

JOHN A. VUONO
WILLIAM J. LAVELLE
WILLIAM A. GRAY
MARK T. VUONO
RICHARD R. WILSON
DENNIS J. KUSTURISS
CHRISTINE M. DOLFI
PAUL J. STELIOTES

LAW OFFICES

VUONO, LAVELLE & GRAY

2310 GRANT BUILDING
PITTSBURGH, PA. 15219-2383

(412) 471-1800

TELECOPIER
(412) 471-4477

July 26, 1990

* ALSO MEMBER OF FLORIDA BAR

Re: John L. Battaglia and James A. Battaglia,
Copartners, t/d/b/a Battaglia Moving & Storage--
Purchase--Harry F. Swager, Sr., Stella V. Swager
and Gertrude C. Swager, Copartners, t/d/b/a
E. W. Swager Sons
Our File 3627-1

A-109472

RECEIVED

JUL 30 1990

**SECRETARY'S OFFICE
Public Utility Commission**

Mr. Jerry Rich, Secretary
Pennsylvania Public Utility Commission
North Office Building
P. O. Box 3265
Harrisburg, PA 17120

Dear Mr. Rich:

We enclose for filing with the Commission the signed original and two copies of the application of the above carrier.

We are enclosing a check in the amount of \$350.00 to cover the filing fee. This will confirm that our law firm will guarantee collection of the funds evidenced by the check.

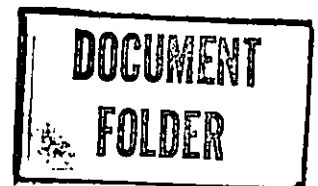
Please acknowledge receipt and filing of the enclosed on the duplicate copy of this letter of transmittal and return it to us in the self-addressed, stamped envelope provided for that purpose.

Sincerely yours,

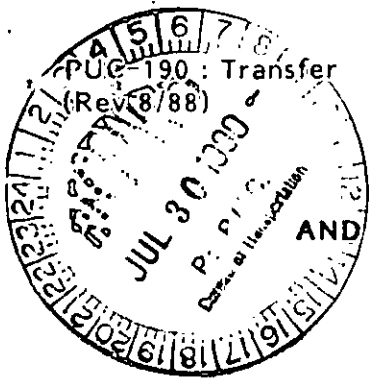
VUONO, LAVELLE & GRAY

[Signature]
John A. Vuono

nd
Enclosures
cc: Battaglia Moving & Storage



553 461



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

JUL 30 1990

SECRETARY'S OFFICE
Public Utility Commission

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of John L. Battaglia and James A. Battaglia,
Copartners, t/d/b/a Battaglia Moving & Storage
(Applicant/Transferee-Buyer)

for approval of the transfer and to exercise the right

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

No. A-00102000, Folder No. _____, issued to
Harry F. Swager, Sr., Stella V. Swager and
Gertrude C. Swager, Copartners, t/d/b/a
(Transferor-Seller) E. W. Swager Sons

for transportation of _____
property
(persons-property)

PUC USE ONLY
Docket No. A-109472
Folder No. _____

APPL.
COMPL.
MVIC.
CHECKED BY mw

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

- John L. Battaglia and James A. Battaglia, Copartners, t/d/b/a
(Full and correct name of applicant/transferee) Battaglia Moving & Storage
- Battaglia Moving & Storage
(Trade name, if any)

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

Commonwealth on (Not required) (attach copy of stamped registration form)
(date)

- 262 Hickory Drive
(Business Street Address) _____ (P.O. Box, if any)

Beaver Falls Beaver PA 15010 (412) 728-7609
(City) (County) (State) (Zip) (Telephone)

**BEGINNING
ORIGINAL**

DOCKETED
APPLICATION DOCKET
AUG 30 1990
ENTRY No. mw

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

John A. Vuono, Esq. 2310 Grant Building (412) 471-1800
Vuono, Lavelle & Gray Pittsburgh, PA 15219
(Name) (Address) (Telephone)

5. Any documents should be mailed to:

John A. Vuono, Esq. 2310 Grant Building
Transferee: Vuono, Lavelle & Gray Pittsburgh, PA 15219
(Name) (Address)

201 Water Street
Transferor: E. W. Swager Sons Rochester, PA 15074
(Name) (Address)

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

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

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

at Docket No. _____.

8. Applicant is (check one):

Individual.

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

John L. Battaglia 262 Hickory Drive
Beaver Falls, PA 15010
(Name) (Address)
James A. Battaglia 208 Greenwood Drive
New Brighton, PA 15066

Corporation. Organized under the laws of the State of _____

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

9. If applicant, its stockholders 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.

(Not Applicable)

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. (See Appendix 12-3)

11. The reason for the transfer is Transferor has concluded to terminate its Pennsylvania intrastate operations. Applicant is experienced in the household goods transportation business and is in a position

to continue to provide service for the public pursuant to Transferor's operating rights.

12a. The following must be attached:

- Sales Agreement. (Appendix 12-1)
- List of equipment to be used to render service. (summarize by type) (Appendix 12-2)
- Operating authority to be transferred/retained. (Appendix 12-3)
- Statement of Financial Condition. (Appendix 12-4)
- Statement of unpaid business debts of transferor and how they will be satisfied. (Appendix 12-5)
- Statement of safety program. (Appendix 12-6)
- Statement of transferee's experience. (Appendix 12-7)

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

- Partnership Agreement. (Appendix 12-8)
- Trade Name registration certificate. (Not Applicable)
- Certificate of Incorporation. (Pa. Corporation only) (Not Applicable)
- Certificate of Authority. (Foreign ((out-of-state)) Corporation only) (Not Applicable)
- Statement of corporate charter purpose. (corporations only) (Not Applicable)
- List of corporate officers and stockholders. (corporations only) (Not Applicable)
- Copy of short form certificate showing date of death of transferor and name of executor or administrator/administratrix. (Not Applicable)

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.

BATTAGLIA MOVING & STORAGE

Transferee sign here: By: John L. Battaglia 7-16-90
 (each partner must sign) (Date)
 (Corporate Seal) John L. Battaglia

By: James A. Battaglia 7/16/90
 James A. Battaglia

E. W. SWAGER SONS

Transferor sign here: By: Harry F. Swager, Sr. 7/16/90
 Harry F. Swager, Sr.
 (Corporate Seal)

By: Stella V. Swager 7-16-90
 Stella V. Swager

By: Gertrude C. Swager 7-16-90
 Gertrude C. Swager

Sumner J. Battaglia appeared before me this 16th day of *July* 1990.

