

APPLICATION

A-00109506 F1 AMC

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Telephone
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October 14, 1996

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(412) 471-4477

Re: South Hills Movers, Inc.-Transferee
and Leelease, Inc.-Transferor

RECEIVED
OCT 15 1996

DEPARTMENT OF
TRANSPORTATION & SAFETY

Mr. Peter S. Marzolf, Supervisor
Technical Review Section
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

FEDERAL EXPRESS

Dear Mr. Marzolf:

In accordance with our several telephone conversations with you, we enclose for filing with the Commission the signed original and two (2) copies of the transfer application pursuant to which South Hills Movers, Inc. which holds authority from the Commission at Docket No. A-0099073 seeks authority to purchase a portion of the household goods operating authority presently held by Leelease, Inc. at Docket No. A-00107868.

This application is directly related to an application being filed simultaneously herewith pursuant to which Leelease, Inc. proposes to transfer the balance of its operating authority to SHM, Inc., which presently holds no operating authority from the PUC.

The constituent companies in these transactions are affiliated companies, all of which are under the control of the Robert Lee family of Pittsburgh, PA.

These transfer applications are directly related to the corporate reorganization of the Lee family companies. For a number of important tax and practical reasons, it is imperative that the reorganization become effective as of December 31, 1996. Accordingly, we respectfully request that the Commission expedite its processing and disposition of these applications since the approval of the applications are a critical element of the corporate reorganization.

DOCUMENT
FOLDER

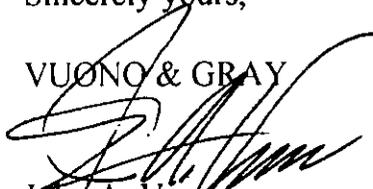
Mr. Peter S. Marzolf
Page Two
October 14, 1996

In order to expedite matters, if you have any questions or require any clarification or additional information with respect to the applications, will you please telephone me. We are enclosing an extra working copy of the application with all appendices for your personal use.

A check in the sum of \$350 to cover the filing fee is attached. Please acknowledge receipt and filing of the enclosed on the duplicate copy of this letter of transmittal and return it in the self-addressed, stamped envelope.

Sincerely yours,

VUONO & GRAY



John A. Vuono

CW/2678

Enclosures

cc: SHM, Inc.

ORIGINAL

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

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

RECEIVED
OCT 16 1996

Application of South Hills Movers, Inc.
(Applicant/Transferee-Buyer)
for approval of the partial
transfer and to exercise the right
as a common carrier, described at Docket
(common-contract)
No. A 00107868, Folder No. _____, issued to
Leelease, Inc.
(Transferor-Seller)

PUC USE ONLY 700349
BUREAU OF
TRANSPORTATION & SAFETY
Docket No. _____
Folder No. F1 Am-C

DOCKETED
APPLICATION DOCKET

NOV 12 1996

ENTRY No. 12

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

- South Hills Movers, 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)

- 3132 Industrial Boulevard
(Business Street Address) _____ (P.O. Box, if any)

Bethel Park Allegheny PA 15102 (412) 561-9200
(City) (County) (State) (Zip) (Telephone)

DOCUMENT
FOLDER

A-00109506
- 1 -
F1
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4. Applicant's attorney (for this application) is:
John A. Vuono, Esq. 2310 Grant Building
Vuono & Gray Pittsburgh, PA 15219 (412) 471-1800

(Name) (Address) (Telephone)

5. Any documents should be mailed to:
Transferee: John A. Vuono, Esq. 2310 Grant Building
Vuono & Gray Pittsburgh, PA 15219

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

(Name) (Address)

6. Applicant does hold Pa. PUC authority under Docket Number
(does or does not)
A- 0099073 and operates as a common carrier.
(common or contract)

7. Applicant does hold Interstate Commerce Commission authority
(does or does not)
at Docket No. MC-84926.

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 N/A (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. (See Appendix 12-9)

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.

(See supplement to paragraph 9.)

10. Applicant proposes to acquire part 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 reached a decision to terminate
its transportation of household goods and related commodities
in Pennsylvania.

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. (Not Applicable)
- Trade Name registration certificate. (Not Applicable)
- Certificate of Incorporation. (Pa. Corporation only) (Appendix 12-8)
- Certificate of Authority. (Foreign ((out-of-state)) Corporation only) (Not Applicable)
- Statement of corporate charter purpose. (corporations only) (Appendix 12-9)
- List of corporate officers and stockholders. (corporations only) (Appendix 12-9)
- 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.

