Building & Office Equipment Rents.....	52974.95	26722.58
00 (Gains) Losses on Dispo. of Operating Assets.....	(4816.24)	(21712.70)
09 Professional Services Debit.....	119575.10	56564.06
59 Uncollectible Revenues.....	641.09	1680.05
TOTAL OPERATING EXPENSES.....	7856416.62	7242201.45
NET OPERATING PROFIT (LOSS).....	(84231.18)	(251418.56)

OTHER INCOME AND EXPENSES

10 Income From Non Carrier Operations.....	22500.00	31600.00
20 Expenses from Non Carrier Operations.....	(6472.12)	(4881.11)
00 Interest & Dividend Income.....	4854.81	4159.20
10 Other Non-Operating Income.....	2000.00	4000.00
20 Other Non-Operating Deductions.....	(6500.00)	(20468.43)
10 Non-Operating Gain on Dispo. of Assets.....	90108.20	
50 Interest Expense.....	(146966.90)	(61710.88)
TOTAL OTHER INCOME (EXPENSES).....	(40496.01)	(5260.22)
NET ORDINARY INCOME (LOSS) BEFORE TAXES.....	(124727.19)	256678.78
00 Income Taxes on Ordinary Income.....	22.00	98.54
NET INCOME (LOSS) TRANSFERRED TO RETAINED EARNINGS.....	(124749.19)	(256777.52)

BREMAN'S EXPRESS COMPANY

STATEMENT OF NET LOSS AND DEFICIT
FOR THE PERIOD ENDED December 31, 1982

	Amount		Per Cent		
	Month	1982 YTD	1981 YTD	1982 YTD	1981 YTD
OPERATING REVENUE					
Freight Revenue		555,937.77			
Other Operating Revenue		23,557			
Total Operating Revenue		579,494.77			
OPERATING EXPENSES					
Salaries-Officers & Supervisory		521,255			
Salaries & Wages		1,62,048			
Misc. Paid Time Off		203,550			
Other Fringes		847,224			
Operating Supplies & Expenses		375,366			
General Supplies & Expenses		192,418			
Operating Taxes & Licenses		136,668			
Insurance		141,971			
Communication & Utilities		108,283			
Depreciation & Amortization		20,336.3			
Revenue Equipment Rents		1,272,631			
Building & Office Equipment Rents		35,116			
Gain on Dispos. of Oper. Assets		< 17,067 >			
Miscellaneous Expenses		93,319			
Total Operating Expenses		5,976,105			
NET OPERATING LOSS		< 3,431,944 >			
Non-Operating Income (Net)		< 51,456 >			
Interest Expense		1,29,074			
Net Income Before Income Taxes		< 5,27,704 >			
Provision for Income Taxes		1,173			
NET LOSS		< 5,28,877 >			
RETAINED EARNINGS (DEFICIT)					
Beginning		< 5,21,177 >			
Ending		< 1,050,074 >			

Winnipeg Express Co.
 Statements of Income
 12-31-83

Period:	12-31-83	12-31-82
Account:		

	Final 12-31-82	Book 12-31-83		Final 12-31-83
Revenue				
3100 Freight	5557377.49	5303787.92		5303787.92
3500 Other	23553.56	117737.77		117737.77
	<u>5522931.05</u>			<u>5321525.69</u>
Operating Expenses				
4100 Sal. & Wages	521255.00	4235192.00		4235192.00
4200 Sal. & Wages	1862048.46	1432583.46		1432583.46
4300 Misc. & Office	203547.63	133486.11		133486.11
5200 Other freight	847724.04			2104997.99
5300 Oper. exp. ship	375222.39			404777.16
5400 Oper. exp. ship	192418.48			232564.79
4700 Oper. exp. / Tel.	131111.19		1) 577.19	128202.72
4800 Insurance	141771.11			100729.12
5110 Commission	21.26			197462.98
5100 Utilities	35655.70			33178.51
5320 Dep'n	203225.00			163302.66
5400 Inv. equipment				
+ purch. Trans	1222630.23			1872399.15
5500 Bldg. & office				
equip. rent	35115.59			58792.57
5710 Drawn on description				
of op. & equip.	(17996.67)			(41732.25)
5220 Drawn on description				
of op. & equip.	92270			13640.13
5939 Prepaid insurances				
debt	22787.69			105747.71
5959 Unavailable rev.	831.29			
	<u>5976104.99</u>			<u>5870714.15</u>
Net Operating loss	(393173.94)			(547480.41)
5200 Non-oper. loss	(5456.10)			(24363.98)
5450 Return exp.	109073.67		1) 108.54	95553.11
	<u>(527704.21)</u>			<u>(669604.75)</u>
5000 Income Taxes	1193-		1) 179-	179-
	<u>528897.21</u>			<u>667837.5</u>

EXHIBIT C

AGREEMENT

BETWEEN

BREMAN'S EXPRESS COMPANY (SELLER)

AND

PITTSBURGH-JOHNSTOWN-ALTOONA EXPRESS, INC. (PJAX)

AND

PITT-OHIO EXPRESS, INC. (PITT-OHIO)

EXECUTED ON

MAY 9, 1984

Joseph E. Breman, Esq.
BREMAN & BERNS
700 Fifth Avenue Building
Fifth Floor
Pittsburgh, PA 15219
Attorney for SELLER

John A. Vuono, Esq.
Vuono, Lavelle & Gray
2310 Grant Building
Pittsburgh, PA 15219
Attorney for BUYERS

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APPENDICES:

APPENDIX A - Authority to be Purchased by
Pittsburgh-Johnstown-Altoona
Express, Inc. from Breman's
Express Company.....

APPENDIX B - Authority to be Purchased by
Pitt-Ohio Express, Inc. from
Breman's Express Company.....

APPENDIX C - Authority to be Retained by
Breman's Express Company.....

AGREEMENT

THIS AGREEMENT is made this 9th day of May, 1984 between BREMAN'S EXPRESS COMPANY, a Pennsylvania corporation and Debtor-In-Possession (SELLER), having an office in the Borough of Monroeville, Allegheny County, PA; PITTSBURGH-JOHNSTOWN-ALTOONA EXPRESS, INC. (PJAX), a Pennsylvania corporation having an office in the City of Pittsburgh, Allegheny County, PA; and PITT-OHIO EXPRESS, INC. (PITT-OHIO), a Pennsylvania corporation having an office in the City of Pittsburgh, Allegheny County, PA (the latter two corporations herein jointly referred to as "BUYERS").

I. PREMISES

A. SELLER is the Debtor-In-Possession in a Chapter XI proceeding in Case No. 84-92 in the United States Bankruptcy Court for the Western District of Pennsylvania (herein referred to as "the Bankruptcy Court") and holds a certificate of public convenience, issued by the Pennsylvania Public Utility Commission (PUC) at Docket No. A. 80581 and folders thereto.

B. PJAX is a motor common carrier of property holding a certificate of public convenience from the PUC at Docket No. A. 102956 and folders thereto.

C. PITT-OHIO is a motor common carrier of property holding a certificate of public convenience from the PUC at Docket No. A. 102471 and folders thereto.

D. SELLER has agreed to sell to BUYERS portions of SELLER's PUC operating authority as more fully set forth herein, free and clear of all liens, encumbrances, security interests and other claims.

E. The transaction will require the prior approval of the Bankruptcy Court. SELLER will submit to the Bankruptcy Court such petitions and diligently take such other actions as may be required to secure the approval of the transaction by the Bankruptcy Court.

F. The transaction will also require the prior approval of the PUC. BUYERS will file and diligently prosecute applications with the PUC for approval of the transaction pursuant to 66 Pa. C.S.A. §1102 of the Pennsylvania Public Utility Code (herein called "the permanent applications").

G. In view of the bankruptcy proceeding and the fact that SELLER is faced with serious financial problems which endanger its ability to continue to perform adequate and continuous service to the public under all of its outstanding operating rights, the parties have made provision in this agreement for the temporary lease by BUYERS of portions of SELLER's operating rights, pending PUC action on the permanent applications. Pursuant to those provisions, BUYERS and SELLER will promptly file with the PUC applications seeking temporary authority for BUYERS to lease the portions of the PUC operating rights of SELLER which are the subject of the

corresponding permanent applications, pending action by the PUC on the latter applications (herein called "the temporary applications").

II. TERMS AND CONDITIONS

In consideration of the mutual covenants and promises herein contained, the parties, intending to be legally bound, agree, represent and warrant as follows:

1. Purchase Agreement.

1.1 SELLER will sell to PJAX and PJAX will buy, free and clear of all liens, encumbrances, security interests and other claims, that portion of the Pennsylvania intrastate operating rights owned by SELLER and held at PUC Docket No. 80581, as summarized on Appendix A hereto, subject to the conditions contained therein.

1.2 SELLER will sell to PITT-OHIO and PITT-OHIO will buy, free and clear of all liens, encumbrances, security interests and other claims, that portion of the Pennsylvania intrastate operating rights owned by SELLER and held at PUC Docket No. 80581, as summarized on Appendix B hereto, subject to the conditions contained therein.

The operating rights set forth in Appendices A and B are sometimes hereafter collectively referred to as "the operating rights".

2. Price and Payment. BUYERS will pay to SELLER for the operating rights the total sum of Fifty Thousand (\$50,000) Dollars to be paid as follows:

2.1 PJAX will pay to SELLER the sum of Thirty Thousand (\$30,000) Dollars for the operating rights set forth on Appendix A in accordance with the following terms and conditions:

(a) Six Thousand (\$6,000) Dollars (herein called "the escrow fund") to be deposited in escrow upon the execution of this agreement and held and disposed of in accordance with the provisions of paragraph 3; and

(b) The balance of consideration of Twenty-Four Thousand (\$24,000) Dollars in cash or by certified or cashier's check on the final closing date.

2.2 PITT-OHIO will pay to SELLER the sum of Twenty Thousand (\$20,000) Dollars for the operating rights set forth on Appendix B in accordance with the following terms and conditions:

(a) Four Thousand (\$4,000) Dollars (herein called "the escrow fund") to be deposited in escrow upon the execution of this agreement and held and disposed of in accordance with the provisions of paragraph 3; and

(b) The balance of consideration of Sixteen Thousand (\$16,000) Dollars in cash or by certified or cashier's check on the final closing date.

3. Escrow Fund.

3.1 Escrow Agents. The escrow fund provided for in paragraph 2 will be deposited in escrow with Joseph E. Breman, the attorney for SELLER, and John A. Vuono, the attorney for BUYERS (herein called "the escrow agents").

The escrow agents agree to serve in accordance with the terms and conditions of this agreement, a signed counterpart of which shall constitute appropriate directions and authority for the escrow agents.

3.2 Depository. The escrow fund shall, at the option of the escrow agents, be placed in an interest-bearing savings account or invested in other interest-bearing securities, including bank certificates of deposit and corporate commercial paper.

3.3 Interest. Any interest earned on the escrow fund shall be payable to the party to whom the escrow fund is delivered.

3.4 Disposition of Escrow Fund.

(a) The escrow fund shall be delivered by the escrow agents to SELLER on the closing date upon consummation of this transaction pursuant to the terms of this agreement.

(b) The escrow fund shall be returned promptly to BUYERS by the escrow agents if the transaction is not consummated as a result of the denial of approval of the application by the PUC, the failure of the Bankruptcy Court to approve the transaction or if the agreement is terminated or nullified pursuant to the terms hereof. In such event, the parties hereto shall have no further rights or obligations under this agreement.

(c) In the event the permanent applications are approved by the PUC and the transaction is approved by the Bankruptcy Court and any party refuses to consummate, the escrow fund shall be disposed of in accordance with subparagraph 3.5.

3.5 Refusal to Consummate. In the event of the approval of the applications by the PUC and the approval of the transaction by the Bankruptcy Court and in the absence of termination or nullification pursuant to the terms of this agreement:

(a) By BUYERS. If BUYERS refuse to consummate the transaction in accordance with the terms of this agreement, the escrow fund, at the option of SELLER, which option shall be exercised by SELLER giving the escrow agents written notice thereof within thirty (30) days after the latest date for consummation of the transaction in accordance with the terms hereof, shall be delivered to the SELLER to be retained by SELLER as liquidated damages. In such event, this agreement shall forthwith terminate and the parties shall have no further rights or responsibilities hereunder.

In the alternative, if the aforesaid option is not exercised by SELLER, SELLER shall have the right to exercise any other rights which it may have under this agreement. In such event, the escrow agents shall continue to hold the escrow fund pending final resolution of the dispute between the parties.

(b) By SELLER. If SELLER refuses to consummate the transaction in accordance with the terms of this agreement, BUYERS shall have the option to terminate this agreement by giving SELLER written notice thereof within thirty (30) days after the latest date for consummation of the transaction in accordance with the terms hereof. In such event, this agreement shall forthwith terminate and the parties shall have no further rights or responsibilities hereunder and the escrow fund shall be promptly returned to BUYERS.

In the alternative, if the aforesaid option is not exercised by BUYERS, BUYERS shall have the right to exercise against SELLER all rights which BUYERS may have under this agreement. In such event, the escrow agents shall continue to hold the escrow fund pending final resolution of the dispute between the parties.

3.6 Indemnification. The escrow agents will not be paid a fee for their services as escrow agents, and accordingly, SELLER and BUYERS agree to jointly and severally indemnify and hold harmless the escrow agents from any claims, causes of action or adverse effects resulting from their appointment as escrow agents or any actions taken pursuant thereto.

3.7 Expenses. Any expenses incurred by the escrow agents shall be shared 50% by SELLER and 50% by BUYERS.

4. Applications for Approval. The parties agree that this transaction requires the prior approval of the PUC and that the transaction may not be consummated until final approval is secured by the PUC.

Accordingly, within fifteen (15) days after the approval of the Bankruptcy Court, the following applications will be filed:

4.1 The parties will jointly file applications with the PUC pursuant to 66 Pa. C.S.A. §1102 seeking permanent approval of the purchase of the operating rights by BUYERS from SELLER; and

4.2 The parties will jointly file with the PUC applications seeking temporary authority for BUYERS to lease the PUC operating rights of SELLER pending action on the permanent applications by the PUC.

BUYERS will be responsible for preparing and filing the necessary PUC applications. BUYERS shall pay all filing fees, printing and reproduction costs and other out-of-pocket expenses in connection with the preparation, filing and prosecution of the applications.

Each party shall bear the expenses of its counsel, its accountants and other witnesses.

BUYERS and SELLER will, with due diligence and in good faith, cooperate fully in the preparation, filing and prosecution of the applications and agree to join in and execute any and all such applications and other documents, subject to the approval of counsel.

BUYERS 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.

5. Warranties as to Operating Rights. SELLER warrants and guarantees that the operating rights have been duly issued by the PUC; the rights are in full force and effect; the rights are sold free and clear of all liens, encumbrances, security interests or claims of any kind as of the final closing date; if any liens, encumbrances or security interests exist on that date any such liens, encumbrances or security interests shall attach only to the proceeds of this sale and not to the operating rights themselves; and there are and on the final closing date will be no actions at law or in equity nor any proceedings before any governmental agency pending or threatened against SELLER to revoke, suspend or otherwise restrict the operating rights. In the event the foregoing warranties and representations are breached or prove to be inaccurate or false, the escrow fund and any other payments made pursuant to this agreement shall, at the option of BUYERS, be returned promptly to BUYERS. In such event, if temporary authority has been granted, the operating rights shall be promptly returned to SELLER and the parties shall have no further rights or obligations under this agreement.

6. Denial of Temporary Authority. In the event the PUC should issue a final order denying the temporary authority applications, the parties will proceed to prosecute the

permanent applications and this agreement and all of its applicable terms and conditions shall remain in full force and effect.

7. Temporary Authority Lease. If the PUC approves either or both of the temporary applications, SELLER agrees to lease to PJAX and/or PITT-OHIO and the latter agree to lease from SELLER the operating rights on the following terms and conditions:

7.1 Rental. BUYERS each agree to pay to SELLER as rental for the operating rights the sum of One (\$1.00) Dollar and other good and valuable considerations.

7.2 Operating Expenses. During the period in which the operating rights are leased, BUYERS shall bear all costs and expenses incurred in connection with the use of the operating rights.

7.3 Profits and Losses. BUYERS shall be entitled to retain all profits, if any, earned from their use of the operating rights during the period of temporary operations and shall bear all losses, if any, incurred in connection with such operations.

7.4 Term. The term of the temporary authority lease shall begin when BUYERS commence operations of the operating authority pursuant to PUC approval of the temporary applications and shall continue for such period as may be authorized by the PUC until final disposition of the permanent applications or until this agreement is terminated.

In the event of approval of the permanent applications, the temporary authority lease shall terminate upon consummation of the permanent transaction.

In the event of the denial of the permanent applications, the temporary authority lease shall terminate upon the date BUYERS return the operating rights to SELLER as required by a final order of the PUC and in accordance with the terms of this agreement.

8. Approval of Permanent Applications Subject to Restrictions. It is the intention of the parties that PJAX and PITT-OHIO will purchase all of the operating rights set forth on Appendices A and B, respectively, subject to the restrictions set forth in those appendices and that SELLER will retain the balance of its operating authority as set forth on Appendix C, subject to the restrictions set forth on that appendix.

If the PUC, by its final orders, approves one or both of the permanent applications, subject to conditions which restrict, delete or cancel any of the operating rights set forth on Appendices A or B or limit their use by BUYERS in any way, other than as set forth in the restrictions attached to those appendices, PJAX and PITT-OHIO shall each have the option to declare its phase of this agreement null and void and forthwith terminate its respective phase of the agreement by giving SELLER written notice thereof within twenty (20) days after the service date of any such orders. In such event, the party exercising its option to terminate shall promptly receive its portion of the escrow fund from the escrow agents and the terminating party and SELLER shall have no further rights or obligations under this agreement.

In the absence of the exercise of the aforesaid options to terminate by either BUYER, any such restrictions shall be considered modifications hereto and this agreement, as modified, shall remain in full force and effect.

The terms and conditions of this paragraph shall be subject to the appeal provisions set forth in paragraph 10.

9. Denial of Permanent Applications. In the event the PUC, by its final orders, denies approval of the applications, this agreement shall terminate forthwith. In such event, the parties shall have no further rights or obligations under this agreement.

If the PUC, by its final orders, approves one of the applications and denies the other, this agreement shall terminate with respect to the phase of the transaction which has been denied by the PUC but shall remain in effect with respect to the phase of the transaction that has been approved. In such event, the parties to the denied application shall have no further rights or obligations under this agreement and the parties to the approved application shall proceed to consummate the transaction in accordance with this agreement.

The terms and conditions of this paragraph shall be subject to the appeal provisions set forth in paragraph 10.

10. Appeals. In the event the PUC, by its final orders, denies one or both of the permanent applications, or if the PUC grants one or both of the permanent applications, subject to conditions of the type set forth in paragraph 8, any adversely affected party may seek judicial review of those orders to the extent available.

In the event that any party elects to seek judicial review, the termination provisions set forth in paragraph 8 and 9 shall not become effective until the exhaustion of such judicial remedies. In such event, if the final order or orders of the PUC denying one or both of the permanent applications is sustained by the court, this agreement shall be cancelled to the extent provided for in paragraph 9. If the final order or orders of the PUC approving one or both of the permanent applications, subject to conditions, is sustained by the court, PJAX and/or PITT-OHIO, as applicable, may exercise the right to terminate as set forth in paragraph 8 within twenty (20) days after the service of the order or judgment of the last Court of Review.

If any party elects to seek judicial review, the party so electing shall pay all expenses incurred in connection with the appeal, excluding counsel fees of the other party.

For the purposes of this agreement, the term "final order" shall be defined as an order of the PUC finally determining the permanent applications, specifically (a) in the case of denial of the permanent applications, upon the expiration of the period permitted by the Rules of Practice and regulations of the PUC 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 (b) in the case of approval of such permanent applications, the effective date of the order of approval unless stayed by the PUC or by a court.