NOTARIAL SEAL
 SANJO J. BATTAGLIA, NOTARY PUBLIC
 BELLEVUE BOROUGH, ALLEGHENY COUNTY
 MY COMMISSION EXPIRES NOV. 1, 1991
 Member, Pennsylvania Association of Notaries

Sanjo J. Battaglia

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

COMMONWEALTH OF PENNSYLVANIA :
: ss:
Allegheny County :

John L. Battaglia and
James A. Battaglia, being duly sworn (affirmed) according to law, depose
and says that the facts above set forth are true and correct; or are true and correct to the best
of ~~his~~ ^{their} knowledge, information and belief and ~~he~~ ^{they} expects to be able to prove the same at the
hearing hereof.

John L. Battaglia
Signature of Affiant
John L. Battaglia

James A. Battaglia
James A. Battaglia

[Signature]
Signature of Official Administering Oath

Sworn and subscribed before me this July
day of 1991
My Commission Expires NOV. 1, 1991

NOTARY PUBLIC
SANTO J. BATTAGLIA, NOTARY
BELLEVUE BOULEVARD, ALLEGHENY COUNTY
MY COMMISSION EXPIRES NOV. 1, 1991
Member, Pennsylvania Association of Notaries

AFFIDAVIT OF TRANSFEREE/APPLICANT (Corporation)

COMMONWEALTH OF PENNSYLVANIA :
: ss:
_____ County :

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

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

Signature of Affiant

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

Signature of Official Administering Oath

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

COMMONWEALTH OF PENNSYLVANIA :

: ss:

Allegheny County :

Harry F. Swager, Sr., Stella V. Swager
and Gertrude C. Swager, being duly sworn (affirmed) according to law,

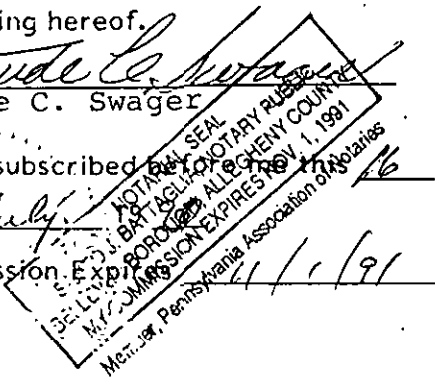
deposes and says that the facts above set forth are true and correct; or are true and correct to the best of ^{their} his knowledge, information and belief and ^{they} he expects to be able to prove the same at the hearing hereof.

Gertrude C. Swager
Gertrude C. Swager

Harry F. Swager, Sr.
Signature of Affiant
Harry F. Swager, Sr.

Stella V. Swager
Stella V. Swager.

Sworn and subscribed by me this 16
day of July
My Commission Expires 11/1/91



[Signature]
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

APPENDIX 12-1

AGREEMENT

BETWEEN

HARRY F. SWAGER, SR., STELLA V. SWAGER
and GERTRUDE C. SWAGER, Copartners, t/d/b/a
E. W. SWAGER SONS (SELLER)

AND

JOHN L. BATTAGLIA and JAMES A. BATTAGLIA,
Copartners, t/d/b/a
BATTAGLIA MOVING & STORAGE (BUYER)

DATED

June 25, 1990

John A. Vuono, Esq.
VUONO, LAVELLE & GRAY
2310 Grant Building
Pittsburgh, PA 15219
(412) 471-1800

TABLE OF CONTENTS

	<u>Page</u>
I. PREMISES.....	1
II. TERMS AND CONDITIONS.....	2
1. Purchase Agreement.....	2
2. Price and Payment.....	2
3. Evidence of Obligation.....	3
4. Application for Approval.....	3
5. Warranties as to Operating Rights.....	4
6. Denial of Application.....	4
7. Approval of Application Subject to Restrictions.....	5
8. Appeals.....	5
9. No Assumption of Liabilities.....	6
10. SELLER's Representations and Warranties.	7
11. BUYER's Representations and Warranties..	8
12. Employee Relations.....	8
13. No Broker's Fees or Commissions.....	9
14. PUC Assessments.....	9
15. Survival of Representations and War- ranties.....	10
16. Arbitration.....	10
17. Closing Date.....	11
18. Rights of Successors and Assigns.....	11
19. Construction.....	11
20. Entire Agreement of Parties.....	11
21. Paragraph Headings.....	12
III. EXECUTION.....	12
<u>APPENDIX A</u> - Operating Authority to be Transferred to Battaglia Moving & Storage	

AGREEMENT

THIS AGREEMENT is made this 25th day of June, 1990 between HARRY F. SWAGER, SR., STELLA V. SWAGER and GERTRUDE C. SWAGER, Copartners, t/d/b/a E. W. SWAGER SONS (SELLER), a Pennsylvania general partnership having an office at 201 Water Street, Rochester, PA 15074, and JOHN L. BATTAGLIA and JAMES A. BATTAGLIA, Copartners, t/d/b/a BATTAGLIA MOVING & STORAGE (BUYER), a Pennsylvania general partnership having an office at 262 Hickory Drive, Beaver Falls, PA 15010.

I. PREMISES

A. SELLER is a motor common carrier of property and holds a certificate of public convenience issued by the Pennsylvania Public Utility Commission (PUC) at Docket No. A-00102000.

B. BUYER is a newly formed Pennsylvania general partnership and does not hold any operating authority from any regulatory agency.

C. SELLER has agreed to sell and BUYER has agreed to buy, free of all liens, encumbrances, security interests and other claims, all of SELLER's operating rights, as more fully described on Appendix A (herein called "the operating rights").

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 66 Pa. C.S.A. §1102 of the Pennsylvania Public Utility Code (herein called "the application").

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, all of the Pennsylvania intrastate operating rights owned by SELLER at its Certificate of Public Convenience issued by the PUC at Application Docket No. A-00102000, as described in Appendix A.

2. Price and Payment. BUYER will pay to SELLER for the operating rights the total sum of Thirteen Thousand (\$13,000) Dollars to be paid as follows:

2.1 Five Hundred (\$500.00) Dollars, which sum has been paid by BUYER to SELLER, receipt of which is hereby acknowledged by SELLER;

2.2 The sum of Seven Thousand (\$7,000) Dollars in cash or by certified or cashier's check on the closing date; and

2.3 The balance of Five Thousand Five Hundred (\$5,500) Dollars, which sum is to be paid one (1) year after the closing date, with interest on the unpaid balance (simple interest) at the rate of nine (9%) percent a year, with interest to begin accruing on the closing date.