Transferee sign here: SOUTH HILLS MOVERS, INC.
(each partner must sign) (Date)
(Corporate Seal)
By: Robert E. Lee
Robert E. Lee, President

Transferor sign here: LEELEASE, INC.
(Corporate Seal)
By: Robert E. Lee
Robert E. Lee, President

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

COMMONWEALTH OF PENNSYLVANIA :
: ss:
ALLEGHENY _____ County :

Robert E. Lee, being duly sworn (affirmed) according to law,
deposes and says that he is President of Leelease, 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 Leelease, Inc. to be able to prove the
(Name of Corporation)
same at the hearing hereof.

Robert E. Lee
Signature of Affiant
Robert E. Lee

Sworn and subscribed before me this 14th
day of October 19 96
My Commission expires _____

Notarial Seal
Catherine Stein, Notary Public
Pittsburgh, Allegheny County
My Commission Expires June 13, 1998
Member, Pennsylvania Association of Notaries

Catherine Stein
Signature of Official Administering Oath

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 :

Robert E. Lee _____, being duly sworn (affirmed) according to law, deposes and says that he is President of South Hills Movers, 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 South Hills Movers, Inc. to be able to prove the same
(Name of Corporation)

the same at the hearing hereof:

Robert E. Lee
Signature of Affiant
Robert E. Lee

Sworn and subscribed before me this 14th
day of October 1996
My Commission Expires _____

Catherine Stein
Signature of Official Administering Oath

Notarial Seal
Catherine Stein, Notary Public
Pittsburgh, Allegheny County
My Commission Expires June 13, 1998
Member, Pennsylvania Association of Notaries

APPLICATION OF
SOUTH HILLS MOVERS, INC.

SUPPLEMENT TO PARAGRAPH 9

All of the issued and outstanding stock of South Hills Movers, Inc. which holds authority from this Commission at Docket No. A-0099073 is held by SHM Holdings, Ltd. SHM Holdings, Ltd. also owns all of the issued and outstanding stock of Leelease, Inc., the transferor herein which holds authority from the PUC at Docket No. A-00107868. The issued and outstanding stock of SHM Holdings, Ltd. is held 50% by Robert E. Lee and 50% by Gary N. Lee.

In addition, Robert E. Lee and Gary N. Lee and their parents, Robert Lee and Marion Lee, own all of the issued and outstanding common and preferred stock of SHM, Inc. which does not hold any operating authority issued by the PUC. However, upon the consummation of the directly related transaction by which the balance of the operating authority of Leelease, Inc. is proposed to be transferred to SHM, Inc., the latter will hold operating authority from the Commission.

All of the companies referred to herein are Pennsylvania corporations, except for SHM Holdings, Ltd. which is a Delaware corporation. Robert Lee, Robert E. Lee and Gary N. Lee are officers and directors of the companies.

AGREEMENT

BETWEEN

LEELEASE, INC. ("SELLER")

AND

SOUTH HILLS MOVERS, INC. ("BUYER")

DATED

OCTOBER 14, 1996

JOHN A. VUONO, ESQ.
VUONO & GRAY
2310 GRANT BUILDING
PITTSBURGH, PA 15219
(412) 471-1800

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AGREEMENT

THIS AGREEMENT is made this 14th day of October, 1996 between LEELEASE, INC. ("SELLER") and SOUTH HILLS MOVERS, INC. ("BUYER"), both Pennsylvania corporations having their offices at 3132 Industrial Boulevard, Bethel Park, PA 15102.

I. PREMISES

A. SELLER is a motor common carrier of property, included household goods and related commodities, and holds a certificate of public convenience issued by the Pennsylvania Public Utility Commission (PUC) at Docket No. A-00107868.

B. BUYER is a motor common carrier of property, including household goods and related commodities, and holds a certificate of public convenience issued by the PUC at Docket No. A-0099073.

C. SELLER has agreed to sell and BUYER has agreed to buy free and clear of all liens and encumbrances, security interests and other claims, a portion of SELLER's operating rights, as summarized on Appendix A.

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, a portion of the Pennsylvania intrastate operating rights owned by SELLER as set forth in its Certificate of Public Convenience at PUC Docket No. A-00107868, consisting of household goods and related operating authority, as summarized on Appendix A.

