

A-00106548F1

APPLICATION

F1 AMA

PILLAR AND MULROY, P.C.
ATTORNEYS-AT-LAW
SUITE 700
312 BOULEVARD OF THE ALLIES
PITTSBURGH, PA 15222
TELEPHONE (412) 471-3300



JOHN A. PILLAR
THOMAS M. MULROY

March 3, 1989

MAR 6 1989

SECRETARY'S OFFICE
Public Utility Commission

Re: Debo Moving & Storage, Inc.
(Transferee)--A. B. Pollock
Transfer & Storage
(Transferor)
File No. 1151

A-106548 F.1 Am-A

Permanent \$

TA

Hon. Jerry Rich, Secretary
Pennsylvania Public Utility Commission
P. O. Box 3265
Harrisburg, PA 17120

Dear Mr. Rich:

We enclose for filing the signed original and two copies of an application by Debo Moving & Storage, Inc. to purchase all of the operating rights issued by the Pennsylvania Public Utility Commission to Jon J. Pollock, d/b/a A. B. Pollock Transfer & Storage.

There is also enclosed the original and two copies of applications for emergency and regular temporary authority which would enable transferee to provide service under the operating rights of the transferor pending the Commission's determination of the permanent authority application.

The filing fee for all applications, in the amount of \$225.00, is enclosed. Please advise the undersigned if any further information is required.



Very truly yours,

John A. Pillar
JOHN A. PILLAR

SW

Enclosures

cc: Debo Moving & Storage, Inc.
A. B. Pollock Transfer & Storage

3-14-89 per ph conv. Mr. Pillar will mail change of address letter ASAP. JM

A-106548 F.1 Am-A

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

RECEIVED

MAR 6 1989

SECRETARYS OFFICE
Public Utility Commission
BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of DEBO MOVING & STORAGE, INC.
(Applicant/Transferee-Buyer)

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

No. A-00101849, Folder No. _____, issued to

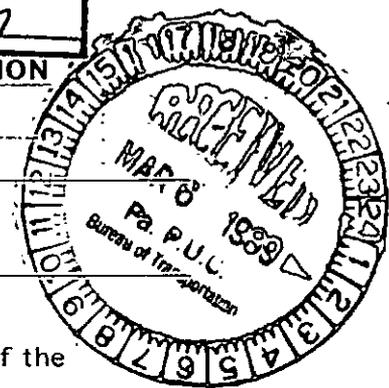
JON J. POLLOCK, d/b/a A. B. POLLOCK
(Transferor-Seller) TRANSFER & STORAGE

for transportation of property
(persons-property)

PUC USE ONLY
Docket No. A-106548
Folder No. 1 Am-A

DOCKETED
APPLICATION DOCKET
APR 4 1989
ENTRY No. [Signature]

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION



- DEBO MOVING & STORAGE, INC.
(Full and correct name of applicant/transferee)
- N/A
(Trade name, if any)

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

Commonwealth on _____ (attach copy of stamped registration form.)
(date)

- 625 Second Avenue _____ (P.O. Box, if any)
(Business Street Address)

<u>New Brighton</u>	<u>Beaver</u>	<u>PA</u>	<u>15066</u>	<u>412/843-1022</u>
(City)	(County)	(State)	(Zip)	(Telephone)

**DOCUMENT
FOLDER**

APPL: A-101849
COMPL: F.1 ACT
MVIC: CI-4-11-86
CHECKED BY: [Signature]

A-106548 F.1 Am-A

AMENDMENT,

4. Applicant's attorney (for this application) is:
JOHN A. PILLAR, ESQ., Pillar and Mulroy, P.C., Suite 700,
312 Boulevard of the Allies, Pittsburgh, PA 15222 412/471-3300
(Name) (Address) (Telephone)

5. Any documents should be mailed to:
Debo Moving & Storage, Inc., 625 Second Avenue
Transferee: New Brighton, PA 15066
(Name) (Address)

A. B. Pollock Transfer & Storage, 147 Center
Transferor: Avenue, Emsworth, PA 15202
(Name) (Address)

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

A-00106548 and operates as a common carrier.
(common or contract)

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

at Docket No. _____

8. Applicant is (check one):

Individual.

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

(Name)

(Address)

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

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

N/A

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

11. The reason for the transfer is Transferor desires to retire and transfer his operating rights to a carrier who will maintain the level of service provided by the transferor.

12a. The following must be attached:

- Sales Agreement.
- List of equipment to be used to render service. (summarize by type)
- Operating authority to be transferred/retained. See Agreement attached
- Statement of Financial Condition.
- Statement of unpaid business debts of transferor and how they will be satisfied. None
- Statement of safety program.
- Statement of transferee's experience.

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

- Partnership Agreement.
- Trade Name registration certificate.
- Certificate of Incorporation. (Pa. Corporation only) Filed with prior applications; unchanged.
- Certificate of Authority. (Foreign ((out-of-state)) Corporation only)
- Statement of corporate charter purpose. (corporations only) Filed with prior applications; unchanged.
- List of corporate officers and stockholders. (corporations only) Brian Debo is the sole stockholder and sole corporate officer.
- Copy of short form certificate showing date of death of transferor and name of executor or administrator/administratrix.

13. Transferor attests that all general assessments and fines are paid, that no annual reports are due and agrees to continue to render the service which is to be transferred until this application is approved, whereupon transferor will surrender said certificate or permit for cancellation.
14. Transferee agrees to assume and pay any General Assessments that may be made against transferor as a common carrier for any and all operating periods up to the actual date of the transfer.

WHEREFORE, Transferee and Transferor request that the Commission grant the Transfer.

DEBO MOVING & STORAGE, INC.

Transferee sign here: By: Brian Debo March 2, 1989
(each partner must sign) (Date)
(Corporate Seal) Brian Debo, President

A. B. POLLOCK TRANSFER & STORAGE

Transferor sign here: By: Jon J. Pollock March 2, 1989
Jon J. Pollock
(Corporate Seal)

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

COMMONWEALTH OF PENNSYLVANIA :
: ss:
_____ County :

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

Signature of Affiant

Sworn and subscribed before me this _____
day of _____ 19 _____
My Commission Expires _____

Signature of Official Administering Oath

AFFIDAVIT OF TRANSFEREE/APPLICANT (Corporation)

COMMONWEALTH OF PENNSYLVANIA :
: ss:
ALLEGHENY County :

BRIAN DEBO, being duly sworn (affirmed) according to law, desposes and says that he is President of Debo Moving & Storage, Inc.,
(Office of Affiant) (Name of Corporation)

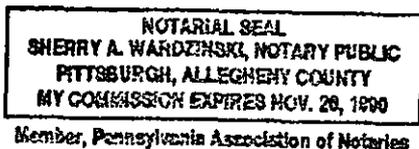
that he is authorized to and does make this affidavit for it; and that the facts above set forth are true and correct; or are true and correct to the best of his knowledge, information and belief and that he expects the said Debo Moving & Storage, Inc. to be able to prove the same
(Name of Corporation)

the same at the hearing hereof.

Brian Debo
Signature of Affiant
Brian Debo

Sworn and subscribed before me this 2nd
day of March 1989
My Commission Expires _____

Sherry A. Wardzinski
Signature of Official Administering Oath



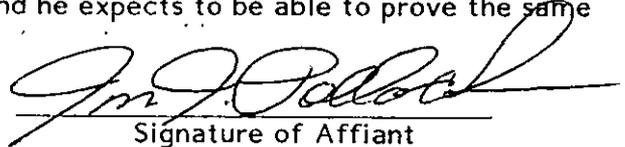
THIS MUST BE COMPLETED BY NOTARY PUBLIC
AFFIDAVIT OF TRANSFEROR/SELLER (Natural Person)

COMMONWEALTH OF PENNSYLVANIA :

: ss:

ALLEGHENY County :

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

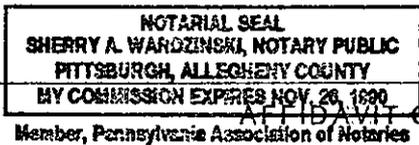

Signature of Affiant

Jon J. Pollock

Sworn and subscribed before me this 2nd
day of March 1989

My Commission Expires _____


Signature of Official Administering Oath



AFFIDAVIT OF TRANSFEROR/SELLER (Corporation)

COMMONWEALTH OF PENNSYLVANIA :

: ss:

_____ County :

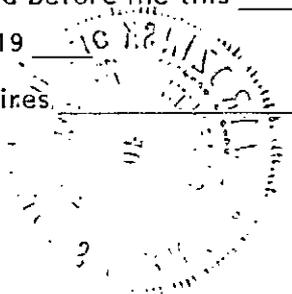
_____, being duly sworn (affirmed) according to law,
deposes and says that he is _____ of _____;
(Office of Affiant) (Name of Corporation)

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

Signature of Affiant

Sworn and subscribed before me this _____
day of _____ 19 _____
My Commission expires _____

Signature of Official Administering Oath



STATEMENT OF SAFETY PROGRAM AND TRANSFEREE'S EXPERIENCE

Transferee was incorporated in August, 1985, and acquired operating rights from the PUC on April 11, 1986. It has engaged in household goods moving continuously since that time. The sole owner and officer of the transferee has been involved in household goods moving since 1981 and has the requisite experience.

The transferee conducts regular safety meetings twice a week. It presently employs 2 drivers and 2 clerical personnel. Drivers are carefully road tested and screened before being hired. This applies to casual employees as well. Safety brochures are displayed in the transferee's office.

Transferee has access to, and is familiar with, all applicable rules and regulations of the U. S. Department of Transportation and the Pennsylvania Department of Transportation relating to the safe operation of commercial vehicles, and will comply with these regulations.