3. Evidence of Obligation. The obligation set forth in subparagraph 2.3 above shall be evidenced by a promissory judgment note issued by BUYER and made payable to the order of SELLER and which shall be delivered to SELLER on the closing date.

The note shall include those terms and conditions normally contained in such notes, including the right of BUYER to anticipate the payment of any of the installments of principal or interest at any time without penalty.

Simultaneously with receipt by SELLER of the satisfaction of the aforesaid obligation, SELLER shall return to BUYER the promissory judgment note appropriately marked "Satisfied".

4. Application 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. §1102 seeking approval of the purchase of the operating rights by BUYER from SELLER.

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

any and all such applications and other documents, subject to the approval of counsel.

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

BUYER will be responsible for the preparation of the application to the PUC and for the filing fee in connection with the application.

5. Warranties as to Operating Rights. SELLER warrants and guarantees that the operating rights have been duly issued by the PUC; the rights are in full force and effect; the rights are not and on the closing date will not be subject to any liens, encumbrances, security interests or claims of any kind; and that there are and on the date of consummation will be no actions at law or equity, nor any proceedings before any agency pending or threatened against SELLER to revoke, suspend or otherwise restrict the operating authority.

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

The terms and conditions of this paragraph shall be subject to the appeal provisions set forth in paragraph 7.

7. Approval of Application Subject to Restrictions. If the PUC, by its final order, approves the application, subject to conditions which materially restrict, delete or cancel any of the operating rights or materially limit the use of the operating rights by BUYER in any way, BUYER shall have the option to declare this agreement null and void and forthwith terminate the agreement by giving SELLER written notice thereof within twenty (20) days after the service date of any such orders.

In the absence of the exercise of the aforesaid option, any such restrictions shall be considered modifications hereto and this agreement, as modified, shall remain in full force and effect.

The terms and conditions of this paragraph shall be subject to the appeal provisions set forth in paragraph 8.

8. Appeals. In the event the PUC, by its final order, should deny the application or grant the application subject to conditions of the type set forth in paragraph 7, either party may seek judicial review of those orders to the extent available.

In the event that either party elects to seek judicial review, the termination provisions set forth in paragraphs 6 and 7 above 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 terminated in accordance with paragraph 6. If the final order of the PUC approving the application, subject to conditions, is sustained by the court, BUYER may exercise the right to terminate as set forth in paragraph 7 within twenty (20) days after the service of the order or judgment of the last Court of Review.

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

For the purposes of this agreement, the term "final order" shall be defined as an order of the PUC finally determining the application, specifically (a) in the case of the denial of the application, upon the expiration of the period permitted by the Rules of Practice and regulations of the PUC or by the PUC order, whichever time period is greater, within which petitions for rehearing, reargument or reconsideration may be filed, or upon a denial of any such petitions, if filed; and (b) in the case of approval of such applications, the effective date of the order of approval unless stayed by the ICC or by a court.

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

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

10.1 SELLER is a Pennsylvania general partnership, validly existing and in good standing.

10.2 SELLER is a motor carrier of property and is lawfully conducting operations under its certificate of public convenience. The Certificate of Public Convenience evidencing the operating rights is in good standing with the PUC and there are no citations, formal complaints, investigations or enforcement proceedings pending against SELLER by the PUC, the Department of Transportation or any other regulatory agency applicable to the operating rights.

10.3 The operating rights are not subject to any prior claims, options to purchase, agreements of sale or other contracts or obligations of purchase and SELLER will not enter into any such contractual arrangements prior to the final closing date.

10.4 The execution and performance of this agreement by SELLER will not violate any provision of law or contravene any provision of the partnership agreement 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.

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

11.1 BUYER is a Pennsylvania general partnership, validly existing and in good standing.

11.2 The execution and performance of this agreement by BUYER will not violate any provision of law or contravene any provision of the partnership agreement of BUYER.

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

12. Employee Relations. It is agreed that this contract involves the sale of only operating rights, a partial asset only, and that the BUYER is not a successor employer to SELLER and has no obligation to hire any employees or to assume any labor agreements or employee obligations of SELLER.

SELLER represents that it is not a party to any collective bargaining agreements or individual labor agreements and acknowledges that BUYER has no obligations with respect to any employees of SELLER to provide employment, fringe benefit payments, vacation pay or any other benefits of employment nor any liability for any claims, grievances, labor disputes, charges or causes of action on the part of or in behalf of any employees or former employees of SELLER which may arise from or

be related to events which occurred on or prior to the temporary authority closing date.

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

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

consideration due SELLER on the closing date, the total amount of any such assessments or other charges due the PUC and make payment of such amounts directly to the PUC and to pay any balance of the consideration to SELLER. BUYER shall not, under any circumstances, be liable for or have responsibility to satisfy any obligations of SELLER as the result of this transaction.

15. 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.

16. Arbitration. Any dispute under this agreement shall be determined by arbitration conducted in accordance with the procedures of the American Arbitration Association. Each party shall appoint one arbitrator and notify the other of such appointment within ten (10) days after written request for appointment of an arbitrator is received from the other party. If the party so requested fails to appoint an arbitrator, the party making the request shall be entitled to designate two

arbitrators. The two arbitrators shall then select a third arbitrator.

The decision of a majority of the arbitrators shall be conclusive and binding upon the parties. The arbitrators shall have the right to determine how their decision may be implemented or enforced. There shall be no appeal from the decision of the arbitrators.

17. Closing Date. The closing date is the day selected by agreement of the parties within a period of thirty (30) days after the effective date of the final order of the PUC, approving the application or the thirtieth (30th) such day if no other day is selected. The transaction shall be consummated on the final closing date at the time of day and place mutually agreed upon by the parties.

18. 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, provided that BUYER may not assign this agreement to any other party without securing the prior written consent of SELLER.

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

20. Entire Agreement of Parties. This agreement cannot be changed orally and constitutes the entire contract between the parties hereto. It shall not be modified nor changed by any

expressed or implied promises, warranties, guaranties, representations or other information unless expressly and specifically set forth in this agreement or an addendum thereto properly executed by the parties.

21. Paragraph Headings. The headings referring to the contents of paragraphs of this agreement are inserted for convenience and are not to be considered as part of this agreement nor a limitation on the scope of the particular paragraphs to which they refer.

III. EXECUTION

IN WITNESS WHEREOF, the parties intending to be legally bound, have executed this agreement the day and year first above stated.

