

A-00102471 F1

APPLICATION

F1 AMI

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

May 28, 1985

RECEIVED (412) 471-1800

MAY 28 1985

Re: Pitt-Ohio Express, Inc.--Transferee
Exhibitors Service Company--Transferor
Docket No. A-00102471
Our File 2691-16

**Non-Rail Transportation
Public Utility Comm.**

HAND-DELIVERED

*A-102471
F. 1; Am-I*

RECEIVED

MAY 28 1985

**SECRETARY'S OFFICE
Public Utility Commission**

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

Dear Mr. Ernst:

We deliver for filing with the Commission the signed original and two copies of the following:

1. The application of Pitt-Ohio Express, Inc. (Pitt-Ohio) seeking permanent authority for the purchase of a portion of the operating rights of Exhibitors Service Company (Exhibitors) held at Docket No. A-00024261, pursuant to 66 Pa. C.S.A. §1102.

2. Application of Pitt-Ohio for emergency temporary authority to operate under the portion of the rights proposed to be purchased from Exhibitors, pending disposition of the corresponding regular temporary authority application. You will note that the emergency temporary authority application is accompanied by a request for an automatic extension of emergency temporary authority pending action on the regular temporary authority application.

3. Application of Pitt-Ohio for regular temporary authority to operate under the portion of the rights proposed to be purchased from Exhibitors, pending disposition of the corresponding permanent application.

There are enclosed separate checks in the amounts of \$125, \$75 and two checks for \$25 to cover the filing fees for each of the above applications and request for extension.

**DOCUMENT
FOLDER**

Mr. Barry L. Ernst
Page Two
May 28, 1985

These applications are directly related to applications being filed simultaneously herewith by which Hammel's Express, Inc. (Hammel's) seeks authority to purchase from Exhibitors the balance of Exhibitors general property authority.

The effect of the approval of both the Pitt-Ohio and Hammel's applications will be to authorize the transfer of all of the authority presently held by Exhibitors at Application Docket No. A-00024261, F. 23, subject to all of the restrictions presently applicable to that authority. In addition, you will note that there are contained in the scope of authority being purchased by Pitt-Ohio and Hammel's additional restrictions designed to eliminate any issue of duplicating rights. To the best of our knowledge, upon approval of these transactions, Exhibitors will not retain the right to provide any service that Pitt-Ohio and Hammel's will be able to provide under the authority proposed to be transferred.

The emergency temporary authority application and justification attached thereto set forth strong reasons why the immediate grant of emergency temporary authority pending Commission action on the permanent application is essential in this case. In brief, Exhibitors which has provided a substantial service for the shipping public in western Pennsylvania for more than 50 years, has been experiencing financial and other problems. As a result, it has been forced to reassess its situation and has concluded that it can no longer provide a complete general property service pursuant to its certificate. It anticipates that upon approval of this transaction, it will continue to provide a specialized service in connection with the transportation of film, dated commodities, frozen foods and other perishables, etc.

Because of its problems, Exhibitors has curtailed to some extent its present operations and as a result Pitt-Ohio has been receiving substantial requests for transportation service from the shipping public in the involved territory. These requests have accelerated in recent months and in the opinion of Pitt-Ohio, there is now an immediate and urgent need for the continuation of Exhibitors service.

As shown in more detail in the justification attached to the emergency temporary authority application, Pitt-Ohio is in excellent financial condition as demonstrated by the fact that it has placed the full consideration in escrow. In addition it has the terminal facilities, employees and expertise necessary to provide the proposed service. It is

Mr. Barry L. Ernst
Page Three
May 28, 1985

ready, willing and able to begin operations immediately under the Exhibitors authority upon approval of the emergency temporary authority application.

For all of the reasons set forth in the temporary authority applications and justification, the parties believe that the prompt approval of emergency temporary authority and thereafter regular temporary authority will be in the best interests of the transferor and transferee and, most importantly, the shipping public.

Accordingly, in view of the facts and circumstances set forth herein and in the emergency and regular temporary authority applications, it is respectfully requested that the processing and disposition of these applications be expedited and that they be presented to the Commission for action at its session scheduled for June 7, 1985.

Sincerely yours,

VUONO, LAVELLE & GRAY


John A. Vuono

nd
Enclosures
cc: Pitt-Ohio Express, Inc.

SEE INSTRUCTIONS ON BACK BEFORE PREPARING APPLICATION

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

MAY 28 1985

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

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

Application Docket No. A-00102471

right as a common carrier, described at Docket No. A-00024261

Folder No. issued to Exhibitors Service Company

Folder No. RECEIVED

for transportation of Property

A-102471 F.I. AM-E MAY 28 1985

TO THE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

The application of Pitt-Ohio Express, Inc.

SECRETARY'S OFFICE Public Utility Commission

respectfully represents.

1. That the business address of applicant is:

26th & A.V.R.R.

Pittsburgh

(Street and number)

(City)

Allegheny

PA 15222

(County)

(State)

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

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

(Name)

(Address)

15219

3. That applicant is 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)

19 and with the Prothonotary of County on

(Month and day)

(County)

(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:

APPE: A-102471 F.I. AM-E + F Pending County

City Address,

COMPL: ✓

MVIC: ✓

CHECKED BY: MW

DOCKETED

APPLICATION DOCKET

JUN 5 1985

DOCUMENT FOLDER

ENTRY No. MW

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 attached hereto as Supplement to Paragraph 3) the day of 19 2310 Grant Bldg.

4. That applicant designates John A. Vuono, Esq.; Vuono, Lavelle & Gray; 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

Seating Capacity

Trucks

No.

Gross Weight

Tractors

No.

Gross Weight

Semi-trailers

No.

Gross Weight

Four-wheel trailers

No.

Gross Weight

F.I. AMENDMENT I

*See Supplement to Paragraph 11 setting forth the portion of the authority of Exhibitors Service Company proposed to be purchased.

ORIGINAL

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
"Common" or "Contract" 1983 and 1984
 Balance Sheets (Statement of Assets and Liabilities) as of December 31, 1983, and Income Statements
1983 and 1984
 (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, ¹ a portion of
"Common" or "Contract" the service authorized in the certificates or permits issued to Exhibitors Service Company, as follows:
Transferor
 (See instructions, Paragraph 4.) (See Supplement to Paragraph 11)

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 \$ 65,000.00. That the consideration was determined as follows: By means of arms-length negotiations over a period of time.

That the consideration will be paid as follows: The entire consideration has been placed in escrow and will be delivered to Transferor 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 Exhibitors Service 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.

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 Exhibitors Service 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.

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 (Certificate of public convenience or permit), 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 24th day of May 1985

BY: Charles L. Hammel, III (If partnership, each partner must sign)
Charles L. Hammel, III, President

Transferor sign here EXHIBITORS SERVICE COMPANY

Signed and dated this 24th day of May 1985

BY: George Callahan, III (If partnership, each partner must sign)
George Callahan, III, President

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF ALLEGHENY } ss:

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 24th day of May, 1985.

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 }
COUNTY OF ALLEGHENY } ss:

Personally appeared before me, a Notary in and for said County and Commonwealth George Callahan, III President of Transferor which is the transferor 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. (Name of transferee) 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 24th day of May, 1985.

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.

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, 1983, 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 11

PITT-OHIO EXPRESS, INC.

AUTHORITY TO BE PURCHASED FROM
EXHIBITORS SERVICE COMPANY

- (A) To transport as a Class D carrier, property, from points in the county of Allegheny to other points in Pennsylvania beyond the county of Allegheny, and vice versa.

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 commodities in bulk.
3. That no right, power or privilege is granted to transport shipments of iron or steel and iron or steel articles weighing in excess of ten thousand (10,000) pounds.
4. That no right, power or privilege is granted to transport commodities which, because of size or weight, require the use of special equipment or special handling.
5. That no right, power or privilege is granted to transport property for Hershey Foods Corp. and its subsidiaries, H. B. Reese Co., San Giorgio Macaroni, Inc., and Y & S Candies, Inc., from the township of Derry, Dauphin County, the city of Lebanon and the township of North Cornwall, Lebanon County, and the township of East Hempfield, Lancaster County, to points in Pennsylvania, and vice versa.
6. That no right, power or privilege is granted to transport property from points in Allegheny County to points within an airline distance of twenty-five (25) miles of the City-County Building in the city of Pittsburgh and vice versa.
7. That no right, power or privilege is granted to transport property from points in the county of Allegheny to points in the counties of Indiana, Clearfield, Cambria, Blair, Huntingdon, Somerset, Bedford, Lebanon, Berks, Lancaster, Beaver, Crawford, Erie, Fayette, Lawrence, Mercer, Venango, Washington and Westmoreland, and vice versa.

8. That no right, power or privilege is granted to transport limestone and limestone products for J. E. Baker Company, from 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.
9. That no right, power or privilege is granted to transport property, from the facilities of American Home Foods Division of American Home Products Corp. located in the township of Turbot and the borough of Milton, Northumberland County, to points in Pennsylvania, and vice versa.
10. That no right, power or privilege is granted to transport motion picture films and accessories, dry ice, newspapers, magazines, and meat, meat products, meat by-products, dairy products, articles distributed by meat packing houses and such commodities as are used by meat packers in the conduct of their business.
11. That no right, power or privilege is granted to transport frozen and perishable foods, fresh fruits and vegetables, perishable non-food commodities in temperature controlled vehicles, from points in Allegheny County to points within 150 miles of the limits of Allegheny County.
12. That no right, power or privilege is granted to provide service (a) to or from the facilities of Dauphin Distribution Services Company in Cumberland County and Exhibitors Service Company in Allegheny County; (b) for Speciality Ladyfingers, Inc. to or from Perry County; (c) for Standard Brands, Inc., Armour and Company, Swift and Company, The Best Foods, Inc., Fairmont Creamery Company, Grennan Bakery Company, Seven Baker Brothers Company, and Highway Express Lines, Inc.; (d) for the Commonwealth of Pennsylvania to or from the Rockview Penitentiary in the County of Centre; (e) for Sears, Roebuck & Company and Montgomery Ward and Company in connection with the transportation of catalogs from the City of Pittsburgh.

EXHIBITS A AND B

PITT-OHIO EXPRESS, INC.