11. Representations and Warranties of SELLER.

11.1 SELLER is the Debtor-In-Possession in connection with the bankruptcy proceeding pending in the United States Bankruptcy Court for the Western District of Pennsylvania, In the Matter of Breman's Express, Inc., Debtor, Bankruptcy No. 84-92.

11.2 SELLER is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania, and has full power and authority under its Articles of Incorporation or charter to engage in the business which it is now conducting.

11.3 Except for the conditions proposed in this transaction, Appendices A, B and C contain true and correct summaries of all of the operating rights of SELLER; the certificates of public convenience evidencing the operating rights are in good standing with the PUC; and there are no citations, formal complaints, investigations or enforcement proceedings pending against SELLER by the PUC, the Department of Transportation or any other regulatory agency applicable to the operating rights.

11.4 The operating rights are not subject to any options to purchase, agreements of sale or other contracts or obligations of purchase and, upon approval of this transaction by the Bankruptcy Court, SELLER will not enter into any such contractual arrangements prior to the final closing date.

11.5 The Board of Directors of SELLER has, by proper resolution, duly authorized the execution and delivery of this agreement, the filing of the necessary petitions for approval with the Bankruptcy Court, the filing of the necessary applications with the PUC and the performance of such other actions as may be required to effectuate the purposes of this agreement. If required by law or by the Articles of Incorporation or bylaws of SELLER, proper shareholder approval has been obtained in connection with this transaction. A certified copy of the aforesaid resolution of the Board of Directors of SELLER and any requisite resolution of the shareholders of SELLER shall be delivered to BUYERS within ten (10) days after the date of execution of this agreement.

11.6 The execution and performance of this agreement by SELLER will not violate any provision of law or contravene any provision of the Articles of Incorporation or bylaws of SELLER.

12. Representations and Warranties of BUYERS. BUYERS represent and warrant as follows:

12.1 BUYERS are corporations duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania, and have full power and authority under their Articles of Incorporation and charters to engage in the business which they are now conducting.

12.2 The Boards of Directors of BUYERS have, by proper resolutions, duly authorized the execution and delivery of this agreement, the filing of the necessary applications

with the PUC and the performance of such other actions as may be required to effectuate the purposes of this agreement. If required by law or by the Articles of Incorporation or bylaws of BUYERS, proper shareholder approval has been obtained in connection with this transaction. A certified copy of the aforesaid resolution of the Boards of Directors of BUYERS and any requisite resolution of the shareholders of BUYERS shall be delivered to SELLER within ten (10) days after the date of execution of this agreement.

12.3 The execution and performance of this agreement by BUYERS will not violate any provision of law or contravene any provision of the Articles of Incorporation or bylaws of BUYERS.

13. Conditions Precedent. In addition to any other obligations imposed by this agreement, the fulfillment of the following conditions shall constitute conditions precedent to the enforcement of BUYERS' obligations under this agreement:

13.1 The issuance by the Bankruptcy Court of an appropriate order approving the proposed sale of the operating rights in accordance with the terms and conditions of this agreement. In that connection, the parties agree that the consideration of Fifty Thousand (\$50,000) Dollars is conditioned on the purchase of both segments of the operating rights set forth on Appendices A and B.

In the event the Bankruptcy Court should issue an order approving the sale of only one segment of the operating rights

to one of the BUYERS, or fails to issue an appropriate order approving the proposed sale of both segments of the operating rights within ninety (90) days after the date of execution of this agreement, BUYERS shall have the option to terminate this agreement by giving to SELLER written notice of termination within thirty (30) days after expiration of the aforesaid ninety (90) day period. In such event, the escrow fund shall be returned promptly to BUYERS and the parties shall have no further rights or obligations under this agreement.

BUYERS acknowledge that the procedures of the Bankruptcy Code may require a hearing before the Bankruptcy Court as a prerequisite for approval of this agreement and may also require notice to certain parties. Competitive bidding can occur at such hearing. The possibility therefore exists that BUYERS will not be the successful bidders and SELLER will therefore be unable to perform this agreement. In such event, BUYERS' sole remedy shall be the return of the escrow fund and neither party shall thereafter be responsible to one another.

13.2 The approval of the permanent applications by the issuance of final orders of the PUC, subject to the terms and conditions of this agreement. In the event this condition is not fulfilled, the rights and obligations of the parties will be governed by the provisions of paragraphs 8 and 9.

13.3 On the final closing date, the warranties and representations of SELLER as set forth in paragraphs 5 and

ll have been fulfilled. In the event any of the aforesaid warranties and representations are not met, BUYERS shall have the option to terminate the agreement by giving SELLER written notice thereof within twenty (20) days after the occurrence of any such default. In such event, the escrow fund and any other payments made pursuant to this agreement shall be returned promptly to BUYERS. If temporary authority has been granted, the operating rights shall be returned to SELLER and the parties shall have no further rights or obligations under this agreement.

14. PUC Assessments. SELLER warrants that all general assessments heretofore made or that may be made pursuant to 66 Pa. C.S.A. §510 of the Pennsylvania Public Utility Code applicable to any and all operating periods up to the final closing date will be the obligation of SELLER. Any general assessments applicable to periods subsequent to the aforesaid dates shall be the obligation of BUYERS. In the event the PUC requires the payment of any such assessments due from SELLER as a condition precedent to the consummation of the permanent applications, SELLER agrees to promptly pay any such assessments if it is financially able to do so. In the event any such assessments are not paid by SELLER, BUYERS shall have the right to deduct from the consideration due SELLER on the final closing date, the total amount of any such assessments or other charges due the PUC and make payment of such amounts directly to the PUC and to pay any balance of the consideration to SELLER, provided that such

such payments and deductions from the consideration are authorized by the Bankruptcy Court. BUYERS shall not, under any circumstances, be liable for or have responsibility to satisfy any obligations of SELLER as the result of this transaction.

15. Operating Rights Unique. The parties agree that the PUC operating rights which are the subject of this agreement are unique and are not otherwise obtainable.

16. No Broker's Fees or Commissions. BUYERS and SELLER agree that to the best of their knowledge there are no claims for any finder's fees or broker's commissions in connection with this transaction. Notwithstanding the foregoing, each of the parties agrees to indemnify the other against and hold it harmless from any and all liabilities (including reasonable attorney's fees and expenses incurred in defending such claims) for any finder's fees or broker's commission in connection with the transaction contemplated by this agreement, insofar as such claim shall be based on arrangements or agreements made or allegedly made by or on behalf of the indemnifying party.

17. Survival of Representations and Warranties. All provisions in this agreement applicable to BUYERS and SELLER shall be deemed to be representations and warranties and shall survive the consummation of the transaction. SELLER acknowledges that all warranties, representations and covenants made in this agreement are for the purpose and with the intent of inducing BUYERS to purchase the operating

rights. BUYERS acknowledge that all warranties, representations and covenants made in this agreement are for the purpose and with the intent of inducing SELLER to sell the operating rights.

18. Closing Dates. The closing dates are defined as follows:

18.1 The final closing date is the day selected by agreement of the parties within a period of thirty (30) days after the effective date of the final order or orders of the PUC, approving the permanent applications or the thirtieth (30th) such day if no other day is selected. The transactions shall be consummated on the final closing date. The closing shall be held at the offices of Vuono, Lavelle & Gray in Pittsburgh, PA.

18.2 The temporary authority closing date is the day on which BUYERS begin operation of the operating rights pursuant to temporary authority granted by the PUC and shall be the date selected by the parties within a period of twenty (20) days after issuance of any order or orders by the PUC approving the temporary authority applications or the twentieth (20th) such day if no other day is selected.

19. 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.

20. 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 at the addresses shown below:

SELLER:

Leslie S. Breman
President
Breman's Express Company
318 Haymaker Road
P. O. Box 117
Monroeville, PA 15146

PJAX:

Donald C. Hammel
President
Pittsburgh-Johnstown-Altoona Express, Inc.
P. O. Box 3270
Pittsburgh, PA 15230

PITT-OHIO:

Charles L. Hammel, III
President
Pitt-Ohio Express, Inc.
27th & A.V.R.R.
Pittsburgh, PA 15222

A copy of any such communications shall also be mailed to the following counsel for the parties:

Joseph E. Breman, Esq.
Breman & Berns
700 Fifth Avenue Building
Fifth Floor
Pittsburgh, PA 15219
Attorney for SELLER

John A. Vuono, Esq.
Vuono, Lavelle & Gray
2310 Grant Building
Pittsburgh, PA 15219
Attorney for BUYERS

Such notice shall be sufficient, whether accepted at the address referred to or not, if tendered at such address during the normal business hours by the United States Postal Service. The addresses may from time to time be changed by either party giving written notice pursuant to the terms of this paragraph.

21. Entire Agreement of Parties. This agreement cannot be changed orally and constitutes the entire contract between the parties hereto. It shall not be modified nor changed by any expressed or implied promises, warranties, guaranties, representations or other information unless expressly and specifically set forth in this agreement or an addendum thereto properly executed by the parties.

22. Construction. This agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

23. 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 intending to be legally bound, have executed this agreement the day and year first above stated.

BREMAN'S EXPRESS COMPANY

By: John B. Mastrangelo
John B. Mastrangelo
Executive Vice President
PITTSBURGH-JOHNSTOWN-ALTOONA
EXPRESS, INC.

By: Donald C. Hammel
Donald C. Hammel, President

PITT-OHIO EXPRESS, INC.

By: Charles L. Hammel, III
Charles L. Hammel, III, President

APPENDIX A

AUTHORITY TO BE PURCHASED

BY

PITTSBURGH-JOHNSTOWN-ALTOONA EXPRESS, INC.

FROM

BREMAN'S EXPRESS, INC.

OPERATING AUTHORITY

Certificate No. A.80581
Folder No. 2

To transport, as a Class A carrier, property over the following route:

Beginning in the City of Pittsburgh, Allegheny County, thence through Wilkinsburg and via U. S. Highway Route 22 to Murraysville, thence to Export, thence to Delmont, thence to New Alexandria, thence to Blairsville, thence via U. S. Highway Route 119 to Blacklick, thence to Graceton, thence to Homer City, thence to Indiana, thence via Pennsylvania Highway Route 80 to its intersection with U. S. Highway Route 219, thence via U. S. Highway Route 219 to the Village of Grampian, thence via U. S. Highway Route 322 to the Borough of Philipsburg, thence to the Borough of Port Matilda, thence via U. S. Highway Routes 322 and 220 to Martha Furnace, thence via U. S. Highway Route 220 through the Village of Wingate to the Borough of Milesburg, thence via Pennsylvania Highway Routes 545 and 45 to the Boroughs of Bellefonte and State College, thence via U. S. Highway Route 322 through the Village of Buffalo Run to Martha Furnace, thence via U. S. Highway Routes 322 and 220 through the Village of Bald Eagle to the Borough of Tyrone, thence via Pennsylvania Highway Route 453 to its intersection with Pennsylvania Highway Route 253, and thence via Pennsylvania Highway Route 253, through the Borough of Ramey to the Borough of Houtzdale, Clearfield County;

And over the following alternate routes, spur routes and connecting routes:

Beginning in the City of Pittsburgh, Allegheny County, thence through the Borough the Borough of Wilkinsburg and via U. S. Highway Route 22 through Murraysville and Export to the Borough of Delmont, Westmoreland County, thence via Pennsylvania Highway Route 66 a distance of approximately 2 miles to junction with county road, thence via the said county road through the Village of Slickville to junction with Pennsylvania Highway Route 80, thence via Pennsylvania Highway Route 80 through the Borough of Saltsburg and the Borough of Jacksonville to the Borough of Indiana, Indiana County;

Alternate Route For Use As An Operating Route Only:

Beginning in the City of Pittsburgh, Allegheny County, thence via Pennsylvania Highway Route 28, New Kensington, Pennsylvania Highway Route 56, Leechburg, Pennsylvania Highway Route 66, Apollo, Pennsylvania Highway Route 156, Shelocta and U. S. Highway Route 422 to the Borough of Indiana, Indiana County;

Spur Route For Use As An Operating Route Only:

Beginning in the Borough of Apollo, Armstrong County, thence via Pennsylvania Highway Route 66 to the Borough of Delmont, Westmoreland County;

Spur Routes:

Beginning in the Borough of Clymer, Indiana County, thence via Pennsylvania Highway Route 480 to the Borough of Marion Center, Indiana County;

Beginning in the Village of Dixonville, Indiana County, thence via an unnumbered Highway to its intersection with Pennsylvania Highway Route 80 East of the Village of Gypsy, Indiana County;

OPERATING AUTHORITY

Certificate No. A.80581
Folder No. 2

Beginning in the Village of Hillsdale, Indiana County, thence via an unnumbered highway and Pennsylvania Highway Route 360 to the Borough of Cherry Tree, Indiana County;

Alternate Route:

Beginning in the Borough of Indiana, Indiana County, thence via U. S. Highway Route 422 to the Borough of Ebensburg, Cambria County, thence via Pennsylvania Highway Route 45 to the Borough of Loretto, thence via Pennsylvania Highway Route 553 to its intersection with Pennsylvania Highway Route 53 at the Village of Syberton, thence via Pennsylvania Highway Route 53 to the Borough of Philipsburg, Centre County;

Connecting Routes:

Beginning in the Borough of Ebensburg, Cambria County, thence via U. S. Highway Route 219 to its intersection with Pennsylvania Highway Route 80 North of the Borough of Burnside, Clearfield County;

Beginning in the Borough of Ashville, Cambria County, thence via Pennsylvania Highway Route 36 to its intersection with U. S. Highway Route 219 at the Borough of Mahaffey, Clearfield County;

Beginning in the Borough of Carrolltown, Cambria County, thence via an unnumbered highway to the Borough of Patton, Cambria County;

Beginning in the Borough of Barnesboro, Cambria County, thence via State Highway Route 11049 to the Borough of Hastings, Cambria County;

Spur Route:

Beginning in the Borough of Carrolltown, Cambria County, thence via an unnumbered highway to the Village of Elmora, Cambria County;

Alternate Route:

Beginning in the Borough of Philipsburg, Centre County, thence via Pennsylvania Highway Route 53 through the Villages of Morrisdale, Allport, Kylertown, and Drifting, Clearfield County, and the Village of Moshannon and the Borough of Snow Shoe, Centre County, to the Village of Wingate, Centre County;

Connecting Routes:

Beginning at the intersection of Pennsylvania Highway Route 453 and 253, thence via Pennsylvania Highway Route 255, through the Village of Allemans, Clearfield County, to the Village of Van Ormer, Cambria County;

Beginning in the Borough of Philipsburg, Centre County, thence via Pennsylvania Highway Route 350 to the Village of Bald Eagle, Blair County;

OPERATING AUTHORITY

Certificate No. A.80581
Folder No. 2

To transport petroleum products and containers for the W. J. Crawford Oil Company, as a Class D carrier, from its place of business in the Borough of McKees Rocks, Allegheny County, to the applicant's loading dock in the City of Pittsburgh, Allegheny County;

To transport petroleum products and containers for the W. J. Crawford Oil Company, as a Class D carrier, from the applicant's loading dock in the City of Pittsburgh, Allegheny County, to points on the applicant's route between the City of Pittsburgh, Allegheny County, and Borough of Indiana, Indiana County, and points on the Replogle Transport Company's route between the Boroughs of Indiana, Indiana County, Clearfield, Clearfield County, and Philipsburg, Centre County;

To accept property originating at points located on the routes of the applicant and destined to points on the route of Replogle Transport Company located between Philipsburg and Indiana and vice versa, said property to be transferred at Indiana, with the right to participate in through routes and joint rates;

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

FIRST: That service to and from the Borough of Saltsburg and the Village of Slickville is limited to the transportation of perishable goods.

SECOND: That no right, power or privilege is granted to render local service between points on that part of the route between the Borough of Indiana and the Borough of Philipsburg or between points on spur routes between Clymer and Marion Center, between Dixonville and the intersection of an unnumbered highway with Highway Route 80 East of the Village of Gypsy and between Hillsdale and Cherry Tree.

THIRD: That no right, power or privilege is granted to render local service on the portions of the alternate and connecting routes herein authorized, beginning at the Village of Belsano, Cambria County, thence via Highway Route 422 to the Borough of Ebensburg, thence via Highway Route 219 to the Borough of Barnesboro, thence via Highway Route 11049 to the Borough of Hastings, thence via Highway Route 36 to the Borough of Ashville, thence via Highway Route 53 to the Village of Syberton.

FOURTH: That no right, power or privilege is granted to render service from the City of Pittsburgh to points on the portions of the routes as described in the THIRD CONDITION, or vice versa.

FIFTH: That no right, power or privilege is granted to transport commodities in bulk in tank vehicles, property which because of its size or weight requires the use of carryall trucks, winch tractors, low-bed trailers, pole trailers or other tractors, or trailers of special design or commodities which require special equipment to load or unload from or to the vehicles or any single item of property which has a gross weight in excess of fifteen (15) tons between points on that part of the route beginning in the Borough of Philipsburg and

OPERATING AUTHORITY

Certificate No. A.80581
Folder No. 2

terminating in the Borough of Houtzdale, or between points on the alternate route between Philipsburg and the Village of Wingate, or between points on connecting routes between the intersection of Highway Routes 453 and 253 and the Village of Van Ormer and between the Borough of Philipsburg and the Village of Bald Eagle, or to or from points on said part of the route, alternate route and connecting routes; or to transport property locally between points on that part of the route, alternate route and connecting routes as described in this FIFTH condition.

Folder 2, Am-A

To transport, as a Class D carrier, property from points in the County of Allegheny, to points on the following routes and vice versa:

Beginning in the City of Pittsburgh, Allegheny County, thence through Wilkinsburg and via U. S. Highway Route 22 to Murrysville, thence to Export, thence to Delmont, thence to New Alexandria, thence to Blairsville, thence via U. S. Highway Route 119 to Black Lick, thence to Graceton, thence to Homer City, thence to Indiana, thence via Pennsylvania Highway Route 80 to its intersection with U. S. Highway Route 219, thence via U. S. Highway Route 219 to the Borough of Grampian, thence via U. S. Highway Route 322 to the Borough of Philipsburg, thence to the Borough of Port Matilda, thence via U. S. Highway Routes 322 and 220 to Martha Furnace, thence via U. S. Highway Route 220 through the Village of Wingate to the Borough of Milesburg, thence via Pennsylvania Highway Routes 545 and 45 to the Boroughs of Bellefonte and State College, thence via U. S. Highway Route 322 through the Village of Buffalo Run to Martha Furnace, thence via U. S. Highway Routes 322 and 220 through the Village of Bald Eagle to the Borough of Tyrone, thence via Pennsylvania Highway Route 453 to its intersection with Pennsylvania Highway Route 253, and thence via Pennsylvania Highway Route 253 through the Borough of Ramey to the Borough of Houtzdale, Clearfield County.

Alternate Routes:

Beginning in the City of Pittsburgh, Allegheny County, thence through the Borough of Wilkinsburg and via U. S. Highway Route 22 through Murrysville and Export to the Borough of Delmont, Westmoreland County, thence via Pennsylvania Highway Route 66 a distance of approximately 2 miles to junction with county road, thence via the said county road through the Village of Slickville to junction with Pennsylvania Highway Route 80, thence via Pennsylvania Highway Route 80 through the Borough of Saltsburg and the Borough of Jacksonville to the Borough of Indiana, Indiana County.

Beginning in the Borough of Indiana, Indiana County, thence via U. S. Highway Route 422 to the Borough of Ebensburg, Cambria County, thence via Pennsylvania Highway Route 45 to the Borough of Loretto, thence via Pennsylvania Highway Route 553 to its intersection with Pennsylvania Highway Route 53 at the Village of Syberton, thence via Pennsylvania Highway Route 53 to the Borough of Philipsburg, Centre County;

OPERATING AUTHORITY

Certificate No. A.80581
Folder 2, Am-A

Beginning in the Borough of Philipsburg, Centre County, thence via Pennsylvania Highway Route 53 through the Villages of Morrisdale, Allport, Kylertown and Drifting, Clearfield County, and the Village of Moshannon and the Borough of Snow Shoe, Centre County, to the Village of Wingate, Centre County.