E. W. SWAGER SONS

BATTAGLIA MOVING & STORAGE

By: Harry F. Swager, Sr.
Harry F. Swager, Sr.,
Partner

By: John L. Battaglia
John L. Battaglia, Partner

By: Stella V. Swager
Stella V. Swager, Partner

By: James A. Battaglia
James A. Battaglia, Partner

By: Gertrude C. Swager
Gertrude C. Swager, Partner

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120

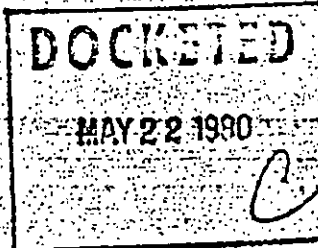
Public Meeting held May 15, 1980

Commissioners Present:

Susan M. Shanahan, Chairman
Michael Johnson
James H. Crawley
Linda C. Telferferro

Application of Harry F. Swager, Sr.,
Stella V. Swager and Gertrude C. Swager,
Copartners, t/a E. W. Swager Sons for
approval of the transfer to it of all
of the operating rights held by Harry F.
Swager and Guy V. Swager (deceased),
Copartners, t/a E. W. Swager Sons at
A-00094214.

A-00102000



ORDER

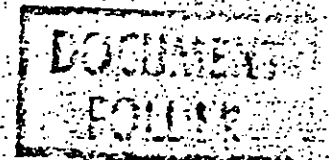
BY THE COMMISSION:

By application docketed March 5, 1980, Harry F. Swager, Sr.,
Stella V. Swager and Gertrude C. Swager, Copartners, t/a E. W. Swager
sons, seeks approval of the transfer to it of all the rights granted to
Harry F. Swager and Guy V. Swager (deceased), Copartners, t/a E. W.
Swager Sons, under the certificate issued at A-00094214.

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 Harry F. Swager and Guy V. Swager (deceased), Copartners,
t/a E. W. Swager Sons at A-00094214 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 borough of Rochester, Beaver County, and
within five (5) miles by the usually traveled highways
of the limits of said borough.
2. To transport, as a Class C carrier, property from points
in the borough of Rochester, Beaver County, and within
five (5) miles by the usually traveled highways of the
limits of said borough to points in Pennsylvania within
twenty (20) miles by the usually traveled highways of the
limits of said borough.



3. To transport, as a Class D carrier, household goods and office furnishings, in use, from points in the borough of Rochester, Beaver County, and within five (5) miles by the usually traveled highways of the limits of said borough to points in Pennsylvania within seventy-five (75) miles by the usually traveled highways of the limits of said borough, and vice versa.
4. To transport, as a Class D carrier, road and building materials from points in the borough of Rochester, Beaver County, and within five (5) miles by the usually traveled highways of the limits of said borough to points within thirty-five (35) miles by the usually traveled highways of the limits of said borough, and vice versa.
5. To transport, as a Class D carrier, contractors' equipment and machinery and building construction materials, such as are usually transported in dump trucks, between points not to exceed a distance of twenty-five (25) miles from point of origin to point of destination in the county of Beaver.
6. To transport, as a Class D carrier, coal, coke and other solid fuels from points in the borough of Rochester, Beaver County, to points within twenty-five (25) miles by the usually traveled highways of the limits of said borough, and vice versa;

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 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 applicant shall not record in its utility accounts any amount representing the rights herein granted, in excess of the actual cost of such rights to the original holder thereof.
3. That the \$1 consideration paid by applicant for the rights and going concern value of the business be capitalized by applicant in Account 1550 - Other Intangible Property or in the

alternative be charged off against applicant's ownership equity less any amount recorded under condition 2 above; provided the latter is sufficient in amount to absorb said charge off.

4. 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.
5. 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 it 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 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 Harry F. Swager and Guy V. Swager (deceased), Copartners, t/a E. W. Swager Sons at A-00094214 be cancelled and the record be marked closed.

BY THE COMMISSION,


William P. Thierfelder
Secretary

(SEAL)

ORDER ADOPTED: May 15, 1980

ORDER ENTERED: MAY 21 1980

APPLICATION OF
JOHN L. BATTAGLIA AND JAMES A. BATTAGLIA, COPARTNERS,
t/d/b/a BATTAGLIA MOVING & STORAGE

APPENDIX 12-2

LIST OF EQUIPMENT

<u>Year</u>	<u>Make</u>	<u>Model</u>
1984	International	ST TK with 24' Box
1985	Ford	Econoline E 150 Van
1987	Ford	E350 Utlamaster Van
1987	International	ST TK with 26' Box
1989	Ford	Econoline E 150 Van
1989	Ford	E350 Utlamaster Van

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120

Public Meeting held May 15, 1980

Commissioners Present:

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

Application of Harry F. Swager, Sr.,
Stella V. Swager and Gertrude C. Swager,
Copartners, t/a E. W. Swager Sons for
approval of the transfer to it of all
of the operating rights held by Harry F.
Swager and Guy V. Swager (deceased),
Copartners, t/a E. W. Swager Sons at
A-00094214.

A-00102000

DOCKETED

MAY 22 1980

ORDER

BY THE COMMISSION:

By application docketed March 5, 1980, Harry F. Swager, Sr.,
Stella V. Swager and Gertrude C. Swager, Copartners, t/a E. W. Swager
sons, seeks approval of the transfer to it of all the rights granted to
Harry F. Swager and Guy V. Swager (deceased), Copartners, t/a E. W.
Swager Sons, under the certificate issued at A-00094214.

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 Harry F. Swager and Guy V. Swager (deceased), Copartners,
t/a E. W. Swager Sons at A-00094214 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 borough of Rochester, Beaver County, and
within five (5) miles by the usually traveled highways
of the limits of said borough.
2. To transport, as a Class C carrier, property from points
in the borough of Rochester, Beaver County, and within
five (5) miles by the usually traveled highways of the
limits of said borough to points in Pennsylvania within
twenty (20) miles by the usually traveled highways of the
limits of said borough.