Brian Debo

BRIAN DEBO

EQUIPMENT:

1973 INTERNATIONAL LOADSTAR 1700 - Moving van

1978 GMC VANDURA Series 35

1981 FORD ECONOLINE E 250

1980 CATERPILLAR FORKLIFT T40B Type G



Y/E December 31, 1988

1003 2593 C 12-31 Debo Moving & Storage, Inc.
625 Second Avenue
New Brighton, PA 15066

Y/E December 31, 1988

103 2593

OPERATING STATEMENT

C 12-31

	YEAR END FINAL	PERC
300 SALES		
301 Moving Fees	61,307.32	6
302 Storage	4,934.73	
303 Boxes & Packing	5,781.46	
310 Long Distance Contract	11,647.20	1
311 Commission Fees	8,669.34	
315 Miscellaneous Income	413.40	
399 TOTAL SALES	92,753.45	10
400 COST OF SALES		
401 Direct Labor	17,128.25	1
402 Payroll Taxes	1,945.51	
403 Insurance-Direct Labor	3,878.91	
404 Casual Labor	5,149.95	
405 Fleet Operating Expenses	13,672.89	1
410 Long Distance Expenses	6,058.62	
413 Packing Material/Supplies	837.30	
498 TOTAL COST OF SALES	48,671.43	5
499 GROSS PROFIT	44,082.02	4
500 OPERATING EXPENSES		
510 Operating Supplies	1,374.62	
512 Freight & Postage	472.99	
515 Office Wages	5,601.63	
518 Employee Benefits	744.74	
519 Insurance-Workmen's Comp	177.50	
520 Rent	4,200.00	
526 Utilities	1,156.22	
529 Telephone	5,024.82	
530 Repairs & Maintenance	82.22	
534 Advertising & Promotion	2,993.66	
535 Insurance	4,830.12	
539 Travel, Seminars, Etc.	195.00	
542 F.I.C.A. Tax	514.54	
543 Unemployment Tax	214.10	
544 State Corp. Taxes	327.00	
550 Interest	387.97	
564 Legal & Accounting	1,367.00	
566 Office Expense	1,652.17	
574 Amortization	68.76	
575 Depreciation	1,899.00	
580 Dues & Subscriptions	472.00	
590 Training Programs	450.00	
592 Banking Fees	45.20	
594 Contributions	70.00	
595 Miscellaneous	428.74	
598 TOTAL OPERATING EXPENSES	34,750.00	3

Y/E December 31, 1988

303 2593

BALANCE SHEET

C 12-31

ASSETS			
099			
100	CURRENT ASSETS		
101	Cash On Hand	63.14	
102	Cash In Bank	2,905.54	
104	Petty Cash Fund	-114.60	
109	Accounts Receivable	781.24	
139	TOTAL CURRENT ASSETS		3,635.32
140	FIXED ASSETS		
146	Fixtures & Equipment	13,020.00	
148	Transportation Equipment	7,082.00	
149	Accumulated Depreciation	-4,825.96	
159	TOTAL FIXED ASSETS		15,276.04
160	OTHER ASSETS		
184	Puc Rights	2,500.00	
186	Organization Expense	130.00	
198	TOTAL OTHER ASSETS		2,630.00
199	TOTAL ASSETS		21,541.36
200			
	LIABILITIES		
201	CURRENT LIABILITIES		
206	Insurance Payable	2,568.53	
230	Occupation Tax Payable	40.00	
231	Other Payroll Tax	7.68	
232	Federal Payroll Taxes	660.12	
233	State Payroll Tax	161.32	
234	Local Payroll Tax	43.36	
235	Accrued Unemployment Tax	227.06	
259	TOTAL CURRENT LIABILITIES		3,708.07
260	LONG TERM LIABILITIES		
263	Loan from Officer	11,551.67	
278	TOTAL LONG TERM LIAB.		11,551.67
279	TOTAL LIABILITIES		15,259.74
280			
	EQUITY		
281	Issued Capital Stock	500.00	
282	Paid In Capital	3,494.50	

Y/E December 31, 1988

103 2593

BALANCE SHEET

C 12-3

1
1
1
3

283

Retained Earnings

-7,044.90

297

PROFIT

9,332.02

298

TOTAL EQUITY

2,287.12

299

TOTAL LIAB. & EQUITY

21,541.30

AGREEMENT

THIS AGREEMENT is made this 2ND day of March, 1989, by and between JON J. POLLOCK, d/b/a A. B. POLLOCK TRANSFER & STORAGE, a proprietorship, of Allegheny County, Pennsylvania (SELLER), and DEBO MOVING & STORAGE, INC., a Pennsylvania corporation having its principal office in Beaver County, Pennsylvania (BUYER):

I. PREMISES

A. SELLER is a motor carrier of property operating in intrastate commerce pursuant to operating authority issued by the Pennsylvania Public Utility Commission (PUC).

B. SELLER is the owner of a Certificate of Public Convenience issued by the PUC, at Application Docket A-00101849 and folders thereto, hereinafter sometimes referred to as SELLER's operating rights.

C. SELLER has agreed to sell, and BUYER has agreed to buy, the SELLER's operating rights as specifically set forth on Appendix A hereto, free and clear of all liens, encumbrances, security interests and other claims; the use of SELLER's business name and telephone number; SELLER's good will; and SELLER's storage contracts.

D. This transaction will require the prior approval of the PUC. BUYER and SELLER will file and diligently prosecute an application with the PUC for approval of the transaction,

pursuant to the applicable provisions of the Pennsylvania Public Utility Code.

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, the SELLER's operating rights as set forth in Appendix A attached hereto, and the good will of SELLER, the right to use its trade name and business telephone number, and all storage contracts in existence on the date of closing.

2. Price and Payment

BUYER will pay to SELLER for the SELLER's operating rights to be transferred the total sum of Twenty Thousand (\$20,000.00) Dollars, and the sum of Ten Thousand (\$10,000.00) Dollars for the remaining assets. The purchase price shall be paid as follows: BUYER will place in escrow with Pillar and Mulroy, P.C., the sum of Twelve Thousand (\$12,000.00) Dollars as soon after execution of this Agreement as this sum is secured by BUYER from a competent lender, but no later than the closing date. This sum, referred to herein as the escrow fund, shall be paid to SELLER at the closing, if this transaction is

approved; otherwise, it shall be returned to BUYER. Accrued interest shall be paid to BUYER in either event. At the closing, BUYER shall deliver to SELLER a promissory note, without interest, in the principal amount of Eighteen Thousand (\$18,000.00) Dollars, payable in 36 monthly installments of Five Hundred (\$500.00) Dollars, with payments commencing on the first day of the first month after closing. In the event BUYER fails to fulfill its obligation at closing, SELLER shall receive the sum of Five Thousand (\$5,000.00) Dollars from the funds deposited in escrow as liquidated damages. BUYER's promissory note will be personally guaranteed by Brian Debo, the BUYER's President, and shall be further secured by a first lien on the operating rights.

3. 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, the parties will jointly file with the PUC an application pursuant to 66 Pa. C.S.A. § 1103 seeking permanent approval of the purchase of the operating rights by BUYER from SELLER. BUYER shall pay all filing fees in connection with the filing of the application. BUYER and SELLER will, with due diligence and in good faith, cooperate fully in the preparation, filing and prosecution of the application and agree to

join in and execute such applications and other documents, attend hearings, present testimony, and otherwise cooperate to the end that approval of the transaction may be secured.

4. Approval of Application Subject to Restrictions

If the PUC, by its final order, approves the permanent application, subject to conditions which differ from those set forth on Appendix A hereto, and which materially or substantially restrict, delete or cancel the operating rights to be acquired by BUYER, or limit the use of the operating rights by BUYER, BUYER shall have the option to refuse to consummate the transaction by giving SELLER written notice thereof within twenty (20) days after the effective date of any such order. 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 6.

5. Denial of Application

In the event the PUC, by its final order, should deny approval of the application, this Agreement shall be null and void. In such event, the parties shall have no further rights or obligations with respect thereto under this Agreement. The terms and conditions of this paragraph shall be subject to the appeal provisions set forth in paragraph 6.

6. Appeals

In the event the PUC, by its final order, should deny the application, or if the PUC grants the application subject to conditions of the type set forth in paragraph 4, either party may seek judicial review of said order to the extent available.

In the event that either party elects to seek judicial review, the termination provisions set forth in paragraphs 4 and 5 shall not become effective until the exhaustion of such judicial remedies. In such event, if the final order of the PUC denying the application is sustained by the court, this Agreement shall be cancelled in accordance with paragraph 5. 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 4 within twenty (20) days after the service of the order or judgment of the last court of review.

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.

7. No Assumption of Liabilities

This Agreement only involves the sale of assets from SELLER to BUYER. Neither BUYER nor SELLER assume any claims, debts, causes of action, judgments or other liabilities or obligations of the other party by reason of this agreement.

8. Temporary Authority

The parties hereto agree that BUYER may file an application to obtain temporary authority, including emergency temporary authority, to operate under the operating rights of SELLER after the execution of this Agreement. BUYER shall bear all costs and expenses of obtaining such emergency or temporary authority and SELLER agrees to cooperate fully in such applications. If such temporary authority is granted by the PUC, BUYER shall fulfill the transportation SELLER agreed to provide and any other transportation BUYER may be requested to perform. BUYER shall bear all costs and expenses of providing such transportation, pay all assessments on revenues received under temporary authority, and retain all profits, if any. BUYER shall comply with the order granting temporary authority, including obtaining the requisite insurance and SELLER may cancel its insurance. If emergency or temporary authority is not granted, the parties shall, nevertheless, proceed to process the permanent transfer application as required by this Agreement.