COMPARATIVE FINANCIAL STATEMENTS - UNAUDITED

FOR THE

YEARS ENDED DECEMBER 31, 1984 AND 1983

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, 1984 and 1983, 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
March 12, 1985

EXHIBIT "A"

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

<u>ASSETS</u>	December 31,	
	1984	1983
<u>CURRENT ASSETS</u>		
Cash in Bank	\$ 572,521	\$ 129,490
Accounts Receivable - Customers	541,369	369,405
Accounts Receivable - Other	1,421	1,325
Prepaid Items	107,925	88,778
Material & Supplies	33,947	11,427
<u>TOTAL CURRENT ASSETS</u>	<u>1,257,183</u>	<u>600,425</u>
<u>FIXED ASSETS AT COST</u>		
Revenue Equipment - C - D	1,770,872	988,441
Miscellaneous & Office Equipment	61,045	20,586
	1,831,917	1,009,027
Less: Allowance for Depreciation	631,343	273,065
	<u>1,200,574</u>	<u>735,962</u>
<u>OTHER ASSETS</u>		
Deferred Interest	48,351	None
Franchises & Organization Costs - E - F	119,638	110,013
	167,989	110,013
Less: Allowance for Amortization	91,173	71,076
	<u>76,816</u>	<u>38,937</u>
<u>TOTAL ASSETS</u>	<u>\$ 2,534,573</u>	<u>\$ 1,375,324</u>
<u>LIABILITIES AND SHAREHOLDERS' EQUITY</u>		
<u>CURRENT LIABILITIES</u>		
Equipment Obligations - C	\$ 281,492	\$ 96,847
Accounts Payable	262,878	195,365
Interline Accounts Payable	2,709	5,221
Payroll Deductions	18,992	8,883
Accrued Salaries & Wages	52,038	54,283
C.O.D.'s Payable	None	788
Accrued Taxes	23,099	18,354
Other Accrued Liabilities	127,312	72,579
Federal & State Income Taxes	176,324	80,619
<u>TOTAL CURRENT LIABILITIES</u>	<u>944,844</u>	<u>532,939</u>
<u>LONG-TERM DEBT</u>		
Equipment Obligations - Long-term - C	362,179	158,909
Note Payable - Other - D	194,564	80,000
<u>TOTAL LONG-TERM DEBT</u>	<u>556,743</u>	<u>238,909</u>
<u>SHAREHOLDERS' EQUITY</u>		
Common Stock	50,000	50,000
Retained Earnings	982,986	553,476
<u>TOTAL SHAREHOLDERS' EQUITY</u>	<u>1,032,986</u>	<u>603,476</u>
<u>TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY</u>	<u>\$ 2,534,573</u>	<u>\$ 1,375,324</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>INCOME</u>	<u>December 31,</u>	
	<u>1984</u>	<u>1983</u>
Freight Revenue	\$ 6,844,553	\$ 3,631,403
C.O.D. Fees	8,167	4,828
<u>TOTAL REVENUE</u>	<u>6,852,720</u>	<u>3,636,231</u>
<u>EXPENSES</u>		
Salaries - Officers	147,000	117,000
Salaries & Wages	2,078,708	1,026,122
Other Fringes	554,028	253,147
Operating Supplies & Expenses	1,210,487	559,629
General Supplies & Expenses	177,389	88,027
Operating Taxes & Licenses	135,987	74,197
Insurance	129,480	73,685
Communications & Utilities	119,735	58,635
Depreciation & Amortization	378,375	210,654
Equipment Rents & Purchased Transportation	1,028,563	686,352
Building & Office Equipment Rents	115,433	49,630
Gains on Operating Assets	(3,833)	None
Miscellaneous Expenses	20,010	20,135
<u>TOTAL EXPENSES</u>	<u>6,091,362</u>	<u>3,217,213</u>
<u>NET OPERATING REVENUE</u>	<u>761,358</u>	<u>419,018</u>
<u>OTHER INCOME & EXPENSES</u>		
Interest Income	25,527	8,731
Interest Expense	(45,301)	(7,667)
<u>NET PROFIT BEFORE INCOME TAXES</u>	<u>741,584</u>	<u>420,082</u>
Federal & State Income Taxes	306,724	144,712
<u>NET INCOME</u>	<u>434,860</u>	<u>275,370</u>
<u>RETAINED EARNINGS - BEGINNING OF YEAR</u>	<u>553,476</u>	<u>289,685</u>
Officers' Life Insurance Premiums	(8,090)	(8,827)
Prior Period Adjustment	2,740	(2,752)
<u>RETAINED EARNINGS - END OF YEAR</u>	<u>\$ 982,986</u>	<u>\$ 553,476</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>1984</u>	<u>1983</u>
Net Income	\$ 434,860	\$ 275,370
Depreciation of Fixed Assets	358,278	190,419
Amortization of Organization Expense	97	235
Amortization of Operating Rights	20,000	20,000
	<hr/>	<hr/>
<u>WORKING CAPITAL PROVIDED FROM OPERATIONS</u>	813,235	486,024
Additions to Long-term Debt	577,749	365,527
Prior Period Adjustment	2,740	None
Decrease in Working Capital	None	None
	<hr/>	<hr/>
	<u>\$ 1,393,724</u>	<u>\$ 851,551</u>
<u>APPLICATION OF WORKING CAPITAL</u>		
Additions to Deferred Interest	\$ 48,351	\$ None
Officers' Life Insurance Premiums	8,090	8,827
Prior Period Adjustment	None	2,752
Additions to Franchises	9,625	8,840
Additions to Property, Plant & Equipment	822,890	609,761
Current Maturity of Long-term Debt	259,915	155,294
Increase in Working Capital	244,853	66,077
	<hr/>	<hr/>
	<u>\$ 1,393,724</u>	<u>\$ 851,551</u>
<u>CHANGES IN WORKING CAPITAL</u>		
Increases (Decreases) in Current Assets		
Cash	\$ 443,031	\$ 52,179
Notes & Accounts Receivable	172,060	218,201
Other Current Assets	41,667	73,519
	<hr/>	<hr/>
	656,758	343,899
Decreases (Increases) in Current Liabilities		
Notes Payable	(184,645)	(82,511)
Accounts Payable	(67,513)	(89,997)
Federal & State Income Taxes	(95,705)	(62,234)
Other Current Liabilities	(64,042)	(43,080)
	<hr/>	<hr/>
	(411,905)	(277,822)
<u>NET INCREASE (DECREASE) IN WORKING CAPITAL</u>	<u>\$ 244,853</u>	<u>\$ 66,077</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, 1984 AND 1983

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 annual rentals amounting to \$202,152 and \$131,340 for 1984 and 1983, respectively.

The Corporation also leases terminal facilities with annual rentals amounting to \$91,877 and \$43,769 for 1984 and 1983, respectively.

The Corporation also leases certain computer hardware and software with annual rentals amounting to \$23,556 and \$5,860 for 1984 and 1983, respectively.

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>
Charles L. Hammel, Jr.	\$ 5,737.06	\$ 48,529	\$ 105,023
Xerox	199.58	2,195	None
Mack Financial	1,255.62	15,067	12,556
Mack Financial	6,564.29	78,772	59,079
Mack Financial	4,444.02	53,328	71,104
Mack Financial	2,746.04	32,952	38,445
Mack Financial	2,796.47	33,558	50,336
Mack Financial	1,424.22	17,091	25,636
	<u>\$ 25,167.30</u>	<u>\$ 281,492</u>	<u>\$ 362,179</u>

See Accountants' Review Report.

PITT-OHIO EXPRESS, INC.
NOTES TO FINANCIAL STATEMENTS - UNAUDITED
FOR THE YEARS ENDED DECEMBER 31, 1984 AND 1983

NOTE D - NOTES PAYABLE

The debt due is subject to interest at 12% for 1984 and 1983.

	<u>1984</u>		<u>1983</u>	
	<u>Current</u>	<u>Long-Term</u>	<u>Current</u>	<u>Long-Term</u>
Charles L. Hammel, Jr.	\$ None	\$ 45,450	\$ None	\$ None
Capp Express, Inc.	None	None	None	80,000
Shareholders	<u>None</u>	<u>149,114</u>	<u>None</u>	<u>None</u>
<u>Total</u>	<u>\$ None</u>	<u>\$ 194,564</u>	<u>\$ None</u>	<u>\$ 80,000</u>

The money owed to Capp Express, Inc. was distributed to Capp Express, Inc.'s shareholders as a part of a dissolution distribution at December 31, 1984.

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.

NOTE G - LINE OF CREDIT

The Corporation has established a line of credit with Mellon Bank, N.A. consisting of \$200,000 for working capital and a \$500,000 equipment line of credit for new and used equipment dated August 23, 1984. Any loans will be subject to certain terms, conditions, security and aggregate balances in accordance with the agreements.

See Accountants' Review Report.

E. BUYER desires to begin operating under the portion of the operating rights which are the subject of this agreement as soon as possible in order to continue to perform adequate and continuous service to the public. For this reason, the parties have made provision in this agreement for the temporary use by BUYER of the operating rights, pending PUC action on the permanent application. Accordingly, BUYER will promptly file with the PUC applications for emergency temporary authority and regular temporary authority for BUYER to operate the portion of the PUC rights of SELLER which are the subject of this agreement, pending action by the PUC on the permanent application (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. SELLER will sell to BUYER and BUYER 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. A-00024261, as set forth on Appendix A hereto, subject to the conditions contained therein (herein called "the operating rights").

2. Price and Payment. BUYER will pay to SELLER for the operating rights the total sum of Sixty-Five Thousand (\$65,000) Dollars (herein called "the escrow fund"), which sum has been deposited in escrow and will be held and disposed of in accordance with the provisions of paragraph 3 below.

3. Escrow Fund.

3.1 Escrow Agents. The escrow fund provided for in paragraph 2 will be deposited in escrow with Thomas M. Mulroy, the attorney for SELLER, and John A. Vuono, the attorney for BUYER (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 discretion 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. If the transaction is consummated in accordance with this agreement, any interest earned on the escrow fund shall be divided equally between BUYER and SELLER and delivered by the escrow agents to the respective parties on the final closing date. If the transaction is

not consummated, any interest earned on the escrow fund shall be disposed of in accordance with subparagraphs 3.4 and 3.5.