Spur Routes:

Beginning in the Borough of Clymer, Indiana County, thence via Pennsylvania Highway Route 480 to the Borough of Marion Center, Indiana County.

Beginning in the Village of Dixonville, Indiana County, thence via an unnumbered highway to its intersection with Pennsylvania Highway Route 80 East of the Village of Gypsy, Indiana County.

Beginning in the Village of Hillsdale, Indiana County, thence via an unnumbered highway and Pennsylvania Highway Route 360 to the Borough of Cherry Tree, Indiana County.

Beginning in the Borough of Carrolltown, Cambria County, thence via an unnumbered highway to the Village of Elmora, Cambria County.

Connecting Lines:

Beginning in the Borough of Ebensburg, Cambria County, thence via U. S. Highway Route 219 to its intersection with Pennsylvania Highway Route 80 North of the Borough of Burnside, Clearfield County.

Beginning in the Borough of Ashville, Cambria County, thence via Pennsylvania Highway Route 36 to its intersection with U. S. Highway Route 219 at the Borough of Mahaffey, Clearfield County.

Beginning in the Borough of Carrolltown, Cambria County, thence via an unnumbered highway to the Borough of Patton, Cambria County.

Beginning in the Borough of Barnesboro, Cambria County, thence via State Highway Route 11049 to the Borough of Hastings, Cambria County.

Beginning at the intersection of Pennsylvania Highway Routes 453 and 253, thence via Pennsylvania Highway Route 253 through the Village of Allemans, Clearfield County, to the Village of Van Ormer, Cambria County.

Beginning in the Borough of Philipsburg, Centre County, thence via Pennsylvania Highway Route 350 to the Village of Bald Eagle, Blair County;

with the right to use the following alternate route as an operating route only:

Beginning in the City of Pittsburgh, Allegheny County, thence via Pennsylvania Highway Route 28, New Kensington, Pennsylvania Highway Route 56, Leechburg, Pennsylvania Highway Route 66, Apollo, Pennsylvania Highway Route 156, Shelocta and U. S. Highway Route 422 to the Borough of Indiana, Indiana County;

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with the right to use the following spur route as an operating route only:

Beginning in the Borough of Apollo, Armstrong County, thence via Pennsylvania Highway Route 66 to the Borough of Delmont, Westmoreland County;

All subject to the following conditions:

That no right, power or privilege is granted to transport property which because of size or weight requires the use of special equipment, such as carryalls, winch trucks, winch trailers or pole trailers.

That no right, power or privilege is granted to render service to or from the City of Pittsburgh, except as presently authorized.

That service to and from the Borough of Saltsburg and the Village of Slickville is limited to the transportation of perishable goods.

That no right, power or privilege is granted to render service from points in the County of Allegheny to points on the portions of the alternate and connecting routes beginning at the Village of Belsano, Cambria County, thence via Highway Route 422 to the Borough of Ebensburg, thence via Highway Route 219 to the Borough of Barnesboro, thence via Highway Route 11049 to the Borough of Hastings, thence via Highway Route 36 to the Borough of Ashville, thence via Highway Route 53 to the Village of Syberton, or vice versa.

That no right, power or privilege is granted to transport commodities in bulk in tank vehicles, property which because of its size or weight requires the use of carryall trucks, winch tractors, low-bed trailers, pole trailers or other tractors or trailers of special design or commodities which require special equipment to load or unload from or to the vehicles or any single item of property which has a gross weight in excess of fifteen (15) tons from points in the County of Allegheny to points on that part of the route beginning in the Borough of Philipsburg and terminating in the Borough of Houtzdale, or between points on the alternate route between Philipsburg and the Village of Wingate, or between points on connecting routes between the intersection of Highway Routes 453 and 253 and the Village of Van Ormer and between the Borough of Philipsburg and the Village of Bald Eagle, or vice versa.

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To transport, as a Class D carrier, property between points in the Township of Karthaus, Clearfield County, and within twenty-five (25) miles of the limits of said township, and from points in said area to points on the following described routes, connecting routes, spur routes and alternate routes and to points in the County of Allegheny, and vice versa.

Beginning in the City of Pittsburgh, Allegheny County, thence through Wilkinsburg and via U. S. Highway Route 22 to Murrysville, thence to Export, thence to Delmont,

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thence to New Alexandria, thence to Blairsville, thence via U. S. Highway Route 119 to Black Lick, thence to Graceton, thence to Homer City, thence to Indiana, thence via Pennsylvania Highway Route 80 to its intersection with U. S. Highway Route 219, thence via U. S. Highway Route 219 to the Borough of Grampian, thence via U. S. Highway Route 322 to the Borough of Philipsburg, thence to the Borough of Port Matilda, thence via U. S. Highway Routes 322 and 220 to Martha Furnace, thence via U. S. Highway Route 220 through the Village of Wingate to the Borough of Milesburg, thence via Pennsylvania Highway Routes 545 and 45 to the Boroughs of Bellefonte and State College, thence via U. S. Highway Route 322 through the Village of Buffalo Run to Martha Furnace, thence via U. S. Highway Routes 322 and 220 through the Village of Bald Eagle to the Borough of Tyrone, thence via Pennsylvania Highway Route 453 to its intersection with Pennsylvania Highway Route 253, and thence via Pennsylvania Highway Route 253 through the Borough of Ramey to the Borough of Houtzdale, Clearfield County.

Alternate Routes:

Beginning in the City of Pittsburgh, Allegheny County, thence through the Borough of Wilksburg and via U. S. Highway Route 22 through Murrysville and Export to the Borough of Delmont, Westmoreland County, thence via Pennsylvania Highway Route 66 a distance of approximately two (2) miles to junction with county road, thence via the said county road through the Village of Slickville to junction with Pennsylvania Highway Route 80, thence via Pennsylvania Highway Route 80 through the Borough of Saltsburg and the Borough of Jacksonville to the Borough of Indiana, Indiana County.

Beginning in the Borough of Indiana, Indiana County, thence via U. S. Highway Route 422 to the Borough of Ebensburg, Cambria County, thence via Pennsylvania Highway Route 45 to the Borough of Loretto, thence via Pennsylvania Highway Route 553 to its intersection with Pennsylvania Highway Route 53 at the Village of Syberton, thence via Pennsylvania Highway Route 53 to the Borough of Philipsburg, Centre County.

Beginning in the Borough of Philipsburg, Centre County, thence via Pennsylvania Highway Route 53 through the Villages of Morrisdale, Allport, Kylertown and Drifting, Clearfield County, and the Village of Moshannon and the Borough of Snow Shoe, Centre County, to the Village of Wingate, Centre County.

Spur Routes:

Beginning in the Borough of Clymer, Indiana County, thence via Pennsylvania Highway Route 480 to the Borough of Marion Center, Indiana County.

Beginning in the Village of Dixonville, Indiana County, thence via an unnumbered highway to its intersection with Pennsylvania Highway Route 80 East of the Village of Gipsy, Indiana County.

Beginning in the Village of Hillsdale, Indiana County, thence via an unnumbered highway and Pennsylvania Highway Route 360 to the Borough of Cherry Tree, Indiana County.

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Beginning in the Borough of Carrolltown, Cambria County, thence via an unnumbered highway to the Village of Elmora, Cambria County.

Connecting Routes:

Beginning in the Borough of Ebensburg, Cambria County, thence via U. S. Highway Route 219 to its intersection with Pennsylvania Highway Route 80 North of the Borough of Burnside, Clearfield County.

Beginning in the Borough of Ashville, Cambria County, thence via Pennsylvania Highway Route 36 to its intersection with U. S. Highway Route 219 at the Borough of McHaffey, Clearfield County.

Beginning in the Borough of Carrolltown, Cambria County, thence via an unnumbered highway to the Borough of Patton, Cambria County.

Beginning in the Borough of Barnesboro, Cambria County, thence via State Highway Route 11049 to the Borough of Hastings, Cambria County.

Beginning at the intersection of Pennsylvania Highway Routes 453 and 253, thence via Pennsylvania Highway Route 253 through the Village of Allemans, Clearfield County, to the Village of Van Ormer, Cambria County.

Beginning in the Borough of Philipsburg, Centre County, thence via Pennsylvania Highway Route 350 to the Village of Bald Eagle, Blair County;

with the right to use the following alternate route as an operating route only:

Beginning in the City of Pittsburgh, Allegheny County, thence via Pennsylvania Highway Route 28, New Kensington, Pennsylvania Highway Route 56, Leechburg, Pennsylvania Highway Route 66, Apollo, Pennsylvania Highway Route 156, Shelocta and U. S. Highway Route 422 to the Borough of Indiana, Indiana County;

with the right to use the following spur route as an operating route only:

Beginning in the Borough of Apollo, Armstrong County, thence via Pennsylvania Highway Route 66 to the Borough of Delmont, Westmoreland County;

subject to the following conditions:

That no right, power or privilege is granted to use special equipment such as low-bed trailers or trucks and tractors which are specifically equipped with winches, nor to transport any single unit of property weighing more than fifteen (15) tons.

That no right, power or privilege is granted to transport property from points in the County of Allegheny to points on Highway Route 255 between the City of DuBois and the Borough of Saint Marys or on Highway Route 120 between the Borough of Saint Marys and the Borough of Emporium or vica versa, nor to render local service

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between points on Highway Route 255 between DuBois and Saint Marys or on Highway Route 120 between Saint Marys and Emporium.

That no right, power or privilege is granted to transport property, either direct or by interchange, to or from the Boroughs of Saint Marys, Emporium, Renovo and South Renovo.

That no right, power or privilege is granted to transport household goods and office furniture in use to or from the Borough of Clearfield, Clearfield County, and points within fifteen (15) miles of the limits of said Borough.

and with the further right:

To interchange property in the Township of Karthaus, Clearfield County, and at points within twenty-five (25) miles of the limits of said township and in the City of Pittsburgh, Allegheny County, with Class A carriers, Class B carriers and Class D carriers operating over regular routes, subject to the provisions of General Order No. 29 governing Class A carriers.

Folder 2, Am-C

To transfer, as a Class A carrier, property over a route beginning in the City of Pittsburgh, Allegheny County, thence via Highway Route 28 and a bridge over the Allegheny River to the City of New Kensington, Westmoreland County, thence via Highway Routes 56 and 356 to the Borough of Leechburg, Armstrong County, thence via Highway Route 66 to the Borough of Apollo, Armstrong County, thence via Highway Route 56 and 156 to the Borough of Shelocta, Indiana County, thence via Highway Route 422 to the Borough of Indiana, Indiana County; and over a spur route beginning at the intersection of Highway Routes 422 and 156, thence via Highway Route 422 to the Borough of Elderton, Armstrong County; and over a connecting route beginning at the intersection of Highway Routes 156 and 56, thence via Highway Route 56 to its intersection with Highway Route 286 and including service to the Townships of Kiskiminitas, South Bend, and Plum Creek, Armstrong County, and the Townships of Armstrong, White, and Young, Indiana County; excluding service to all points between Pittsburgh and Apollo inclusive, except as presently authorized.

To transport, as a Class D carrier, property from points in the County of Allegheny, to points on the aforesaid Class A route, spur route, and connecting route, townships, and vice versa, excluding service to all points between Allegheny County and Apollo inclusive, except as presently authorized;

and subject to the following condition:

That no right, power or privilege is granted to transport commodities in bulk in tank vehicles or in hopper-type vehicles.

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To transport, as a Class D carrier, property from points in the counties of Clearfield, Cameron, Elk and Jefferson to points in the counties of Allegheny, Beaver, Butler, Fayette, Greene, Lawrence, Washington and Westmoreland, and vice versa;

Subject to the following conditions:

1. That no right, power or privilege be granted to transport commodities in bulk, in dump, tank, or hopper-type vehicles.
2. That no right, power or privilege is granted to transport commodities which, because of size or weight, require special handling or the use of special equipment such as winch trucks or tractors, pole or extendible trailers or carryalls, or which requires a permit from the Pennsylvania Department of Transportation.
3. That no right, power or privilege be granted to transport commodities in vehicles equipped with mechanical refrigeration.
4. That no right, power or privilege is granted to transport iron or steel or iron or steel articles exceeding 10,000 pounds per shipment from steel mills.

Folder 4

To transport, as a Class D carrier, fire brick and clay products from the brick plant of the Laclede-Christy Company located in the Borough of Osceola Mills, Clearfield County, to points in Pennsylvania.

To transport, as a Class D carrier, fire clay in bulk and containers from the clay processing plant of the Laclede-Christy Company located in the Township of Bradford, Clearfield County, to points in Pennsylvania.

EIGHTH: That no right, power or privilege is granted to transport property from points in the Borough of Clymer, Indiana County, and within five (5) miles by the usually traveled highways of the limits of said borough to points within twenty-five (25) miles by the usually traveled highways of the limits of said borough, and vice versa.

NINTH: That no right, power or privilege is granted to transport (a) household goods and office equipment in use from points in the Borough of Clymer, Indiana County, and within twenty-five (25) miles by the usually traveled highways of the limits of said borough, or vice versa; or (b) household goods in use from points in the Borough of Leechburg, Armstrong County, and within ten (10) miles by the usually traveled highways of the limits of said borough, to points in Pennsylvania, or vice versa.

TENTH: That no right, power or privilege is granted to transport property between points in the Borough of Leechburg, Armstrong County, and within twelve (12) miles by the usually traveled highways of the limits of said borough.

ELEVENTH: That no right, power or privilege is granted to transport property between the Borough of Avonmore and the Village of Salina, Bell Township, Westmoreland County, and the Borough of Saltsburg, Indiana County, and the Boroughs of Leechburg and Apollo, Armstrong County, or the right to consolidate said operation with certificated routes between Pittsburgh, Leechburg, Vandergrift and Apollo, or the right to render through service between Pittsburgh and Avonmore, Salina and Saltsburg.

TWELFTH: That no right, power or privilege is granted to transport property from points in the County of Allegheny to points in the Boroughs of Leechburg, Apollo and North Apollo, the Village of North Vandergrift, the Township of Parks, Armstrong County, the Boroughs of West Leechburg, Hyde Park, Vandergrift, East Vandergrift, Oklahoma and Avonmore, and the Village of Salina, Bell Township, Westmoreland County, and the Borough of Saltsburg, Indiana County, and vice versa.

THIRTEENTH: That no right, power or privilege is granted to transport property between points in the Borough of Vandergrift, Westmoreland County, and within fifteen (15) miles by the usually traveled highways of the limits of said borough.

FOURTEENTH: That no right, power or privilege is granted to provide service for Allegheny Ludlum Steel Corporation; A. P. Green Firebrick Company; United States Steel Corporation; United Engineering & Foundry Company; Butler Refractories Company; Raychord Corporation; General Refractories Company and General Steel Industries, Inc., National Roll Division; General Refractories Company; St. Joe Zinc Company; Cerro Metal Products; and All Metals, Inc. and Charles Bluestone Company.

FIFTEENTH: That no right, power or privilege is granted to provide service to or from the facilities of Schenley Distributors, Inc. and affiliated companies; Joseph S. Finch Company; Logansport Distilling Company and other affiliated companies; Jones & Laughlin Steel Corporation; National Materials Corporation; and Harbison-Walker Refractories, Division of Dresser Industries, Inc.

AUTHORITY TO BE PURCHASED

BY

PITT-OHIO EXPRESS, INC.

FROM

BREMAN'S EXPRESS, INC.

OPERATING AUTHORITY

Certificate No. A.80581
Folder 2, Am-D

1. To transport, as a Class B carrier, property between points in the City of Pittsburgh, Allegheny County. (formerly A.33343, F. 4)
2. To transport, as a Class D carrier, property from the City of Pittsburgh, Allegheny County, to points in the said county, and vice versa. (formerly A.33343, F. 4)

with right No. 2 above subject to the following condition:

That the rights, powers and privileges hereby granted shall not include the right to transport from one municipality to another with the exception of Pittsburgh, or to transport between points in any municipality, except Pittsburgh.

3. To transport, as a Class D carrier, property from points in the County of Allegheny to points on the following routes, and vice versa: (formerly A.33343, F. 4)

Route 1: Between the City of Beaver Falls, Beaver County, and the City of Pittsburgh, Allegheny County, via Highway Routes 88 and 18; and between the Borough of Aliquippa, Beaver County, and the City of Pittsburgh, Allegheny County, via Highway Route 51, Ohio River Bridge at Sewickley and Highway Route 88.

Route 2: Between the Borough of West Homestead and the City of Pittsburgh, Allegheny County, via Homestead, Minhall and Hays.

Route 3: Between the City of Pittsburgh, Allegheny County, and the City of Washington, Washington County, via Hendersonville, Canonsburg, Houston and Meadowlands; between the City of Pittsburgh, Allegheny County, and the Village of Richfol, Washington County, via Highway Route 19 to Donaldson Crossroads, thence via connecting route to Highway Route 519 to Morganza, thence via Highway Route 519 to the Village of Richfol; alternate route between the City of Pittsburgh, Allegheny County, and the Village of Richfol, Washington County, via Point Bridge, Noblestown Road, Carnegie and Highway Route 519.

Route 4: Between the Cities of Pittsburgh and Clairton, Allegheny County, via Boulevard of the Allies, Twenty-second Street Bridge, Carson Street and Boulevard through Hays, Lincoln Place and Dravosburg to Clairton, and between Clairton, Elizabeth and West Elizabeth via the Clairton and Elizabeth Road.

Route 5: Between the Cities of Pittsburgh and Clairton, Allegheny County, via Liberty Tubes, Saw Mill Run Boulevard, Pleasant Hills and Large;

with Route 5 above subject to the following conditions:

FIRST: That no right, power or privilege is granted to transport household goods in use.

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SECOND: That no right, power or privilege is granted to transport beer except during such time as the certificate holder holds a permit from the Liquor Control Board or other governmental authority from which such permits will be required.

Route 6: Between the Cities of Pittsburgh, Allegheny County, and Butler, Butler County, via Highway Route 8, and between said cities via Etna, Bakertown, Highway Route 855, Valencia, Mars, Evans City, Conoquenessing and Highway Route 68; between Beaver Falls and Butler, via New Brighton, Zelienople, Harmony and Evans City over and along Highway Route 68; and between New Castle and Butler via Highway Route 422;

with Route 6 above subject to the following conditions:

FIRST: That no right, power or privilege is granted to render direct service from points in the County of Allegheny to points on the above described Route 6 between Beaver Falls and Butler and Between New Castle and Butler, including Portersville, Butler County, or vice versa.

SECOND: That applicant's trucks in furnishing the above authorized transportation shall be limited to the highways included in the authorized routes except in the County of Allegheny.

4. To interchange property at the City of Pittsburgh, Allegheny County, with other Class A carriers and Class D carriers operating over regular routes subject to the provisions of Pa. Code Title 52, §31.22 governing Class A carriers. (formerly A.33343, F. 4)
5. To transport, as a Class B carrier, household goods, in use, and livestock, between points in the Boroughs of Sewickley, Haysville, Glen Osborne, Edgeworth and Leetsdale, Allegheny County. (formerly A.33343, F. 5)
6. To transport, as a Class D carrier, household goods, in use, and livestock, from points in the Boroughs of Sewickley, Haysville, Glen Osborne, Edgeworth and Leetsdale, Allegheny County, to other points in Pennsylvania. (formerly A.33343, F. 5)
7. To transport, as a Class A carrier, property between the City of Beaver Falls, Beaver County, and the City of Pittsburgh, Allegheny County, over the following route: (formerly A.33343, F. 6)

Beginning in the City of Beaver Falls, thence via Highway Route 18 to the Borough of New Brighton, Beaver County, thence via Highway Route 88 to the City of Pittsburgh.