2. Price and Payment. BUYER will pay to SELLER for the operating rights the total sum of One Thousand (\$1,000) Dollars to be paid on the closing date.

3. 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 ten (10) 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 permanent approval of the purchase of the operating rights by BUYER from SELLER.

Counsel for the parties will prepare the necessary transfer application and BUYER will pay all filing fees in connection therewith.

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

4. 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 no and will not be subject to any liens, encumbrances, security interests or claims of any kind on the final closing date; 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.

5. Denial of the 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.

6. Approval of Application Subject to Restrictions. It is the intention of the parties that BUYER will purchase all of the operating rights set forth on Appendix A and that SELLER will simultaneously sell and transfer the balance of the operating rights at Docket No. A-00107868 to SHM, Inc., a Pennsylvania corporation, which is an affiliated company of SELLER and BUYER, which authority will be subject to the restrictions set forth on Appendix B.

If the PUC, by its final orders, approves the applications resulting from this agreement or the related agreement between SELLER and SHM, subject to conditions which restrict, delete or cancel any of the operating rights, except as set forth on Appendices A and B or limit the use of the operating rights by the purchasers 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 7.

7. 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 6, 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 5 and 6 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 5. 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 6 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.

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

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

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

9.2 SELLER is a motor carrier of property and is lawfully conducting operations under the operating rights. 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.

9.3 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.

9.4 The Board of Directors of SELLER and, if necessary, the shareholders of SELLER have, by proper resolution, duly authorized the execution and delivery of this agreement, the filing of the necessary application with the PUC and the performance of such other actions as may be required to effectuate the purposes of this agreement. A certified copy of the aforesaid resolution of the Board of Directors of SELLER and any requisite resolution of the shareholders of SELLER shall be

delivered to BUYER within ten (10) days after the date of execution of this agreement.

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

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

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

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

10.2 The Board of Directors of BUYER has, by proper resolution, duly authorized the execution and delivery of this agreement, the filing of the necessary applications with the PUC and the performance of such other action as may be required to effectuate the purposes of this agreement. If required by the bylaws of BUYER, proper shareholder approval has been obtained in connection with this transaction.

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

11. Employee Relations. It is agreed that this agreement 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 employee obligations of SELLER.

SELLER represents that it is not a party to any collective bargaining agreements nor is it a party to any individual labor agreements with its employees. SELLER further 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 closing date.

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

12. 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.

13. 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 and including the closing date will be the obligation of SELLER. Any general assessments applicable to periods subsequent to the closing date shall be the obligation of BUYER. In the event the PUC requires the payment of any such assessments due from SELLER as a condition precedent to the consummation of the permanent application, SELLER agrees to promptly pay any such assessments if it is financially able to do so. BUYER shall have the right to make payment of any such amounts directly to the PUC and to deduct such amounts from the consideration due SELLER on the final closing date and on subsequent installment payment dates. BUYER shall not, under any circumstances, be liable for or have responsibility to satisfy any obligations of SELLER as the result of this transaction.

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

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

15.1 The approval of the application and the related transfer application in connection with the transaction between SELLER and SHM, Inc. by the issuance of final orders of the PUC, subject to the terms and conditions of this agreement and the related agreement. In the event this condition is not fulfilled, the rights and obligations of the parties will be governed by the applicable provisions of this agreement.

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

In the event any of the aforesaid warranties and representations are not met, BUYER shall have the option to terminate the agreement by giving SELLER written notice thereof within twenty (20) days after the occurrence of any such default.

16. 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.

17. 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.

18. 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 closing date at the offices of Vuono & Gray at Pittsburgh, PA at a time of day which is mutually agreed upon by the parties.

19. Rights of Successors and Assigns. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest, assigns and legal representatives.

20. 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 the parties.

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

22. 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.

LEELEASE, INC.

By: Robert E. Lee
Robert E. Lee, President

SOUTH HILLS MOVERS, INC.

By: Robert E. Lee
Robert E. Lee, President

APPENDIX A

SUMMARY OF OPERATING AUTHORITY TO BE TRANSFERRED

TO

SOUTH HILLS MOVERS, INC.