3.4 Disposition of Escrow Fund.

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

(b) The escrow fund and all interest earned thereon shall be returned promptly to BUYER by the escrow agents if the transaction is not consummated as a result of the denial of approval of the permanent application by the PUC or if the agreement is terminated or nullified pursuant to the terms hereof.

(c) In the event the permanent application is approved by the PUC and either party refuses to consummate the transaction, the escrow fund and any interest earned thereon shall be disposed of in accordance with the provisions of subparagraph 3.5.

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

(a) By BUYER. If BUYER refuses to consummate the transaction in accordance with the terms of this agreement, the sum of Six Thousand Five Hundred (\$6,500) Dollars,

and any interest earned thereon, 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 by the escrow agents to the SELLER to be retained by SELLER as liquidated damages. The balance of the escrow fund and any interest earned thereon shall be returned to BUYER. 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, BUYER shall have the option to terminate the 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 and all interest earned thereon shall be promptly delivered to BUYER.

In the alternative, if the aforesaid option is not exercised by BUYER, BUYER shall have the right to exercise against SELLER all rights which BUYER 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 BUYER 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 BUYER.

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 thirty (30) days after the execution of this agreement:

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

4.2 BUYER will file with the PUC applications seeking emergency temporary authority and regular temporary authority for BUYER to use the operating rights pending action on the permanent application by the PUC.

BUYER 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.

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

Counsel for BUYER will prepare the necessary permanent and temporary authority applications.

BUYER shall pay all filing fees in connection with the filing of the applications. Each party shall bear the expenses of its legal counsel, its accountants and other witnesses.

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 not and on the final closing date will not be subject to any liens, encumbrances, security interests or claims of any kind; and that there are and on the final closing date will be no actions at law or equity, nor any proceedings before any agency pending or threatened against SELLER to revoke, suspend or otherwise restrict the operating authority.

In the event the foregoing warranties and representations are breached or prove to be inaccurate and false, the escrow fund and all interest earned thereon shall, at the option of BUYER, be returned promptly to BUYER. 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 final orders denying either or both of the temporary authority applications, the parties will proceed to prosecute the permanent application and this agreement and all of its applicable terms and conditions shall remain in full force and effect.

7. Temporary Authority. In the event the PUC approves the emergency temporary authority and/or regular temporary authority applications, SELLER agrees to permit BUYER to use

the operating rights pursuant to the following terms and conditions:

7.1 Consideration. BUYER agrees to pay to SELLER as consideration for the use of 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 used, BUYER shall bear all costs and expenses incurred in connection with the use of the operating rights.

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

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

In the event of approval of the permanent application, the temporary authority operation shall terminate upon consummation of the permanent transaction.

In the event of the denial of the permanent application, the right of BUYER to use the operating rights shall terminate

upon the date BUYER returns the operating rights to SELLER as required by a final order of the PUC and in accordance with the terms of this agreement.

8. Denial of the Permanent Application. If the PUC, by its final order, should deny approval of the permanent application, this agreement shall terminate. In such event, the parties shall have no further rights or obligations under this agreement.

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

9. Approval of Permanent Application Subject to Restrictions. If the PUC, by its final order, approves the permanent application, subject to conditions which restrict, delete or cancel any of the operating rights or limit the use of the operating rights by BUYER in any way, other than as set forth in the restrictions contained in Appendix A, BUYER shall have the option to declare this agreement null and void and forthwith terminate the agreement by giving SELLER written notice thereof within twenty (20) days after the service date of any such orders. In the absence of the exercise of the aforesaid option, 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.

10. Appeals. In the event the PUC, by its final order, should deny the permanent application or grant the permanent application subject to conditions of the type set forth in paragraph 9, either party may seek judicial review of those orders to the extent available.

In the event that either party elects to seek judicial review, the termination provisions set forth in paragraphs 8 and 9 above shall not become effective until the exhaustion of such judicial remedies. In such event, if the final order of the PUC denying the permanent application is sustained by the court, this agreement shall be terminated in accordance with paragraph 8. If the final order of the PUC approving the permanent application, subject to conditions, is sustained by the court, BUYER may exercise the right to terminate as set forth in paragraph 9 within twenty (20) days after the service of the order or judgment of the last Court of Review.

If either 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 application, specifically (a) in the case of the denial of the application, 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 applications, the effective date of the order of approval unless stayed by the PUC or by a court.

11. No Assumption of Liabilities. This agreement involves only the purchase of operating rights by BUYER from SELLER. Accordingly, BUYER does not assume any claims, debts, causes of action, judgments or other liabilities or obligations of SELLER by reason of this agreement.

12. SELLER's Representations and Warranties. SELLER represents and warrants as follows:

12.1 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.

12.2 SELLER's Certificate of Public Convenience evidencing the operating rights is 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.

12.3 The operating rights are not subject to any prior claims, options to purchase, agreements of sale or other contracts or obligations of purchase and SELLER will not enter

into any such contractual arrangements prior to the final closing date.

12.4 The Board of Directors of SELLER has, by proper resolution, 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 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 BUYER within ten (10) days after the date of execution of this agreement.

12.5 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.

In the event of any default by SELLER in the terms of this paragraph or any other provisions of this agreement, BUYER shall have the option either to declare this agreement null and void by giving SELLER written notice of termination or to exercise against SELLER all of BUYER's available remedies hereunder.

13. BUYER's Representations and Warranties. BUYER represents and warrants as follows:

13.1 BUYER 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.

13.2 The Board of Directors of BUYER and, if necessary, the shareholders of BUYER have, by proper resolution, 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. A certified copy of the aforesaid resolution of the Board of Directors of BUYER and any requisite resolution of the shareholders of BUYER shall be delivered to SELLER within ten (10) days after request therefor is received from SELLER.

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

In the event of any default by BUYER in the terms of this paragraph or any other provisions of this agreement, SELLER shall have the option either to declare this agreement null and void by giving BUYER written notice of termination or to exercise against BUYER all of SELLER's available remedies hereunder.

14. Employee Relations. This agreement involves the sale of only operating rights, a partial asset only, and the parties agree that BUYER is not a successor employer to SELLER and has no obligation to hire any employees or to assume any labor agreements or employee obligations of SELLER.

SELLER acknowledges that BUYER has 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 of or in behalf of any employees or former employees of SELLER which may arise from or be related to events which occurred on or prior to the temporary authority closing date.

SELLER agrees, represents and warrants as follows:

14.1 There are no labor disputes, grievances, or unfair labor practice charges, discrimination in employment charges or other claims on behalf of employees of SELLER pending or threatened by any individual employee, group of employees or employee labor organization which will adversely affect BUYER or BUYER's rights under this agreement.

14.2 SELLER assumes liability for the payment for all periods prior to the temporary authority closing date of 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, but 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 and such costs shall be considered the obligations of SELLER.

14.3 SELLER will discharge any obligations it may have under the National Labor Relations Act or any labor agreements to notify any labor unions 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.

14.4 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.

14.5 To the best of SELLER's knowledge, it has complied with all federal, state and local laws and regulations relating to the employment of persons and will continue to do so.

14.6 To the best of SELLER's knowledge, 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.

14.7 In the event the transaction contemplated by this agreement 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 the operations or employees of SELLER, whether arising out of this transaction or otherwise, and that BUYER and any companies affiliated with BUYER and the shareholders, successors or assigns of BUYER, and any companies affiliated with BUYER, do not assume any withdrawal liability of SELLER.

14.8 SELLER will be solely responsible for any obligations, claims or other adverse consequences to BUYER 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 BUYER in connection therewith, provided SELLER is promptly advised of such obligations and is given an opportunity to defend against such obligations.

14.9 SELLER agrees to indemnify and hold harmless BUYER from any liabilities, causes of action, suits or other claims arising under the terms of this paragraph, including reasonable fees and expenses incurred in defending against any such claims.

15. 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 temporary authority closing date will be the obligation of SELLER. Any general assessments applicable to periods subsequent to the aforesaid date shall be the obligation of BUYER. 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 application, SELLER agrees to promptly pay any such assessments. In the event any such assessments are not paid by SELLER, BUYER shall have the right to advance such payments to the PUC. Any such advanced payments shall be considered as adjustments to the purchase price and shall be deducted from the consideration due SELLER as provided in paragraph 2. In such case, on the final closing date, the escrow agents shall reimburse BUYER for the total amount of such advanced payments from the escrow fund.

16. 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.

17. No Broker's Fees or Commissions. BUYER and SELLER agree that to the best of their knowledge there are no claims for any finder's fees or broker's commission 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.

18. 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 BUYER's obligations under this agreement:

18.1 The approval of the permanent application by the issuance of a final order of the PUC, subject to the terms and conditions of this agreement.

18.2 On the final closing date, the warranties and representations of SELLER as set forth herein have been fulfilled.

In the event any of the aforesaid warranties and representations are not met, BUYER 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 all interest earned thereon and any other payments made pursuant to this agreement shall be returned promptly to BUYER. 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.

19. Survival of Representations and Warranties. All provisions in this agreement applicable to BUYER 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 BUYER to purchase the operating rights. BUYER acknowledges 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.

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

20.1 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 of the PUC, approving the permanent application or the thirtieth (30th) such day if no other day is selected. The transaction shall be consummated on the final closing date. The closing will be held at a time of day and place mutually agreed upon by the parties.

20.2 The temporary authority closing date is the day on which BUYER begins using 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 by the PUC approving the first

temporary application or the twentieth (20th) such day if no other day is selected.

21. 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.

22. 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:

Mr. George Callahan, III
President
Exhibitors Service Company
85 Helen Street
McKees Rocks, PA 15136

BUYER:

Mr. Charles L. Hammel, III
President
Pitt-Ohio Express, Inc.
26th & A.V.R.R.
Pittsburgh, PA 15222

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

Thomas M. Mulroy, Esq.
Pillar and Mulroy, P.C.
Suite 700
312 Boulevard of the Allies
Pittsburgh, PA 15222
Attorney for SELLER

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

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.

23. 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.

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

25. 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.

EXHIBITORS SERVICE COMPANY

By: G. F. Callahan III
George Callahan, III
President

PITT-OHIO EXPRESS, INC.

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

APPENDIX A

PITT-OHIO EXPRESS, INC.