8. To transport, as a Class A carrier, property between the Borough of Aliquippa, Beaver County, and the City of Pittsburgh over the following route: (formerly A.33343, F. 6)

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Beginning in the Borough of Aliquippa, thence via Highway Route 51 to the south side of the bridge crossing the Ohio River from Sewickley, thence across said bridge to the Borough of Sewickley, Allegheny County, thence via Highway Route 88 to the City of Pittsburgh.

9. To transport, as a Class D carrier, property from municipalities located immediately on both sides of the Ohio River from Pittsburgh to the dividing line between Allegheny and Beaver Counties, on both sides of the Monongahela River from Pittsburgh to the dividing line between Allegheny and Washington Counties, and on the west side of the Allegheny River from Pittsburgh to the dividing line between Allegheny and Butler Counties, and on the east side of the Allegheny River from Pittsburgh to the dividing line between Allegheny and Westmoreland Counties, to points on the following route: (formerly A.33343, F. 6)

Beginning in the City of Beaver Falls, thence via Highway Route 18 to the Borough of New Brighton, Beaver County, thence via Highway Route 88 to the City of Pittsburgh, and vice versa;

with right No. 9 above subject to the following conditions:

That the applicant's trucks in furnishing the above authorized transportation shall be limited to the highways included in the authorized routes except in the County of Allegheny.

10. To transport, as a Class A carrier, property between the Borough of West Homestead and the City of Pittsburgh, Allegheny County, via Homestead, Minhall and Hays. (formerly A.33343, F. 7)
11. To transport, as a Class C carrier, uncrated refrigerators, coolers, or meat display cases, weighing not less than nine hundred pounds, for commercial installation, for McCray Refrigerator Sales Corporation, from the City of Pittsburgh, Allegheny County, to points in Pennsylvania within fifty miles, by the usually traveled highways of the limits of the City of Pittsburgh. (formerly A.33343, F. 7)
12. To transport, as a Class D carrier, property from municipalities located immediately on both sides of the Ohio River from Pittsburgh to the dividing line between Allegheny and Beaver Counties, on both sides of the Monongahela River from Pittsburgh to the dividing line between Allegheny and Washington Counties, and on the west side of the Allegheny River from Pittsburgh to the dividing line between Allegheny and Butler Counties, and on the east side of the Allegheny river from Pittsburgh to the dividing line between Allegheny and Westmoreland Counties, to points on the following route: (formerly A.33343, F. 7)

Between the Borough of West Homestead and the City of Pittsburgh, Allegheny County, via Homestead, Minhall and Hays, and vice versa:

with right No. 12 above subject to the following condition:

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That the applicant's trucks in furnishing the above authorized transportation shall be limited to the highways included in the authorized routes except in the County of Allegheny.

with rights Nos. 10, 11 and 12 subject to the following condition:

That no right, power or privilege is granted to transport property between points in the City of Pittsburgh, Allegheny County.

13. To transport, as a Class A carrier, property, over the following route:
(formerly A.33343, F. 8)

Between the City of Pittsburgh, Allegheny County, and the City of Washington, Washington County, via Hendersonville, Canonsburg, Houston and Meadowlands.

14. To transport, as a Class A carrier, property between the City of Pittsburgh, Allegheny County, and the Village of Richfol, Washington County, over the following route: (formerly A.33343, F. 8)

Beginning at 25th and Penn Avenues in the City of Pittsburgh, thence via Tenth Street, William Penn Way, Sixth Street, Liberty Bridge, Liberty Tubes, West Liberty Avenue, Washington Road to Highway Route 19, thence via Highway Route 19 through Brookside Farms to the Village of Lawrence, Washington County, thence via Donaldson Crossroads to Highway Route 519, thence via the Borough of Canonsburg, and the Villages of Houston and Meadowlands, Washington County, to the Village of Richfol, Washington County, including intermediate points;

and an alternate route:

Beginning at 25th and Penn Avenues in the City of Pittsburgh, Allegheny County, thence via Point Bridge to West Carson Street, West End Traffic Signal, South Main Street, Mansfield Avenue, Crafton Boulevard and Noblestown Road to the Borough of Carnegie, Allegheny County, thence via Highway Route 519 to the Village of Hendersonville, Washington County, thence through the Borough of Canonsburg and the Villages of Houston and Meadowlands to the Village of Richfol, including intermediate points.

15. To transport, as a Class D carrier, property, from municipalities located immediately on both sides of the Ohio River from Pittsburgh to the dividing line between Allegheny and Beaver Counties on both sides of the Monongahela River from Pittsburgh to the dividing line between Allegheny and Washington Counties, and on the west side of the Allegheny River from Pittsburgh to the dividing line between Allegheny and Butler Counties, and on the east side of the Allegheny River from Pittsburgh to the dividing line between Allegheny and Westmoreland Counties, to points on the following route: (formerly A.33343, F. 8)

Between the City of Pittsburgh, Allegheny County and the City of Washington, Washington County, via Hendersonville, Canonsburg, Houston, and Meadowlands and vice versa;

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with right No. 15 above subject to the following condition:

That the applicant's trucks in furnishing the above authorized transportation shall be limited to the highways included in the authorized routes except in the County of Allegheny.

16. To transport, as a Class D carrier, food commodities for the Bureau of Public Assistance of the Commonwealth of Pennsylvania, from the City of Pittsburgh, Allegheny County, to points in the Counties of Allegheny, Armstrong, Beaver, Butler, Fayette, Greene, Lawrence, Mercer, Washington and Westmoreland. (formerly A.33343, F. 9)
17. To transport, as a Class D carrier, bakery products for the Colonial Biscuit Company, from the City of Pittsburgh, Allegheny County, to points within an air-line distance of seventy-five (75) statute miles of the City-County Building in the said city and vice versa. (formerly A.33343, F. 10)
18. To transport, as a Class A carrier, property between the Cities of Pittsburgh and Clairton, Allegheny County, via Boulevard of Allies, over the Twenty-Second Street Bridge to the South Side; thence by Carson Street and Boulevard through Hays, Lincoln Place and Dravosburg to Clairton and between Clairton, Elizabeth and West Elizabeth, via the Clairton and Elizabeth Road. (formerly A.33343, F.12)
19. To transport, as a Class D carrier, property between the Cities of Pittsburgh and Clairton, Allegheny County, including intermediate points, via the Liberty Tubes, the Saw Mill Run Boulevard, Overbrook, Pleasant Hills and Large; and the right to consolidate and render through service, or to use it as an alternate route with its certificated route between said cities, via the Boulevard of the Allies, Twenty-Second Street Bridge, South Side, Carson Street, the Boulevard through Hays, Lincoln Place, Dravosburg, Elizabeth and West Elizabeth. (formerly A.33343, F. 13)
20. To transport, as a Class B carrier, property between points in the City of Jeannette, Westmoreland County, and within five (5) miles by the usually traveled highways of the limits of said city. (formerly A.33343, F. 13)
21. To transport, as a Class C carrier, property from points in the City of Jeannette, Washington County, and within five (5) miles by the usually traveled highways of the limits of said city to points within fifteen (15) miles by the usually traveled highways of the limits of said city. (formerly A.33343, F. 13)
22. To transport, as a Class D carrier, beer for the Fort Pitt Brewing Company (previously operated as the Victory Brewing Company) from the City of Jeannette, Westmoreland County, to points in Pennsylvania within one hundred (100) miles by the usually traveled highways of the limits of said city and the return of empty containers to the said city. (formerly A.33343, F. 13)
23. To transport, as a Class D carrier, rubber products, tires, glass, glass products, kitchen utensils, power accessories, electric shades, toys, brewing

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supplies, and raw materials used in the manufacture of said commodities, from points in the City of Jeannette, Westmoreland County, to points in the City of Pittsburgh, Allegheny County, and vice versa. (formerly A.33343, F. 13)

24. To interchange shipments of rubber products, tires, glass, glass products, kitchen utensils, power accessories, electric shades, toys, brewing supplies, and raw materials used in the manufacture of said commodities, with Class A and Class D certificated carriers operating over regular routes, at the certificate holder's terminals in the Cities of Pittsburgh, Allegheny County, and Jeannette, Westmoreland County, subject to the provisions of Pa. Code Title 52, §31.22 governing Class A carriers. (formerly A.33343, F. 13)
25. To transport, as a Class D carrier, property from the City of Jeannette, Westmoreland County, and points within fifteen (15) miles by the usually traveled highways of the limits of the said city, and from the Boroughs of Latrobe, Derry, Ligonier, Mount Pleasant, and Youngwood, Westmoreland County, to points in the County of Allegheny, and vice versa; with the right to interchange shipments with Class A carriers and with Class D carriers operating over regular routes at the certificate holder's terminals in the Cities of Pittsburgh, Allegheny County, and Jeannette, Westmoreland County, subject to the provisions of Pa. Code Title 52, §31.22 governing Class A carriers; (formerly A.33343, F. 13)

with right No. 25 above subject to the following condition:

That no right, power or privilege is granted to transport property between points, both of which are located in the County of Allegheny, except as authorized in Paragraphs 20 through 24 above;

with rights Nos. 20, 21, 22, 23, 24 and 25 subject to the following conditions:

FIRST: That no right, power or privilege is granted to transport household goods in use.

SECOND: That no right, power or privilege is granted to transport beer except during such times as the certificate holder holds a permit from the Liquor Control Board or other governmental authority from which such permits will be required.

26. To transport, as a Class A carrier, property, excluding household goods and related articles, over the following routes: formerly A.33343, F. 15)

Between Pittsburgh, Allegheny County, and Butler, Butler County, via Etna, Talley Cavey, Bakerstown, and Cooperstown, over Highway Route 8, and also via Etna, Bakerstown, Highway Route 855, Valencia, Mars, Evans City and Conoquennessing, over Highway Routes 68 and 8, (Three Degree Road and other connecting roads).

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Between Beaver Falls, Beaver County, and Butler, Butler County, via New Brighton, Zelienople, Harmony and Evans City, over and along Highway Route 68.

Between New-Castle, Lawrence County, and Butler, Butler County, via Highway Route 422.

27. To transport, as a Class D carrier, property from municipalities located immediately on both sides of the Ohio River from Pittsburgh, to the dividing line between Allegheny and Beaver Counties, on both sides of the Monongahela River from Pittsburgh to the dividing line between Allegheny and Washington Counties, and on west side of Allegheny River from Pittsburgh to the dividing line between Allegheny and Butler Counties and on the east side of the Allegheny River from Pittsburgh to the dividing line between Allegheny and Westmoreland Counties to points on the above described routes between the City of Butler and the City of Pittsburgh, Allegheny County, and vice versa; (formerly A.33343, F. 15)

with rights Nos. 26 and 27 subject to the following condition:

That the applicant's trucks in furnishing the above authorized transportation shall be limited to the highways included in the authorized routes except in the County of Allegheny.

28. To transport, as a Class A carrier, property between the City of Pittsburgh, Allegheny County, and the Borough of Beaver Falls, Beaver County, over the following route: (formerly A.33343, F. 17)

Beginning at 600 West Lacock Street, N. S. Pittsburgh; thence following route of the old Lincoln Highway through the Boroughs of Ambridge, Baden, Conway, Freedom, Rochester, Monaca, Beaver and New Brighton to the terminus of the company in Beaver Falls.

and over the following spur route;

Beginning at the Borough of Beaver, thence via Highway Route No. 68 to Midland and return.

29. To transport, as a Class D carrier, property from municipalities located immediately on both sides of the Ohio River from Pittsburgh to the dividing line between Allegheny and Beaver Counties, on both sides of the Monongahela River from Pittsburgh to the dividing line between Allegheny and Washington Counties, and on the west side of the Allegheny River from Pittsburgh to the dividing line between Allegheny and Butler Counties, and on the east side of the Allegheny River from Pittsburgh to the dividing line between Allegheny and Westmoreland Counties, to points on the route and spur route in right No. 28 above between the City of Pittsburgh and the Borough of Beaver Falls, Beaver County; (formerly A.33343, F. 17)

with rights Nos. 28 and 29 above subject to the following condition:

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That the certificate holder's trucks in furnishing the above authorized transportation shall be limited to the highways included in the authorized route, except in the County of Allegheny.

30. To transport, as a Class A carrier, property over the following spur routes between the Borough of Monaca and the Village of Kobuta, Beaver County, over the following route; (formerly A.33343, F. 17)

Beginning in the Borough of Monaca, Beaver County, thence via Highway Route 18 to the Village of Kobuta, Beaver County, and return;

with right No. 30 above subject to the following conditions:

FIRST: That no right, power or privilege is granted to transport property requiring special equipment to load, unload or transport.

SECOND: That no right, power or privilege is granted to transport commodities in bulk in tank vehicles.

31. To transport, as a Class D carrier, property for the Mackintosh Hemphill Company from the Borough of Midland, Beaver County, to Allenport, Washington County, Monessen, Westmoreland County, Butler, Butler County, Ellwood City and New Castle, Lawrence County, and Sharon, Mercer County, in LTL quantities, and vice versa. (formerly A.33343, F. 18)

32. To transport, as a Class A carrier, property, between Pittsburgh and New Castle, via Millvale, Babcock Boulevard and Keown, thence over Highway Route 19, via Wexford, Warrendale and Zelienople, thence via Highway Route 288 to Ellwood City, thence via Highway Route 88 to New Castle; between Beaver Falls and New Castle via Highway Route 18 and via Highway Route 351 between Koppel and Ellwood City. (formerly A.33343, F. 19)

33. To transport, as a Class D carrier, property from municipalities located immediately on both sides of the Ohio River from Pittsburgh to the dividing line between Allegheny and Beaver Counties, on both sides of the Monongahela River from Pittsburgh to the dividing line between Allegheny and Washington Counties, and on the west side of the Allegheny River from Pittsburgh to the dividing line between Allegheny and Butler Counties, and on the east side of the Allegheny River from Pittsburgh to the dividing line between Allegheny and Westmoreland Counties, to points on the said Pittsburgh-New Castle Route as described in right No. 32 above, and vice versa; (formerly A.33343, F. 19)

Alternate Route between Pittsburgh and Beaver Falls via Ohio River Boulevard; provided, however, that no right, power or privilege is granted to transport property to or from Pittsburgh and Beaver Falls and intermediate points between said places.

34. To transport, as a Class D carrier, property, excluding household goods, in use, from the Ellwood Foundry and Machine Company in the Borough of Ellwood City,

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Lawrence County, and the Shenango Pottery Company at New Castle, Lawrence County, to the City of Pittsburgh, Allegheny County, for further transportation by rail. (formerly A.33343, F. 19)

35. To transport, as a Class B carrier, property between points in the City of New Castle and the Townships of Taylor, Hickory, Neshannock, Union, Shenango and North Beaver, Lawrence County. (formerly A.33343, F. 19)
36. To transport, as a Class C carrier, property from points in the City of New Castle and the Townships of Taylor, Hickory, Neshannock, Union, Shenango and North Beaver, Lawrence County, to other points in the Counties of Mercer, Lawrence and Beaver, and the western part of the county of Butler extending as far east as the City of Butler, excluding the said city. (formerly A.33343, F.19)
37. To transport, as a Class D carrier, household goods, in use, and baggage from points in the City of New Castle and the Townships of Taylor, Hickory, Neshannock, Union, Shenango and North Beaver, Lawrence County, to other points in Pennsylvania. (formerly A.33343, F. 19)
38. To transport, as a Class D carrier, property from points in the County of Allegheny to points on the following routes, and vice versa: (formerly A.33343, F. 19)

Beginning in the City of Pittsburgh, Allegheny County, thence via Millvale, Babcock Boulevard and Keown, thence over Highway Route 19, via Wexford, Warrendale and Zelienople, thence via Highway Route 288 to Ellwood City, thence via Highway Route 88 to New Castle, between Beaver Falls and New Castle via Highway Route 18 and between Koppel and Ellwood City via Highway Route 351; and to the Boroughs of Valencia, Mars, Evansburg and Harmony, Butler County, and vice versa;

with right No. 38 above to be subject to the following conditions:

FIRST: That no right, power or privilege is granted to transport property from points in Allegheny County to points on the above-described routes located in Allegheny County.

SECOND: That no right, power or privilege is granted to transport property requiring the use of carryalls, winch trucks or tractors and/or pole trailers.

with rights Nos. 32 through 38 subject to the following conditions:

FIRST: That the rights, powers and privileges hereby granted include the right to serve Ingomar, Warrendale, Wexford, Evans City, Harmony and other stations on the former route of the Pittsburgh, Harmony, Butler and New Castle Railway Company and of the Pittsburgh, Mars and Butler Railway Company, near the main highways hereinbefore described, together with the right to pick up and deliver along these routes and within the terminal cities, except as otherwise prohibited.

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SECOND: That no rights, power or privilege is granted to transport freight, express or merchandise on any trip or trips in either direction locally between the City of Pittsburgh and Borough of Millvale.

THIRD: That no right, power or privilege is granted to render local service in the City of Pittsburgh.

39. To transport, as a Class A carrier, property over an alternate route between the intersection of Highway Route 19 and Interstate Highway 79 near the Borough of Zelienople, Butler County, and the City of New Castle, Lawrence County, via Interstate Highway 79 to its intersection with Highway Route 488, thence via Highway Route 488 to its intersection with Highway Route 19 at the Borough of Portersville, Butler County, thence via Highway Route 19 to its intersection with Highway Route 422, thence via Highway Route 422 to the City of New Castle, Lawrence County. (formerly A.33343, F. 19)
40. To transport, as a Class A carrier, property over an alternate route between the intersection of Highway Route 19 and Interstate Highway 79 near the Borough of Zelienople, Butler County, and the City of New Castle, Lawrence County, via Interstate Highway 79 to its intersection with Highway Route 422, thence via Highway Route 422 to the City of New Castle, Lawrence County. (formerly A.33343, F. 19)
41. To transport, as a Class D carrier, property between points in the Borough of Portersville, Butler County, and from points in the said borough to points in the Counties of Allegheny, Beaver, Butler and Washington, and vice versa; and from points in the said borough to other points in Pennsylvania, and vice versa, by interchange with Class A and Class D carriers at points in the County of Allegheny; excluding the transportation of commodities in bulk in dump vehicles, tank vehicles or in hopper-type vehicles and commodities which because of size or weight require special equipment such as winch trucks or tractors, pole trailers, carryalls and extendible trailers. (formerly A.33343, F. 19)
42. To transport, as a Class D carrier, property (excluding property in bulk and household goods in use) between points in the Counties of Greene, Fayette, Washington and Westmoreland, and from points in said counties to points in the Counties of Beaver, Butler and Lawrence, and vice versa; restricted against any transportation to, from or between points in Allegheny County, except as presently authorized, and to interchange property (excluding property in bulk and household goods in use) with other Class A and Class D carriers who are authorized to interchange traffic, in the City of Pittsburgh, Allegheny County, restricted to traffic moving to or from points in the Counties of Mercer, Greene, Fayette, Washington and Westmoreland. (formerly A.33343, F. 19)

with right No 42 above subject to the following conditions:

FIRST: That no right, power or privilege is granted to transport shipments of iron and steel, iron and steel products, and materials, supplies and equipment used or useful in the manufacture thereof which weigh more

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than 1500 pounds and which move to or from steel mills, steel warehouses, steel fabricating plants, machine shops and foundries, except as presently authorized.

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

THIRD: That no right, power or privilege is granted to interchange property moving to or from points in Fayette County, except those presently authorized.

FOURTH: That no right, power or privilege is granted to interchange any traffic with any other carrier moving to or from the facilities of the Latrobe Electric Steel Company, American Locomotive Company, Latrobe Foundry Machine & Supply Company, all in Latrobe, Westmoreland County.