- (1) To transport, as a Class D carrier, household goods, personal effects and property used or to be used in a dwelling when a part of the furnishings, equipment or supplies of such dwelling as an incidental part of a removal by the householder from one domicile to another; furniture, fixtures, equipment and the property of stores, offices, museums, institutions, hospitals or other establishments when a part of the stock, equipment or supply of such stores, offices, museums, institutions, hospitals or other establishments, in connection with the removal from one location to another; and articles, in use, including objects of art, displays and exhibits, which because of their unusual nature or value, require specialized handling and equipment usually employed in moving household goods, between points in the City of Pittsburgh, Allegheny County, and points within one hundred twenty-five (125) miles by the usually traveled highways of the limits of said city;

with right number 1 above subject to the following condition:

That no right, power or privilege is granted to provide service to, from or between points in the county of Beaver.

- (2) To transport, as a Class D carrier, tabulating machines, calculating machines, computers, copying machines, electronic equipment and other business machines and equipment, which because of their unusual nature or value, require specialized handling and equipment usually employed in the moving of household goods, and parts, materials and supplies used in connection therewith between points in the City of Pittsburgh, Allegheny County, and points within one hundred twenty-five (125) miles by the usually traveled highways of the limits of said city;

with right number 2 subject to the following condition:

That no right, power or privilege is granted to provide service to, from or between points in the counties of Armstrong, Butler and Westmoreland.

with right numbers 1 and 2 above subject to the following conditions:

- (a) That no right, power or privilege is granted to provide service to, from or between points in the counties of Allegheny, Fayette, Greene, Lawrence and Washington.
- (b) That no right, power or privilege is granted to provide service to, from or between points in the borough of Ellwood City, Lawrence County, and within ten (10) miles by the usually traveled highways of the limits of said borough.
- (c) That no right, power or privilege is granted to provide service to, from or between points in the borough of Clymer, Indiana County, and within twenty-five (25) miles by the usually traveled highways of the limits of said borough (except that service may be provided to, from or between points in White Township and the borough of Indiana, Indiana County).
- (d) That no right, power or privilege is granted to provide service to, from or between points in the borough of Leechburg, Armstrong County, and within ten (10) miles by the usually traveled highways of the limits of said borough.
- (e) That no right, power or privilege is granted to provide service between points in the city of Erie, Erie County; from points in the city of Erie, Erie County, to points within twenty (20) miles by the usually traveled highways of the public square in said city, or vice versa; or from points in the city of Erie, Erie County, and within twenty (20) miles by the usually traveled highways of the limits of said city to points in Pennsylvania within one hundred twenty-five (125) miles by the usually traveled highways of the limits of the city of Pittsburgh, Allegheny County, or vice versa.

APPENDIX B

SUMMARY OF OPERATING AUTHORITY TO BE RETAINED

BY LEELEASE, INC.

AND TRANSFERRED SIMULTANEOUSLY TO SHM, INC.

- (1) To transport, as a Class D carrier, household goods, personal effects and property used or to be used in a dwelling when a part of the furnishings, equipment or supplies of such dwelling as an incidental part of a removal by the householder from one domicile to another; furniture, fixtures, equipment and the property of stores, offices, museums, institutions, hospitals or other establishments when a part of the stock, equipment or supply of such stores, offices, museums, institutions, hospitals or other establishments, in connection with the removal from one location to another; and articles, in use, including objects of art, displays and exhibits, which because of their unusual nature or value, require specialized handling and equipment usually employed in moving household goods.
- (a) Between points in the counties of Allegheny, Beaver, Fayette, Greene, Lawrence and Washington, and from points in the said counties to points in Pennsylvania within one hundred twenty-five (125) miles by the usually traveled highways of the limits of the city of Pittsburgh, Allegheny County, and vice versa;
- (b) Between points in the borough of Ellwood City, Lawrence County, and within ten (10) miles by the usually traveled highways of the limits of the said borough, and from points in said territory to points in Pennsylvania within one hundred twenty-five (125) miles by the usually traveled highways of the limits of the city of Pittsburgh, Allegheny County, and vice versa;
- (c) From points in the borough of Clymer, Indiana County, and within twenty-five (25) miles by the usually traveled highways of the limits of said borough, to points in Pennsylvania within one hundred twenty-five (125) miles by the usually traveled highways of the limits of the city of Pittsburgh, Allegheny County, and vice versa;
- (d) From points in the borough of Leechburg, Armstrong County, and within ten (10) miles by the usually traveled highways of the limits of said borough to

points in Pennsylvania within one hundred twenty-five (125) miles by the usually traveled highways of the limits of the city of Pittsburgh, Allegheny County, and vice versa; and