AUTHORITY TO BE PURCHASED FROM
EXHIBITORS SERVICE COMPANY

(A) To transport as a Class D carrier, property, from points in the county of Allegheny to other points in Pennsylvania beyond the county of Allegheny, and vice versa.

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 commodities in bulk.
3. That no right, power or privilege is granted to transport shipments of iron or steel and iron or steel articles weighing in excess of ten thousand (10,000) pounds.
4. That no right, power or privilege is granted to transport commodities which, because of size or weight, require the use of special equipment or special handling.
5. That no right, power or privilege is granted to transport property for Hershey Foods Corp. and its subsidiaries, H. B. Reese Co., San Giorgio Macaroni, Inc., and Y & S Candies, Inc., from the township of Derry, Dauphin County, the city of Lebanon and the township of North Cornwall, Lebanon County, and the township of East Hempfield, Lancaster County, to points in Pennsylvania, and vice versa.
6. That no right, power or privilege is granted to transport property from points in Allegheny County to points within an airline distance of twenty-five (25) miles of the City-County Building in the city of Pittsburgh and vice versa.
7. That no right, power or privilege is granted to transport property from points in the county of Allegheny to points in the counties of Indiana, Clearfield, Cambria, Blair, Huntingdon, Somerset, Bedford, Lebanon, Berks, Lancaster, Beaver, Crawford, Erie, Fayette, Lawrence, Mercer, Venango, Washington and Westmoreland, and vice versa.

8. That no right, power or privilege is granted to transport limestone and limestone products for J. E. Baker Company, from 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.
9. That no right, power or privilege is granted to transport property, from the facilities of American Home Foods Division of American Home Products Corp. located in the township of Turbot and the borough of Milton, Northumberland County, to points in Pennsylvania, and vice versa.
10. That no right, power or privilege is granted to transport motion picture films and accessories, dry ice, newspapers, magazines, and meat, meat products, meat by-products, dairy products, articles distributed by meat packing houses and such commodities as are used by meat packers in the conduct of their business.
11. That no right, power or privilege is granted to transport frozen and perishable foods, fresh fruits and vegetables, perishable non-food commodities in temperature controlled vehicles, from points in Allegheny County to points within 150 miles of the limits of Allegheny County.
12. That no right, power or privilege is granted to provide service (a) to or from the facilities of Dauphin Distribution Services Company in Cumberland County and Exhibitors Service Company in Allegheny County; (b) for Speciality Ladyfingers, Inc. to or from Perry County; (c) for Standard Brands, Inc., Armour and Company, Swift and Company, The Best Foods, Inc., Fairmont Creamery Company, Grennan Bakery Company, Seven Baker Brothers Company, and Highway Express Lines, Inc.; (d) for the Commonwealth of Pennsylvania to or from the Rockview Penitentiary in the County of Centre; (e) for Sears, Roebuck & Company and Montgomery Ward and Company in connection with the transportation of catalogs from the City of Pittsburgh.

APPLICATION OF
PITT-OHIO EXPRESS, INC.

EXHIBIT D

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

Upon consummation of this transaction, Transferor will receive total cash at closing of \$65,000 as consideration for the sale of a portion of its Pennsylvania intrastate operating authority to Transferee. It is anticipated that Transferee will use such a portion of those funds as may be required to satisfy any unpaid business debts as they mature.

In addition, Transferor will continue to operate under the authority being retained and anticipates that it will be in a position to meet its obligations on a current basis.

EXHIBIT E

TRANSFEROR'S GROSS OPERATING REVENUES

1982	-	\$ 304,567
1983	-	141,159
1984	-	37,522

EXHIBIT C

AGREEMENT

BETWEEN

EXHIBITORS SERVICE COMPANY (SELLER)

AND

PITT-OHIO EXPRESS, INC. (BUYER)

DATED

MAY 24, 1985

Thomas M. Mulroy, Esq.
Pillar and Mulroy, P.C.
Suite 700
312 Boulevard of the Allies
Pittsburgh, PA 15222
Attorney for SELLER

John A. Vuono, Esq.
VUONO, LAVELLE & GRAY
2310 Grant Building
Pittsburgh, PA 15219
Attorney for BUYER

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AGREEMENT

THIS AGREEMENT is made this 24th day of May, 1985 between EXHIBITORS SERVICE COMPANY (SELLER), a Pennsylvania corporation having an office at 85 Helen Street, McKees Rocks, PA 15136, and PITT-OHIO EXPRESS, INC. (BUYER), a Pennsylvania corporation having an office at 26th Street and A.V.R.R., Pittsburgh, PA 15222.

I. PREMISES

A. SELLER is a motor common carrier of property and holds a certificate of public convenience issued by the Pennsylvania Public Utility Commission (PUC) at Docket No. A-00024261 and folders thereto.

B. BUYER is a motor common carrier of property holding a certificate of public convenience issued by the PUC at Docket No. A-00102471 and folders thereto.

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

D. The transaction will also require the prior approval of the PUC. SELLER and BUYER will file and diligently prosecuting an application 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 application").

Form C
PENNSYLVANIA PUBLIC UTILITY COMMISSION
BUREAU OF NON-RAIL TRANSPORTATION

MAY 28 1985

C. 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)

SECRETARY'S OFFICE
Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17120
A-102471
E.L.A.M.-F

1. Pitt-Ohio Express, Inc.
(Name of applicant) (Trade name, if any)
26th & A.V.R.R. Pittsburgh 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 Supplement to Paragraph 2)

* 3. Applicant requests authority for 30 days to provide service as a common or _____ contract 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 operating authority of Exhibitors Service Company set forth in Appendix A to Exhibit C which is a copy of the agreement of sale
In support of this request, applicant states: attached hereto.

4. It [] has [X] 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.

5. It [X] 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 [X] 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 to transfer the operating rights is being submitted concurrently.

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 [X] 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 [X] has not opposed any other carrier's application for authority to perform the service here proposed; and/or [] does [X] 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 [X] 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.

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)

DOCUMENT
FOLDER

DOCKETED
APPLICATION DOCKET
JUN 5 1985
ENTRY No. MW

*Simultaneously, applicant is filing a corresponding application seeking permanent authority. Applicant requests that the regular temporary authority application be granted for such period of time as the Commission may require to act on the corresponding permanent application.

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 justification in support of the application attached hereto as Supplement to Paragraph 12) (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 24th day of May, 19 85

PITT-OHIO EXPRESS, INC.

Applicant sign here BY: Charles L. Hammel, III
Charles L. Hammel, III
SS: President

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

Personally appeared before me, a Notary Public 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

24th day of May, 19 85

Catherine Stein
(Signature of official authorized to administer oaths)

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

1. Applicant's Account No. _____

SUPPLEMENT TO PARAGRAPH 2

Filed this _____ day

, A.D. 19

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

Filing Fee: \$75

A18-7

Commonwealth of Pennsylvania
Department of State

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 advertisements

SUPPLEMENT TO PARAGRAPH 12

Before the
PENNSYLVANIA PUBLIC UTILITY COMMISSION

DOCKET NO. A-00102471, F. ____

PITT-OHIO EXPRESS, INC. (TRANSFEREE) --
EXHIBITORS SERVICE COMPANY (TRANSFEROR)

JUSTIFICATION IN SUPPORT OF APPLICATIONS
FOR EMERGENCY AND REGULAR TEMPORARY AUTHORITY

This justification is attached to the applications for emergency and regular temporary authority filed by Pitt-Ohio Express, Inc. (Pitt-Ohio) which seeks authority to purchase a portion of the Pennsylvania intrastate operating authority of Exhibitors Service Company (Exhibitors) and sets forth additional facts and circumstances in support of the temporary authority applications.

Exhibitors has been providing a valuable transportation service in connection with the movement of general property and film, dated and perishable commodities between points in Pennsylvania under operating authority issued by this Commission and held at Docket No. A-00024261. Exhibitors is one of the oldest existing motor carriers in Pennsylvania and has provided continuous and uninterrupted service for

the shipping public in Pennsylvania for more than 50 years. It continues to provide that service at the present time.

Exhibitors has experienced some financial problems in recent years which has caused it to reassess its current situation. As a result, Exhibitors has reached a decision to sell its general property authority and to concentrate on providing a specialized service in connection with the movement of film, dated commodities, frozen and perishable foods, etc. Exhibitors believes that there is a substantial need for a carrier in the western Pennsylvania area which is dedicated to providing a specialized service in connection with these commodities.

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 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 Exhibitors. 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 Exhibits A and B a comparative financial statement consisting of balance sheets for the years ended December 31, 1983 and 1984 and income statements for the twelve-month periods ending December 31, 1983 and 1984. Those statements show that as of December 31, 1984 Pitt-Ohio had \$572,521 in cash on hand and that its total shareholders' equity as of that date was \$1,032,986.

Pitt-Ohio's operations have been consistently profitable. As shown, in 1983 on total gross revenues of \$3,636,231, Pitt-Ohio's net profit before income taxes was \$420,082. During 1984, the company had gross revenue of \$6,852,720 on which its net profit before income taxes was \$741,584.

Pitt-Ohio is intimately familiar with the Pennsylvania areas involved in this application, the type of traffic formerly handled by Exhibitors 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.

On May 24, 1985 Pitt-Ohio entered into an agreement with Exhibitors to purchase the portion of Exhibitors Pennsylvania intrastate operating authority set forth in Appendix A to the agreement of sale attached hereto as Exhibit C. The purchase price for the operating authority is Sixty-Five Thousand (\$65,000) Dollars, all of which has been placed in escrow and will be paid in cash to Exhibitors on the final closing date pursuant to PUC approval.

Simultaneously with the execution of the agreement with Pitt-Ohio, Exhibitors entered into an agreement with Hammel's Express, Inc. to sell the balance of its general property authority for Twenty Thousand (\$20,000) Dollars. The

total consideration applicable to the Hammel's transaction has also been placed in escrow and will be paid in cash to Exhibitors on the final closing date pursuant to PUC approval.

A review of the authority sought to be transferred indicates that it contains a number of restrictions which were applicable to the authority when issued to Exhibitors. Several other restrictions have been added in order to avoid any duplicating rights issue. To the best of our knowledge, Exhibitors will not be retaining any authority that is proposed to be transferred to Pitt-Ohio.