9. SELLER's Representations and Warranties

SELLER represents and warrants as follows:

9.1 The operating rights set forth on Appendix A are true, correct and complete.

9.2 The Certificate of Public Convenience evidencing the SELLER's operating rights has been duly issued by the PUC; the operating rights are in good standing with the PUC and there are no citations, complaints, investigations or enforcement proceedings pending or threatened against SELLER by the PUC, the Pennsylvania Department of Transportation or any other regulatory agency; and the operating rights are, and on the final closing date will be, in full force and effect. In the event said operating rights are not in good standing with the PUC, SELLER, at its expense, will take such action as is necessary to have said operating rights placed in good standing by the PUC within a reasonable time.

9.3 The operating rights are not subject to any liens, encumbrances, security interests or claims of any kind on the date of execution of this Agreement, and no liens, encumbrances, security interest or other claims will be applicable to the operating rights pending consummation of the transaction.

9.4 There are 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 and there will be no such proceedings pending or threatened on the date of consummation of the transaction.

9.5 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.

9.6 SELLER recognizes that BUYER is not assuming any of SELLER's liabilities and that all business debts and other liabilities of SELLER incurred prior to the closing date will be the full responsibility 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.

10. PUC Assessments

SELLER warrants that all general assessments heretofore made or that may be made pursuant to the Pennsylvania Public Utility Code, for any and all operating periods up to the date of consummation of this transaction have been paid or will be paid by that date. In the event the PUC requires the payment of such assessments due from SELLER as a condition precedent to approval of this application, SELLER agrees to promptly pay any such assessments. In the event SELLER fails to do so within ten

(10) days after receiving notice from the PUC or the BUYER that such amounts are due, BUYER shall have the right to pay such assessments and to deduct any amounts so paid from the consideration due pursuant to paragraph 2 of this Agreement.

11. Assignment

Neither party shall have the right to transfer or assign this Agreement without securing the prior written consent of the other party.

12. 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.

13. Closing

This transaction will be consummated on the closing date. The closing date shall be the day selected by agreement of the parties within a period of fifteen (15) days after the effective date of the final order of the PUC approving the transaction or the fifteenth (15th) such day if no other day is selected. The time of day and location of the closing shall be mutually agreed

upon by the parties.

At the closing, SELLER shall deliver to BUYER a bill of sale for the operating rights and an assignment of each and every storage contract held by SELLER on the closing date and SELLER shall execute all documents necessary to relinquish use of the SELLER's business name "A. B. Pollock Transfer & Storage" to BUYER. SELLER further agrees to execute any documents necessary in acquiring SELLER's business telephone numbers.

14. 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.

15. 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 of their principal place of business.

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 by giving written notice pursuant to the terms of this paragraph.

16. Construction

This Agreement shall be construed in accordance with the

laws of the Commonwealth of Pennsylvania.

17. 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, guarantees, representations or other information, unless expressly and specifically set forth in this Agreement or an addendum thereto properly executed by the parties.

18. 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 written.

ATTEST:

DEBO MOVING & STORAGE, INC.
(BUYER)
625 Second Avenue
New Brighton, PA 15066

By: Brian K. Debo
Brian K. Debo, President

WITNESS:

JON J. POLLOCK, d/b/a
A. B. POLLOCK TRANSFER &
STORAGE (SELLER)
147 Center Avenue
Emsworth, PA 15202

Jon J. Pollock

By: Jon J. Pollock
Jon J. Pollock

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120

Public Meeting held February 22, 1980

Commissioners Present:

Susan M. Shanaman, Chairman
Michael Johnson
James H. Cawley
Linda C. Taliaferro

Application of Jon J. Pollock, t/a
A. B. Pollock Transfer & Storage
for approval of the transfer to him
of all of the operating rights held
by Jamison Pollock (deceased) and
John F. Pollock, copartners, t/a
A. B. Pollock Transfer & Storage
at A. 83996.

A-00101849

O R D E R

BY THE COMMISSION:

By application docketed December 10, 1979, Jon J. Pollock, t/a
A. B. Pollock Transfer & Storage, seeks approval of the transfer to him
of all the rights granted to Jamison Pollock (deceased) and John F. Pollock,
copartners, t/a A. B. Pollock Transfer & Storage, under the certificate
issued at A. 83996.

We find the applicant to be fit to hold a certificate of public
convenience and that approval of the application is necessary and proper
for the continuation of service to the public; THEREFORE,

IT IS ORDERED: That the application for the transfer of rights
held by Jamison Pollock (deceased) and John F. Pollock, copartners, t/a
A. B. Pollock Transfer & Storage, at A. 83996 be approved and that a
certificate be issued to the applicant granting the following rights:

1. To transport, as a Class B carrier, property between
points in the boroughs of Emsworth, Ben Avon, Ben Avon
Heights, Avalon, Bellevue, Glenfield and Sewickley,
Allegheny County.
2. To transport, as a Class C carrier, property from
points in the boroughs of Emsworth, Ben Avon, Ben
Avon Heights, Avalon, Bellevue, Glenfield and
Sewickley, Allegheny County, to points within
twenty-five (25) miles by the usually traveled
highways of the borough limits of Emsworth.

3. To transport, as a Class D carrier, household and office furnishings, in use, from points in the boroughs of Emsworth, Ben Avon, Ben Avon Heights, Avalon, Bellevue, Glenfield and Sewickley, Allegheny County, to other points in Pennsylvania.
4. To transport, as a Class D carrier, household goods and office furnishings, in use, between points in the county of Allegheny.
5. To transport, as a Class D carrier, commodities for the Department of Public Assistance from its warehouses in the city of Pittsburgh, Allegheny County, to points within an airline distance of seventy-five (75) miles of the City-County Building in the city of Pittsburgh.
6. To transport, as a Class D carrier, property between points in the borough of Sewickley, Allegheny County, and within six (6) miles by the usually traveled highways of the limits of said borough.
7. To transport, as a Class C carrier, property from points in the borough of Sewickley, Allegheny County, and within six (6) miles by the usually traveled highways of the limits of said borough to points in the counties of Allegheny and Beaver within fifteen (15) miles by the usually traveled highways of the limits of the said borough.
8. To transport, as a Class D carrier, household goods in use, contractors' equipment and trees from points in the borough of Sewickley, Allegheny County and within six (6) miles by the usually traveled highways of the limits of said borough to points in Pennsylvania within twenty-five (25) miles by the usually traveled highways of the limits of the said borough;

subject to the following conditions:

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

2. That the accounts of the transferee shall reflect the same book values as the records of the transferor at the effective date of the transfer, any previously recorded appreciation having been deleted therefrom; provided that the applicant shall not record in his utility accounts any amounts representing the rights herein granted in excess of the actual cost of such rights to the original holder thereof.
3. That the operating authority granted herein, or subsequently granted to the applicant to the extent that it is duplicative shall not be construed as conferring more than one operating right.
4. That the certificate holder shall comply with all of the provisions of the Public Utility Law as now existing or as may hereafter be amended, and Pa. Code Title 52, Chapter 31, as now existing or as may hereafter be amended, and any other rules and regulations as may hereafter be prescribed by the Commission. Failure to comply shall be sufficient cause to suspend, revoke or rescind the rights and privileges conferred by the certificate.

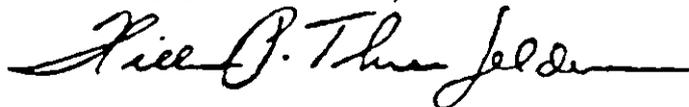
IT IS FURTHER ORDERED: That the applicant shall not engage in any transportation granted herein until he shall have complied with the requirements of the Pennsylvania Public Utility Law and the rules and regulations of this Commission relative to the filing and acceptance of evidence of insurance and a tariff establishing just and reasonable rates.

IT IS FURTHER ORDERED: That issuance of the certificate be withheld pending submission of proof of compliance with the provisions of the Fictitious Names Act.

IT IS FURTHER ORDERED: That in the event said applicant has not, on or before sixty (60) days from the date of the service of this order, complied with the requirements hereinbefore set forth, the application shall be dismissed without further proceedings.

IT IS FURTHER ORDERED: That upon compliance with this order the rights granted the transferor Jamison Pollock (deceased) and John F. Pollock, copartners, t/a A. B. Pollock Transfer & Storage, at A. 83996 be cancelled and the record be marked closed.

BY THE COMMISSION,



William P. Thierfelder
Secretary

(SEAL)

ORDER ADOPTED: February 22, 1980

ORDER ENTERED: **FEB 29 1980**

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120

Public Meeting held February 22, 1980

Commissioners Present:

Susan M. Shanaman, Chairman
Michael Johnson
James H. Cawley
Linda C. Taliaferro

Application of Jon J. Pollock, t/a
A. B. Pollock Transfer & Storage
for approval of the transfer to him
of all of the operating rights held
by Jamison Pollock (deceased) and
John F. Pollock, copartners, t/a
A. B. Pollock Transfer & Storage
at A. 83996.

A-00101849

O R D E R.

BY THE COMMISSION:

By application docketed December 10, 1979, Jon J. Pollock, t/a
A. B. Pollock Transfer & Storage, seeks approval of the transfer to him
of all the rights granted to Jamison Pollock (deceased) and John F. Pollock,
copartners, t/a A. B. Pollock Transfer & Storage, under the certificate
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We find the applicant to be fit to hold a certificate of public
convenience and that approval of the application is necessary and proper
for the continuation of service to the public; THEREFORE,

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held by Jamison Pollock (deceased) and John F. Pollock, copartners, t/a
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points in the boroughs of Emsworth, Ben Avon, Ben
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twenty-five (25) miles by the usually traveled
highways of the borough limits of Emsworth.