DOCKETED
FOLIO

3. To transport, as a Class D carrier, household goods and office furnishings, in use, from points in the borough of Rochester, Beaver County, and within five (5) miles by the usually traveled highways of the limits of said borough to points in Pennsylvania within seventy-five (75) miles by the usually traveled highways of the limits of said borough, and vice versa.
4. To transport, as a Class D carrier, road and building materials from points in the borough of Rochester, Beaver County, and within five (5) miles by the usually traveled highways of the limits of said borough to points within thirty-five (35) miles by the usually traveled highways of the limits of said borough, and vice versa.
5. To transport, as a Class D carrier, contractors' equipment and machinery and building construction materials, such as are usually transported in dump trucks, between points not to exceed a distance of twenty-five (25) miles from point of origin to point of destination in the county of Beaver.
6. To transport, as a Class D carrier, coal, coke and other solid fuels from points in the borough of Rochester, Beaver County, to points within twenty-five (25) miles by the usually traveled highways of the limits of said borough, and vice versa;

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 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 applicant shall not record in its utility accounts any amount representing the rights herein granted, in excess of the actual cost of such rights to the original holder thereof.
3. That the \$1 consideration paid by applicant for the rights and going concern value of the business be capitalized by applicant in Account 1550 - Other Intangible Property or in the

alternative be charged off against applicant's ownership equity less any amount recorded under condition 2 above; provided the latter is sufficient in amount to absorb said charge off.

4. 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.
5. 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 it 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 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 Harry F. Swager and Guy V. Swager (deceased), Copartners, t/a E. W. Swager Sons at A-00094214 be cancelled and the record be marked closed.

BY THE COMMISSION,


William P. Thierfelder
Secretary

(SEAL)

ORDER ADOPTED: May 15, 1980

ORDER ENTERED: MAY 21 1980

APPENDIX 12-4

PRO FORMA BALANCE SHEET AS OF JUNE 30, 1990

ASSETS

CURRENT ASSETS

Cash	\$25,000.00
Accounts Receivable	_____
Notes Receivable	_____
Other current assets (Specify)	_____
Total current assets	25,000.00

TANGIBLE ASSETS

Land	_____
Motor Vehicle Equipment	_____
Less: Accumulated Depreciation	- _____ = _____
Buildings and Structures	_____
Less: Accumulated Depreciation	- _____ = _____
Investments and Funds (Specify)	_____
Intangible Assets	_____
Other assets (Such as advances and Idle equipment - specify)	_____

LIABILITIES

Current Liabilities (liabilities due within one year of date)

Accounts Payable	_____
Notes Payable	_____
Equipment Obligations	_____
Other Liabilities (attach schedule)	_____
Total Current Liabilities	_____

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

Accounts Payable	_____
Notes Payable	_____
Equipment Obligations	_____
Other Liabilities (attach schedule)	_____
Total Long Term Liabilities	_____

Total Liabilities

-0-

Net Worth (partnerships & individuals)

\$25,000.00

OWNERS EQUITY (Corporations only)

Capital Stock (Corporations only)	_____
Additional paid-in capital	_____
Retained Earnings (Corporations only)	_____
Less: Treasury Stock	- _____ = _____
Total Owner's Equity (Corporations only)	_____

Total Liabilities & Owner's Equity

APPLICATION OF
JOHN L. BATTAGLIA AND JAMES A. BATTAGLIA, COPARTNERS,
t/d/b/a BATTAGLIA MOVING & STORAGE

APPENDIX 12-5

STATEMENT OF UNPAID BUSINESS DEBTS OF TRANSFEROR
AND HOW THEY WILL BE SATISFIED

Transferor proposes to pay its present unpaid business debts out of current funds and from the proceeds of this transaction.

APPLICATION OF
JOHN L. BATTAGLIA AND JAMES A. BATTAGLIA, COPARTNERS,
t/d/b/a BATTAGLIA MOVING & STORAGE

APPENDIX 12-6

Statement of Safety Program

Applicant intends to maintain a complete safety program to be conducted in accordance with the safety regulations of the Pennsylvania Department of Transportation, the Federal Department of Transportation and the Pennsylvania Public Utility Commission. Under this program all drivers will be investigated and thoroughly examined prior to employment. Before a driver is assigned to a vehicle, he must successfully demonstrate his ability to operate such equipment safely. During the time of his employment, the driver will be periodically given safety instructions that require him to meet certain high standards of operation. The program will also include safety meetings where discussions are conducted concerning the safe operation of equipment.

Applicant also intends to implement a preventive maintenance program which will require the checking and servicing of equipment on a regular basis. No equipment will be dispatched or utilized until known defects are corrected.

APPLICATION OF
JOHN L. BATTAGLIA AND JAMES A. BATTAGLIA, COPARTNERS,
t/d/b/a BATTAGLIA MOVING & STORAGE

APPENDIX 12-7

Statement of Transferee's Experience

The partners in Transferee have been involved in the transportation of household goods and related commodities for some years. That experience was gained in connection with employment for existing household goods carriers providing service in Pennsylvania and elsewhere.

The partners in Transferee believe that they are now in a position to begin operating their own company. They have the experience and financial ability to provide a valuable transportation service for those shippers that have been served by the Transferor for many years in the Beaver County area and elsewhere.

The partners of Transferee are familiar with the safety regulations of the Pennsylvania Public Utility Commission and the Pennsylvania Department of Transportation. If this application is approved, Transferee will take such actions as may be necessary to assure that it is in compliance with all of the Commission's regulations.

GENERAL PARTNERSHIP AGREEMENT

BETWEEN

JOHN L. BATTAGLIA

AND

JAMES A. BATTAGLIA

DATED

JUNE 22, 1990

TABLE OF CONTENTS

	<u>Page</u>
I. PREMISES.....	1
II. TERMS AND CONDITIONS.....	2
1. Formation.....	1
2. Partnership Name.....	2
3. Location.....	2
4. Term.....	2
5. Purposes.....	2
6. Capital.....	2
7. Ownership Interests.....	3
8. Profits and Losses.....	3
9. Books and Records.....	3
10. Fiscal Year.....	3
11. Bank Accounts.....	4
12. Management.....	4
13. Restrictions on Partners.....	4
14. Limitations on Liability.....	5
15. Lifetime Dispositions of Partnership Interests.....	6
16. Death.....	8
17. Purchase Price.....	9
18. Assumption of Liabilities.....	10
19. Execution of Documents.....	10
20. Voluntary Dissolution.....	11

TABLE OF CONTENTS
(Continued)

	<u>Page</u>
21. Arbitration.....	12
22. Binding Effect.....	13
23. Amendment.....	13
24. Integration.....	13
25. Construction.....	13
26. Paragraph Headings.....	13
III. EXECUTION.....	14
APPENDIX A - Partnership Valuation.....	

GENERAL PARTNERSHIP AGREEMENT

THIS AGREEMENT is made this 22nd day of June, 1990, by and between John L. Battaglia and James A. Battaglia, individuals, of Beaver Falls, Beaver County, PA (said individuals being sometimes hereinafter referred to individually as the "partner" and collectively as the "partners").