- (e) From points in the city of Pittsburgh, Allegheny County, to other points in Pennsylvania, and vice versa.
- (f) Between points in the city of Erie, Erie County.
- (g) From points in the city of Erie, Erie County, to points within twenty (20) miles by the usually traveled highways of the public square in said city, and vice versa.
- (h) From points in the city of Erie, Erie County, and within twenty (20) miles by the usually traveled highways of the limits of said city to points in Pennsylvania within one hundred twenty-five (125) miles by the usually traveled highways of the limits of the city of Pittsburgh, Allegheny County, and vice versa.

with right 1(c) subject to the following condition:

That no right, power or privilege is granted to provide service to, from or between points in White Township and the borough of Indiana, Indiana County.

- (2) To transport, as a Class D carrier, tabulating machines, calculating machines, computers, copying machines, electronic equipment and other business machines and equipment, which because of their unusual nature or value, require specialized handling and equipment usually employed in the moving of household goods, and parts, materials and supplies used in connection therewith.
 - (a) Between points in the counties of Allegheny, Armstrong, Butler, Fayette, Greene, Lawrence, Washington and Westmoreland, and from points in the said counties to points in Pennsylvania within one hundred twenty-five (125) miles by the usually traveled highways of the limits of the city of Pittsburgh, Allegheny County, and vice versa;
 - (b) Between points in the borough of Ellwood City, Lawrence County, and within ten (10) miles by the usually traveled highways of the limits of the said borough, and from points in said territory to points in Pennsylvania within one hundred twenty-five (125) miles by the usually traveled highways of the limits of the city of Pittsburgh, Allegheny County, and vice versa;

- (c) From points in the borough of Clymer, Indiana County, and within twenty-five (25) miles by the usually traveled highways of the limits of said borough, to points in Pennsylvania within one hundred twenty-five (125) miles by the usually traveled highways of the limits of the city of Pittsburgh, Allegheny County, and vice versa;
- (d) From points in the borough of Leechburg, Armstrong County, and within ten (10) miles by the usually traveled highways of the limits of said borough to points in Pennsylvania within one hundred twenty-five (125) miles by the usually traveled highways of the limits of the city of Pittsburgh, Allegheny County, and vice versa; and
- (e) From points in the city of Pittsburgh, Allegheny County, to other points in Pennsylvania, and vice versa.
- (f) Between points in the city of Erie, Erie County.
- (g) From points in the city of Erie, Erie County, to points within twenty (20) miles by the usually traveled highways of the public square in said city, and vice versa.
- (h) From points in the city of Erie, Erie County, and within twenty (20) miles by the usually traveled highways of the limits of said city to points in Pennsylvania within one hundred twenty-five (125) miles by the usually traveled highways of the limits of the city of Pittsburgh, Allegheny County, and vice versa.

with right 2(c) subject to the following condition:

That no right, power or privilege is granted to provide service to, from or between points in White Township and the borough of Indiana, Indiana County.

APPLICATION OF SOUTH HILLS MOVERS, INC.