3. To transport, as a Class D carrier, household and office furnishings, in use, from points in the boroughs of Emsworth, Ben Avon, Ben Avon Heights, Avalon, Bellevue, Glenfield and Sewickley, Allegheny County, to other points in Pennsylvania.
4. To transport, as a Class D carrier, household goods and office furnishings, in use, between points in the county of Allegheny.
5. To transport, as a Class D carrier, commodities for the Department of Public Assistance from its warehouses in the city of Pittsburgh, Allegheny County, to points within an airline distance of seventy-five (75) miles of the City-County Building in the city of Pittsburgh.
6. To transport, as a Class D carrier, property between points in the borough of Sewickley, Allegheny County, and within six (6) miles by the usually traveled highways of the limits of said borough.
7. To transport, as a Class C carrier, property from points in the borough of Sewickley, Allegheny County, and within six (6) miles by the usually traveled highways of the limits of said borough to points in the counties of Allegheny and Beaver within fifteen (15) miles by the usually traveled highways of the limits of the said borough.
8. To transport, as a Class D carrier, household goods in use, contractors' equipment and trees from points in the borough of Sewickley, Allegheny County and within six (6) miles by the usually traveled highways of the limits of said borough to points in Pennsylvania within twenty-five (25) miles by the usually traveled highways of the limits of the said borough;

subject to the following conditions:

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

PENNSYLVANIA PUBLIC UTILITY COMMISSION
BUREAU OF TRANSPORTATION

See Instructions before Completing Application

RECEIVED
Public Utility Commission

Application For:

- EMERGENCY TEMPORARY AUTHORITY
 TEMPORARY AUTHORITY
 EXTENSION OF EMERGENCY TEMPORARY AUTHORITY

A-106548
F.I. Am-A



1. DEBO MOVING & STORAGE, INC. N/A
(Name of applicant) (Trade name, if any)
625 Second Avenue New Brighton PA 15066
(Street address) (City) (State & Zip Code)
JOHN A. PILLAR, ESQ., Pillar and Mulroy, P.C., Suite 700,
2. 312 Boulevard of the Allies, Pittsburgh, PA 15222 412/471-3300
(Name, Address & Telephone Number of Applicant's Attorney, if any)

3. Applicant is an individual partnership X corporation.
4. Applicant requests authority to provide service as a common or contract carrier by motor vehicle, broker or freight forwarder in intrastate commerce; or is proposing to acquire authority by X transfer. Give a description of type of service to be provided and area to be served:

See Agreement attached.

5. Applicant does hold Pa. PUC authority under Docket No. A-00106548 and (does or does not) operates as a common carrier. (common or contract)

DOCUMENT
FOLDER

DOCKETED
APPLICATION DOCKET
APR 4 1989
ENTRY No. Am

A-106548 F.I. Am-A

6. If this application is for temporary authority, applicant does does not have pending an application for permanent authority to perform the same service as proposed herein. If it has, give docket number, filing date and status. If applicant does not have a pending permanent application currently on file, application for permanent authority must be enclosed.

Filed simultaneously herewith

7. If this application is for emergency temporary authority, and not accompanied by applications for corresponding temporary and permanent authority, state when the applications for temporary and permanent authority will be filed.

Filed simultaneously herewith

8. "Applicant's Statement" shall be prepared by the applicant or authorized representative of the applicant and shall contain the information as stated at Appendix A.
9. "Statements of Supporting Shippers or Witnesses" shall be prepared by the shipper or witness, or an authorized representative of the shipper or witness and shall contain the information as stated at Appendix B.

Applicant further declares that:

10. It is aware that a grant of the requested authority will create no presumption that corresponding permanent authority will be granted.
11. If the requested authority is granted, applicant will comply with the tariff and insurance requirements of the Public Utility Law before beginning operation.

Brian Debo

(Signature)

Brian Debo
President

(Corporate Title)

March 2, 1989

(Date)

THIS MUST BE COMPLETED BY NOTARY PUBLIC

AFFIDAVIT OF APPLICANT (Natural Person)

COMMONWEALTH OF PENNSYLVANIA :
_____ County : ss:

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

Signature of Affiant

Sworn and subscribed before me this _____
day of _____ 19_____
My Commission Expires _____

Signature of Official Administering Oath

AFFIDAVIT OF APPLICANT (Corporation)

COMMONWEALTH OF PENNSYLVANIA :
Allegheny County : ss:

BRIAN DEBO, being duly sworn (affirmed) according to law, deposes and says that he is President of Debo Moving & Storage, Inc. (Office of Affiant)

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

_____ (Name of Corporation)

at the hearing hereof.

Brian Debo

Signature of Affiant

Brian Debo

Sworn and subscribed before me this 2nd
day of March 19 89

My Commission Expires _____
NOTARIAL SEAL
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES NOV. 20, 1990

Member, Pennsylvania Association of Notaries

Shawn Cieslinski

Signature of Official Administering Oath



March 2, 1989

RE: Jon Pollock
147 Center Ave.
Emsworth, PA 15202

To Whom It May Concern:

Mr. Jon Pollock has been treated at this office many times. I feel if he continues to do the same type of work it will be detrimental to his back problems.

Sincerely,

W. Wayne Dice

Dr. Wayne Dice

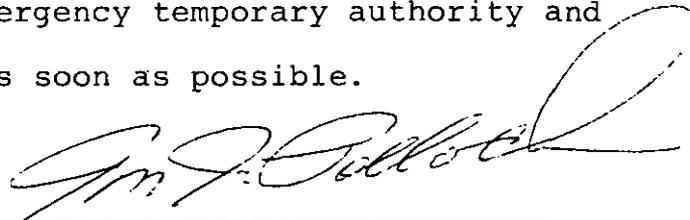
STATEMENT OF JON J. POLLOCK
FOR A. B. POLLOCK TRANSFER & STORAGE

My name and business address are Jon J. Pollock, 147 Center Avenue, Emsworth, PA 15202. I am the owner of A. B. Pollock Transfer & Storage, a sole proprietorship. Because of physical problems involving my back, I am unable to continue to provide the type of service required by a household goods mover, and I do not have, and cannot obtain, sufficient help to assist me in continuing in business. In addition, I have recently undergone tests to determine whether I have a heart condition and I am obliged, for health reasons, to sell and transfer my business to another carrier. I have entered into an agreement with Debo Moving & Storage, Inc., a local household goods mover, that is ready, willing and able to take over my operation if emergency or regular temporary authority is granted by this Commission. There is attached to my statement a letter from my doctor indicating the extent of my back problem.

I have operated A. B. Pollock Transfer & Storage for many years as a sole proprietorship. We have provided continuous service to the public and we still do this, even though it is difficult for me to handle the lifting and moving that is required in my business. I have entered into an agreement to sell my Pennsylvania operating rights, as well as my ICC rights. The approval of emergency and regular temporary authority will

enable me to have a carrier of some ability to take over the operations previously provided by A. B. Pollock Transfer & Storage.

The request of the applicant for emergency and regular temporary authority is not the result of any labor union or organization representing any employees of A. B. Pollock Transfer & Storage, or the filing of any petition to represent such employees, with the National Labor Relations Board or the Pennsylvania Labor Relations Board. The sole reason for requesting emergency and regular temporary authority is to enable me to be relieved of the burdens of labors involved in my handling of household goods in use and office furnishings in use. I ask the Commission to approve the application of Debo Moving & Storage, Inc. for emergency temporary authority and regular temporary authority as soon as possible.



Jon J. Pollock

SWORN TO and subscribed before me this 2nd day of March, 1989.

Sherry A. Wardzynski
Notary Public

My commission expires:

NOTARY PUBLIC
SHERRY A. WARDZYNOSKI
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES NOV. 30, 1990
Member, Pennsylvania Association of Notaries

STATEMENT OF BRIAN DEBO
FOR DEBO MOVING & STORAGE, INC.

My name and business address are Brian Debo, 625 Second Avenue, New Brighton, PA 15066. I am President of Debo Moving & Storage, Inc., a Pennsylvania business corporation. My company has entered into an agreement to purchase the operating rights and certain other assets of A. B. Pollock Transfer & Storage owned and operated by Jon J. Pollock of Emsworth, PA.

Debo Moving & Storage is currently authorized by the Pennsylvania Public Utility Commission, at Docket A.106548, to transport household goods and office furnishings in use between specified portions of Pennsylvania. A list of my company's equipment is attached to the corresponding permanent authority application. My company currently operates 2 moving vans. This equipment will be used in connection with the services to be provided under the operating rights of A. B. Pollock Transfer & Storage pursuant to emergency temporary and temporary authority, if such authority is approved by the Pennsylvania Public Utility Commission.

My company's terminal and office is located in New Brighton, Beaver County, PA. At this location, we have both an office and a garage facility. We perform maintenance on our equipment at this location, and we do all billing and dispatching from our New Brighton office. We also have storage facilities which are used in connection with the transportation of household goods

in use. We presently have 5 employees, including 2 drivers.

The filing of this application did not result from a warning, road check, or investigation by the Commission. The filing of this application is the direct result of the inability of Mr. Pollock to continue in business for the reasons set forth in his statement which is submitted with this application. There is a continuing need for the service presently provided by A. B. Pollock Transfer & Storage, and Debo Moving & Storage, Inc. is ready, willing and able to continue that service upon approval of the temporary or emergency temporary authority. My company is an experienced household goods mover and we have the equipment and facilities available to provide additional service under the transferor's operating rights.

My company can be contacted by calling 412/843-1022. We are an agent for Interstate Van Lines and operate in interstate commerce. We also provide service within Pennsylvania under our PUC rights. Debo Moving & Storage, Inc. is a carrier in good standing and we have the requisite insurance coverage and are otherwise in compliance with all Commission rules and regulations.

No rates, fares or charges published by Debo Moving & Storage, Inc. are under suspension. No application for special permission to publish the rates, fares and charges of A. B. Pollock Transfer & Storage on less than 30 days' notice has been

granted or denied.