I. PREMISES

A. The partners desire to form a general partnership under the Uniform Partnership Act of the Commonwealth of Pennsylvania for the purposes of engaging in the transportation of property as a for-hire carrier, and businesses necessary and incidental thereto in Beaver County, PA and elsewhere.

B. The partners will conduct business under the trade name of "Battaglia Moving & Storage".

C. The partners desire to set forth in writing the terms and conditions under which the partnership will conduct its business and to set forth the mutual rights and obligations of the partners.

II. TERMS AND CONDITIONS

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

1. Formation. The parties hereby form a partnership (hereinafter called the "partnership") under the Uniform Partnership Act of the Commonwealth of Pennsylvania.

2. Partnership Name. The name of the partnership shall be "Battaqlia Moving & Storage."

3. Location. The principal place of business of the partnership shall be at 262 Hickory Drive, Beaver Falls, PA 15010, and at such other places within or without the Commonwealth of Pennsylvania as may be agreed upon by the partners.

4. Term. The partnership shall begin on the date first above mentioned, and shall continue thereafter until terminated as hereinafter provided.

5. Purposes. The purposes of the partnership shall be to engage in the transportation of property as a for-hire carrier; to own, lease, operate and deal in motor vehicle equipment; to purchase, acquire, lease, own, rent, operate, mortgage, encumber and otherwise deal in real estate and personal property; to invest in business ventures of all types; and to engage in such other businesses and investments as may be mutually agreed upon by the partners.

6. Capital. The capital of the partnership shall be the sum of the individual contributions of capital made by each of the partners to the partnership as reflected in the individual capital account of each partner. An individual capital account shall be maintained for each partner and the capital contributions of the partners shall not be subject to withdrawal without the consent of a majority in interest of the partners.

7. Ownership Interests. Ownership in the partnership shall be in the following percentage amounts:

<u>Partner</u>	<u>Percentage of Ownership</u>
John L. Battaglia	50%
James A. Battaglia	50%

8. Profits and Losses. The net profits or net losses of the partnership shall be distributable or chargeable, as the case may be, to each of the partners in the same proportion as the ownership interests of the partners as set forth in paragraph 7. Net profits of the partnership shall be distributed to the partners only upon the agreement of a majority in interest of the partners. If accumulated profits are distributed to a particular partner, such a distribution shall not decrease the percentage of ownership of the particular partner.

9. Books and Records. Adequate accounting records of all partnership business shall be maintained at the principal office of the partnership and these shall be open to inspection by each partner or its authorized representative during normal business hours of the partnership. The books of the partnership shall be closed and balanced at the end of each fiscal year and a balance sheet and profit and loss statement shall be furnished to each partner, together with such appropriate information as may be required by each partner for the purpose of preparing his income tax return for that year.

10. Fiscal Year. The fiscal year and taxable year of the partnership shall end on the last day of December of each year.

11. Bank Accounts. The capital of the partnership and all other monies of the partnership shall be deposited in the name of the partnership in such bank or banks as may be agreed upon by the partners. All withdrawals from such accounts shall be by check made in the name of the partnership and signed by one of the managing partners.

12. Management. Each of the partners shall participate in the policy decisions of the partnership business on the basis of the ownership interests set forth in paragraph 7, and all such policy decisions shall be by majority vote of the partners on the basis of the respective ownership interests of the partners. The partners shall devote such time and attention to the business of the partnership as they may deem reasonably necessary and each of them may, without accountability to the partnership or the other partner, and without any consent whatsoever, engage in any other business, jointly and/or severally, whether or not similar to the business of the partnership or any of its assets. No partner shall receive any compensation for services rendered to the partnership except with the consent of a majority in interest of the partners.

13. Restrictions on Partners. No partner, without the consent of a majority in interest of the partners, shall:

- (a) Borrow or lend money on behalf of the partnership;

(b) Assign, transfer, pledge, compromise, or release any claim of or debts due the partnership, except for full payment, or arbitrate, or consent to the arbitration of any of its disputes or controversies;

(c) Make, execute or deliver any assignment for the benefit of creditors for any bond, confession of judgment, chattel mortgage, deed, guarantee, indemnity bond, or contract to sell any property of the partnership, except in the ordinary course of business;

(d) Lien, pledge, hypothecate or otherwise encumber his interest in the partnership;

(e) Sell, transfer or assign his interest in the partnership other than in accordance with the terms of this agreement;

(f) Use the name, credit or property of the partnership for any purpose other than a proper partnership purpose;

(g) Do any act detrimental to the partnership business or which would make it impossible to carry on that business.

14. Limitations on Liability. Neither the partners nor the partnership shall be liable for the contracts, torts, liabilities or crimes of a partner acting outside the scope of the business of the partnership. Acts within the scope of the business of the partnership are limited to those acts which are necessary to carry out the purposes of the partnership. With the consent of a majority in interest of the partners, the

partnership shall have the right to borrow and lend money; to lien, encumber and mortgage assets of the partnership to secure any partnership loan; and to enter into any other financial arrangements which are agreed to be in the best interests of the partnership.

15. Lifetime Dispositions of Partnership Interests. No interest in the partnership shall be sold, transferred, pledged, assigned, given, encumbered or otherwise disposed of by any partner during his lifetime, whether voluntarily or by operation of law, except in accordance with the following terms and conditions:

15.1 Any partner may sell, transfer, pledge, assign, give, encumber or otherwise dispose of his partnership interest to any other partner in the same group without restriction. The partner shall promptly give written notice of such transfer to the other partner and shall take such actions as are necessary to effectuate the transfer, including amendment of this agreement to reflect the change in the percentage of ownership. The partners agree to execute any documents necessary to reflect such transfer.

15.2 In the event that a partner ("selling partner") desires to sell, transfer, pledge, assign, give, encumber or otherwise dispose of his partnership interest other than under the preceding subparagraph, such selling partner must first deliver to the other partner a written offer to sell his partnership interest at a price determined in accordance with

the provisions of paragraph 17 of this agreement. This offer shall be irrevocable for a period of thirty (30) days from the date of delivery.