FIFTH: That no right, power or privilege is granted to transport property from points in Mercer County to points in the Counties of Greene, Fayette, Washington, Westmoreland, Allegheny, Beaver, Butler and Lawrence, and vice versa.

SIXTH: That no right, power or privilege is granted to provide service to or from Allegheny Ludlum Steel Corporation in the Borough of West Leechburg, General Refractories Company in the Village of Salina, General Steel Industries, Inc., National Roll Division in the Borough of Avonmore, United Engineering and Foundry Company (presently known as Wean United, Inc.) in the Borough of Vandergrift, United States Steel Corporation in the Borough of Vandergrift, Lumus Chemical Company in the City of New Kensington and Reynolds Manufacturing Company in the Borough of Avonmore, all in Westmoreland County; and Allegheny Brick Company in the Township of East Deer, Allegheny County; Pittsburgh Metals Purifying, Division of the Susquehanna Corporation and the Ingot Aid Division of The Susquehanna Corporation in the City of New Castle, Lawrence County, and the Township of Clinton, Butler County; Allegheny Minerals Corp., in the Township of Mercer, Butler County; Treesdale Laboratories, Division of Susquehanna Corporation in the Borough of Bellevue, Allegheny County; Monongahela Concrete Products Co in the City of Monongahela, Washington County; General Chemical Division of Allied Chemical and Dye Corp. at the Village of Newell, Fayette County; except as applicant is presently authorized to serve the above-named companies.

43. To transport, as a Class D carrier, property for Union Electric Steel Corp. from its plant in the Township of Smith, Washington County, to points in the Counties of Allegheny Beaver, Butler, Lawrence and Washington, and vice versa; and from the plant of Union Electric Steel Corp. in the said township to other points in Pennsylvania, and vice versa, by interchange with Class A and D carriers at points in the County of Allegheny; excluding the transportation of commodities in bulk in tank or hopper-type vehicles. (formerly A.35543, F. 20)

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To transport, as a Class D carrier, products of the Washington Sales Corporation from its plant in the Village of Norvelt, Westmoreland County, to points in the City of Greensburg, Westmoreland County;

To transport, as a Class D carrier, express from the City of Greensburg to the plant of the Washington Sales Corporation at Norvelt, Westmoreland County;

To transport, as a Class D carrier, property for department stores and mercantile houses (excluding Sears, Roebuck and Company, Greensburg Primary Dealer and Vegetation Control Service Company) between points in the City of Greensburg and the Borough of South Greensburg, Westmoreland County, and from points in the said city and borough to points within ninety-five (95) miles by the usually traveled highways of the limits of the said city and borough and vice versa, excluding the City of Pittsburgh, Allegheny County;

To transport, as a Class B carrier, property between points in the City of Jeannette, Westmoreland County;

To transport, as a Class D carrier, property from points in the City of Jeannette, Westmoreland County, to points in the County of Westmoreland within fifteen (15) miles by the usually traveled highways of the limits of said city, and vice versa;

To transport, as a Class D carrier, property from points in the City of Jeannette, Westmoreland County, to points in the Borough of Leechburg, Armstrong County, and vice versa;

To transport, as a Class D carrier, fertilizer and building supplies between points in the City of Jeannette, Westmoreland County, and within five (5) miles by the usually traveled highways of the limits of said city;

To transport, as a Class D carrier, rubber products, tires, glass and glass products, kitchen utensils, power accessories, electric shades, toys, brewing supplies, and raw materials used in the manufacture of said commodities, from points in the City of Jeannette, Westmoreland County, to points in the City of Pittsburgh, Allegheny County, and vice versa.

To transport, as a Class D carrier, freight and merchandise for Walworth & Company from points in the Borough of South Greensburg, Westmoreland County, to points in the City of Pittsburgh, Allegheny County, with the right to interchange with Class A and Class D carriers operating over regular routes at the City of Pittsburgh, subject to the provisions of General Order No. 29;

To transport, as a Class D carrier, beer from points in the Cities of Jeannette and Greensburg, Westmoreland County, to points within one hundred (100) miles by the usually traveled highways of the limits of said cities, and the return of empty containers on the return trips;

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To transport, as a Class D carrier, property in emergencies for the Elliot Company between its plants in the City of Jeannette, Westmoreland County, and the Borough of Ridgway, Elk County, and from the said plants to points within one hundred (100) miles by the usually traveled highways of the point of origin and vice versa;

To interchange shipments of rubber products, tires, glass and glass products, kitchen utensils, power accessories, electric shades, toys, brewing supplies, and raw materials used in the manufacture of said commodities, with Class A and Class D carriers operating over the regular routes in the Cities of Jeannette, Westmoreland County and Pittsburgh, Allegheny County, subject to Rule 202 of General Order No. 29, covering Class A carriers;

The right immediately preceding subject to the following condition:

That no right, power or privilege is granted to transport property requiring the use of special equipment such as carryalls, winch trucks, winch tractors or pole trailers.

To transport, as a Class A carrier, property between points in the following territory previously served by the West Penn Railways Company, Penn Transit Company, and other carriers having the right to render pick up and delivery service for said companies, via the following routes:

Between the City of Pittsburgh, Allegheny County, and the Borough of Fairchance, Fayette County, via Highway Route 30 to the intersection of Highway Route 981, thence via Highway Route 981 to the Borough of Latrobe, Westmoreland County, thence returning via Highway Route 981 to the Village of Pleasant Unity, Westmoreland County, and thence by Highway Route 819 to the Borough of Scottdale, Westmoreland County, and Highway Route 119 to the Borough of Fairchance;

and the following alternate route:

Between the City of Greensburg, Westmoreland County, and the Borough of Scottdale, via Highway Route 119 or Highway Route 819;

and the following spur routes:

Beginning in the Borough of Irwin, Westmoreland County, thence via the Village of Rillton, the Village of Herminie and the Borough of Arona, Westmoreland County, to Highway Route 30 and vice versa;

Between the City of Jeannette and the Village of Harrison City, Westmoreland County;

Between the City of Jeannette and the Village of Claridge, Westmoreland County;

Between the Borough of Latrobe and the Borough of Derry, Westmoreland County;

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also the following off-route points which are located within three (3) miles on either side of the above described routes:

Irwin Zone - Larimer, Aradra, Cavettsville, Trafford, Edna Numbers 1 and 2, Hahntown, Yukon, North Irwin, Penglyn, Shawtown, Sheridan, Terrace, County Playground, Westmoreland City, Manor, Manor Heights, Straw Pump, Adamsburg, Jacktown, Circleville, Claridge, Rillton, Shafton, Cereal, Herminie Numbers 1 and 2, Harrison City, Stewardsville, Madison, Arona;

Jeannette Zone - Oakford Park, Penn Station, Penn, Fort Pitt, Arlington, Oakford, Carbonworks, Grapeville, Lincoln Heights, Pleasant Valley;

Greensburg Zone - Youngwood, Armbrust, Country Club, South Greensburg, Haydenville, Country Home, Ludwick, Southwest Greensburg;

Latrobe Zone - Youngstown, Baggaley, Kingston, Musick Store, Dorothy, Loyalhanna, Derry, Bradenville, Saint Vincent, Beatty, Oakville, Pandora, McChesneytown, Whitney;

Mt. Pleasant Zone - Hecla Junction, Trout's Crossing, Standard Shaft, Bridgeport, Hurst High School, Hecla, Carpentertown, Middle Churches, Mannondville, Morewood, Central Tarr, Ruffsdale, Laurelville;

Scottdale Zone - Iron Bridge, Everson, North Scottdale, West Overton, Pritts-town, Keiferstown, Owensdale, Browntown, Alverton, Donnelly, Hawkeye, Kingview;

Connellsville Zone - Pennsville, Murphy Siding, Moyer, Coalbrook, Whistel Park, Poplar Grove, Davidson, Broadford, Liberty, Vanderbilt, Dawson, Dickerson Run, South Connellsville, Trotter, Leisenring Number 1, Braham's Crossing, Leisenring Number 3, Wheeler, Morrell, Dunbar;

Uniontown Zone - Mt. Braddock, Shady Grove, Percy, Youngstown, Bethelboro, Gaddis Crossing, Lemont, Coolspring, Walnut Hill, Keisterville, Upper Middletown, Crossland, Bittner, Leisenring Number 2, Bute, Philips, Oliver Numbers 1, 2, and 3, Continental Numbers 1, 2, and 3, Leith, Hopwood, Brownfield, Oliphant, Wynn, Kyle, Fairchance, Shamrock, Revere, Footedale Numbers 1 and 2, New Salem, Buffington, Fairbanks, Filbert, Searights, Brownsville Junction;

excluding the transportation of property from the City of Pittsburgh, Allegheny County, to the Borough of Scottdale, Westmoreland County, the Cities of Connellsville, Uniontown and the Borough of Fairchance, Fayette County, and points in the Scottdale, Connellsville and Uniontown Zones, as above set forth, and vice versa;

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

FIRST: That no right, power or privilege is granted to render service from any point in the above described zones to another point in the same zone, unless either the point of origin or the point of destination of the shipment is a point at which a freight station of the West Penn Railways Company was formerly located.

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SECOND: That no right, power or privilege is hereby granted to provide local pick up and delivery service in the Borough of Scottdale, Westmoreland County, the Cities of Connellsville and Uniontown and the Borough of Fairchance, Fayette County, and in the Scottdale, Uniontown and Connellsville Zones; nor to transport property between any 2 points on the aforesaid route situate between the Boroughs of Scottdale, Westmoreland County, and Fairchance, Fayette County, and/or points in the Scottdale, Connellsville and Uniontown Zones, and vice versa.

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To transport, as a Class D carrier, rubber products, tires, glass and glass products, kitchen utensils, power accessories, electric shades, toys, brewing supplies, and raw materials used in the manufacture of said commodities, from points in the City of Jeannette, Westmoreland County, to points in the County of Allegheny, and vice versa.

To transport, as a Class D carrier, freight and merchandise for Walworth & Company from points in the Borough of South Greensburg, Westmoreland County, to points in the County of Allegheny with the right to interchange with Class A and Class D carriers operating over regular routes at the City of Pittsburgh, subject to the provisions of General Order No. 29.

To transport, as a Class D carrier, property from points in the County of Allegheny to points on the following routes and to points in the following area, and vice versa:

Between the City of Pittsburgh, Allegheny County, and the Borough of Fairchance, Fayette County, via Highway Route 30 to the intersection of Highway Route 981, thence via Highway Route 981 to the Borough of Latrobe, Westmoreland County, thence returning via Highway Route 981 to the Village of Pleasant Unity, Westmoreland County, and thence by Highway Route 819 to the Borough of Scottdale, Westmoreland County, and Highway Route 119 to the Borough of Fairchance;

and the following alternate route:

Between the City of Greensburg, Westmoreland County, and the Borough of Scottdale, via Highway Route 119 or Highway Route 819;

and the following spur routes:

Beginning in the Borough of Irwin, Westmoreland County, thence via the Village of Rillton, the Village of Herminie and the Borough of Arona, Westmoreland County, to Highway Route 30, and vice versa.

Between the City of Jeannette and the Village of Harrison City, Westmoreland County.

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Between the City of Jeannette and the Village of Claridge, Westmoreland County.

Between the Borough of Latrobe and the Borough of Derry, Westmoreland County;

also the following off-route points which are located within 3 miles on either side of the above described routes:

Irwin Zone - Larimer, Ardara, Cavettsville, Trafford, Edna Nos. 1 and 2, Hahntown, Yukon, North Irwin, Penglyn, Shawtown, Sheridan, Terrace, County Playground, Westmoreland City, Manor, Manor Heights, Straw Pump, Adamsburg, Jacktown, Circleville, Claridge, Rillton, Shafton, Cereal, Herminie Nos. 1 and 2, Harrison City, Stewartsville, Madison and Arona.

Jeannette Zone - Oakford Park, Penn Station, Penn, Fort Pitt, Arlington, Oakford, Carbonworks, Grapeville, Lincoln Heights and Pleasant Valley.

Greensburg Zone - Youngwood, Ambrust, County Club, South Greensburg, Haydenville, County Home, Ludwick, and Southwest Greensburg.

Latrobe Zone - Youngstown, Baggaley, Kingston, Musick Store, Dorothy, Loyalhanny, Derry, Bradenville, Saint Vincent, Beatty, Oakville, Pandora, McChesneytown and Whitney.

Mt. Pleasant Zone - Hecla Junction, Trout's Crossing, Standard Shaft, Bridgeport, Hurst High School, Hecla, Carpentertown, Middle Churches, Hammondville, Morewood, Central Tarr, Ruffsdale and Laurelville;

the right immediately above subject to the following conditions:

That no right, power or privilege is granted to render service to or from the City of Pittsburgh, except as presently authorized.

That no right, power or privilege is granted to render service from points in the County of Allegheny to points in the Borough of Scottdale, Westmoreland County, the Cities of Connellsville and Uniontown, and the Borough of Fairchance, Fayette County, or vice versa;

and all the rights herein granted subject to the following conditions:

That no right, power or privilege is granted to transport property which because of its size or weight requires the use of special equipment such as carryalls, winch trucks, winch trailers or pole trailers.

All subject to the following conditions:

FIRST: That no right, power or privilege is granted to render service between points in the County of Allegheny, or between points within an airline distance of fifteen (15) statute miles of the City-County Building in the City of Pittsburgh, Allegheny County.

SECOND: That no right, power or privilege is granted to transport food commodities for the Bureau of Public Assistance of the Commonwealth of Pennsylvania, from the City of Pittsburgh, Allegheny County, to points in the Counties of Allegheny, Armstrong, Butler and Westmoreland.

THIRD: That no right, power or privilege is granted to provide service to or from Allegheny Ludlum Steel Corporation; A. P. Green Firebrick Company; Butler Refractories Company; Schenley Distributors, Inc. and affiliated companies; Joseph S. Finch Company and Logansport Distilling Company and other affiliated companies; Jones & Laughlin Steel Corporation; Crucible, Inc., a Division of Colt Industries; St. Joe Zinc Company; All Metals, Inc. and Charles Bluestone Company; and United States Steel Corporation.

FOURTH: That no right, power or privilege is granted to transport any shipment weighing 25,000 pounds or more (a "shipment" being defined as a quantity of freight received from one consignor, at one location, at one origin point, on one day destined to one consignee, at one location, at one destination point), between points in the County of Butler, or from points in the County of Butler to points in Pennsylvania.

APPENDIX C

AUTHORITY TO BE RETAINED

BY

BREMAN'S EXPRESS, INC.

Folder 6

As a Class D carrier, building construction materials such as are usually transported in dump trucks, between points not to exceed a distance of fifteen (15) miles from point of origin to point of construction or disposal in the County of Clearfield:

To transport, as a Class D carrier, brick, structural tile, clay and clay products, bonding mortar and other refractories, materials and products used in the manufacture of brick, structural tiles, clay products and refractories and containers between points in the Borough of Clearfield, Clearfield County, and within twenty-five (25) miles of the limits thereof, and from points in said territory to points in Pennsylvania, and return of refused or damaged merchandise and containers;

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As a Class D carrier, building materials such as are usually transported in dump trucks between points in the Borough of Clearfield, Clearfield County, and within twenty-five (25) miles by the usually traveled highways of the limits of the said borough, provided no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of construction or disposal;

To transport, as a Class D carrier, brick, structural tile, clay and clay products, bonding mortar and other refractories, materials and products used in the manufacture of brick, structural tile, clay products and refractories and containers from plants of Harbison-Walker Refractories Company in the County of Clearfield to plants of said company in the Counties of Allegheny, Armstrong and Huntingdon, and vice versa;

To transport, as a Class D carrier, brick, structural tile, clay and clay products, bonding mortar and other refractories, materials and products used in the manufacture of brick, structural tile, clay products and refractories and containers from plants of General Refractories Company in the County of Clearfield to plants of said company in the Counties of Blair and Huntingdon, and vice versa;

To transport, as a Class D carrier, brick, structural tile, clay and clay products, bonding mortar and other refractories, materials and products used in the manufacture of brick, structural tile, clay products and refractories and containers from plants of North American Refractories Company in the County of Clearfield to plants of said company in the Counties of Berks, Clinton, Elk and Huntingdon, and vice versa.

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To transport, as a Class B carrier, property, excluding household goods in use, between points in the Borough of Curwensville, Clearfield County.

To transport, as a Class C carrier, property, excluding household goods in use, from points in the Borough of Curwensville, Clearfield County, to points within twenty-five (25) miles by the usually traveled highways of the limits of the said borough, and vice versa.

To transport, as a Class D carrier, lumber, lime, brick, clay products, coal, hides and beer from points in the Borough of Curwensville and the Township of Pike, Clearfield County, to points in Pennsylvania, and vice versa.

To transport, as a Class D carrier, firebrick, fire clay, clay, high temperature bonding mortar and cement, plastic firebrick, brickbats, palletized or otherwise, and pallets used in the transportation of same from the Borough of Lumber City and the Townships of Penn and Pike, Clearfield County, to points in Pennsylvania, and vice versa.

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To transport, as a Class D carrier, refractories, refractory products and commodities used or useful in the installation of refractories and refractory products; and those materials, equipment and supplies used in the production and distribution of refractories and refractory products, from the facilities of North American Refractories Co. in the county of Berks, to points in Pennsylvania, and vice versa.

Subject to the following conditions:

That no right, power or privilege is granted to transport sand in bulk from the facilities of Pennsylvania Glass Sand Corp. in the counties of Mifflin and Huntingdon.

That no right, power or privilege is granted to transport commodities in bulk, in dump vehicles, to or from the borough of Homestead, Allegheny County, and points within 50 miles of the limits thereof.

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To transport, as a Class D carrier, property from points in the Borough of Clymer, Indiana County, and within five (5) miles by the usually traveled highways of the limits of said borough to points within twenty-five (25) miles by the usually traveled highways of the limits of said borough, and vice versa.

To transport, as a Class D carrier, household goods and office equipment, in use, from points in the Borough of Clymer, Indiana County, and within twenty-five (25) miles by the usually traveled highways of the limits of said borough to points in Pennsylvania, and vice versa (except that no household goods or office equipment, in use, may be transported to and from points within the limits of White Township and the Borough of Indiana, Indiana County).

To transport, as a Class D carrier, brick and clay products from the plants of Hiram Swank's Sons, Inc., in the Borough of Clymer, Indiana County, the Borough of Irvona, Clearfield County, and the City of Johnstown, Cambria County, to points in Pennsylvania.

To transport, as a Class D carrier, brick and clay products for Hiram Swank's Sons, Inc., on emergency shipments from the City of Johnstown, Cambria County, to the Borough of Clymer, Indiana County, excluding intermediate points.

To transport, as a Class D carrier, lumber and building materials for W. E. Oakes Estate from the Borough of Clymer, Indiana County, to points within fifty (50) miles by the usually traveled highways of the limits of said borough, and vice versa.

To transport, as a Class D carrier, mine machinery for repair and/or replacement from points in the Borough of Clymer, Indiana County, and within five (5) miles by the usually traveled highways of the limits of said borough to points in the said borough and the City of Johnstown, Cambria County, and the Village of Benedict, Cambria County, and vice versa, provided that such transportation shall not exceed twelve (12) trips to each point in each calendar year and provided further that no mine machinery for repair and/or replacement may be transported to and from points within the limits of White Township and the Borough of Indiana, Indiana County.