No labor unions or organization represents any of the employees of Debo Moving & Storage, Inc. or A. B. Pollock Transfer & Storage, and there is no petition to represent said employees on file with the National Labor Relations Board or the Pennsylvania Labor Relations Board. We ask the Commission to approve emergency and regular temporary authority as requested.

Brian Debo

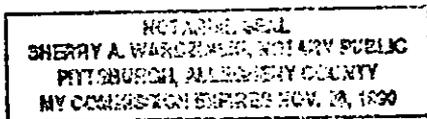
Brian Debo, President
Debo Moving & Storage, Inc.

SWORN TO and subscribed
before me this 2nd day
of March, 1989.

Sherry A. Wardynski

Notary Public

My commission expires:



Member, Pennsylvania Association of Notaries

AGREEMENT

THIS AGREEMENT is made this 10 day of November, 1989, by and between JON J. POLLOCK, d/b/a A. B. POLLOCK TRANSFER & STORAGE, a proprietorship, of Allegheny County, Pennsylvania (SELLER), and DEBO MOVING & STORAGE, INC., a Pennsylvania corporation having its principal office in Beaver County, Pennsylvania (BUYER).

I. PREMISES

A. SELLER is a motor carrier of property operating in intrastate commerce pursuant to operating authority issued by the Pennsylvania Public Utility Commission (PUC).

B. SELLER is the owner of a Certificate of Public Convenience issued by the PUC, at Application Docket A-00101849 and folders thereto, hereinafter sometimes referred to as SELLER's operating rights.

C. SELLER has agreed to sell, and BUYER has agreed to buy, the SELLER's operating rights as specifically set forth on Appendix A hereto, free and clear of all liens, encumbrances, security interests and other claims; the use of SELLER's business name and telephone number; SELLER's good will; and SELLER's storage contracts.

D. This transaction will require the prior approval of the PUC. BUYER and SELLER will file and diligently prosecute an application with the PUC for approval of the transaction,

pursuant to the applicable provisions of the Pennsylvania Public Utility Code.

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, the SELLER's operating rights as set forth in Appendix A attached hereto, and the good will of SELLER, the right to use its trade name and business telephone number, and all storage contracts in existence on the date of closing.

2. Price and Payment

BUYER will pay to SELLER for the SELLER's operating rights to be transferred the total sum of Twenty Thousand (\$20,000.00) Dollars, and the sum of Ten Thousand (\$10,000.00) Dollars for the remaining assets. The purchase price shall be paid as follows: BUYER will place in escrow with Pillar and Mulroy, P.C., the sum of Twelve Thousand (\$12,000.00) Dollars as soon after execution of this Agreement as this sum is secured by BUYER from a competent lender, but no later than the closing date. This sum, referred to herein as the escrow fund, shall be paid to SELLER at the closing, if this transaction is

approved; otherwise, it shall be returned to BUYER. Accrued interest shall be paid to BUYER in either event. At the closing, BUYER shall deliver to SELLER a promissory note, without interest, in the principal amount of Eighteen Thousand (\$18,000.00) Dollars, payable in 36 monthly installments of Five Hundred (\$500.00) Dollars, with payments commencing on the first day of the first month after closing. In the event BUYER fails to fulfill its obligation at closing, SELLER shall receive the sum of Five Thousand (\$5,000.00) Dollars from the funds deposited in escrow as liquidated damages. BUYER's promissory note will be personally guaranteed by Brian Debo, the BUYER's President, and shall be further secured by a first lien on the operating rights.

3. 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, the parties will jointly file with the PUC an application pursuant to 66 Pa. C.S.A. § 1103 seeking permanent approval of the purchase of the operating rights by BUYER from SELLER. BUYER shall pay all filing fees in connection with the filing of the application. BUYER and SELLER will, with due diligence and in good faith, cooperate fully in the preparation, filing and prosecution of the application and agree to

join in and execute such applications and other documents, attend hearings, present testimony, and otherwise cooperate to the end that approval of the transaction may be secured.

4. Approval of Application Subject to Restrictions

If the PUC, by its final order, approves the permanent application, subject to conditions which differ from those set forth on Appendix A hereto, and which materially or substantially restrict, delete or cancel the operating rights to be acquired by BUYER, or limit the use of the operating rights by BUYER, BUYER shall have the option to refuse to consummate the transaction by giving SELLER written notice thereof within twenty (20) days after the effective date of any such order. 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 6.

5. Denial of Application

In the event the PUC, by its final order, should deny approval of the application, this Agreement shall be null and void. In such event, the parties shall have no further rights or obligations with respect thereto under this Agreement. The terms and conditions of this paragraph shall be subject to the appeal provisions set forth in paragraph 6.

6. Appeals

In the event the PUC, by its final order, should deny the application, or if the PUC grants the application subject to conditions of the type set forth in paragraph 4, either party may seek judicial review of said order to the extent available.

In the event that either party elects to seek judicial review, the termination provisions set forth in paragraphs 4 and 5 shall not become effective until the exhaustion of such judicial remedies. In such event, if the final order of the PUC denying the application is sustained by the court, this Agreement shall be cancelled in accordance with paragraph 5. 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 4 within twenty (20) days after the service of the order or judgment of the last court of review.

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.

7. No Assumption of Liabilities

This Agreement only involves the sale of assets from SELLER to BUYER. Neither BUYER nor SELLER assume any claims, debts, causes of action, judgments or other liabilities or obligations of the other party by reason of this agreement.

8. Temporary Authority

The parties hereto agree that BUYER may file an application to obtain temporary authority, including emergency temporary authority, to operate under the operating rights of SELLER after the execution of this Agreement. BUYER shall bear all costs and expenses of obtaining such emergency or temporary authority and SELLER agrees to cooperate fully in such applications. If such temporary authority is granted by the PUC, BUYER shall fulfill the transportation SELLER agreed to provide and any other transportation BUYER may be requested to perform. BUYER shall bear all costs and expenses of providing such transportation, pay all assessments on revenues received under temporary authority, and retain all profits, if any. BUYER shall comply with the order granting temporary authority, including obtaining the requisite insurance and SELLER may cancel its insurance. If emergency or temporary authority is not granted, the parties shall, nevertheless, proceed to process the permanent transfer application as required by this Agreement.

9. SELLER's Representations and Warranties

SELLER represents and warrants as follows:

9.1 The operating rights set forth on Appendix A are true, correct and complete.

9.2 The Certificate of Public Convenience evidencing the SELLER's operating rights has been duly issued by the PUC; the operating rights are in good standing with the PUC and there are no citations, complaints, investigations or enforcement proceedings pending or threatened against SELLER by the PUC, the Pennsylvania Department of Transportation or any other regulatory agency; and the operating rights are, and on the final closing date will be, in full force and effect. In the event said operating rights are not in good standing with the PUC, SELLER, at its expense, will take such action as is necessary to have said operating rights placed in good standing by the PUC within a reasonable time.

9.3 The operating rights are not subject to any liens, encumbrances, security interests or claims of any kind on the date of execution of this Agreement, and no liens, encumbrances, security interest or other claims will be applicable to the operating rights pending consummation of the transaction.

9.4 There are 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 and there will be no such proceedings pending or threatened on the date of consummation of the transaction.

9.5 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.

9.6 SELLER recognizes that BUYER is not assuming any of SELLER's liabilities and that all business debts and other liabilities of SELLER incurred prior to the closing date will be the full responsibility 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.

10. PUC Assessments

SELLER warrants that all general assessments heretofore made or that may be made pursuant to the Pennsylvania Public Utility Code, for any and all operating periods up to the date of consummation of this transaction have been paid or will be paid by that date. In the event the PUC requires the payment of such assessments due from SELLER as a condition precedent to approval of this application, SELLER agrees to promptly pay any such assessments. In the event SELLER fails to do so within ten

(10) days after receiving notice from the PUC or the BUYER that such amounts are due, BUYER shall have the right to pay such assessments and to deduct any amounts so paid from the consideration due pursuant to paragraph 2 of this Agreement.

11. Assignment

Neither party shall have the right to transfer or assign this Agreement without securing the prior written consent of the other party.

12. 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.

13. Closing

This transaction will be consummated on the closing date. The closing date shall be the day selected by agreement of the parties within a period of fifteen (15) days after the effective date of the final order of the PUC approving the transaction or the fifteenth (15th) such day if no other day is selected. The time of day and location of the closing shall be mutually agreed

upon by the parties.

At the closing, SELLER shall deliver to BUYER a bill of sale for the operating rights and an assignment of each and every storage contract held by SELLER on the closing date and SELLER shall execute all documents necessary to relinquish use of the SELLER's business name "A. B. Pollock Transfer & Storage" to BUYER. SELLER further agrees to execute any documents necessary in acquiring SELLER's business telephone numbers.

14. 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.

15. 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 of their principal place of business.

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 by giving written notice pursuant to the terms of this paragraph.

16. Construction

This Agreement shall be construed in accordance with the

laws of the Commonwealth of Pennsylvania.

17. 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, guarantees, representations or other information, unless expressly and specifically set forth in this Agreement or an addendum thereto properly executed by the parties.

18. 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 written.

ATTEST:

DEBO MOVING & STORAGE, INC.
(BUYER)
625 Second Avenue
New Brighton, PA 15066

By: Brian K. Debo
Brian K. Debo, President

WITNESS:

JON J. POLLOCK, d/b/a
A. B. POLLOCK TRANSFER &
STORAGE (SELLER)
147 Center Avenue
Emsworth, PA 15202

By: Jon J. Pollock
Jon J. Pollock

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120

Public Meeting held February 22, 1980

Commissioners Present:

Susan M. Shanaman, Chairman
Michael Johnson
James H. Cawley
Linda C. Taliaferro

Application of Jon J. Pollock, t/a
A. B. Pollock Transfer & Storage
for approval of the transfer to him
of all of the operating rights held
by Jamison Pollock (deceased) and
John F. Pollock, copartners, t/a
A. B. Pollock Transfer & Storage
at A. 83996.