15.3 In the event that the above-mentioned offer to sell the partnership interest is not accepted in full by the other partner, as hereinabove provided, the selling partner shall have the right to sell, transfer, pledge, assign, give, encumber or otherwise dispose of his partnership interest to any person or persons at any price, within ninety (90) days, commencing with the date on which the other partner declined or failed to accept the last offer; provided that a condition precedent to any such disposition of the partnership interest to any person who is not a partner under this agreement shall be the execution and delivery by such person of a written joinder whereby he agrees to be bound by all of the terms and conditions of this agreement and to become a partner hereunder to the same extent as the selling partner. It shall be the obligation of the selling partner to secure such written joinder, and the transfer shall not be effective until this agreement has been amended to reflect the transfer and the admission of the new partner. If the selling partner shall fail to make such disposition of the partnership interest within the aforesaid period of time, the partnership interest held by such selling partner shall again be subject to all the terms, conditions and restrictions of this agreement. In such event, the selling partner may not again offer any of his stock

for sale until the expiration of at least twelve (12) months after the expiration of the aforesaid period of time.

15.4 In the event the aforementioned offer to sell is accepted by the other partner as hereinabove provided, in whole or in part, a closing shall be held within sixty (60) days after acceptance of such offer, unless otherwise agreed by the parties to the sale. At the closing, payment for the partnership interest shall be made by the purchasing partner to the selling partner in full by cash or by certified or cashier's check.

16. Death. The death of a partner shall not dissolve the partnership, but shall affect the partnership as follows:

16.1 Upon the death of either partner, the surviving partner shall have the right and option to purchase the interest of the deceased partner in the partnership for the price determined in accordance with paragraph 17 of this agreement. This option shall be exercised by giving written notice to the personal representative of the deceased partner within sixty (60) days of the appointment of said personal representative. Unless otherwise mutually agreed by the surviving partner and the personal representative, the transaction shall be consummated within sixty (60) days after the date of the aforesaid notice, and payment for the partnership interest shall be made in full on the date of consummation by cash or by certified or cashier's check.

16.2 In the event that the surviving partner does not exercise the option to purchase in the aforesaid period of time, the interest of the deceased partner shall become an asset of the estate of the deceased partner, and shall pass in accordance with his will or by intestacy. Furthermore, unless otherwise restricted by the will of the deceased partner or by law, the personal representative shall have the right to sell the partnership interest of the deceased partner to any person or persons at any price. In any event, the holder of the deceased partner's interest in the partnership shall immediately execute a joinder in the agreement and shall be subject to the same rights and obligations as the surviving partner under this agreement, including (but not limited to) to the provisions of paragraph 15.

17. Purchase Price. Within ninety (90) days following the end of each fiscal year, or more frequently as may be agreed upon by the partners, the partners shall agree upon the value of all partnership assets and investments in order to determine the value of their respective interests in the partnership. Such value shall be set forth on Appendix A to this agreement, which shall be modified by the partners from time to time in accordance with the provisions of this paragraph. The partners shall signify their agreement to any changes in the value of the investments of the partnership by signing and dating Appendix A, as modified, and shall attach a copy of the modified Appendix A to each signed copy of this agreement.

If the partners are unable to agree on the value of the interests for a particular year, the last agreed value shall control, provided that if no agreement has been reached after the expiration of one (1) year following the end of a fiscal year, and it should become necessary to establish a value, the value shall be determined by an independent appraisal of all partnership assets and investments, which appraisal shall be binding upon all partners. The cost of the appraisal shall be borne by the partnership. The appraiser shall be selected by a majority in interest of the partners, or, in the absence of such majority agreement, the selection shall be made by an arbitrator selected in accordance with paragraph 21.

18. Assumption of Liabilities. In the event of the withdrawal of a partner, the sale of a partner's interest, the purchase of that partner's interest by the remaining partner, or the transfer of that partner's interest to a new partner, the remaining and successor partner shall assume the debts and obligations of the partnership for, and shall save harmless the selling or withdrawing partner from, any and all claims or obligations of the partnership arising after sale or withdrawal.

19. Execution of Documents. The partners agree to execute any deeds, releases, assignments, mortgages, agreements and any and all other instruments and documents which may be necessary and to take all other actions which may be required to effectuate the purposes of this agreement.

20. Voluntary Dissolution. This partnership shall continue until dissolved by agreement of the partners. Upon such voluntary dissolution by agreement, the affairs of the partnership shall be liquidated, a full and accurate accounting shall be prepared and the assets, liabilities and income shall be ascertained. Immediately following such accounting, all monies and other assets of the partnership shall be applied in the following order:

20.1 First, to the payment of the debts and liabilities of the partnership owing to creditors other than the partners and the expenses of liquidation.

20.2 Second, to the payment of all debts and liabilities owing to the partners, other than for capital and profits.

20.3 Third, to the repayment of the capital account of each partner, the partners to share the remaining assets, if they shall not be sufficient to repay such capital accounts in full, in such proportion as the capital account of each partner bears to the total capital account of the partnership.

20.4 Fourth, the surplus, if any, of the assets remaining shall be divided between the partners in accordance with their percentage of ownership in the partnership as set forth in this agreement.

20.5 If prior to the distribution contemplated in subparagraphs 20.3 and 20.4 above, a partner's capital account reflects a balance of less than his percentage of ownership,

such partner shall pay into the partnership an amount sufficient to restore his capital account to his percentage of ownership.

21. Arbitration. In the event of any controversy or claim arising out of or relating to this agreement or the breach thereof, the parties agree that upon the request of any party to such controversy or claim the matter shall be submitted to arbitration, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The decision of the arbitrator(s) shall be conclusive and binding upon all parties to the controversy or claim. The arbitrator(s) shall have the right to determine how the decision may be implemented or enforced. There shall be no appeal from such decision.

An action to compel arbitration pursuant to this agreement may be brought in the Court of Common Pleas of Beaver County, Pa. Application may also be made to such court for confirmation of any decision or award of a majority of the arbitrators, for an order of enforcement of the decision or award and for any other remedies which may be necessary to effectuate such decision or award. The partners consent to the jurisdiction of the arbitrators and of such court and waive any objection to the jurisdiction of the arbitrators and the court.

The costs of any arbitration proceeding shall be shared equally by the partners. The costs of any court actions of the type authorized in this paragraph shall be borne by the partner against whom such action is taken.

22. Binding Effect. This agreement shall be binding upon and inure to the benefit of the partners, their personal representatives, heirs and assigns.

23. Amendment. This agreement may be amended from time to time upon the agreement in writing of all partners.

24. Integration. This agreement represents the entire understanding of the partners with respect to the subject matter hereof, and no termination, revocation, waiver, modification or amendment of this agreement shall be binding unless in writing and signed by each of the partners.