Folder 10

1 To transport, as a Class D carrier, property between points in the Borough of Leechburg, Armstrong County, and within twelve (12) miles by the usually traveled highways of the limits of said borough. (formerly A.73834, F. 2)

2 To transport, as a Class D carrier, household goods in use from points in the Borough of Leechburg, Armstrong County, and within ten (10) miles by the usually traveled highways of the limits of said borough to other points in Pennsylvania, and vice versa. (formerly A.73834, F. 2)

3 To transport, as a Class D carrier, property from the Boroughs of Leechburg, Armstrong County, West Leechburg and Hyde Park, Westmoreland County, to the City of Pittsburgh, Allegheny County, and vice versa, excluding intermediate points. (formerly A.73834, F. 2)

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To transport, as a Class D carrier, property from points in the Boroughs of Apollo and North Apollo, Armstrong County, Vandergrift, East Vandergrift and Oklahoma, Westmoreland County, North Vandergrift and the Township of Parks, Armstrong County, to the City of Pittsburgh, Allegheny County, and vice versa, excluding intermediate points. (formerly A.73834, F. 2)

To transport, as a Class D carrier, property for the Allegheny Ludlum Steel Corporation between its plants located in the Borough of West Leechburg, Westmoreland County, and its plants located in the Borough of Brackenridge, Allegheny County, excluding intermediate points. (formerly A.73834, F. 2)

To transport, as a Class C carrier, property for the Allegheny Ludlum Steel Corporation from the Borough of West Leechburg, Westmoreland County, to points within one hundred (100) miles by the usually traveled highways of the limits of said borough. (formerly A.73834, F. 2)

To transport, as a Class C carrier, machinery in shipments not to exceed twenty thousand (20,000) pounds, for the Allegheny Ludlum Steel Corporation, from the Borough of Brackenridge, Allegheny County, to the plant of the said corporation in the Borough of West Leechburg, Westmoreland County, and in emergencies to points within one hundred (100) miles by the usually traveled highways of the limits of the plant in the Borough of Brackenridge, Allegheny County. (formerly A.73834, F. 2)

To transport, as a Class C carrier, property, excluding machinery (except as herein approved), contractors' equipment, structural and reinforcing steel and other property which requires the use of special built drop frame low bed trailers equipped with winches for the Allegheny Ludlum Steel Corporation from the Borough of Brackenridge, Allegheny County, to points within one hundred (100) miles by the usually traveled highways of the limits of said plant. (formerly A.73834, F. 2)

To transport, as a Class D carrier, property, between the Borough of Avonmore, and the Village of Salina, Bell Township, Westmoreland County, and the Borough of Saltsburg, Indiana County, and the Boroughs of Leechburg and Apollo, Armstrong County, and the right to consolidate said operation with the certificate holder's presently certificated routes between Pittsburgh, Leechburg, Vandergrift, and Apollo, and the right to render through service between Pittsburgh and Avonmore, Salina and Saltsburg; (formerly A.73834, F. 2)

Subject to the following condition:

That no right, power or privilege is granted to transport other than less-than truckload shipments from the Central Warehouse, Pittsburgh, to Avonmore, Salina and Saltsburg.

To transport, as a Class D carrier, property (excluding property which, because of size or weight, requires the use of special equipment such as carryalls, winch trucks, winch trailer or pole trailers) from points in the County of Allegheny to points in the Boroughs of Leechburg, Apollo, and North Apollo, the Village of

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North Vandergrift and the Township of Parks, Armstrong County, the Boroughs of West Leechburg, Hyde Park, Vandergrift, East Vandergrift, Oklahoma and Avonmore, and the Village of Salina, Bell Township, Westmoreland County, and the Borough of Saltsburg, Indiana County, and vice versa, excluding intermediate points; (formerly A.73834, F. 2, Am-A)

The right immediately above to be subject to the following condition:

That no right, power or privilege is granted to transport other than less-than truckload shipments from the Central Warehouse, Pittsburgh, to Avonmore, Salina and Saltsburg.

To transport, as a Class D carrier, property for A. P. Green Fire Brick Company, from its plant in the Borough of Tarentum, Allegheny County, to points in Pennsylvania, and vice versa. (formerly A.73834, F. 2)

To transport, as a Class D carrier, property, excluding household goods in use, between points in the Borough of Vandergrift, Westmoreland County, and within fifteen (15) miles by the usually traveled highways of the limits of said borough. (formerly A.73834, F. 2)

To transport, as a Class D carrier, shipments for the American Sheet and Tin Plate Company (now known as United States Steel Corporation) from points in the Borough of Vandergrift, Westmoreland County, to points in Pennsylvania within fifty (50) miles by the usually traveled highways of the limits of the said borough, and vice versa. (formerly A.73834, F. 2)

To transport, as a Class D carrier, iron and steel articles, wooden patterns, equipment and supplies for the United Engineering and Foundry Company from the Borough of Vandergrift, Westmoreland County, to points in Pennsylvania, and vice versa. (formerly A.73834, F. 2)

To transport, as a Class D carrier, refractory products consisting of high temperature bonding mortar, castables, gun mixes, tap hole mixes, grog, ladle pocket mixes, and hangers for the Butler Refractories Company from its plant in the Township of Penn Hills (formerly Penn Township), Allegheny County, to points within an airline distance of one hundred twenty-five (125) statute miles of said plant, and the return of refused, rejected or damaged merchandise. (formerly A.73834, F. 2)

To transport, as a Class D carrier, property for the Raychord Corporation from its plant in the Borough of Apollo, Armstrong County, to points within an airline distance of two hundred (200) statute miles of the said plant, and vice versa. (formerly A.73834, F. 2)

The right immediately above to be subject to the following conditions:

That no right, power or privilege is granted to transport property which, because of size or weight, requires the use of special equipment such as pole trailers, carryalls, winch trucks or tractors.

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That no right, power or privilege is granted to transport commodities in bulk in tank vehicles or in hopper-type vehicles.

To transport, as a Class D carrier, property for the Allegheny Ludlum Steel Corporation, Leechburg Supply Company and Leechburg Mining Company from points in the Borough of Leechburg, Armstrong County, and within an airline distance of ten (10) statute miles of the limits of said borough to points within an airline distance of one hundred (100) statute miles of the limits of said borough, and vice versa. (formerly A.73834, F. 2)

To transport, as a Class D carrier, property for the United States Steel Corporation and Apollo Industries, Inc., from points in the Borough of Leechburg, Armstrong County, and within ten (10) miles by the usually traveled highways of the limits of said borough to points within an airline distance of one hundred (100) statute miles of the limits of said borough, and vice versa. (formerly A.73834, F. 2)

To transport, as a Class C carrier, property for the General Refractories Company and General Steel Industries, Inc., National Roll Division, from their plants in the Village of Salina and the Borough of Avonmore, Westmoreland County, respectively, to points within an airline distance of one hundred (100) statute miles of said plants; (formerly A.73834, F. 2)

The three rights immediately above to be subject to the following conditions:

That no right, power or privilege is granted to transport other than less-than-truckload shipments from the Central Warehouse, Pittsburgh, to Avonmore and Salina.

That no right, power or privilege is granted to transport commodities in bulk in tank vehicles or in hopper-type vehicles.

To transport, as a Class D carrier, property, including alcoholic beverages, materials and supplies used in the manufacture of alcoholic beverages between the plants of Schenley Distributors, Inc., and affiliated companies in the Villages of Schenley, Aladdin and Logansport, Armstrong County, and its warehouse in the Borough of Cheswick, Allegheny County. (formerly A.73834, F. 3)

To transport, as a Class D carrier, alcoholic beverages, from plants and warehouses of Schenley Distributors, Inc., Joseph S. Finch Company, Logansport Distilling Company and other affiliated companies located in Allegheny and Armstrong Counties to points in Pennsylvania, and the return of damaged or refused merchandise. (formerly A.73834, F. 3)

To transport, as a Class D carrier, materials and supplies, used in the manufacture of alcoholic beverages from points in Pennsylvania to the plants and warehouses of Schenley Distributors, Inc., Joseph S. Finch Company, Logansport Distilling Company and other affiliated companies, located in the Counties of Armstrong and Allegheny, and the return of damaged or refused merchandise; (formerly A.73834, F. 3)

The two rights immediately above to be subject to the following condition:

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That no right, power or privilege is granted to transport property which is usually transported in carryall trucks, winch trucks, winch tractors and pole trailers, or commodities which require special equipment to load or unload from or to the vehicles.

2? To transport, as a Class D carrier, property excluding household goods in use, between points within an airline distance of fifteen (15) statute miles of the City-County Building in the City of Pittsburgh, Allegheny County.

Folder 10, Am-A

To transport, as a Class D carrier, property for General Refractories Company from its plant in the Village of Salina, Bell Township, Westmoreland County, to points in Pennsylvania, and vice versa;

Subject to the following conditions:

FIRST: That no right, power or privilege is granted to transport commodities in bulk in tank vehicles or in hopper-type vehicles.

SECOND: That no right, power or privilege is granted to render service to the plants of Bethlehem Steel Corporation in the City of Bethlehem, Lehigh and Northampton Counties.

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A.80581, Folder 10, Am-C /1/

To transport, as a Class D carrier, property, in less-than-truckload quantities, from the facilities of Berman's Express Company, located in the Borough of Monroeville, Allegheny County, to points in the counties of Allegheny, Armstrong, Beaver, Cambria, Centre, Clearfield, Fayette, Greene, Hamtingdon, Indiana, Washington and Westmoreland, and vice versa;

Subject to the following conditions:

- FIRST: That such transportation is restricted to shipments which have a prior or subsequent transportation by Transport Services Division of Dresser Industries, Inc., an Ohio corporation.
- SECOND: That no right, power or privilege is granted to transport property in bulk in tank or hopper-type vehicles.
- THIRD: That no right, power or privilege is granted to transport household goods.

/1/ Reissued from Supplement No. 1, effective July 10, 1979.

/5/ Reissued from Supplement No. 5, effective July 11, 1980.

OPERATING AUTHORITY

A. 80581, Folder 10, Am-D /2/

To transport, as a Class D carrier, iron and steel, iron and steel articles, and products and materials, supplies and equipment used or useful in the manufacture, assembly and distribution of iron and steel and iron and steel articles and products, from the facilities of Jones & Laughlin Steel Corporation, located in the borough of Aliquippa, Beaver County, and in the city of Pittsburgh, Allegheny County, to points within an airline distance of one hundred fifty (150) statute miles of the City-County Building located in the city of Pittsburgh, Allegheny County, and vice versa;

Subject to the following conditions:

1. That no right, power or privilege is granted to transport commodities in bulk, in dump, tank or hopper-type vehicles.
2. That no right, power or privilege is granted to transport commodities which, because of size or weight, require special handling or the use of special equipment such as winch trucks or tractors, pole or extendible trailers, or carryalls, or which require a permit from the Pennsylvania Department of Transportation for their transportation.
3. That no right, power or privilege is granted to transport limestone and limestone products from points in York County.
4. That no right, power or privilege is granted to transport property to and from Standard Steel Works, Division of Baldwin Locomotive Works, located in the borough of Burnham, Mifflin County; New Holland Machine Company and New Holland Machine Division of Sperry-Rand Corporation, located in the village of Belleville, Mifflin County; and Overhead Door Company and Modern Door, Inc., located in the borough of Lewistown, Mifflin County.
5. That no right, power or privilege is granted to transport pipe, to and from points located in the counties of McKean, Potter and Warren.
6. That no right, power or privilege is granted to transport limestone, limestone products and quarry products, to or from quarries, mines and related facilities located in the county of Centre, except as presently authorized.
7. That no right, power or privilege is granted to transport refractories, refractory products, and materials and supplies used in the production and installation thereof, from and to points in Armstrong County, except as presently authorized.

/2/ Reissued from Supplement No. 2, effective April 3, 1980.

OPERATING AUTHORITY

A.80581, Folder 10, Am-E /2/

To transport, as a Class D carrier, iron and steel, iron and steel articles, and products and materials, supplies and equipment used or useful in the production, assembly and distribution of iron and steel and iron and steel articles and products, from the facilities of Crucible, Inc., a Division of Colt Industries, located in the borough of Midland, Beaver County, to points located within an airline distance of one hundred and fifty (150) statute miles of the limits of said borough, and vice versa;

Subject to the following conditions:

1. That no right, power or privilege is granted to transport commodities in bulk, in dump vehicles.
2. That no right, power or privilege is granted to transport commodities which, because of size or weight, require special handling or the use of special equipment such as winch trucks or tractors, pole or extendible trailers, or carryalls, or which require a permit from the Pennsylvania Department of Transportation for their transportation.
3. That no right, power or privilege is granted to transport pipe, to and from points located in McKean, Potter and Warren Counties.
4. That no right, power or privilege is granted to transport limestone and limestone products from points in York County.
5. That no right, power or privilege is granted to transport property to and from Standard Steel Works, Division of Baldwin Locomotive Works, located in the borough of Burnham, Mifflin County; New Holland Machine Company and New Holland Machine Division of Sperry-Rand Corporation, located in the village of Belleville, Mifflin County; and Overhead Door Company and Modern Door, Inc., located in the borough of Lewistown, Mifflin County.

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/2/ Reissued from Supplement No. 2, effective April 3, 1980.

OPERATING AUTHORITY

A.80581, Folder 10, Am-F /4/

To transport, as a Class D common carrier, iron and steel, and iron and steel articles, from the facilities of National Materials Corporation, located in the cities of Arnold and New Kensington, Westmoreland County, to points in Pennsylvania, and vice versa;

Subject to the following restrictions:

1. That no right, power or privilege is granted to transport commodities in bulk, in dump, tank or hopper-type vehicles.
2. That no right, power or privilege is granted to transport commodities which, because of size or weight, require special handling or the use of special equipment such as winch trucks or tractors, pole or extendible trailers, or carryalls, or which require a permit from the Pennsylvania Department of Transportation for their transportation.

A.80581, Folder 10, Am-G /4/

To transport, as a Class D common carrier, refractories, refractory products and commodities used or useful in the installation of refractories and refractory products; and materials, equipment and supplies used in the production and distribution of refractories, refractory products, and commodities used or useful in the installation of refractories and refractory products, from the facilities of A. P. Green Refractories Co., located in the city and county of Philadelphia and the township of Porter, Clarion County, to points in Pennsylvania, and vice versa.

Subject to the following restriction: That no right, power or privilege is granted to transport commodities in bulk, in dump, tank or hopper-type vehicles.

A.80581, Folder 10, Am-H /4/

To transport, as a Class D common carrier, refractories, refractory products and commodities used or useful in the installation of refractories and refractory products; and materials, equipment and supplies used in the production and distribution of refractories, refractory products, and commodities used or useful in the installation of refractories and refractory products, from the facilities of Harbison-Walker Refractories, Division of Dresser Industries, Inc., located in the borough of Mt. Union, Huntingdon County, to points in Pennsylvania, and vice versa.

Subject to the following restriction: That no right, power or privilege is granted to transport commodities in bulk, in dump, tank or hopper-type vehicles.

/4/ Reissued from Supplement No. 4, effective July 15, 1980.

OPERATING AUTHORITY

A.80581, Folder 10, Am-I /4/

To transport, as a Class D common carrier, refractories, refractory products and commodities used or useful in the installation of refractories and refractory products; and materials, equipment and supplies used in the production and distribution of refractories, refractory products, and commodities used or useful in the installation of refractories and refractory products, from the facilities of Harbison-Walker Refractories, Division of Dresser Industries, Inc., located in the village of Templeton, Pine Township, Armstrong County, to points in Pennsylvania, and vice versa.

Subject to the following restriction: That no right, power or privilege is granted to transport commodities in bulk, in dump, tank or hopper-type vehicles.

A.80581, Folder 10, Am-J /5/

To transport, as a Class D common carrier by motor vehicles, property, for St. Joe Zinc Company, between points in Pennsylvania; provided that no right, power or privilege is granted to transport commodities in bulk, in dump, in tank or hopper-type vehicles.

A.80581, Folder 10, Am-K /6/

To transport, as a Class D carrier, property, for Cerro Metal Products, between points in the county of Centre, and from points in said county to other points in Pennsylvania, and vice versa;

Subject to the following conditions:

1. That no right, power or privilege is granted to transport commodities, in bulk, in dump, in tank or hopper-type vehicles.
2. That no right, power or privilege is granted to render transportation from the county of Centre to points in the counties of Bedford, Blair, Cambria, Franklin, Fulton, Huntingdon, Juniata, Mifflin, and Somerset, and vice versa.

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/4/ Reissued from Supplement No. 4, effective July 15, 1980.

/5/ Reissued from Supplement No. 5, effective August 21, 1980.

/6/ Reissued from Supplement No. 6, effective April 28, 1981.

OPERATING AUTHORITY

A.80581, Folder 10, Am-L (NEW) (Note 1)

transport, as a Class D carrier, property having a prior or subsequent move-
by Sherwin Williams Company trucks, from the facilities of Breman's Express
any, located in the counties of Allegheny and Clearfield, to points in
sylvania, and vice versa;

ect to the following conditions:

1. That no right, power or privilege is granted to transport
property, in bulk, in tank or hopper-type vehicles.
2. That no right, power or privilege is granted to transport
household goods.

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1 - Issued on 1 day's notice to become effective July 15, 1981, under
ity of Pa.Code, Title 52, Section 23.42.

POOR ORIGINAL

BREMAN'S EXPRESS COMPANY
OPERATING AUTHORITY

117A.80581, Folder 10, Am-N

To transport, as a Class D carrier, property between points in the County of Butler, and from points in the said county to points in Pennsylvania.

Subject to the following conditions:

1. That no right, power or privilege is granted to transport household goods in use.
2. That no right, power or privilege is granted to transport Class A and Class B explosives.
3. That no right, power or privilege is granted to transport commodities in bulk in dump, tank or hopper-type vehicles.
4. That no right, power or privilege is granted to transport commodities which because of unusual value are normally transported in armored vehicles; and monies, bullion, securities, currency, coins, checks, negotiable instruments and other documents, coin wrappers or containers, securities, books of account, statements, drafts, security interests and other valuables.
5. That no right, power or privilege is granted to transport commodities which because of size or weight, require special handling or the use of special equipment such as winch trucks or tractors, pole or extendible trailers or carryalls.
6. That no right, power or privilege is granted to transport any shipment weighing less than 25,000 pounds (a "shipment" being defined as a quantity of freight received from one consignor, at one location, at one origin point, on one day destined to one consignee, at one location, at one destination point).

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BREMAN'S EXPRESS COMPANY

OPERATING AUTHORITY

A.80581, Folder 10, Am-O

To transport, as a Class D carrier, iron and steel, iron and steel articles and products, and equipment, machinery, materials and supplies used or useful in the manufacturing, assembly, sale and distribution of iron and steel, iron and steel articles and products, from the Pennsylvania facilities of United States Steel Corporation, to points in Pennsylvania, and vice versa.

Subject to the following conditions:

That no right, power or privilege is granted to transport commodities in bulk, in dump vehicles.

That no right, power or privilege is granted to transport sand, in bulk in truckloads, from the Pennsylvania Glass Sand Corporation in the boroughs of Mapleton, Huntingdon County, and McVeytown, Mifflin County.

That no right, power or privilege is granted to transport limestone and limestone products, in bulk, in dump semi-trailers, tank and hopper vehicles and air-unloading bulk vehicles, from points in the county of York, and the return of damaged, refused or rejected shipments to the point of origin in said county.

That no right, power or privilege is granted to transport limestone or limestone products, in bags or other types of containers for the J. E. Baker Company for its plant in the township of West Manchester, York County, and for the Thomasville Stone and Lime Company, from its plant in the township of Jackson, York County, and the return of damaged, refused or rejected shipments to the point of origin in said counties.

That no right, power or privilege is granted to transport property which, because of size or weight, requires a special highway weight permit to be issued by the Pennsylvania Department of Transportation.