A-00101849

O R D E R

BY THE COMMISSION:

By application docketed December 10, 1979, Jon J. Pollock, t/a
A. B. Pollock Transfer & Storage, seeks approval of the transfer to him
of all the rights granted to Jamison Pollock (deceased) and John F. Pollock,
copartners, t/a A. B. Pollock Transfer & Storage, under the certificate
issued at A. 83996.

We find the applicant to be fit to hold a certificate of public
convenience and that approval of the application is necessary and proper
for the continuation of service to the public; THEREFORE,

IT IS ORDERED: That the application for the transfer of rights
held by Jamison Pollock (deceased) and John F. Pollock, copartners, t/a
A. B. Pollock Transfer & Storage, at A. 83996 be approved and that a
certificate be issued to the applicant granting the following rights:

1. To transport, as a Class B carrier, property between
points in the boroughs of Emsworth, Ben Avon, Ben Avon
Heights, Avalon, Bellevue, Glenfield and Sewickley,
Allegheny County.
2. To transport, as a Class C carrier, property from
points in the boroughs of Emsworth, Ben Avon, Ben
Avon Heights, Avalon, Bellevue, Glenfield and
Sewickley, Allegheny County, to points within
twenty-five (25) miles by the usually traveled
highways of the borough limits of Emsworth.

3. To transport, as a Class D carrier, household and office furnishings, in use, from points in the boroughs of Emsworth, Ben Avon, Ben Avon Heights, Avalon, Bellevue, Glenfield and Sewickley, Allegheny County, to other points in Pennsylvania.
4. To transport, as a Class D carrier, household goods and office furnishings, in use, between points in the county of Allegheny.
5. To transport, as a Class D carrier, commodities for the Department of Public Assistance from its warehouses in the city of Pittsburgh, Allegheny County, to points within an airline distance of seventy-five (75) miles of the City-County Building in the city of Pittsburgh.
6. To transport, as a Class D carrier, property between points in the borough of Sewickley, Allegheny County, and within six (6) miles by the usually traveled highways of the limits of said borough.
7. To transport, as a Class C carrier, property from points in the borough of Sewickley, Allegheny County, and within six (6) miles by the usually traveled highways of the limits of said borough to points in the counties of Allegheny and Beaver within fifteen (15) miles by the usually traveled highways of the limits of the said borough.
8. To transport, as a Class D carrier, household goods in use, contractors' equipment and trees from points in the borough of Sewickley, Allegheny County and within six (6) miles by the usually traveled highways of the limits of said borough to points in Pennsylvania within twenty-five (25) miles by the usually traveled highways of the limits of the said borough;

subject to the following conditions:

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

2. That the accounts of the transferee shall reflect the same book values as the records of the transferor at the effective date of the transfer, any previously recorded appreciation having been deleted therefrom; provided that the applicant shall not record in his utility accounts any amounts representing the rights herein granted in excess of the actual cost of such rights to the original holder thereof.
3. That the operating authority granted herein, or subsequently granted to the applicant to the extent that it is duplicative shall not be construed as conferring more than one operating right.
4. That the certificate holder shall comply with all of the provisions of the Public Utility Law as now existing or as may hereafter be amended, and Pa. Code Title 52, Chapter 31, as now existing or as may hereafter be amended, and any other rules and regulations as may hereafter be prescribed by the Commission. Failure to comply shall be sufficient cause to suspend, revoke or rescind the rights and privileges conferred by the certificate.

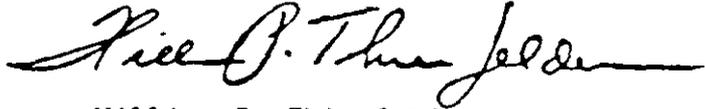
IT IS FURTHER ORDERED: That the applicant shall not engage in any transportation granted herein until he shall have complied with the requirements of the Pennsylvania Public Utility Law and the rules and regulations of this Commission relative to the filing and acceptance of evidence of insurance and a tariff establishing just and reasonable rates.

IT IS FURTHER ORDERED: That issuance of the certificate be withheld pending submission of proof of compliance with the provisions of the Fictitious Names Act.

IT IS FURTHER ORDERED: That in the event said applicant has not, on or before sixty (60) days from the date of the service of this order, complied with the requirements hereinbefore set forth, the application shall be dismissed without further proceedings.

IT IS FURTHER ORDERED: That upon compliance with this order the rights granted the transferor Jamison Pollock (deceased) and John F. Pollock, copartners, t/a A. B. Pollock Transfer & Storage, at A. 83996 be cancelled and the record be marked closed.

BY THE COMMISSION,



William P. Thierfelder
Secretary

(SEAL)

ORDER ADOPTED: February 22, 1980

ORDER ENTERED: **FEB 29 1980**

PENNSYLVANIA PUBLIC UTILITY COMMISSION
BUREAU OF TRANSPORTATION

RECEIVED

MAR 6 1989

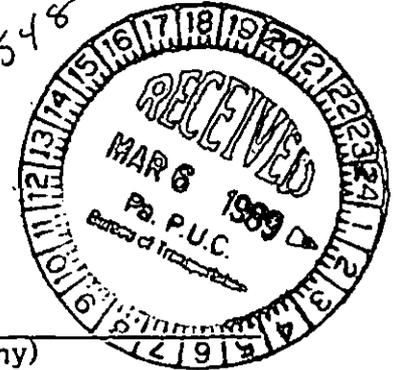
See Instructions before Completing Application

SECRETARYS OFFICE
Public Utility Commission
Public Utility Commission

Application For:

- EMERGENCY TEMPORARY AUTHORITY
- TEMPORARY AUTHORITY
- EXTENSION OF EMERGENCY TEMPORARY AUTHORITY

A-106548

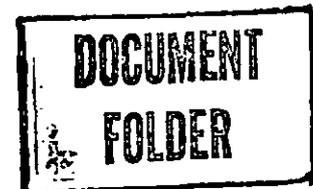


1. DEBO MOVING & STORAGE, INC. N/A
(Name of applicant) (Trade name, if any)
625 Second Avenue New Brighton PA 15066
(Street address) (City) (State & Zip Code)
JOHN A. PILLAR, ESQ., Pillar and Mulroy, P.C., Suite 700,
312 Boulevard of the Allies, Pittsburgh, PA 15222 412/471-3300
2. _____
(Name, Address & Telephone Number of Applicant's Attorney, if any)

3. Applicant is an individual partnership X corporation.
4. Applicant requests authority to provide service as a common or contract carrier by motor vehicle, broker or freight forwarder in intrastate commerce; or is proposing to acquire authority by X transfer. Give a description of type of service to be provided and area to be served:

See Agreement attached

5. Applicant does hold Pa. PUC authority under Docket No. A-00106548 and (does or does not) operates as a common carrier. (common or contract)



A-106548 F.1 Am-A

6. If this application is for temporary authority, applicant does does not have pending an application for permanent authority to perform the same service as proposed herein. If it has, give docket number, filing date and status. If applicant does not have a pending permanent application currently on file, application for permanent authority must be enclosed.

Filed simultaneously herewith

If this application is for emergency temporary authority, and not accompanied by applications for corresponding temporary and permanent authority, state when the applications for temporary and permanent authority will be filed.

Filed simultaneously herewith

8. "Applicant's Statement" shall be prepared by the applicant or authorized representative of the applicant and shall contain the information as stated at Appendix A.

9. "Statements of Supporting Shippers or Witnesses" shall be prepared by the shipper or witness, or an authorized representative of the shipper or witness and shall contain the information as stated at Appendix B.

Applicant further declares that:

10. It is aware that a grant of the requested authority will create no presumption that corresponding permanent authority will be granted.
11. If the requested authority is granted, applicant will comply with the tariff and insurance requirements of the Public Utility Law before beginning operation.



(Signature)

Brian Debo
President

(Corporate Title)

March 2, 1989

(Date)

THIS MUST BE COMPLETED BY NOTARY PUBLIC

AFFIDAVIT OF APPLICANT (Natural Person)

COMMONWEALTH OF PENNSYLVANIA :
_____ County : ss:

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

Signature of Affiant

Sworn and subscribed before me this _____
day of _____ 19____
My Commission Expires _____

Signature of Official Administering Oath

AFFIDAVIT OF APPLICANT (Corporation)

COMMONWEALTH OF PENNSYLVANIA :
Allegheny County : ss:

BRIAN DEBO, being duly sworn (affirmed) according to law, deposes and says that he is President of Debo Moving & Storage, Inc. (Office of Affiant)

_____ ; that he is authorized to and does make this (Name of Corporation)

affidavit for it; and that the facts above set forth are true and correct; or are true and correct to the best of his knowledge, information and belief and that he expects the said Debo Moving & Storage, Inc. (Name of Corporation) to be able to prove the same at the hearing hereof.

Brian Debo
Signature of Affiant
Brian Debo

Sworn and subscribed before me this 2nd
day of March 19 89

NOTARIAL SEAL
My Commission as Notary Public
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES NOV. 26, 1990
Member, Pennsylvania Association of Notaries

Sherry A. Wardzynski
Signature of Official Administering Oath

STATEMENT OF BRIAN DEBO
FOR DEBO MOVING & STORAGE, INC.

My name and business address are Brian Debo, 625 Second Avenue, New Brighton, PA 15066. I am President of Debo Moving & Storage, Inc., a Pennsylvania business corporation. My company has entered into an agreement to purchase the operating rights and certain other assets of A. B. Pollock Transfer & Storage owned and operated by Jon J. Pollock of Emsworth, PA.