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

26. Paragraph Headings. The headings referring to the contents of the paragraphs of this agreement are inserted for convenience and are not to be considered as part of this agreement nor as a limitation on the scope of the particular paragraphs to which they refer.

III. EXECUTION

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have read and duly executed this agreement the day and year first above written.

WITNESS:

John L. Battaglia

John L. Battaglia

James A. Battaglia

James A. Battaglia

September 14, 1990

IN REPLY PLEASE
REFER TO OUR FILE

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

In re: A-00109472 - Application of John L. Battaglia and James A.
Battaglia, copartners, t/d/b/a Battaglia Moving & Storage

Dear Sir:

Acknowledgement is made of an application filed by you on behalf of John L. Battaglia and James A. Battaglia, copartners, t/d/b/a Battaglia Moving & Storage for the rights of Harry F. Swager, Sr., Stella V. Swager and Gertrude C. Swager, copartners, t/d/b/a E. W. Swager Sons.

The application has been captioned as attached and will be submitted for review, provided no protests are filed on or before October 9, 1990. If protests are filed, you will be advised as to further procedure.

This application is accepted with the understanding that Harry F. Swager, Sr., Stella V. Swager and Gertrude C. Swager, copartners, t/d/b/a E. W. Swager Sons will continue to render the service covered by their certificate and comply with all the rules of the Commission, including the carrying of continuous insurance, until final disposition is made of the application by the Commission.

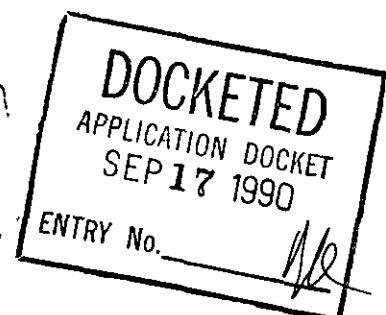
You are further advised that the above application will be published in the Pennsylvania Bulletin of September 15, 1990.

Very truly yours,

David Ehrhart
Supervisor - Application Section
Bureau of Transportation

DE:RP:11

cc: Applicant
262 Hickory Drive
Beaver Falls, PA 15010



A-00109472 JOHN L. BATTAGLIA AND JAMES A. BATTAGLIA, COPARTNERS, t/d/b/a BATTAGLIA MOVING & STORAGE (262 Hickory Drive, Beaver Falls, Beaver County, PA 15010) - as a Class B carrier, property between points in the borough of Rochester, Beaver County, and within five (5) miles by the usually traveled highways of the limits of said borough; as a Class C carrier, property from points in the borough of Rochester, Beaver County, and within five (5) miles by the usually traveled highways of the limits of said borough to points in Pennsylvania and within twenty (20) miles by the usually traveled highways of the limits of said borough; as a Class D carrier, household goods and office furnishings, in use, from points in the borough of Rochester, Beaver County, and within five (5) miles by the usually traveled highways of the limits of said borough to points in Pennsylvania within seventy-five (75) miles by the usually traveled highways of the limits of said borough, and vice versa; road and building materials from points in the borough of Rochester, Beaver County, and within five (5) miles by the usually traveled highways of the limits of said borough to points within thirty-five (35) miles by the usually traveled highways of the limits of said borough, and vice versa; contractors' equipment and machinery and building construction materials, such are usually transported in dump trucks, between points not to exceed a distance of twenty-five (25) miles from point of origin to point of destination in the county of Beaver; and coal, coke and other solid fuels from points in the borough of Rochester, Beaver County, to points within twenty-five (25) miles by the usually traveled highways of the limits of said borough, and vice versa; subject to the following condition: That no right, power or privilege is granted to transport property for Ro-MED Construction Co., Inc., West Penn Asphalt Co., and Mahoning Valley Sand Co., Inc., between points in the counties of Allegheny, Lawrence, Beaver and Butler, and from points in the said counties to points in Pennsylvania and vice versa; which is to be a transfer of the rights authorized under the certificate issued at A-00102000 to Harry F. Swager, Sr., Stella V. Swager and Gertrude C. Swager, copartners, t/d/b/a E. W. Swager Sons, subject to the same limitations and conditions. Attorney: John A. Vuono, 2310 Grant Building, Pittsburgh, PA 15219.

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

DATE _____

SERVICE _____

SEP 15 1990

BUREAU OF TRANSPORTATION
COMMON CARRIER
SEPTEMBER 1990

A-00109472

Application of John L. Battaglia and James A. Battaglia, copartners, t/d/b/a Battaglia Moving & Storage, for the right to begin to transport, as a common carrier, by motor vehicle, as a Class B carrier, property between points in the borough of Rochester, Beaver County, and within five (5) miles by the usually traveled highways of the limits of said borough; as a Class C carrier, property from points in the borough of Rochester, Beaver County, and within five (5) miles by the usually traveled highways of the limits of said borough to points in Pennsylvania and within twenty (20) miles by the usually traveled highways of the limits of said borough; as a Class D carrier, household goods and office furnishings, in use, from points in the borough of Rochester, Beaver County, and within five (5) miles by the usually traveled highways of the limits of said borough to points in Pennsylvania within seventy-five (75) miles by the usually traveled highways of the limits of said borough, and vice versa; road and building materials from points in the borough of Rochester, Beaver County, and within five (5) miles by the usually traveled highways of the limits of said borough to points within thirty-five (35) miles by the usually traveled highways of the limits of said borough, and vice versa; contractors' equipment and machinery and building construction materials, such are usually transported in dump trucks, between points not to exceed a distance of twenty-five (25) miles from point of origin to point of destination in the county of Beaver; and coal, coke and other solid fuels from points in the borough of Rochester, Beaver County, to points within twenty-five (25) miles by the usually traveled highways of the limits of said borough, and vice versa; subject to the following condition: That no right, power or privilege is granted to transport property for Ro-MED Construction Co., Inc., West Penn Asphalt Co., and Mahoning Valley Sand Co., Inc., between points in the counties of Allegheny, Lawrence, Beaver and Butler, and from points in the said counties to points in Pennsylvania and vice versa; which is to be a transfer of the rights authorized under the certificate issued at A-00102000 to Harry F. Swager, Sr., Stella V. Swager and Gertrude C. Swager, copartners, t/d/b/a E. W. Swager Sons, subject to the same limitations and conditions.

MW:11
9/4/90

Application received: 7/30/90
Application docketed: 8/30/90

NH

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

OCT - 9 1990

DOCUMENT
FOLDER

DOCKETED APPLICATION DOCKET SEP 17 1990 ENTRY No. _____