APPENDIX 12-2

EQUIPMENT LIST

Equipment Listing as of October 4, 1996	Class	Unit #	Year	Make	Model	VIN #	License	Class	
								TR - Tractor	TL - Trailer
Company	Class	Unit #	Year	Make	Model	VIN #	Plate	TR - Tractor	TL - Trailer
LEE	TL	3401	1995	Kenauky	FVCCD	KKVE5123SL102812	AB59252		
LEE	TL	7501	1995	Kenauky	FVCCD	KKVE5127SL102813	AA59253		
LEE	TL	7601	1995	Kenauky	FVCCD	KKVE5123SL103187	AB64499		
LEE	TL	7701	1990	Kenauky	FVCCD	KKVE5129TL104841	AB67706		
LEE	TL	7801	1990	Kenauky	FVCCD	KKVE5120TL104842	AB67707		
LEE	TL	7901	1990	Kenauky	FVCCD	KKVE5122TL104843	AB67708		
LEE	ST	225	1979	International	774	AA172JHA18390	CX30629		
LEE	ST	235	1981	International	774	AA172JHA18399	YC22641		
LEE	ST	245	1981	International	774	HTAA1784RH20001	CV70256		
LEE	ST	255	1981	International	774	AA172BCA10255	YG32937		
LEE	ST	265	1981	International	774	AA172BCA10184	AA16491		
LEE	ST	275	1981	International	774	AA172BCA10232	AA16492		
LEE	ST	285	1983	International	954	ZHTAA1951DCA15262	AA32754		
LEE	ST	295	1983	International	954	ZHTAA1951DCA15277	AA16490		
LEE	ST	305	1983	International	954	HTAA195XDHA15947	AA33128		
LEE	ST	315	1984	International	954	HTLDTVN4EHA20288	AA30423		
LEE	ST	325	1984	International	954	HTLDTVN7EHA60637	AA39627		
LEE	ST	345	1983	International	954	HTLDTVN5FHA41229	AA45227		
LEE	ST	355	1985	International	954	HTLDTVN7FHA40681	AA45228		
LEE	ST	405	1984	International	954	HTLDTVN1EHA67647	AB12586		
LEE	ST	445	1994	International	9900	HTSLACL75H615177	ZA70923		
LEE	ST	455	1994	International	9900	HTSDAANORH603853	AB48474		
LEE	ST	465	1994	International	9900				
LEE	STI	365	1988	International	954	HTLDTVN0JHG18304	AA60789		
LEE	STI	375	1988	International	954	HTSDZ3N3LH230196	AA90974		
LEE	STI	385	1991	International	9900	HTSCNHN1M1H302255	AA99437		
LEE	STI	395	1991	International	9900	HTSDNHN3MH302256	AA99438		
LEE	STI	415	1992	International	9900	HTSDNHN5NH402270	AB13280		
LEE	STI	425	1992	International	9900	HTSDPCNXNH447945	AB22381		
LEE	STI	435	1994	International	9900	HTSDPCN2BH541188	AB38029		
LEE	STI	445	1995	International	9900	HTSDAAN85H667015	AB56641		
LEE	STI	475	1995	International	9900	HTSDAANKSH667016	AB56642		
LEE	STI	495	1996	International	9900	HTSDAANKTH314548	AB70681		
LEE	STI	505	1996	International	9900	HTSDAANKTH314549	AB70682		
LEE	STI	515	1996	International	9900	HTSDAANKTH314550	AB70683		
LEE	TR	760	1984	Mack	MH613	M2AR07YKEM003392	AA39703		
LEE	TR	780	1985	Mack	MH613	M2AR07Y9FM004356	AA49983		
LEE	TR	790	1985	Mack	MH613	M2AR07Y6FM004357	AA16187		
LEE	TR	800	1985	Mack	MH613	M2AR07Y7FM005862	AA82993		
LEE	TR	810	1985	Mack	MH613	M2AR07Y3FM005101	AA16192		
LEE	TR	820	1985	Mack	MH613	M2AR07Y3FM005102	AA43001		
LEE	TR	840	1986	Mack	MH613	M2AR07Y5GM007840	AA16183		
LEE	TR	850	1986	Mack	MH613	M2AR07Y7GM007841	AA52966		
LEE	TR	860	1987	Mack	MH613	M2AR07IHYM009098	AA58558		
LEE	TR	870	1987	Mack	MH613	M2AR07Y3HM009099	AA58559		
LEE	TR	880	1986	Mack	MH613	M2AR07Y5GM007843	AA60788		
LEE	TR	890	1991	Mack	MH613	M2AR07Y9AM012034	AB01596		
LEE	TR	900	1997	Mack	MH613	M2AR07Y0AM012035	AB01597		
SHUM	TR	910	1991	Freightliner	FLD12064ST	FUYDXYBOMPS11624	AB12585		
LEE	TR	920	1992	Mack	MH613	M2AR60Y6NM012216	AB14029		
LEE	TR	930	1992	Peterbilt	372	XPDD89X6ND607280	AB25091		
LEE	TR	940	1992	Peterbilt	372	XPDDR9X9ND607281	AB25092		
LEE	TR	950	1993	Peterbilt	372	XPDDR9X5PD607815	AB34306		
LEE	TR	960	1994	Freightliner	FLB11064ST	FUYBSEBRL635796	AB46043		
LEE	TR	970	1995	Freightliner	FLB100064S	FUYBSEB1SL66628A	AB57121		
LEE	TR	980	1995	Freightliner	FLB100064S	FUYBSEB2SL545713	AA16186		
LEE	TR	990	1995	Freightliner	FLB100064S	FUYBSEB4SL545714	AA16191		
LEE	TR	1000	1996	Freightliner	FLB100064S	FUYBSEBTL753242	AA16185		
LEE	TR	1010	1996	Freightliner	FLB100064S	FUYBSEBTL753243	AB68402		
LEE	TR	1020	1996	Freightliner	FLB100064S	FUYBSEBTL753244	AB68403		

SUMMARY OF OPERATING AUTHORITY TO BE TRANSFERRED

TO

SOUTH HILLS MOVERS, INC.