Debo Moving & Storage is currently authorized by the Pennsylvania Public Utility Commission, at Docket A.106548, to transport household goods and office furnishings in use between specified portions of Pennsylvania. A list of my company's equipment is attached to the corresponding permanent authority application. My company currently operates 2 moving vans. This equipment will be used in connection with the services to be provided under the operating rights of A. B. Pollock Transfer & Storage pursuant to emergency temporary and temporary authority, if such authority is approved by the Pennsylvania Public Utility Commission.

My company's terminal and office is located in New Brighton, Beaver County, PA. At this location, we have both an office and a garage facility. We perform maintenance on our equipment at this location, and we do all billing and dispatching from our New Brighton office. We also have storage facilities which are used in connection with the transportation of household goods

in use. We presently have 5 employees, including 2 drivers.

The filing of this application did not result from a warning, road check, or investigation by the Commission. The filing of this application is the direct result of the inability of Mr. Pollock to continue in business for the reasons set forth in his statement which is submitted with this application. There is a continuing need for the service presently provided by A. B. Pollock Transfer & Storage, and Debo Moving & Storage, Inc. is ready, willing and able to continue that service upon approval of the temporary or emergency temporary authority. My company is an experienced household goods mover and we have the equipment and facilities available to provide additional service under the transferor's operating rights.

My company can be contacted by calling 412/843-1022. We are an agent for Interstate Van Lines and operate in interstate commerce. We also provide service within Pennsylvania under our PUC rights. Debo Moving & Storage, Inc. is a carrier in good standing and we have the requisite insurance coverage and are otherwise in compliance with all Commission rules and regulations.

No rates, fares or charges published by Debo Moving & Storage, Inc. are under suspension. No application for special permission to publish the rates, fares and charges of A. B. Pollock Transfer & Storage on less than 30 days' notice has been

granted or denied.

No labor unions or organization represents any of the employees of Debo Moving & Storage, Inc. or A. B. Pollock Transfer & Storage, and there is no petition to represent said employees on file with the National Labor Relations Board or the Pennsylvania Labor Relations Board. We ask the Commission to approve emergency and regular temporary authority as requested.

Brian Debo

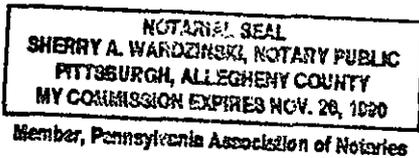
Brian Debo, President
Debo Moving & Storage, Inc.

SWORN TO and subscribed
before me this 2nd day
of March, 1989.

Sherry A. Wardzinski

Notary Public

My commission expires:



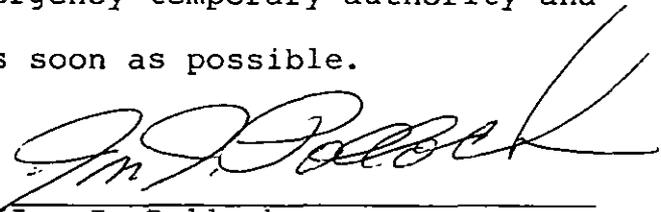
STATEMENT OF JON J. POLLOCK
FOR A. B. POLLOCK TRANSFER & STORAGE

My name and business address are Jon J. Pollock, 147 Center Avenue, Emsworth, PA 15202. I am the owner of A. B. Pollock Transfer & Storage, a sole proprietorship. Because of physical problems involving my back, I am unable to continue to provide the type of service required by a household goods mover, and I do not have, and cannot obtain, sufficient help to assist me in continuing in business. In addition, I have recently undergone tests to determine whether I have a heart condition and I am obliged, for health reasons, to sell and transfer my business to another carrier. I have entered into an agreement with Debo Moving & Storage, Inc., a local household goods mover, that is ready, willing and able to take over my operation if emergency or regular temporary authority is granted by this Commission. There is attached to my statement a letter from my doctor indicating the extent of my back problem.

I have operated A. B. Pollock Transfer & Storage for many years as a sole proprietorship. We have provided continuous service to the public and we still do this, even though it is difficult for me to handle the lifting and moving that is required in my business. I have entered into an agreement to sell my Pennsylvania operating rights, as well as my ICC rights. The approval of emergency and regular temporary authority will

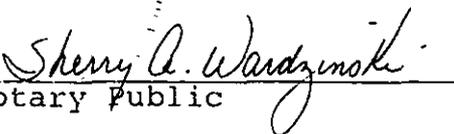
enable me to have a carrier of some ability to take over the operations previously provided by A. B. Pollock Transfer & Storage.

The request of the applicant for emergency and regular temporary authority is not the result of any labor union or organization representing any employees of A. B. Pollock Transfer & Storage, or the filing of any petition to represent such employees, with the National Labor Relations Board or the Pennsylvania Labor Relations Board. The sole reason for requesting emergency and regular temporary authority is to enable me to be relieved of the burdens of labors involved in my handling of household goods in use and office furnishings in use. I ask the Commission to approve the application of Debo Moving & Storage, Inc. for emergency temporary authority and regular temporary authority as soon as possible.



Jon J. Pollock

SWORN TO and subscribed
before me this 2nd day
of March, 1989.



Notary Public

My commission expires:

NOTARIAL SEAL
SHERRY A. WARDZINSKI, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES NOV. 20, 1990

Member, Pennsylvania Association of Notaries



March 2, 1989

RE: Jon Pollock
147 Center Ave.
Emsworth, PA 15202

To Whom It May Concern:

Mr. Jon Pollock has been treated at this office many times. I feel if he continues to do the same type of work it will be detrimental to his back problems.

Sincerely,

W. Wayne Dice

Dr. Wayne Dice

AGREEMENT

THIS AGREEMENT is made this 21st day of March, 1989, by and between JON J. POLLOCK, d/b/a A. B. POLLOCK TRANSFER & STORAGE, a proprietorship, of Allegheny County, Pennsylvania (SELLER), and DEBO MOVING & STORAGE, INC., a Pennsylvania corporation having its principal office in Beaver County, Pennsylvania (BUYER).

I. PREMISES

A. SELLER is a motor carrier of property operating in intrastate commerce pursuant to operating authority issued by the Pennsylvania Public Utility Commission (PUC).

B. SELLER is the owner of a Certificate of Public Convenience issued by the PUC, at Application Docket A-00101849 and folders thereto, hereinafter sometimes referred to as SELLER's operating rights.

C. SELLER has agreed to sell, and BUYER has agreed to buy, the SELLER's operating rights as specifically set forth on Appendix A hereto, free and clear of all liens, encumbrances, security interests and other claims; the use of SELLER's business name and telephone number; SELLER's good will; and SELLER's storage contracts.

D. This transaction will require the prior approval of the PUC. BUYER and SELLER will file and diligently prosecute an application with the PUC for approval of the transaction,

pursuant to the applicable provisions of the Pennsylvania Public Utility Code.

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, the SELLER's operating rights as set forth in Appendix A attached hereto, and the good will of SELLER, the right to use its trade name and business telephone number, and all storage contracts in existence on the date of closing.

2. Price and Payment

BUYER will pay to SELLER for the SELLER's operating rights to be transferred the total sum of Twenty Thousand (\$20,000.00) Dollars, and the sum of Ten Thousand (\$10,000.00) Dollars for the remaining assets. The purchase price shall be paid as follows: BUYER will place in escrow with Pillar and Mulroy, P.C., the sum of Twelve Thousand (\$12,000.00) Dollars as soon after execution of this Agreement as this sum is secured by BUYER from a competent lender, but no later than the closing date. This sum, referred to herein as the escrow fund, shall be paid to SELLER at the closing, if this transaction is

approved; otherwise, it shall be returned to BUYER. Accrued interest shall be paid to BUYER in either event. At the closing, BUYER shall deliver to SELLER a promissory note, without interest, in the principal amount of Eighteen Thousand (\$18,000.00) Dollars, payable in 36 monthly installments of Five Hundred (\$500.00) Dollars, with payments commencing on the first day of the first month after closing. In the event BUYER fails to fulfill its obligation at closing, SELLER shall receive the sum of Five Thousand (\$5,000.00) Dollars from the funds deposited in escrow as liquidated damages. BUYER's promissory note will be personally guaranteed by Brian Debo, the BUYER's President, and shall be further secured by a first lien on the operating rights.

3. 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, the parties will jointly file with the PUC an application pursuant to 66 Pa. C.S.A. § 1103 seeking permanent approval of the purchase of the operating rights by BUYER from SELLER. BUYER shall pay all filing fees in connection with the filing of the application. BUYER and SELLER will, with due diligence and in good faith, cooperate fully in the preparation, filing and prosecution of the application and agree to

join in and execute such applications and other documents, attend hearings, present testimony, and otherwise cooperate to the end that approval of the transaction may be secured.

4. Approval of Application Subject to Restrictions

If the PUC, by its final order, approves the permanent application, subject to conditions which differ from those set forth on Appendix A hereto, and which materially or substantially restrict, delete or cancel the operating rights to be acquired by BUYER, or limit the use of the operating rights by BUYER, BUYER shall have the option to refuse to consummate the transaction by giving SELLER written notice thereof within twenty (20) days after the effective date of any such order. 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 6.

5. Denial of Application

In the event the PUC, by its final order, should deny approval of the application, this Agreement shall be null and void. In such event, the parties shall have no further rights or obligations with respect thereto under this Agreement. The terms and conditions of this paragraph shall be subject to the appeal provisions set forth in paragraph 6.

6. Appeals

In the event the PUC, by its final order, should deny the application, or if the PUC grants the application subject to conditions of the type set forth in paragraph 4, either party may seek judicial review of said order to the extent available.