As indicated above, because of the nature of its existing operations, Pitt-Ohio has received substantial and continuous requests for service from the shipping public beyond the scope of its existing rights. Specifically, Pitt-Ohio has received requests for service from the Allegheny County area to the territory authorized to be served under the rights proposed to be purchased from Exhibitors. Obviously, it has not been able to participate in this business because of the impediments in its operating authority. Pitt-Ohio has indicated that requests for service have been increasing and that in order to provide a complete service for the shipping public it must expand its operations into the Exhibitors area.

As indicated, Exhibitors has been experiencing financial problems and is not in a position to continue to provide a

viable service in connection with the movement of general property in the territory authorized to be served under the rights proposed to be purchased by Pitt-Ohio. Obviously, if Exhibitors is forced to further curtail its service, the result will be to create an even greater demand for service by the shipping public in the involved territory. For these reasons, the parties are filing applications for emergency temporary authority and long-term temporary authority pending action by the Commission on the corresponding permanent application. It is imperative that there be no break in service and that a viable carrier such as Pitt-Ohio be authorized to serve the shipping public in the same manner as Exhibitors has provided a valuable service for so many years.

For all of these reasons, it is important that operations be instituted by Pitt-Ohio at the earliest possible time. At the present time, it takes approximately six weeks from the date of filing for a permanent application to be published in the Pennsylvania Bulletin, assuming there are no problems. Thereafter interested parties generally have approximately three weeks to file protests. Assuming the transfer proceeding is unopposed, it normally takes the Commission a minimum of four to six weeks to prepare the necessary recommendations to the Commission, for the matter to be assigned for action at a public session and for an order of approval to be issued. Thereafter, it normally

takes the parties some additional time to comply with the order. Thus, conservatively, it will take a minimum of four months and more than likely six months for the Commission to process and dispose of the permanent transfer application.

As is well known in the transportation business, large portions of traffic move between May 1 and November 1. Unless emergency temporary authority is granted, Pitt-Ohio will not be able to provide service under the Exhibitors rights until well beyond November 1. In view of all the facts and circumstances set forth herein, it is submitted that there are strong grounds for affirmative action on the temporary authority applications.

On the other hand, there is no indication that any party will be in any way prejudiced by the granting of temporary authority. Exhibitors has been providing service under the operating authority and there is no possible issue of dormancy or abandonment of the rights. The shipping public has indicated its need for the service by its continuing requests for service to Pitt-Ohio.

In sum, the facts and circumstances involved are persuasive that the failure to grant temporary authority will adversely affect the Transferor and the Transferee as well as the shipping public. On the other hand, prompt approval of the temporary applications will benefit all parties affected, most importantly the shipping public which requires the Pitt-Ohio service.

EXHIBITS A AND B

PITT-OHIO EXPRESS, INC.

COMPARATIVE FINANCIAL STATEMENTS - UNAUDITED

FOR THE

YEARS ENDED DECEMBER 31, 1984 AND 1983

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, 1984 and 1983, 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
March 12, 1985

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

<u>ASSETS</u>	December 31,	
	1984	1983
<u>CURRENT ASSETS</u>		
Cash in Bank	\$ 572,521	\$ 129,490
Accounts Receivable - Customers	541,369	369,405
Accounts Receivable - Other	1,421	1,325
Prepaid Items	107,925	88,778
Material & Supplies	33,947	11,427
<u>TOTAL CURRENT ASSETS</u>	<u>1,257,183</u>	<u>600,425</u>
<u>FIXED ASSETS AT COST</u>		
Revenue Equipment - C - D	1,770,872	988,441
Miscellaneous & Office Equipment	61,045	20,586
	1,831,917	1,009,027
Less: Allowance for Depreciation	631,343	273,065
	<u>1,200,574</u>	<u>735,962</u>
<u>OTHER ASSETS</u>		
Deferred Interest	48,351	None
Franchises & Organization Costs - E - F	119,638	110,013
	167,989	110,013
Less: Allowance for Amortization	91,173	71,076
	<u>76,816</u>	<u>38,937</u>
<u>TOTAL ASSETS</u>	<u>\$ 2,534,573</u>	<u>\$ 1,375,324</u>
<u>LIABILITIES AND SHAREHOLDERS' EQUITY</u>		
<u>CURRENT LIABILITIES</u>		
Equipment Obligations - C	\$ 281,492	\$ 96,847
Accounts Payable	262,878	195,365
Interline Accounts Payable	2,709	5,221
Payroll Deductions	18,992	8,883
Accrued Salaries & Wages	52,038	54,283
C.O.D.'s Payable	None	788
Accrued Taxes	23,099	18,354
Other Accrued Liabilities	127,312	72,579
Federal & State Income Taxes	176,324	80,619
<u>TOTAL CURRENT LIABILITIES</u>	<u>944,844</u>	<u>532,939</u>
<u>LONG-TERM DEBT</u>		
Equipment Obligations - Long-term - C	362,179	158,909
Note Payable - Other - D	194,564	80,000
<u>TOTAL LONG-TERM DEBT</u>	<u>556,743</u>	<u>238,909</u>
<u>SHAREHOLDERS' EQUITY</u>		
Common Stock	50,000	50,000
Retained Earnings	982,986	553,476
<u>TOTAL SHAREHOLDERS' EQUITY</u>	<u>1,032,986</u>	<u>603,476</u>
<u>TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY</u>	<u>\$ 2,534,573</u>	<u>\$ 1,375,324</u>

The accompanying footnotes are an integral part of these statements.

See Accountants' Review Report.

PITT-OHIO EXPRESS, INC.

COMPARATIVE STATEMENT OF INCOME AND RETAINED EARNINGS - UNAUDITED

<u>INCOME</u>	<u>December 31,</u>	
	<u>1984</u>	<u>1983</u>
Freight Revenue	\$ 6,844,553	\$ 3,631,403
C.O.D. Fees	8,167	4,828
<u>TOTAL REVENUE</u>	<u>6,852,720</u>	<u>3,636,231</u>
<u>EXPENSES</u>		
Salaries - Officers	147,000	117,000
Salaries & Wages	2,078,708	1,026,122
Other Fringes	554,028	253,147
Operating Supplies & Expenses	1,210,487	559,629
General Supplies & Expenses	177,389	88,027
Operating Taxes & Licenses	135,987	74,197
Insurance	129,480	73,685
Communications & Utilities	119,735	58,635
Depreciation & Amortization	378,375	210,654
Equipment Rents & Purchased Transportation	1,028,563	686,352
Building & Office Equipment Rents	115,433	49,630
Gains on Operating Assets	(3,833)	None
Miscellaneous Expenses	20,010	20,135
<u>TOTAL EXPENSES</u>	<u>6,091,362</u>	<u>3,217,213</u>
<u>NET OPERATING REVENUE</u>	761,358	419,018
<u>OTHER INCOME & EXPENSES</u>		
Interest Income	25,527	8,731
Interest Expense	(45,301)	(7,667)
<u>NET PROFIT BEFORE INCOME TAXES</u>	741,584	420,082
Federal & State Income Taxes	306,724	144,712
<u>NET INCOME</u>	434,860	275,370
<u>RETAINED EARNINGS - BEGINNING OF YEAR</u>	553,476	289,685
Officers' Life Insurance Premiums	(8,090)	(8,827)
Prior Period Adjustment	2,740	(2,752)
<u>RETAINED EARNINGS - END OF YEAR</u>	<u>\$ 982,986</u>	<u>\$ 553,476</u>

The accompanying footnotes are an integral part of these statements.

See Accountants' Review Report.

PITT-OHIO EXPRESS, INC.

COMPARATIVE STATEMENT OF CHANGES IN FINANCIAL POSITION - UNAUDITED

	<u>December 31,</u>	
<u>SOURCE OF WORKING CAPITAL</u>	<u>1984</u>	<u>1983</u>
Net Income	\$ 434,860	\$ 275,370
Depreciation of Fixed Assets	358,278	190,419
Amortization of Organization Expense	97	235
Amortization of Operating Rights	<u>20,000</u>	<u>20,000</u>
<u>WORKING CAPITAL PROVIDED FROM OPERATIONS</u>	813,235	486,024
Additions to Long-term Debt	577,749	365,527
Prior Period Adjustment	2,740	None
Decrease in Working Capital	<u>None</u>	<u>None</u>
	<u>\$ 1,393,724</u>	<u>\$ 851,551</u>
<u>APPLICATION OF WORKING CAPITAL</u>		
Additions to Deferred Interest	\$ 48,351	\$ None
Officers' Life Insurance Premiums	8,090	8,827
Prior Period Adjustment	None	2,752
Additions to Franchises	9,625	8,840
Additions to Property, Plant & Equipment	822,890	609,761
Current Maturity of Long-term Debt	259,915	155,294
Increase in Working Capital	<u>244,853</u>	<u>66,077</u>
	<u>\$ 1,393,724</u>	<u>\$ 851,551</u>
<u>CHANGES IN WORKING CAPITAL</u>		
Increases (Decreases) in Current Assets		
Cash	\$ 443,031	\$ 52,179
Notes & Accounts Receivable	172,060	218,201
Other Current Assets	<u>41,667</u>	<u>73,519</u>
	<u>656,758</u>	<u>343,899</u>
Decreases (Increases) in Current Liabilities		
Notes Payable	(184,645)	(82,511)
Accounts Payable	(67,513)	(89,997)
Federal & State Income Taxes	(95,705)	(62,234)
Other Current Liabilities	<u>(64,042)</u>	<u>(43,080)</u>
	<u>(411,905)</u>	<u>(277,822)</u>
<u>NET INCREASE (DECREASE) IN WORKING CAPITAL</u>	<u>\$ 244,853</u>	<u>\$ 66,077</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, 1984 AND 1983

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 annual rentals amounting to \$202,152 and \$131,340 for 1984 and 1983, respectively.

The Corporation also leases terminal facilities with annual rentals amounting to \$91,877 and \$43,769 for 1984 and 1983, respectively.

The Corporation also leases certain computer hardware and software with annual rentals amounting to \$23,556 and \$5,860 for 1984 and 1983, respectively.

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>
Charles L. Hammel, Jr.	\$ 5,737.06	\$ 48,529	\$ 105,023
Xerox	199.58	2,195	None
Mack Financial	1,255.62	15,067	12,556
Mack Financial	6,564.29	78,772	59,079
Mack Financial	4,444.02	53,328	71,104
Mack Financial	2,746.04	32,952	38,445
Mack Financial	2,796.47	33,558	50,336
Mack Financial	1,424.22	17,091	25,636
	<u>\$ 25,167.30</u>	<u>\$ 281,492</u>	<u>\$ 362,179</u>

See Accountants' Review Report.