- (1) To transport, as a Class D carrier, household goods, personal effects and property used or to be used in a dwelling when a part of the furnishings, equipment or supplies of such dwelling as an incidental part of a removal by the householder from one domicile to another; furniture, fixtures, equipment and the property of stores, offices, museums, institutions, hospitals or other establishments when a part of the stock, equipment or supply of such stores, offices, museums, institutions, hospitals or other establishments, in connection with the removal from one location to another; and articles, in use, including objects of art, displays and exhibits, which because of their unusual nature or value, require specialized handling and equipment usually employed in moving household goods, between points in the City of Pittsburgh, Allegheny County, and points within one hundred twenty-five (125) miles by the usually traveled highways of the limits of said city;

with right number 1 above subject to the following condition:

That no right, power or privilege is granted to provide service to, from or between points in the county of Beaver.

- (2) To transport, as a Class D carrier, tabulating machines, calculating machines, computers, copying machines, electronic equipment and other business machines and equipment, which because of their unusual nature or value, require specialized handling and equipment usually employed in the moving of household goods, and parts, materials and supplies used in connection therewith between points in the City of Pittsburgh, Allegheny County, and points within one hundred twenty-five (125) miles by the usually traveled highways of the limits of said city;

with right number 2 subject to the following condition:

That no right, power or privilege is granted to provide service to, from or between points in the counties of Armstrong, Butler and Westmoreland.

with right numbers 1 and 2 above subject to the following conditions:

- (a) That no right, power or privilege is granted to provide service to, from or between points in the counties of Allegheny, Fayette, Greene, Lawrence and Washington.
- (b) That no right, power or privilege is granted to provide service to, from or between points in the borough of Ellwood City, Lawrence County, and within ten (10) miles by the usually traveled highways of the limits of said borough.
- (c) That no right, power or privilege is granted to provide service to, from or between points in the borough of Clymer, Indiana County, and within twenty-five (25) miles by the usually traveled highways of the limits of said borough (except that service may be provided to, from or between points in White Township and the borough of Indiana, Indiana County).
- (d) That no right, power or privilege is granted to provide service to, from or between points in the borough of Leechburg, Armstrong County, and within ten (10) miles by the usually traveled highways of the limits of said borough.
- (e) That no right, power or privilege is granted to provide service between points in the city of Erie, Erie County; from points in the city of Erie, Erie County, to points within twenty (20) miles by the usually traveled highways of the public square in said city, or vice versa; or from points in the city of Erie, Erie County, and within twenty (20) miles by the usually traveled highways of the limits of said city to points in Pennsylvania within one hundred twenty-five (125) miles by the usually traveled highways of the limits of the city of Pittsburgh, Allegheny County, or vice versa.

SUMMARY OF OPERATING AUTHORITY TO BE RETAINEDBY LEELEASE, INC.AND TRANSFERRED SIMULTANEOUSLY TO SHM, INC.

- (1) To transport, as a Class D carrier, household goods, personal effects and property used or to be used in a dwelling when a part of the furnishings, equipment or supplies of such dwelling as an incidental part of a removal by the householder from one domicile to another; furniture, fixtures, equipment and the property of stores, offices, museums, institutions, hospitals or other establishments when a part of the stock, equipment or supply of such stores, offices, museums, institutions, hospitals or other establishments, in connection with the removal from one location to another; and articles, in use, including objects of art, displays and exhibits, which because of their unusual nature or value, require specialized handling and equipment usually employed in moving household goods.
- (a) Between points in the counties of Allegheny, Beaver, Fayette, Greene, Lawrence and Washington, and from points in the said counties to points in Pennsylvania within one hundred twenty-five (125) miles by the usually traveled highways of the limits of the city of Pittsburgh, Allegheny County, and vice versa;
- (b) Between points in the borough of Ellwood City, Lawrence County, and within ten (10) miles by the usually traveled highways of the limits of the said borough, and from points in said territory to points in Pennsylvania within one hundred twenty-five (125) miles by the usually traveled highways of the limits of the city of Pittsburgh, Allegheny County, and vice versa;
- (c) From points in the borough of Clymer, Indiana County, and within twenty-five (25) miles by the usually traveled highways of the limits of said borough, to points in Pennsylvania within one hundred twenty-five (125) miles by the usually traveled highways of the limits of the city of Pittsburgh, Allegheny County, and vice versa;
- (d) From points in the borough of Leechburg, Armstrong County, and within ten (10) miles by the usually traveled highways of the limits of said borough to

points in Pennsylvania within one hundred twenty-five (125) miles by the usually traveled highways of the limits of the city of Pittsburgh, Allegheny County, and vice versa; and