In the event that either party elects to seek judicial review, the termination provisions set forth in paragraphs 4 and 5 shall not become effective until the exhaustion of such judicial remedies. In such event, if the final order of the PUC denying the application is sustained by the court, this Agreement shall be cancelled in accordance with paragraph 5. 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 4 within twenty (20) days after the service of the order or judgment of the last court of review.

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.

7. No Assumption of Liabilities

This Agreement only involves the sale of assets from SELLER to BUYER. Neither BUYER nor SELLER assume any claims, debts, causes of action, judgments or other liabilities or obligations of the other party by reason of this agreement.

8. Temporary Authority

The parties hereto agree that BUYER may file an application to obtain temporary authority, including emergency temporary authority, to operate under the operating rights of SELLER after the execution of this Agreement. BUYER shall bear all costs and expenses of obtaining such emergency or temporary authority and SELLER agrees to cooperate fully in such applications. If such temporary authority is granted by the PUC, BUYER shall fulfill the transportation SELLER agreed to provide and any other transportation BUYER may be requested to perform. BUYER shall bear all costs and expenses of providing such transportation, pay all assessments on revenues received under temporary authority, and retain all profits, if any. BUYER shall comply with the order granting temporary authority, including obtaining the requisite insurance and SELLER may cancel its insurance. If emergency or temporary authority is not granted, the parties shall, nevertheless, proceed to process the permanent transfer application as required by this Agreement.

9. SELLER's Representations and Warranties

SELLER represents and warrants as follows:

9.1 The operating rights set forth on Appendix A are true, correct and complete.

9.2 The Certificate of Public Convenience evidencing the SELLER's operating rights has been duly issued by the PUC; the operating rights are in good standing with the PUC and there are no citations, complaints, investigations or enforcement proceedings pending or threatened against SELLER by the PUC, the Pennsylvania Department of Transportation or any other regulatory agency; and the operating rights are, and on the final closing date will be, in full force and effect. In the event said operating rights are not in good standing with the PUC, SELLER, at its expense, will take such action as is necessary to have said operating rights placed in good standing by the PUC within a reasonable time.

9.3 The operating rights are not subject to any liens, encumbrances, security interests or claims of any kind on the date of execution of this Agreement, and no liens, encumbrances, security interest or other claims will be applicable to the operating rights pending consummation of the transaction.

9.4 There are 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 and there will be no such proceedings pending or threatened on the date of consummation of the transaction.

9.5 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.

9.6 SELLER recognizes that BUYER is not assuming any of SELLER's liabilities and that all business debts and other liabilities of SELLER incurred prior to the closing date will be the full responsibility 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.

10. PUC Assessments

SELLER warrants that all general assessments heretofore made or that may be made pursuant to the Pennsylvania Public Utility Code, for any and all operating periods up to the date of consummation of this transaction have been paid or will be paid by that date. In the event the PUC requires the payment of such assessments due from SELLER as a condition precedent to approval of this application, SELLER agrees to promptly pay any such assessments. In the event SELLER fails to do so within ten

(10) days after receiving notice from the PUC or the BUYER that such amounts are due, BUYER shall have the right to pay such assessments and to deduct any amounts so paid from the consideration due pursuant to paragraph 2 of this Agreement.

11. Assignment

Neither party shall have the right to transfer or assign this Agreement without securing the prior written consent of the other party.

12. 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.

13. Closing

This transaction will be consummated on the closing date. The closing date shall be the day selected by agreement of the parties within a period of fifteen (15) days after the effective date of the final order of the PUC approving the transaction or the fifteenth (15th) such day if no other day is selected. The time of day and location of the closing shall be mutually agreed

upon by the parties.

At the closing, SELLER shall deliver to BUYER a bill of sale for the operating rights and an assignment of each and every storage contract held by SELLER on the closing date and SELLER shall execute all documents necessary to relinquish use of the SELLER's business name "A. B. Pollock Transfer & Storage" to BUYER. SELLER further agrees to execute any documents necessary in acquiring SELLER's business telephone numbers.

14. 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.

15. 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 of their principal place of business.

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 by giving written notice pursuant to the terms of this paragraph.

16. Construction

This Agreement shall be construed in accordance with the

laws of the Commonwealth of Pennsylvania.

17. 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, guarantees, representations or other information, unless expressly and specifically set forth in this Agreement or an addendum thereto properly executed by the parties.

18. 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 written.

ATTEST:

DEBO MOVING & STORAGE, INC.
(BUYER)
625 Second Avenue
New Brighton, PA 15066

By: Brian K. Debo
Brian K. Debo, President

WITNESS:

JON J. POLLOCK, d/b/a
A. B. POLLOCK TRANSFER &
STORAGE (SELLER)
147 Center Avenue
Emsworth, PA 15202

William J. Pollock

By: Jon J. Pollock
Jon J. Pollock

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120

Public Meeting held February 22, 1980

Commissioners Present:

Susan M. Shanaman, Chairman
Michael Johnson
James H. Cawley
Linda C. Taliaferro

Application of Jon J. Pollock, t/a
A. B. Pollock Transfer & Storage
for approval of the transfer to him
of all of the operating rights held
by Jamison Pollock (deceased) and
John F. Pollock, copartners, t/a
A. B. Pollock Transfer & Storage
at A. 83996.

A-00101849

O R D E R

BY THE COMMISSION:

By application docketed December 10, 1979, Jon J. Pollock, t/a
A. B. Pollock Transfer & Storage, seeks approval of the transfer to him
of all the rights granted to Jamison Pollock (deceased) and John F. Pollock,
copartners, t/a A. B. Pollock Transfer & Storage, under the certificate
issued at A. 83996.

We find the applicant to be fit to hold a certificate of public
convenience and that approval of the application is necessary and proper
for the continuation of service to the public; THEREFORE,

IT IS ORDERED: That the application for the transfer of rights
held by Jamison Pollock (deceased) and John F. Pollock, copartners, t/a
A. B. Pollock Transfer & Storage, at A. 83996 be approved and that a
certificate be issued to the applicant granting the following rights:

1. To transport, as a Class B carrier, property between
points in the boroughs of Emsworth, Ben Avon, Ben Avon
Heights, Avalon, Bellevue, Glenfield and Sewickley,
Allegheny County.
2. To transport, as a Class C carrier, property from
points in the boroughs of Emsworth, Ben Avon, Ben
Avon Heights, Avalon, Bellevue, Glenfield and
Sewickley, Allegheny County, to points within
twenty-five (25) miles by the usually traveled
highways of the borough limits of Emsworth.

3. To transport, as a Class D carrier, household and office furnishings, in use, from points in the boroughs of Emsworth, Ben Avon, Ben Avon Heights, Avalon, Bellevue, Glenfield and Sewickley, Allegheny County, to other points in Pennsylvania.
4. To transport, as a Class D carrier, household goods and office furnishings, in use, between points in the county of Allegheny.
5. To transport, as a Class D carrier, commodities for the Department of Public Assistance from its warehouses in the city of Pittsburgh, Allegheny County, to points within an airline distance of seventy-five (75) miles of the City-County Building in the city of Pittsburgh.
6. To transport, as a Class D carrier, property between points in the borough of Sewickley, Allegheny County, and within six (6) miles by the usually traveled highways of the limits of said borough.
7. To transport, as a Class C carrier, property from points in the borough of Sewickley, Allegheny County, and within six (6) miles by the usually traveled highways of the limits of said borough to points in the counties of Allegheny and Beaver within fifteen (15) miles by the usually traveled highways of the limits of the said borough.
8. To transport, as a Class D carrier, household goods in use, contractors' equipment and trees from points in the borough of Sewickley, Allegheny County and within six (6) miles by the usually traveled highways of the limits of said borough to points in Pennsylvania within twenty-five (25) miles by the usually traveled highways of the limits of the said borough;

subject to the following conditions:

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

2. That the accounts of the transferee shall reflect the same book values as the records of the transferor at the effective date of the transfer, any previously recorded appreciation having been deleted therefrom; provided that the applicant shall not record in his utility accounts any amounts representing the rights herein granted in excess of the actual cost of such rights to the original holder thereof.
3. That the operating authority granted herein, or subsequently granted to the applicant to the extent that it is duplicative shall not be construed as conferring more than one operating right.
4. That the certificate holder shall comply with all of the provisions of the Public Utility Law as now existing or as may hereafter be amended, and Pa. Code Title 52, Chapter 31, as now existing or as may hereafter be amended, and any other rules and regulations as may hereafter be prescribed by the Commission. Failure to comply shall be sufficient cause to suspend, revoke or rescind the rights and privileges conferred by the certificate.

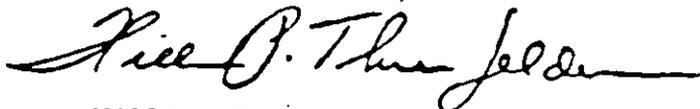
IT IS FURTHER ORDERED: That the applicant shall not engage in any transportation granted herein until he shall have complied with the requirements of the Pennsylvania Public Utility Law and the rules and regulations of this Commission relative to the filing and acceptance of evidence of insurance and a tariff establishing just and reasonable rates.

IT IS FURTHER ORDERED: That issuance of the certificate be withheld pending submission of proof of compliance with the provisions of the Fictitious Names Act.

IT IS FURTHER ORDERED: That in the event said applicant has not, on or before sixty (60) days from the date of the service of this order, complied with the requirements hereinbefore set forth, the application shall be dismissed without further proceedings.

IT IS FURTHER ORDERED: That upon compliance with this order the rights granted the transferor Jamison Pollock (deceased) and John F. Pollock, copartners, t/a A. B. Pollock Transfer & Storage, at A. 83996 be cancelled and the record be marked closed.

BY THE COMMISSION,



William P. Thierfelder
Secretary

(SEAL)

ORDER ADOPTED: February 22, 1980

ORDER ENTERED: **FEB 29 1980**