PITT-OHIO EXPRESS, INC.
NOTES TO FINANCIAL STATEMENTS - UNAUDITED
FOR THE YEARS ENDED DECEMBER 31, 1984 AND 1983

NOTE D - NOTES PAYABLE

The debt due is subject to interest at 12% for 1984 and 1983.

	<u>1984</u>		<u>1983</u>	
	<u>Current</u>	<u>Long-Term</u>	<u>Current</u>	<u>Long-Term</u>
Charles L. Hammel, Jr.	\$ None	\$ 45,450	\$ None	\$ None
Capp Express, Inc.	None	None	None	80,000
Shareholders	<u>None</u>	<u>149,114</u>	<u>None</u>	<u>None</u>
<u>Total</u>	<u>\$ None</u>	<u>\$ 194,564</u>	<u>\$ None</u>	<u>\$ 80,000</u>

The money owed to Capp Express, Inc. was distributed to Capp Express, Inc.'s shareholders as a part of a dissolution distribution at December 31, 1984.

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.

NOTE G - LINE OF CREDIT

The Corporation has established a line of credit with Mellon Bank, N.A. consisting of \$200,000 for working capital and a \$500,000 equipment line of credit for new and used equipment dated August 23, 1984. Any loans will be subject to certain terms, conditions, security and aggregate balances in accordance with the agreements.

See Accountants' Review Report.

EXHIBIT C

AGREEMENT

BETWEEN

EXHIBITORS SERVICE COMPANY (SELLER)

AND

PITT-OHIO EXPRESS, INC. (BUYER)

DATED

MAY 24, 1985

Thomas M. Mulroy, Esq.
Pillar and Mulroy, P.C.
Suite 700
312 Boulevard of the Allies
Pittsburgh, PA 15222
Attorney for SELLER

John A. Vuono, Esq.
VUONO, LAVELLE & GRAY
2310 Grant Building
Pittsburgh, PA 15219
Attorney for BUYER

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AGREEMENT

THIS AGREEMENT is made this 24th day of May, 1985 between EXHIBITORS SERVICE COMPANY (SELLER), a Pennsylvania corporation having an office at 85 Helen Street, McKees Rocks, PA 15136, and PITT-OHIO EXPRESS, INC. (BUYER), a Pennsylvania corporation having an office at 26th Street and A.V.R.R., Pittsburgh, PA 15222.

I. PREMISES

A. SELLER is a motor common carrier of property and holds a certificate of public convenience issued by the Pennsylvania Public Utility Commission (PUC) at Docket No. A-00024261 and folders thereto.

B. BUYER is a motor common carrier of property holding a certificate of public convenience issued by the PUC at Docket No. A-00102471 and folders thereto.

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

D. The transaction will also require the prior approval of the PUC. SELLER and BUYER will file and diligently prosecuting an application 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 application").

E. BUYER desires to begin operating under the portion of the operating rights which are the subject of this agreement as soon as possible in order to continue to perform adequate and continuous service to the public. For this reason, the parties have made provision in this agreement for the temporary use by BUYER of the operating rights, pending PUC action on the permanent application. Accordingly, BUYER will promptly file with the PUC applications for emergency temporary authority and regular temporary authority for BUYER to operate the portion of the PUC rights of SELLER which are the subject of this agreement, pending action by the PUC on the permanent application (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. SELLER will sell to BUYER and BUYER 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. A-00024261, as set forth on Appendix A hereto, subject to the conditions contained therein (herein called "the operating rights").

2. Price and Payment. BUYER will pay to SELLER for the operating rights the total sum of Sixty-Five Thousand (\$65,000) Dollars (herein called "the escrow fund"), which sum has been deposited in escrow and will be held and disposed of in accordance with the provisions of paragraph 3 below.

3. Escrow Fund.

3.1 Escrow Agents. The escrow fund provided for in paragraph 2 will be deposited in escrow with Thomas M. Mulroy, the attorney for SELLER, and John A. Vuono, the attorney for BUYER (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 discretion 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. If the transaction is consummated in accordance with this agreement, any interest earned on the escrow fund shall be divided equally between BUYER and SELLER and delivered by the escrow agents to the respective parties on the final closing date. If the transaction is

not consummated, any interest earned on the escrow fund shall be disposed of in accordance with subparagraphs 3.4 and 3.5.

3.4 Disposition of Escrow Fund.

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

(b) The escrow fund and all interest earned thereon shall be returned promptly to BUYER by the escrow agents if the transaction is not consummated as a result of the denial of approval of the permanent application by the PUC or if the agreement is terminated or nullified pursuant to the terms hereof.

(c) In the event the permanent application is approved by the PUC and either party refuses to consummate the transaction, the escrow fund and any interest earned thereon shall be disposed of in accordance with the provisions of subparagraph 3.5.

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

(a) By BUYER. If BUYER refuses to consummate the transaction in accordance with the terms of this agreement, the sum of Six Thousand Five Hundred (\$6,500) Dollars,

and any interest earned thereon, 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 by the escrow agents to the SELLER to be retained by SELLER as liquidated damages. The balance of the escrow fund and any interest earned thereon shall be returned to BUYER. 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, BUYER shall have the option to terminate the 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 and all interest earned thereon shall be promptly delivered to BUYER.

In the alternative, if the aforesaid option is not exercised by BUYER, BUYER shall have the right to exercise against SELLER all rights which BUYER 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 BUYER 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 BUYER.

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 thirty (30) days after the execution of this agreement:

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

4.2 BUYER will file with the PUC applications seeking emergency temporary authority and regular temporary authority for BUYER to use the operating rights pending action on the permanent application by the PUC.

BUYER 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.

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

Counsel for BUYER will prepare the necessary permanent and temporary authority applications.

BUYER shall pay all filing fees in connection with the filing of the applications. Each party shall bear the expenses of its legal counsel, its accountants and other witnesses.

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 not and on the final closing date will not be subject to any liens, encumbrances, security interests or claims of any kind; and that there are and on the final closing date will be no actions at law or equity, nor any proceedings before any agency pending or threatened against SELLER to revoke, suspend or otherwise restrict the operating authority.

In the event the foregoing warranties and representations are breached or prove to be inaccurate and false, the escrow fund and all interest earned thereon shall, at the option of BUYER, be returned promptly to BUYER. 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 final orders denying either or both of the temporary authority applications, the parties will proceed to prosecute the permanent application and this agreement and all of its applicable terms and conditions shall remain in full force and effect.

7. Temporary Authority. In the event the PUC approves the emergency temporary authority and/or regular temporary authority applications, SELLER agrees to permit BUYER to use

the operating rights pursuant to the following terms and conditions:

7.1 Consideration. BUYER agrees to pay to SELLER as consideration for the use of 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 used, BUYER shall bear all costs and expenses incurred in connection with the use of the operating rights.

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

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

In the event of approval of the permanent application, the temporary authority operation shall terminate upon consummation of the permanent transaction.

In the event of the denial of the permanent application, the right of BUYER to use the operating rights shall terminate

upon the date BUYER returns the operating rights to SELLER as required by a final order of the PUC and in accordance with the terms of this agreement.

8. Denial of the Permanent Application. If the PUC, by its final order, should deny approval of the permanent application, this agreement shall terminate. In such event, the parties shall have no further rights or obligations under this agreement.

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

9. Approval of Permanent Application Subject to Restrictions. If the PUC, by its final order, approves the permanent application, subject to conditions which restrict, delete or cancel any of the operating rights or limit the use of the operating rights by BUYER in any way, other than as set forth in the restrictions contained in Appendix A, BUYER shall have the option to declare this agreement null and void and forthwith terminate the agreement by giving SELLER written notice thereof within twenty (20) days after the service date of any such orders. In the absence of the exercise of the aforesaid option, 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.

10. Appeals. In the event the PUC, by its final order, should deny the permanent application or grant the permanent application subject to conditions of the type set forth in paragraph 9, either party may seek judicial review of those orders to the extent available.

In the event that either party elects to seek judicial review, the termination provisions set forth in paragraphs 8 and 9 above shall not become effective until the exhaustion of such judicial remedies. In such event, if the final order of the PUC denying the permanent application is sustained by the court, this agreement shall be terminated in accordance with paragraph 8. If the final order of the PUC approving the permanent application, subject to conditions, is sustained by the court, BUYER may exercise the right to terminate as set forth in paragraph 9 within twenty (20) days after the service of the order or judgment of the last Court of Review.

If either 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 application, specifically (a) in the case of the denial of the application, 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 applications, the effective date of the order of approval unless stayed by the PUC or by a court.

11. No Assumption of Liabilities. This agreement involves only the purchase of operating rights by BUYER from SELLER. Accordingly, BUYER does not assume any claims, debts, causes of action, judgments or other liabilities or obligations of SELLER by reason of this agreement.

12. SELLER's Representations and Warranties. SELLER represents and warrants as follows:

12.1 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.

12.2 SELLER's Certificate of Public Convenience evidencing the operating rights is 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.

12.3 The operating rights are not subject to any prior claims, options to purchase, agreements of sale or other contracts or obligations of purchase and SELLER will not enter

into any such contractual arrangements prior to the final closing date.

12.4 The Board of Directors of SELLER has, by proper resolution, 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 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 BUYER within ten (10) days after the date of execution of this agreement.

12.5 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.

In the event of any default by SELLER in the terms of this paragraph or any other provisions of this agreement, BUYER shall have the option either to declare this agreement null and void by giving SELLER written notice of termination or to exercise against SELLER all of BUYER's available remedies hereunder.

13. BUYER's Representations and Warranties. BUYER represents and warrants as follows:

13.1 BUYER 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.

13.2 The Board of Directors of BUYER and, if necessary, the shareholders of BUYER have, by proper resolution, 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. A certified copy of the aforesaid resolution of the Board of Directors of BUYER and any requisite resolution of the shareholders of BUYER shall be delivered to SELLER within ten (10) days after request therefor is received from SELLER.