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EXHIBIT C-1

AMENDMENT TO AGREEMENT

DATED MAY 9, 1984

BETWEEN

BREMAN'S EXPRESS COMPANY (SELLER)

AND

PITTSBURGH-JOHNSTOWN-ALTOONA EXPRESS, INC. (PJAX)

AND

PITT-OHIO EXPRESS, INC. (PITT-OHIO)

EXECUTED ON

AUGUST 31, 1984

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AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT is made this 31st day of August, 1984 between BREMAN'S EXPRESS COMPANY, a Pennsylvania corporation and Debtor-In-Possession (SELLER), having an office in the Borough of Monroeville, Allegheny County, PA; PITTSBURGH-JOHNSTOWN-ALTOONA EXPRESS, INC. (PJAX), a Pennsylvania corporation having an office in the City of Pittsburgh, Allegheny County, PA; and PITT-OHIO EXPRESS, INC. (PITT-OHIO), a Pennsylvania corporation having an office in the City of Pittsburgh, Allegheny County, PA (the latter two corporations herein jointly referred to as "BUYERS").

I. PREMISES

A. SELLER and BUYERS entered into an agreement on May 9, 1984 (herein called "the agreement") whereby SELLER agreed to sell and BUYERS agreed to buy portions of SELLER's Pennsylvania intrastate motor carrier operating rights as issued by the Pennsylvania Public Utility Commission (PUC) at Docket No. A. 80581 and folders thereto.

B. Subsequent to the execution of the agreement, SELLER, which is the debtor-in-possession in a Chapter XI proceeding in Case No. 84-92 in the United States Bankruptcy Court for the Western District of Pennsylvania (herein referred to as "the Bankruptcy Court") terminated all operations.

C. At the time SELLER and BUYERS entered into the agreement, BUYERS desired to purchase all of the PUC operating rights of SELLER but were unable to do so because of SELLER's intention to continue to provide service pursuant to those rights.

D. Upon the termination of all operations by SELLER, BUYERS and SELLER have agreed to amend the terms and conditions of the agreement to provide for the purchase of all of SELLER's PUC operating rights by BUYERS, to provide for an increase in the consideration for the operating rights and to include certain other terms and conditions which have been agreed upon by the parties as a result of SELLER's complete termination of operations.

E. The purpose of this amendment is to set forth the terms and conditions of the revised agreement of the parties.

II. TERMS AND CONDITIONS

In consideration of the mutual covenants and promises contained herein and in the agreement, the parties hereto, intending to be legally bound, agree, represent and warrant as follows:

1. Amendments to Appendices A and B to the Agreement.

There are attached hereto as revised Appendices A and B summaries of the operating rights to be purchased by PJAX and PITT-OHIO, respectively. Former Appendix C to the agreement is hereby eliminated.

2. Amendment to Paragraph 2. Paragraph 2 of the agreement is hereby amended to read in its entirety as follows:

2. Price and Payment. BUYERS will pay to SELLER for the operating rights the total sum of Fifty-Five Thousand (\$55,000) Dollars to be paid as follows:

2.1 PJAX will pay to SELLER the sum of Thirty Thousand (\$30,000) Dollars for the operating rights set forth on Appendix A in accordance with the following terms and conditions:

(a) Six Thousand (\$6,000) Dollars (herein called "the escrow fund") to be deposited in escrow upon the execution of this agreement and held and disposed of in accordance with the provisions of paragraph 3; and

(b) The balance of consideration of Twenty-Four Thousand (\$24,000) Dollars in cash or by certified or cashier's check on the final closing date.

2.2 PITT-OHIO will pay to SELLER the sum of Twenty-Five Thousand (\$25,000) Dollars for the operating rights set forth on Appendix B in accordance with the following terms and conditions:

(a) Four Thousand (\$4,000) Dollars (herein called "the escrow fund") to be deposited in escrow upon the execution of this agreement and held and disposed of in accordance with the provisions of paragraph 3; and

(b) The balance of consideration of Twenty-One Thousand (\$21,000) Dollars in cash or by certified or cashier's check on the final closing date.

3. Amendment to Paragraph 4. Paragraph 4 of the agreement is hereby amended by adding at the end thereof the following language:

SELLER and BUYERS will file with the PUC such amended or new applications as may be necessary to implement any amendments to the agreement and will take such other action as may be necessary and appropriate to effectuate the purposes of any such amendments. All of the terms and conditions of paragraph 4 of the agreement shall apply equally to any amended or new applications filed pursuant to this paragraph.

4. Amendment to Paragraph 8. Paragraph 8 of the agreement is hereby amended so that the first paragraph thereof will read as follows:

8. Approval of Permanent Application Subject to Restrictions. It is the intention of the parties that PJAX and PITT-OHIO will purchase all of the operating rights set forth on Appendices A and B, respectively, subject to the restrictions set forth in those appendices.

5. Amendment to Subparagraph 11.3. Subparagraph 11.3 is hereby amended by eliminating any reference to Appendix C so that the first three lines of subparagraph 11.3 will read as follows:

11.3 Except for the conditions proposed in this transaction, Appendices A and B contain true and correct summaries of all of the operating rights of SELLER;

6. Amendment to Subparagraph 13.1. Subparagraph 13.1 of the agreement is hereby amended to read in its entirety as follows:

13.1 SELLER recognizes that at the time the agreement was executed, it was the intention and purpose of BUYERS to purchase all of SELLER's PUC operating rights. However, in view of SELLER's requirement to retain a portion of its operating rights in order to provide motor carrier service, BUYERS agreed to purchase a portion of the operating rights. Upon the termination of all operations by SELLER, the parties have agreed to the sale of all of the PUC operating rights by SELLER to BUYERS. Thus, it is agreed that the operating rights set forth on former Appendix C to the agreement cannot be sold separately and are to be sold concurrently and as part of the operating rights set forth on Appendices A and B.

Accordingly, a condition precedent to the enforcement of BUYERS' obligations under this agreement shall be the issuance by the Bankruptcy Court of an appropriate order approving the proposed sale of all of the operating rights in accordance with the terms and conditions of the agreement as amended herein. In that connection, the parties agree that the payment of the

consideration of Fifty-Five Thousand (\$55,000) Dollars is conditioned on the purchase of all of the operating rights set forth on Appendices A and B to PJAX and PITT-OHIO, respectively.

In the event the Bankruptcy Court should issue an order approving the sale of the authority set forth on former Appendix C to a third party or issue an order approving the sale of only one segment of the operating rights to one of the BUYERS, or fails to issue an appropriate order approving the proposed sale of both segments of the operating rights within ninety (90) days after the date of execution of this agreement, BUYERS shall have the option to terminate this agreement by giving to SELLER written notice of termination within thirty (30) days after expiration of the aforesaid ninety (90) day period. In such event, the escrow fund shall be returned promptly to BUYERS and the parties shall have no further rights or obligations under this agreement.

BUYERS acknowledge that the procedures of the Bankruptcy Code may require a hearing before the Bankruptcy Court as a prerequisite for approval of the amendments to the agreement and may also require notice to certain parties. Competitive bidding can occur at such hearing. The possibility therefore exists that BUYERS will not be the successful bidders and SELLER will therefore be unable to perform this agreement. In

such event, BUYERS' sole remedy shall be the return of the escrow fund and neither party shall thereafter be responsible to one another.

7. Amendment to Paragraph 19. Paragraph 19 of the agreement is hereby amended by adding at the end thereof the following language:

BUYERS, separately or jointly, shall have the right to assign all of their right, title and interest in this agreement to any other party, provided that the assigning party or parties shall continue to be secondarily liable for the payments due pursuant to paragraph 2 of the agreement.

8. New Paragraph 24. There shall be added to the agreement as paragraph 24 the following:

24. Employee Relations. It is agreed that this agreement involves the sale of operating rights only, a partial asset, and that the BUYERS are not successor employers to SELLER and have no obligation to hire any employees or to assume any labor agreements or obligations of SELLER.

SELLER acknowledges that BUYERS have no obligations with respect to any employees of SELLER to provide employment, fringe benefit payments, vacation pay or any other benefits of employment nor any liability for any claims, grievances, labor disputes, charges or causes of action on the part or in behalf of any employees or former employees of SELLER which may arise from or relate to events which occurred on or prior to the temporary authority closing date.

SELLER agrees, represents and warrants as follows:

24.1 There are no labor disputes, grievances, or unfair labor practice charges, discrimination in employment charges or back pay claims on behalf of employees of SELLER pending or threatened by any individual employee, group of employees or employee labor organizations which will adversely affect BUYERS or BUYERS' rights under this agreement.

24.2 SELLER shall be solely responsible for all costs of employment of present and former employees of SELLER due under any federal, state or local laws or regulations or collective bargaining agreements, including, without limitation, the costs relating to wages, holiday and vacation pay, pensions, health and welfare funds, F.I.C.A. payments, unemployment compensation taxes, withholding items, and any other employee costs, all of which shall be considered the obligations of SELLER and not BUYERS.

24.3 SELLER will discharge any obligations it may have under the National Labor Relations Act or any labor agreements to notify any union representing employees of SELLER of the existence of this agreement and further will discharge any obligations SELLER may have subsequent to the temporary authority closing date to meet with any labor unions to discuss the effects of the sale on the employees of SELLER.

24.4 SELLER will cooperate fully and present testimony, if requested, in the defense of any claim,

grievance, unfair labor practice or discrimination in employment charge, or suit which may now exist or which may arise in the future concerning SELLER, whether such claim, etc. is brought against SELLER or BUYERS.

24.5 SELLER has complied with all federal, state and local laws and regulations relating to the employment of persons and will continue to do so.

24.6 There have been no events which have occurred which would give rise to any disputes, claims, charges, grievances or claims to any payments of the type set forth in this paragraph 24.

24.7 In the event the transaction contemplated by this agreement or any other actions by SELLER has the effect of incurring withdrawal liability under The Employee Retirement Income Security Act of 1974 ("ERISA"), as amended by the Multi-Employer Pension Plan Amendment Act of 1980 ("MPPAA"), it is expressly understood and agreed that SELLER shall be solely responsible for any withdrawal liability attributable to its operations or employees, whether arising out of this transaction or otherwise, and that BUYERS and any companies affiliated with BUYERS and the shareholders, officers, directors, successors or assigns of BUYERS, and any companies affiliated with BUYERS, do not assume any withdrawal liability of SELLER.

24.8 SELLER will be responsible for and obligated to promptly satisfy any obligations, claims or other adverse consequences to BUYERS resulting from SELLER's

breach of any of the agreements, representations and warranties set forth in this paragraph, including reasonable attorneys' fees and expenses incurred by BUYERS in connection therewith, provided SELLER is promptly advised of such obligations and is given an opportunity to defend against such obligations.

SELLER agrees to indemnify and hold harmless BUYERS from any liabilities, causes of action, suits or other claims arising under the terms of this subparagraph, including fees and expenses incurred in defending against any such claims.

9. Waiver of Integration Provisions. This amendment to the agreement is intended to constitute a waiver of the integration provisions of paragraph 21 of the agreement and as such shall be binding upon the parties in the same manner as if the provisions contained herein had been included in the agreement.

10. No Other Changes in the Agreement. This amendment to the agreement sets forth all of the modifications in the agreement intended by the parties and is not to be construed as changing any of the terms and conditions of the agreement which are not specifically referred to herein.

11. Binding Effect. This amendment to the agreement is binding upon and inures to the benefit of the parties hereto and their respective successors in interest, assigns and legal representatives.

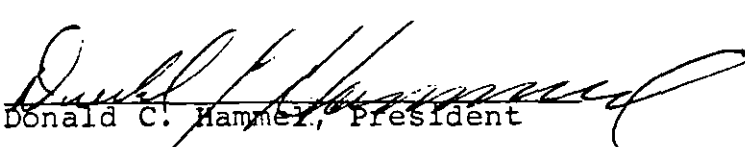
III. EXECUTION

IN WITNESS WHEREOF, the parties intending to be legally bound, have executed this amendment to agreement the day and year first above stated.

BREMAN'S EXPRESS COMPANY

By: 
Leslie S. Breman, President

PITTSBURGH-JOHNSTOWN-ALTOONA
EXPRESS, INC.

By: 
Donald C. Hammel, President

PITT-OHIO EXPRESS, INC.

By: 
Charles L. Hammel, III, President

APPENDIX A

AUTHORITY TO BE PURCHASED

BY

PITTSBURGH-JOHNSTOWN-ALTOONA EXPRESS, INC.

FROM

BREMAN'S EXPRESS COMPANY

OPERATING AUTHORITY

Certificate No. A.80581
Folder No. 2

To transport, as a Class A carrier, property over the following route:

Beginning in the City of Pittsburgh, Allegheny County, thence through Wilkinsburg and via U. S. Highway Route 22 to Murraysville, thence to Export, thence to Delmont, thence to New Alexandria, thence to Blairsville, thence via U. S. Highway Route 119 to Blacklick, thence to Graceton, thence to Homer City, thence to Indiana, thence via Pennsylvania Highway Route 80 to its intersection with U. S. Highway Route 219, thence via U. S. Highway Route 219 to the Village of Grampian, thence via U. S. Highway Route 322 to the Borough of Philipsburg, thence to the Borough of Port Matilda, thence via U. S. Highway Routes 322 and 220 to Martha Furnace, thence via U. S. Highway Route 220 through the Village of Wingate to the Borough of Milesburg, thence via Pennsylvania Highway Routes 545 and 45 to the Boroughs of Bellefonte and State College, thence via U. S. Highway Route 322 through the Village of Buffalo Run to Martha Furnace, thence via U. S. Highway Routes 322 and 220 through the Village of Bald Eagle to the Borough of Tyrone, thence via Pennsylvania Highway Route 453 to its intersection with Pennsylvania Highway Route 253, and thence via Pennsylvania Highway Route 253, through the Borough of Ramey to the Borough of Houtzdale, Clearfield County;

And over the following alternate routes, spur routes and connecting routes:

Beginning in the City of Pittsburgh, Allegheny County, thence through the Borough of Wilkinsburg and via U. S. Highway Route 22 through Murraysville and Export to the Borough of Delmont, Westmoreland County, thence via Pennsylvania Highway Route 66 a distance of approximately 2 miles to junction with county road, thence via the said county road through the Village of Slickville to junction with Pennsylvania Highway Route 80, thence via Pennsylvania Highway Route 80 through the Borough of Saltsburg and the Borough of Jacksonville to the Borough of Indiana, Indiana County;

Alternate Route For Use As An Operating Route Only:

Beginning in the City of Pittsburgh, Allegheny County, thence via Pennsylvania Highway Route 28, New Kensington, Pennsylvania Highway Route 56, Leechburg, Pennsylvania Highway Route 66, Apollo, Pennsylvania Highway Route 156, Shelocta and U. S. Highway Route 422 to the Borough of Indiana, Indiana County;

Spur Route For Use As An Operating Route Only:

Beginning in the Borough of Apollo, Armstrong County, thence via Pennsylvania Highway Route 66 to the Borough of Delmont, Westmoreland County;

Spur Routes:

Beginning in the Borough of Clymer, Indiana County, thence via Pennsylvania Highway Route 480 to the Borough of Marion Center, Indiana County;

Beginning in the Village of Dixonville, Indiana County, thence via an unnumbered Highway to its intersection with Pennsylvania Highway Route 80 East of the Village of Gypsy, Indiana County;

OPERATING AUTHORITY

Certificate No. A.80581
Folder No. 2

Beginning in the Village of Hillsdale, Indiana County, thence via an unnumbered highway and Pennsylvania Highway Route 360 to the Borough of Cherry Tree, Indiana County;

Alternate Route:

Beginning in the Borough of Indiana, Indiana County, thence via U. S. Highway Route 422 to the Borough of Ebensburg, Cambria County, thence via Pennsylvania Highway Route 45 to the Borough of Loretto, thence via Pennsylvania Highway Route 553 to its intersection with Pennsylvania Highway Route 53 at the Village of Syberton, thence via Pennsylvania Highway Route 53 to the Borough of Philipsburg, Centre County;

Connecting Routes:

Beginning in the Borough of Ebensburg, Cambria County, thence via U. S. Highway Route 219 to its intersection with Pennsylvania Highway Route 80 North of the Borough of Burnside, Clearfield County;

Beginning in the Borough of Ashville, Cambria County, thence via Pennsylvania Highway Route 36 to its intersection with U. S. Highway Route 219 at the Borough of Mahaffey, Clearfield County;

Beginning in the Borough of Carrolltown, Cambria County, thence via an unnumbered highway to the Borough of Patton, Cambria County;

Beginning in the Borough of Barnesboro, Cambria County, thence via State Highway Route 11049 to the Borough of Hastings, Cambria County;

Spur Route:

Beginning in the Borough of Carrolltown, Cambria County, thence via an unnumbered highway to the Village of Elmora, Cambria County;

Alternate Route:

Beginning in the Borough of Philipsburg, Centre County, thence via Pennsylvania Highway Route 53 through the Villages of Morrisdale, Allport, Kylertown, and Drifting, Clearfield County, and the Village of Moshannon and the Borough of Snow Shoe, Centre County, to the Village of Wingate, Centre County;

Connecting Routes:

Beginning at the intersection of Pennsylvania Highway Route 453 and 253, thence via Pennsylvania Highway Route 255, through the Village of Allemans, Clearfield County, to the Village of Van Ormer, Cambria County;

Beginning in the Borough of Philipsburg, Centre County, thence via Pennsylvania Highway Route 350 to the Village of Bald Eagle, Blair County;

OPERATING AUTHORITY

Certificate No. A.80581

Folder No. 2

To transport petroleum products and containers for the W. J. Crawford Oil Company, as a Class D carrier, from its place of business in the Borough of McKees Rocks, Allegheny County, to the applicant's loading dock in the City of Pittsburgh, Allegheny County;

To transport petroleum products and containers for the W. J. Crawford Oil Company, as a Class D carrier, from the applicant's loading dock in the City of Pittsburgh, Allegheny County, to points on the applicant's route between the City of Pittsburgh, Allegheny County, and Borough of Indiana, Indiana County, and points on the Replogle Transport Company's route between the Boroughs of Indiana, Indiana County, Clearfield, Clearfield County, and Philipsburg, Centre County;

To accept property originating at points located on the routes of the applicant and destined to points on the route of Replogle Transport Company located between Philipsburg and Indiana and vice versa, said property to be transferred at Indiana, with the right to participate in through routes and joint rates;

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

FIRST: That service to and from the Borough of Saltsburg and the Village of Slickville is limited to the transportation of perishable goods.

SECOND: That no right, power or privilege is granted to render local service between points on that part of the route between the Borough of Indiana and the Borough of Philipsburg or between points on spur routes between Clymer and Marion Center, between Dixonville and the intersection of an unnumbered highway with Highway Route 80 East of the Village of Gypsy and between Hillsdale and Cherry Tree.

THIRD: That no right, power or privilege is granted to render local service on the portions of the alternate and connecting routes herein authorized, beginning at the Village of Belsano, Cambria County, thence via Highway Route 422 to the Borough of Ebensburg, thence via Highway Route 219 to the Borough of Barnesboro, thence via Highway Route 11049 to the Borough of Hastings, thence via Highway Route 36 to the Borough of Ashville, thence via Highway Route 53 to the Village of Syberton.

FOURTH: That no right, power or privilege is granted to render service from the City of Pittsburgh to points on the portions of the routes as described in the **THIRD** CONDITION, or vice versa.

FIFTH: That no right, power or privilege is granted to transport commodities in bulk in tank vehicles, property which because of its size or weight requires the use of carryall trucks, winch tractors, low-bed trailers, pole trailers or other tractors, or trailers of special design or commodities which require special equipment to load or unload from or to the vehicles or any single item of property which has a gross weight in excess of fifteen (15) tons between points on that part of the route beginning in the Borough of Philipsburg and

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Folder No. 2

terminating in the Borough of Houtzdale, or between points on the alternate route between Philipsburg and the Village of Wingate, or between points on connecting routes between the intersection of Highway Routes 453 and 253 and the Village of Van Ormer and between the Borough of Philipsburg and the Village of Bald Eagle, or to or from points on said part of the route, alternate route and connecting routes; or to transport property locally between points on that part of the route, alternate route and connecting routes as described in this FIFTH condition.