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

In the event of any default by BUYER in the terms of this paragraph or any other provisions of this agreement, SELLER shall have the option either to declare this agreement null and void by giving BUYER written notice of termination or to exercise against BUYER all of SELLER's available remedies hereunder.

14. Employee Relations. This agreement involves the sale of only operating rights, a partial asset only, and the parties agree that BUYER is not a successor employer to SELLER and has no obligation to hire any employees or to assume any labor agreements or employee obligations of SELLER.

SELLER acknowledges that BUYER has 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 of or in behalf of any employees or former employees of SELLER which may arise from or be related to events which occurred on or prior to the temporary authority closing date.

SELLER agrees, represents and warrants as follows:

14.1 There are no labor disputes, grievances, or unfair labor practice charges, discrimination in employment charges or other claims on behalf of employees of SELLER pending or threatened by any individual employee, group of employees or employee labor organization which will adversely affect BUYER or BUYER's rights under this agreement.

14.2 SELLER assumes liability for the payment for all periods prior to the temporary authority closing date of 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, but 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 and such costs shall be considered the obligations of SELLER.

14.3 SELLER will discharge any obligations it may have under the National Labor Relations Act or any labor agreements to notify any labor unions 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.

14.4 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.

14.5 To the best of SELLER's knowledge, it has complied with all federal, state and local laws and regulations relating to the employment of persons and will continue to do so.

14.6 To the best of SELLER's knowledge, 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.

14.7 In the event the transaction contemplated by this agreement 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 the operations or employees of SELLER, whether arising out of this transaction or otherwise, and that BUYER and any companies affiliated with BUYER and the shareholders, successors or assigns of BUYER, and any companies affiliated with BUYER, do not assume any withdrawal liability of SELLER.

14.8 SELLER will be solely responsible for any obligations, claims or other adverse consequences to BUYER 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 BUYER in connection therewith, provided SELLER is promptly advised of such obligations and is given an opportunity to defend against such obligations.

14.9 SELLER agrees to indemnify and hold harmless BUYER from any liabilities, causes of action, suits or other claims arising under the terms of this paragraph, including reasonable fees and expenses incurred in defending against any such claims.

15. 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 temporary authority closing date will be the obligation of SELLER. Any general assessments applicable to periods subsequent to the aforesaid date shall be the obligation of BUYER. 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 application, SELLER agrees to promptly pay any such assessments. In the event any such assessments are not paid by SELLER, BUYER shall have the right to advance such payments to the PUC. Any such advanced payments shall be considered as adjustments to the purchase price and shall be deducted from the consideration due SELLER as provided in paragraph 2. In such case, on the final closing date, the escrow agents shall reimburse BUYER for the total amount of such advanced payments from the escrow fund.

16. 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.

17. No Broker's Fees or Commissions. BUYER and SELLER agree that to the best of their knowledge there are no claims for any finder's fees or broker's commission 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.

18. 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 BUYER's obligations under this agreement:

18.1 The approval of the permanent application by the issuance of a final order of the PUC, subject to the terms and conditions of this agreement.

18.2 On the final closing date, the warranties and representations of SELLER as set forth herein have been fulfilled.

In the event any of the aforesaid warranties and representations are not met, BUYER 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 all interest earned thereon and any other payments made pursuant to this agreement shall be returned promptly to BUYER. 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.

19. Survival of Representations and Warranties. All provisions in this agreement applicable to BUYER 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 BUYER to purchase the operating rights. BUYER acknowledges 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.

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

20.1 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 of the PUC, approving the permanent application or the thirtieth (30th) such day if no other day is selected. The transaction shall be consummated on the final closing date. The closing will be held at a time of day and place mutually agreed upon by the parties.

20.2 The temporary authority closing date is the day on which BUYER begins using 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 by the PUC approving the first

temporary application or the twentieth (20th) such day if no other day is selected.

21. 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.

22. 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:

Mr. George Callahan, III
President
Exhibitors Service Company
85 Helen Street
McKees Rocks, PA 15136

BUYER:

Mr. Charles L. Hammel, III
President
Pitt-Ohio Express, Inc.
26th & A.V.R.R.
Pittsburgh, PA 15222

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

Thomas M. Mulroy, Esq.
Pillar and Mulroy, P.C.
Suite 700
312 Boulevard of the Allies
Pittsburgh, PA 15222
Attorney for SELLER

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

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.

23. 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 property executed by the parties.

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

25. 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.

EXHIBITORS SERVICE COMPANY

By: /s/ George Callahan, III
George Callahan, III
President

PITT-OHIO EXPRESS, INC.

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

APPENDIX A

PITT-OHIO EXPRESS, INC.

AUTHORITY TO BE PURCHASED FROM
EXHIBITORS SERVICE COMPANY

- (A) To transport as a Class D carrier, property, from points in the county of Allegheny to other points in Pennsylvania beyond the county of Allegheny, and vice versa.

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 commodities in bulk.
3. That no right, power or privilege is granted to transport shipments of iron or steel and iron or steel articles weighing in excess of ten thousand (10,000) pounds.
4. That no right, power or privilege is granted to transport commodities which, because of size or weight, require the use of special equipment or special handling.
5. That no right, power or privilege is granted to transport property for Hershey Foods Corp. and its subsidiaries, H. B. Reese Co., San Giorgio Macaroni, Inc., and Y & S Candies, Inc., from the township of Derry, Dauphin County, the city of Lebanon and the township of North Cornwall, Lebanon County, and the township of East Hempfield, Lancaster County, to points in Pennsylvania, and vice versa.
6. That no right, power or privilege is granted to transport property from points in Allegheny County to points within an airline distance of twenty-five (25) miles of the City-County Building in the city of Pittsburgh and vice versa.
7. That no right, power or privilege is granted to transport property from points in the county of Allegheny to points in the counties of Indiana, Clearfield, Cambria, Blair, Huntingdon, Somerset, Bedford, Lebanon, Berks, Lancaster, Beaver, Crawford, Erie, Fayette, Lawrence, Mercer, Venango, Washington and Westmoreland, and vice versa.

8. That no right, power or privilege is granted to transport limestone and limestone products for J. E. Baker Company, from 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.
9. That no right, power or privilege is granted to transport property, from the facilities of American Home Foods Division of American Home Products Corp. located in the township of Turbot and the borough of Milton, Northumberland County, to points in Pennsylvania, and vice versa.
10. That no right, power or privilege is granted to transport motion picture films and accessories, dry ice, newspapers, magazines, and meat, meat products, meat by-products, dairy products, articles distributed by meat packing houses and such commodities as are used by meat packers in the conduct of their business.
11. That no right, power or privilege is granted to transport frozen and perishable foods, fresh fruits and vegetables, perishable non-food commodities in temperature controlled vehicles, from points in Allegheny County to points within 150 miles of the limits of Allegheny County.
12. That no right, power or privilege is granted to provide service (a) to or from the facilities of Dauphin Distribution Services Company in Cumberland County and Exhibitors Service Company in Allegheny County; (b) for Speciality Ladyfingers, Inc. to or from Perry County; (c) for Standard Brands, Inc., Armour and Company, Swift and Company, The Best Foods, Inc., Fairmont Creamery Company, Grennan Bakery Company, Seven Baker Brothers Company, and Highway Express Lines, Inc.; (d) for the Commonwealth of Pennsylvania to or from the Rockview Penitentiary in the County of Centre; (e) for Sears, Roebuck & Company and Montgomery Ward and Company in connection with the transportation of catalogs from the City of Pittsburgh.

June 21, 1985

IN REPLY PLEASE
REFER TO OUR FILE

John A. Vuono
Attorney at Law
2310 Grant Building
Pittsburgh, PA 15219

A-00102471, F.1 Am-I - Application of Pitt-Ohio Express, Inc.

Dear Sir:

Acknowledgement is made of an application filed by you for permanent and temporary authority on behalf of Pitt-Ohio Express, Inc. for the rights of exhibitors Service Company.

The application has been captioned as attached and will be submitted for review, provided no protests are filed on or before July 15, 1985. If protests are filed, you will be advised as to further procedure.

The application is accepted with the understanding that Exhibitors Service Company will continue to render the service covered by its certificate and comply with all the rules of the Commission, including the carrying of continuous insurance, until final disposition is made of the application by the Commission. We wish to emphasize the above as failure to comply with these requirements, will result in the dismissal of the application.

You are further advised that the above application will be published in the Pennsylvania Bulletin of June 22, 1985.

<p>DOCKETED APPLICATION DOCKET JUN 24 1985 ENTRY No. <i>111</i></p>

Very truly yours,

David Ehrhart
Supervisor - Application Section
Bureau of Non-Rail Transportation

DE:rp
cc: Applicant
26th and Railroad Streets
Pittsburgh, PA 15222

**DOCUMENT
FOLDER**

A-00102471, Folder 1, Am-I PITT-OHIO EXPRESS, INC. (26th & Railroad Streets, Pittsburgh, Allegheny County, Pennsylvania 15222), a corporation of the Commonwealth of Pennsylvania, inter alia - property, between points in the counties of Allegheny, Armstrong, Beaver, Butler, Clarion, Crawford, Erie, Fayette, Greene, Indiana, Lawrence, Mercer, Venango, Washington and Westmoreland; subject to the following conditions: That no right, power or privilege is granted to transport commodities in bulk; That no right, power or privilege is granted to transport household goods and office furniture in use; That no right, power or privilege is granted to transport commodities which because of their size or weight require special handling or the use of special equipment; That no right, power or privilege is granted to transport iron and steel and iron and steel articles and refractories in single shipments weighing more than 24,000 pounds; That no right, power or privilege is granted to transport iron and steel and iron and steel articles and refractories, in single shipments weighing more than 10,000 pounds to, from or between points in Beaver County; That no right, power or privilege is granted to transport money, bullion, securities and other valuables, including checks in process and proof work; and That no right, power or privilege is granted to provide service from points in Allegheny County, to points in the counties of Armstrong, Butler, Clarion, Greene and Indiana, and vice versa: SO AS TO PERMIT the transportation of property, from points in the county of Allegheny to other points in Pennsylvania beyond the county of Allegheny, and vice versa; 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 commodities in bulk; (3) That no right, power or privilege is granted to transport shipments of iron and steel and iron and steel articles weighing in excess of ten thousand (10,000) pounds; (4) That no right, power or privilege is granted to transport commodities which, because of size or weight, require the use of special equipment or special handling; (5) That no right, power or privilege is granted to transport property for Hershey Foods Corp. and its subsidiaries, H. B. Reese Co., San Giorgio Macaroni, Inc., and Y & S Candies, Inc., from the township of Derry, Dauphin County, the city of Lebanon and the township of North Cornwall, Lebanon County, and the township of East Hempfield, Lancaster County, to points in Pennsylvania, and vice versa; (6) That no right, power or privilege is granted to transport property from points in Allegheny County to points within an airline distance of twenty-five (25) miles of the City-County Building in the city of Pittsburgh and vice versa; (7) That no right, power or privilege is granted to transport property from points in the county of Allegheny to points in the counties of Indiana, Clearfield, Cambria, Blair, Huntingdon, Somerset, Bedford, Lebanon, Berks, Lancaster, Beaver, Crawford, Erie, Fayette, Lawrence, Mercer, Venango, Washington and Westmoreland, and vice versa; (8) That no right, power or privilege is granted to transport limestone and limestone products for J. E. Baker Company, from 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; (9) That no right, power or privilege is granted to transport property, from the facilities of American Home Foods Division of American Home Products Corp. located in the township of Turbot and the borough of Milton, Northumberland County, to points in Pennsylvania, and vice versa; (10) That no right, power or privilege is granted to transport motion picture films and accessories, dry ice, newspapers, magazines, and meat, meat products, meat by-products, dairy products, articles distributed by meat packing houses and such commodities as are used by meat packers in the conduct of their business; (11) That no right, power or privilege is granted to transport frozen and perishable foods, fresh fruits and vegetables, perishable non-food commodities in temperature controlled vehicles, from points in Allegheny County to points within one hundred fifty (150) miles of the limits of Allegheny County; and (12) That no right, power or privilege is granted to provide service (a) to or from the facilities of Dauphin Distribution Services Company in Cumberland County and Exhibitors Service Company in Allegheny County; (b) for Speciality Ladyfingers, Inc. to or from Perry County; (c) for Standard Brands, Inc., Armour and Company, Swift and Company, The Best Foods, Inc., Fairmont Creamery Company, Grennan Bakery Company, Seven Baker Brothers Company, and Highway Express Lines, Inc.; (d) for the Commonwealth of Pennsylvania to or from the Rockview Penitentiary in the County of Centre; (e) for Sears, Roebuck & Company and Montgomery Ward and Company in connection with the transportation of catalogs from the City of Pittsburgh; which is to be a transfer of part of the rights authorized under the certificate issued at A-00024261, Folder 23 to Exhibitors Service Company, a corporation of the Commonwealth of Pennsylvania, subject to the same limitations and conditions. APPLICATION FOR TEMPORARY AUTHORITY HAS BEEN FILED AT A-000102471, F. 1, Am-I SEEKING THE RIGHTS CITED ABOVE. Attorney: John A. Vuono, 2310 Grant Building, Pittsburgh, PA 15219.

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

DATE _____

SERVICE _____

JUN 22 1985

BUREAU OF NON-RAIL TRANSPORTATION
COMMON CARRIER

JUNE

1985

A-00102471

F. 1

Am-I

Application of Pitt-Ohio Express, Inc., a corporation of the Commonwealth of Pennsylvania, for amendment to its common carrier certificate, which grants the right, inter alia, to transport by motor vehicle, property, between points in the counties of Allegheny, Armstrong, Beaver, Butler, Clarion, Crawford, Erie, Fayette, Greene, Indiana, Lawrence, Mercer, Venango, Washington and Westmoreland; subject to the following conditions: That no right, power or privilege is granted to transport commodities in bulk; That no right, power or privilege is granted to transport household goods and office furniture in use; That no right, power or privilege is granted to transport commodities which because of their size or weight require special handling or the use of special equipment; That no right, power or privilege is granted to transport iron and steel and iron and steel articles and refractories in single shipments weighing more than 24,000 pounds; That no right, power or privilege is granted to transport iron and steel and iron and steel articles and refractories, in single shipments weighing more than 10,000 pounds to, from or between points in Beaver County; That no right, power or privilege is granted to transport money, bullion, securities and other valuables, including checks in process and proof work; and That no right, power or privilege is granted to provide service from points in Allegheny County, to points in the counties of Armstrong, Butler, Clarion, Greene and Indiana, and vice versa: SO AS TO PERMIT the transportation of property, from points in the county of Allegheny to other points in Pennsylvania beyond the county of Allegheny, and vice versa; subject to the following conditions: (1) That no right, power or privilege is granted to transport household goods in use;

WA

DOCKETED
APPLICATION DOCKET
JUN 24 1985
ENTRY No. <u>12</u>

DOCUMENT
FOUNDED

Protests due on No Hearings _____ JUL 15 1985 TA

Protests due on Hearings - (5 days prior to date of hearing)

Notice of the above application was mailed to all certificate holders and railroad companies in the service area as noted above.

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

DATE _____

SERVICE _____

- 2 -

(2) That no right, power or privilege is granted to transport commodities in bulk; (3) That no right, power or privilege is granted to transport shipments of iron and steel and iron and steel articles weighing in excess of ten thousand (10,000) pounds; (4) That no right, power or privilege is granted to transport commodities which, because of size or weight, require the use of special equipment or special handling; (5) That no right, power or privilege is granted to transport property for Hershey Foods Corp. and its subsidiaries, H. B. Reese Co., San Giorgio Macaroni, Inc., and Y & S Candies, Inc., from the township of Derry, Dauphin County, the city of Lebanon and the township of North Cornwall, Lebanon County, and the township of East Hempfield, Lancaster County, to points in Pennsylvania, and vice versa; (6) That no right, power or privilege is granted to transport property from points in Allegheny County to points within an airline distance of twenty-five (25) miles of the City-County Building in the city of Pittsburgh and vice versa; (7) That no right, power or privilege is granted to transport property from points in the county of Allegheny to points in the counties of Indiana, Clearfield, Cambria, Blair, Huntingdon, Somerset, Bedford, Lebanon, Berks, Lancaster, Beaver, Crawford, Erie, Fayette, Lawrence, Mercer, Venango, Washington and Westmoreland, and vice versa; (8) That no right, power or privilege is granted to transport limestone and limestone products for J. E. Baker Company, from 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; (9) That no right, power or privilege is granted to transport property, from the facilities of American Home Foods Division of American Home Products Corp. located in the township of Turbot and the borough of Milton, Northumberland County, to points in Pennsylvania, and vice versa;

Protests due on No Hearings _____

Protests due on Hearings - (5 days prior to date of hearing)

Notice of the above application was mailed to all certificate holders and railroad companies in the service area as noted above.

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

DATE _____ SERVICE _____

- 3 -

(10) That no right, power or privilege is granted to transport motion picture films and accessories, dry ice, newspapers, magazines, and meat, meat products, meat by-products, dairy products, articles distributed by meat packing houses and such commodities as are used by meat packers in the conduct of their business; (11) That no right, power or privilege is granted to transport frozen and perishable foods, fresh fruits and vegetables, perishable non-food commodities in temperature controlled vehicles, from points in Allegheny County to points within one hundred fifty (150) miles of the limits of Allegheny County; and (12) That no right, power or privilege is granted to provide service (a) to or from the facilities of Dauphin Distribution Services Company in Cumberland County and Exhibitors Service Company in Allegheny County; (b) for Speciality Ladyfingers, Inc. to or from Perry County; (c) for Standard Brands, Inc., Armour and Company, Swift and Company, The Best Foods, Inc., Fairmont Creamery Company, Grennan Bakery Company, Seven Baker Brothers Company, and Highway Express Lines, Inc.; (d) for the Commonwealth of Pennsylvania to or from the Rockview Penitentiary in the County of Centre; (e) for Sears, Roebuck & Company and Montgomery Ward and Company in connection with the transportation of catalogs from the City of Pittsburgh; which is to be a transfer of part of the rights authorized under the certificate issued at A-00024261, Folder 23 to Exhibitors Service Company, a corporation of the Commonwealth of Pennsylvania, subject to the same limitations and conditions. APPLICATION FOR TEMPORARY AUTHORITY HAS BEEN FILED AT A-000102471, F. 1, Am-I SEEKING THE RIGHTS CITED ABOVE.

MW:nm
6/5/85

Application received: 5/28/85
Application docketed: 6/5/85
Monitor: Commissioner Shane
TA application received: 5/28/85
TA application docketed: 6/5/85

Protests due on No Hearings _____
Protests due on Hearings - (5 days prior to date of hearing)
Notice of the above application was mailed to all certificate holders and railroad companies in the service area as noted above.

PENNSYLVANIA PUBLIC UTILITY COMMISSION



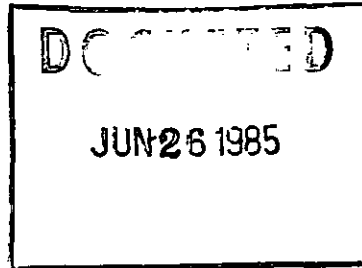
RECEIPT

The addressee named hereunder has paid Pennsylvania Public Utility Commission for the following bill, subject to final collection of check or money order tendered for such payment.

Pitt-Ohio Express, Inc
26th & Railroad Sts.
Pittsburgh, PA 15222

Date June 25, 1985

CR 120382 A



In re application of PittOhio Express, Inc.
A-00102471, F.1, Am-I.....\$125.00



Revenue account 01780-17001-102 (ck)

ck 2571 Checks \$125.00 Currency _____

Utility account 50:26

C. Joseph Meisinger
For Department of Revenue

PENNSYLVANIA PUBLIC UTILITY COMMISSION



RECEIPT

The addressee named hereunder has paid Pennsylvania Public Utility Commission for the following bill, subject to final collection of check or money order tendered for such payment.

Pitt-Ohio Express, Inc.
26th & Railroad Sts.
Pittsburgh, PA 15222

Date June 27, 1985

CR 120408 A

DOCUMENT
FOLDER

DOCKETED
JUL 3 - 1985

In re application of Pitt-Ohio Express, Inc.
A-00102471, F.1, Am-I.....\$75.00

Revenue account 01780-17001-102 (ck)
ck 2572 Checks \$75.00 Currency _____
Utility account 50:26

C. Joseph Meisinger
For Department of Revenue