Folder 2, Am-A

To transport, as a Class D carrier, property from points in the County of Allegheny, to points on the following routes and vice versa:

Beginning in the City of Pittsburgh, Allegheny County, thence through Wilkinsburg and via U. S. Highway Route 22 to Murrys ville, thence to Export, thence to Delmont, thence to New Alexandria, thence to Blairsville, thence via U. S. Highway Route 119 to Black Lick, thence to Graceton, thence to Homer City, thence to Indiana, thence via Pennsylvania Highway Route 80 to its intersection with U. S. Highway Route 219, thence via U. S. Highway Route 219 to the Borough of Grampian, thence via U. S. Highway Route 322 to the Borough of Philipsburg, thence to the Borough of Port Matilda, thence via U. S. Highway Routes 322 and 220 to Martha Furnace, thence via U. S. Highway Route 220 through the Village of Wingate to the Borough of Milesburg, thence via Pennsylvania Highway Routes 545 and 45 to the Boroughs of Bellefonte and State College, thence via U. S. Highway Route 322 through the Village of Buffalo Run to Martha Furnace, thence via U. S. Highway Routes 322 and 220 through the Village of Bald Eagle to the Borough of Tyrone, thence via Pennsylvania Highway Route 453 to its intersection with Pennsylvania Highway Route 253, and thence via Pennsylvania Highway Route 253 through the Borough of Ramey to the Borough of Houtzdale, Clearfield County.

Alternate Routes:

Beginning in the City of Pittsburgh, Allegheny County, thence through the Borough of Wilkinsburg and via U. S. Highway Route 22 through Murrys ville and Export to the Borough of Delmont, Westmoreland County, thence via Pennsylvania Highway Route 66 a distance of approximately 2 miles to junction with county road, thence via the said county road through the Village of Slickville to junction with Pennsylvania Highway Route 80, thence via Pennsylvania Highway Route 80 through the Borough of Saltsburg and the Borough of Jacksonville to the Borough of Indiana, Indiana County.

Beginning in the Borough of Indiana, Indiana County, thence via U. S. Highway Route 422 to the Borough of Ebensburg, Cambria County, thence via Pennsylvania Highway Route 45 to the Borough of Loretto, thence via Pennsylvania Highway Route 553 to its intersection with Pennsylvania Highway Route 53 at the Village of Syberton, thence via Pennsylvania Highway Route 53 to the Borough of Philipsburg, Centre County;

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Beginning in the Borough of Philipsburg, Centre County, thence via Pennsylvania Highway Route 53 through the Villages of Morrisdale, Allport, Kylertown and Drifting, Clearfield County, and the Village of Moshannon and the Borough of Snow Shoe, Centre County, to the Village of Wingate, Centre County.

Spur Routes:

Beginning in the Borough of Clymer, Indiana County, thence via Pennsylvania Highway Route 480 to the Borough of Marion Center, Indiana County.

Beginning in the Village of Dixonville, Indiana County, thence via an unnumbered highway to its intersection with Pennsylvania Highway Route 80 East of the Village of Gypsy, Indiana County.

Beginning in the Village of Hillsdale, Indiana County, thence via an unnumbered highway and Pennsylvania Highway Route 360 to the Borough of Cherry Tree, Indiana County.

Beginning in the Borough of Carrolltown, Cambria County, thence via an unnumbered highway to the Village of Elmora, Cambria County.

Connecting Lines:

Beginning in the Borough of Ebensburg, Cambria County, thence via U. S. Highway Route 219 to its intersection with Pennsylvania Highway Route 80 North of the Borough of Burnside, Clearfield County.

Beginning in the Borough of Ashville, Cambria County, thence via Pennsylvania Highway Route 36 to its intersection with U. S. Highway Route 219 at the Borough of Mahaffey, Clearfield County.

Beginning in the Borough of Carrolltown, Cambria County, thence via an unnumbered highway to the Borough of Patton, Cambria County.

Beginning in the Borough of Barnesboro, Cambria County, thence via State Highway Route 11049 to the Borough of Hastings, Cambria County.

Beginning at the intersection of Pennsylvania Highway Routes 453 and 253, thence via Pennsylvania Highway Route 253 through the Village of Allemans, Clearfield County, to the Village of Van Ormer, Cambria County.

Beginning in the Borough of Philipsburg, Centre County, thence via Pennsylvania Highway Route 350 to the Village of Bald Eagle, Blair County;

with the right to use the following alternate route as an operating route only:

Beginning in the City of Pittsburgh, Allegheny County, thence via Pennsylvania Highway Route 28, New Kensington, Pennsylvania Highway Route 56, Leechburg, Pennsylvania Highway Route 66, Apollo, Pennsylvania Highway Route 156, Shelocta and U. S. Highway Route 422 to the Borough of Indiana, Indiana County;

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with the right to use the following spur route as an operating route only:

Beginning in the Borough of Apollo, Armstrong County, thence via Pennsylvania Highway Route 66 to the Borough of Delmont, Westmoreland County;

All subject to the following conditions:

That no right, power or privilege is granted to transport property which because of size or weight requires the use of special equipment, such as carryalls, winch trucks, winch trailers or pole trailers.

That no right, power or privilege is granted to render service to or from the City of Pittsburgh, except as presently authorized.

That service to and from the Borough of Saltsburg and the Village of Slickville is limited to the transportation of perishable goods.

That no right, power or privilege is granted to render service from points in the County of Allegheny to points on the portions of the alternate and connecting routes beginning at the Village of Belsano, Cambria County, thence via Highway Route 422 to the Borough of Ebensburg, thence via Highway Route 219 to the Borough of Barnesboro, thence via Highway Route 11049 to the Borough of Hastings, thence via Highway Route 36 to the Borough of Ashville, thence via Highway Route 53 to the Village of Syberton, or vice versa.

That no right, power or privilege is granted to transport commodities in bulk in tank vehicles, property which because of its size or weight requires the use of carryall trucks, winch tractors, low-bed trailers, pole trailers or other tractors or trailers of special design or commodities which require special equipment to load or unload from or to the vehicles or any single item of property which has a gross weight in excess of fifteen (15) tons from points in the County of Allegheny to points on that part of the route beginning in the Borough of Philipsburg and terminating in the Borough of Houtzdale, or between points on the alternate route between Philipsburg and the Village of Wingate, or between points on connecting routes between the intersection of Highway Routes 453 and 253 and the Village of Van Ormer and between the Borough of Philipsburg and the Village of Bald Eagle, or vice versa.

Folder 2, Am-B

To transport, as a Class D carrier, property between points in the Township of Karthaus, Clearfield County, and within twenty-five (25) miles of the limits of said township, and from points in said area to points on the following described routes, connecting routes, spur routes and alternate routes and to points in the County of Allegheny, and vice versa.

Beginning in the City of Pittsburgh, Allegheny County, thence through Wilkinsburg and via U. S. Highway Route 22 to Murrysville, thence to Export, thence to Delmont.

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thence to New Alexandria, thence to Blairsville, thence via U. S. Highway Route 119 to Black Lick, thence to Graceton, thence to Homer City, thence to Indiana, thence via Pennsylvania Highway Route 80 to its intersection with U. S. Highway Route 219, thence via U. S. Highway Route 219 to the Borough of Grampian, thence via U. S. Highway Route 322 to the Borough of Philipsburg, thence to the Borough of Port Matilda, thence via U. S. Highway Routes 322 and 220 to Martha Furnace, thence via U. S. Highway Route 220 through the Village of Wingate to the Borough of Milesburg, thence via Pennsylvania Highway Routes 545 and 45 to the Boroughs of Bellefonte and State College, thence via U. S. Highway Route 322 through the Village of Buffalo Run to Martha Furnace, thence via U. S. Highway Routes 322 and 220 through the Village of Bald Eagle to the Borough of Tyrone, thence via Pennsylvania Highway Route 453 to its intersection with Pennsylvania Highway Route 253, and thence via Pennsylvania Highway Route 253 through the Borough of Ramey to the Borough of Houtzdale, Clearfield County.

Alternate Routes:

Beginning in the City of Pittsburgh, Allegheny County, thence through the Borough of Wilksburg and via U. S. Highway Route 22 through Murrysville and Export to the Borough of Delmont, Westmoreland County, thence via Pennsylvania Highway Route 66 a distance of approximately two (2) miles to junction with county road, thence via the said county road through the Village of Slickville to junction with Pennsylvania Highway Route 80, thence via Pennsylvania Highway Route 80 through the Borough of Saltsburg and the Borough of Jacksonville to the Borough of Indiana, Indiana County.

Beginning in the Borough of Indiana, Indiana County, thence via U. S. Highway Route 422 to the Borough of Ebensburg, Cambria County, thence via Pennsylvania Highway Route 45 to the Borough of Loretto, thence via Pennsylvania Highway Route 553 to its intersection with Pennsylvania Highway Route 53 at the Village of Syberton, thence via Pennsylvania Highway Route 53 to the Borough of Philipsburg, Centre County.

Beginning in the Borough of Philipsburg, Centre County, thence via Pennsylvania Highway Route 53 through the Villages of Norrisdale, Allport, Kylertown and Drifting, Clearfield County, and the Village of Moshannon and the Borough of Snow Shoe, Centre County, to the Village of Wingate, Centre County.

Spur Routes:

Beginning in the Borough of Clymer, Indiana County, thence via Pennsylvania Highway Route 480 to the Borough of Marion Center, Indiana County.

Beginning in the Village of Dixonville, Indiana County, thence via an unnumbered highway to its intersection with Pennsylvania Highway Route 80 East of the Village of Gipsy, Indiana County.

Beginning in the Village of Hillsdale, Indiana County, thence via an unnumbered highway and Pennsylvania Highway Route 360 to the Borough of Cherry Tree, Indiana County.

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Beginning in the Borough of Carrolltown, Cambria County, thence via an unnumbered highway to the Village of Elmora, Cambria County.

Connecting Routes:

Beginning in the Borough of Ebensburg, Cambria County, thence via U. S. Highway Route 219 to its intersection with Pennsylvania Highway Route 80 North of the Borough of Burnside, Clearfield County.

Beginning in the Borough of Ashville, Cambria County, thence via Pennsylvania Highway Route 36 to its intersection with U. S. Highway Route 219 at the Borough of Mahaffey, Clearfield County.

Beginning in the Borough of Carrolltown, Cambria County, thence via an unnumbered highway to the Borough of Patton, Cambria County.

Beginning in the Borough of Barnesboro, Cambria County, thence via State Highway Route 11049 to the Borough of Hastings, Cambria County.

Beginning at the intersection of Pennsylvania Highway Routes 453 and 253, thence via Pennsylvania Highway Route 253 through the Village of Allemans, Clearfield County, to the Village of Van Ormer, Cambria County.

Beginning in the Borough of Philipsburg, Centre County, thence via Pennsylvania Highway Route 350 to the Village of Bald Eagle, Blair County;

with the right to use the following alternate route as an operating route only:

Beginning in the City of Pittsburgh, Allegheny County, thence via Pennsylvania Highway Route 28, New Kensington, Pennsylvania Highway Route 56, Leechburg, Pennsylvania Highway Route 66, Apollo, Pennsylvania Highway Route 156, Shelocta and U. S. Highway Route 422 to the Borough of Indiana, Indiana County;

with the right to use the following spur route as an operating route only:

Beginning in the Borough of Apollo, Armstrong County, thence via Pennsylvania Highway Route 66 to the Borough of Delmont, Westmoreland County;

subject to the following conditions:

That no right, power or privilege is granted to use special equipment such as low-bed trailers or trucks and tractors which are specifically equipped with winches, nor to transport any single unit of property weighing more than fifteen (15) tons.

That no right, power or privilege is granted to transport property from points in the County of Allegheny to points on Highway Route 255 between the City of DuBois and the Borough of Saint Marys or on Highway Route 120 between the Borough of Saint Marys and the Borough of Emporium or vica versa, nor to render local service

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between points on Highway Route 255 between DuBois and Saint Marys or on Highway Route 120 between Saint Marys and Emporium.

That no right, power or privilege is granted to transport property, either direct or by interchange, to or from the Boroughs of Saint Marys, Emporium, Renovo and South Renovo.

That no right, power or privilege is granted to transport household goods and office furniture in use to or from the Borough of Clearfield, Clearfield County, and points within fifteen (15) miles of the limits of said Borough.

and with the further right:

To interchange property in the Township of Karthaus, Clearfield County, and at points within twenty-five (25) miles of the limits of said township and in the City of Pittsburgh, Allegheny County, with Class A carriers, Class B carriers and Class D carriers operating over regular routes, subject to the provisions of General Order No. 29 governing Class A carriers.

Folder 2, Am-C

To transfer, as a Class A carrier, property over a route beginning in the City of Pittsburgh, Allegheny County, thence via Highway Route 28 and a bridge over the Allegheny River to the City of New Kensington, Westmoreland County, thence via Highway Routes 56 and 356 to the Borough of Leechburg, Armstrong County, thence via Highway Route 66 to the Borough of Apollo, Armstrong County, thence via Highway Route 56 and 156 to the Borough of Shelocta, Indiana County, thence via Highway Route 422 to the Borough of Indiana, Indiana County; and over a spur route beginning at the intersection of Highway Routes 422 and 156, thence via Highway Route 422 to the Borough of Elderton, Armstrong County; and over a connecting route beginning at the intersection of Highway Routes 156 and 56, thence via Highway Route 56 to its intersection with Highway Route 286 and including service to the Townships of Kiskiminitas, South Bend, and Plum Creek, Armstrong County, and the Townships of Armstrong, White, and Young, Indiana County; excluding service to all points between Pittsburgh and Apollo inclusive, except as presently authorized.

To transport, as a Class D carrier, property from points in the County of Allegheny, to points on the aforesaid Class A route, spur route, and connecting route, townships, and vice versa, excluding service to all points between Allegheny County and Apollo inclusive, except as presently authorized;

and subject to the following condition:

That no right, power or privilege is granted to transport commodities in bulk in tank vehicles or in hopper-type vehicles.

OPERATING AUTHORITY

A.80581, Folder 2, Am-E /3/

To transport, as a Class D carrier, property from points in the counties of Clearfield, Camcron, Elk and Jefferson to points in the counties of Allegheny, Beaver, Butler, Fayette, Greene, Lawrence, Washington and Westmoreland, and vice versa;

Subject to the following conditions:

1. That no right, power or privilege be granted to transport commodities in bulk, in dump, tank, or hopper-type vehicles.
2. That no right, power or privilege is granted to transport commodities which, because of size or weight, require special handling or the use of special equipment such as winch trucks or tractors, pole or extendible trailers or carryalls, or which requires a permit from the Pennsylvania Department of Transportation.
3. That no right, power or privilege be granted to transport commodities in vehicles equipped with mechanical refrigeration.
4. That no right, power or privilege is granted to transport iron or steel or iron or steel articles exceeding 10,000 pounds per shipment from steel mills.

Folder 4

To transport, as a Class D carrier, fire brick and clay products from the brick plant of the Laclede-Christy Company located in the Borough of Osceola Mills, Clearfield County, to points in Pennsylvania.

To transport, as a Class D carrier, fire clay in bulk and containers from the clay processing plant of the Laclede-Christy Company located in the Township of Bradford, Clearfield County, to points in Pennsylvania.

All subject to the following conditions:

FIRST: That no right, power or privilege is granted to render service between points in the County of Allegheny, or between points within an airline distance of fifteen (15) statute miles of the City-County Building in the City of Pittsburgh, Allegheny County.

SECOND: That no right, power or privilege is granted to interchange property at points in the City of Pittsburgh, Allegheny County, with Class A carriers, Class B carriers and Class D carriers operating over regular routes.

THIRD: That no right, power or privilege is granted to transport (a) fire brick and clay products, or fire clay, from the facilities of the Laclede-Christy Company located in the Borough of Osceola Mills and the Township of Bradford, Clearfield County; or (b) brick and clay products from the plants of Hiram Swank's Sons, Inc. in the Borough of Irvona, Clearfield County; or (c) lumber and building materials for W. E. Oakes Estate from the Borough of Clymer, Indiana County, to points within fifty (50) miles by the usually traveled highways of the limits of said borough, and vice versa.

FOURTH: That no right, power or privilege is granted to transport building materials and building construction materials such as are usually transported in dump trucks between points in the County of Clearfield, or between points in the Borough of Clearfield, Clearfield County, and within twenty-five (25) miles by the usually traveled highways of the limits of the said borough.

FIFTH: That no right, power or privilege is granted to transport brick, structural tile, clay and clay products, bonding mortar and other refractories, materials and products used in the manufacture of brick structural tiles, clay products and refractories and containers between points in the Borough of Clearfield, Clearfield County, and within twenty-five (25) miles of the limits thereof, or from points in said territory or from points in Clearfield County.

SIXTH: That no right, power or privilege is granted to transport property between points in the Borough of Curwensville, Clearfield County, or from points in said borough to points within twenty-five (25) miles by the usually traveled highways of the limits of the said borough, and vice versa.

SEVENTH: That no right, power or privilege is granted to transport lumber, lime, brick, clay products, coal, hides, beer, fire brick, fire clay, clay, high temperature bonding mortar and cement, plastic fire brick, brickbats, and pallets from points in the Boroughs of Curwensville and Lumber City, Clearfield County, and the Townships of Pike and Penn, Clearfield County.

EIGHTH: That no right, power or privilege is granted to transport property from points in the Borough of Clymer, Indiana County, and within five (5) miles by the usually traveled highways of the limits of said borough to points within twenty-five (25) miles by the usually traveled highways of the limits of said borough, and vice versa.

NINTH: That no right, power or privilege is granted to transport (a) household goods and office equipment in use from points in the Borough of Clymer, Indiana County, and within twenty-five (25) miles by the usually traveled highways of the limits of said borough, or vice versa; or (b) household goods in use from points in the Borough of Leechburg, Armstrong County, and within ten (10) miles by the usually traveled highways of the limits of said borough, to points in Pennsylvania, or vice versa.

TENTH: That no right, power or privilege is granted to transport property between points in the Borough of Leechburg, Armstrong County, and within twelve (12) miles by the usually traveled highways of the limits of said borough.

ELEVENTH: That no right, power or privilege is granted to transport property between the Borough of Avonmore and the Village of Salina, Bell Township, Westmoreland County, and the Borough of Saltsburg, Indiana County, and the Boroughs of Leechburg and Apollo, Armstrong County, or the right to consolidate said operation with certificated routes between Pittsburgh, Leechburg, Vandergrift and Apollo, or the right to render through service between Pittsburgh and Avonmore, Salina and Saltsburg.

TWELFTH: That no right, power or privilege is granted to transport property from points in the County of Allegheny to points in the Boroughs of Leechburg, Apollo and North Apollo, the Village of North Vandergrift, the Township of Parks, Armstrong County, the Boroughs of West Leechburg, Hyde Park, Vandergrift, East Vandergrift, Oklahoma and Avonmore, and the Village of Salina, Bell Township, Westmoreland County, and the Borough of Saltsburg, Indiana County, and vice versa.

THIRTEENTH: That no right, power or privilege is granted to transport property between points in the Borough of Vandergrift, Westmoreland County, and within fifteen (15) miles by the usually traveled highways of the limits of said borough.

FOURTEENTH: That no right, power or privilege is granted to provide service for Allegheny Ludlum Steel Corporation; A. P. Green Firebrick Company; United States Steel Corporation; United Engineering & Foundry Company; Butler Refractories Company; Raychord Corporation; General Refractories Company and General Steel Industries, Inc., National Roll Division; General Refractories Company; St. Joe Zinc Company; Cerro Metal Products; and All Metals, Inc. and Charles Bluestone Company.

FIFTEENTH: That no right, power or privilege is granted to provide service to or from the facilities of Schenley Distributors, Inc. and affiliated companies; Joseph S. Finch Company; Logansport Distilling Company and other affiliated companies; Jones & Laughlin Steel Corporation; National Materials Corporation; and Harbison-Walker Refractories, Division of Dresser Industries, Inc.

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