- (e) From points in the city of Pittsburgh, Allegheny County, to other points in Pennsylvania, and vice versa.
- (f) Between points in the city of Erie, Erie County.
- (g) From points in the city of Erie, Erie County, to points within twenty (20) miles by the usually traveled highways of the public square in said city, and vice versa.
- (h) From points in the city of Erie, Erie County, and within twenty (20) miles by the usually traveled highways of the limits of said city to points in Pennsylvania within one hundred twenty-five (125) miles by the usually traveled highways of the limits of the city of Pittsburgh, Allegheny County, and vice versa.

with right 1(c) subject to the following condition:

That no right, power or privilege is granted to provide service to, from or between points in White Township and the borough of Indiana, Indiana County.

- (2) To transport, as a Class D carrier, tabulating machines, calculating machines, computers, copying machines, electronic equipment and other business machines and equipment, which because of their unusual nature or value, require specialized handling and equipment usually employed in the moving of household goods, and parts, materials and supplies used in connection therewith.
 - (a) Between points in the counties of Allegheny, Armstrong, Butler, Fayette, Greene, Lawrence, Washington and Westmoreland, and from points in the said counties to points in Pennsylvania within one hundred twenty-five (125) miles by the usually traveled highways of the limits of the city of Pittsburgh, Allegheny County, and vice versa;
 - (b) Between points in the borough of Ellwood City, Lawrence County, and within ten (10) miles by the usually traveled highways of the limits of the said borough, and from points in said territory to points in Pennsylvania within one hundred twenty-five (125) miles by the usually traveled highways of the limits of the city of Pittsburgh, Allegheny County, and vice versa;

- (c) From points in the borough of Clymer, Indiana County, and within twenty-five (25) miles by the usually traveled highways of the limits of said borough, to points in Pennsylvania within one hundred twenty-five (125) miles by the usually traveled highways of the limits of the city of Pittsburgh, Allegheny County, and vice versa;
- (d) From points in the borough of Leechburg, Armstrong County, and within ten (10) miles by the usually traveled highways of the limits of said borough to points in Pennsylvania within one hundred twenty-five (125) miles by the usually traveled highways of the limits of the city of Pittsburgh, Allegheny County, and vice versa; and
- (e) From points in the city of Pittsburgh, Allegheny County, to other points in Pennsylvania, and vice versa.
- (f) Between points in the city of Erie, Erie County.
- (g) From points in the city of Erie, Erie County, to points within twenty (20) miles by the usually traveled highways of the public square in said city, and vice versa.
- (h) From points in the city of Erie, Erie County, and within twenty (20) miles by the usually traveled highways of the limits of said city to points in Pennsylvania within one hundred twenty-five (125) miles by the usually traveled highways of the limits of the city of Pittsburgh, Allegheny County, and vice versa.

with right 2(c) subject to the following condition:

That no right, power or privilege is granted to provide service to, from or between points in White Township and the borough of Indiana, Indiana County.

SOUTH HILLS MOVERS, INC.

Balance Sheet
December 31, 1995

Assets

Current assets:

Cash and cash equivalents	\$ 573,126
Receivables:	
Trade	849,666
Shareholder	4,033
Other	29,677
Other current assets	<u>147,552</u>
Total current assets	1,604,054

Intercompany receivables:

SHM, Inc.	17,459
SHM Holdings, Ltd.	205,697

Fixed assets, at cost:

Leasehold improvements	214,893
Vehicles, equipment and furniture	<u>746,283</u>
	961,176
Less accumulated depreciation	<u>463,352</u>
	497,824

Other assets

	<u>55,000</u>
	\$2,380,034

Liabilities

Current Liabilities:

Accounts payable	\$ 507,418
Accrued liabilities	295,225
Income taxes payable	69,394
Current portion of long-term debt	<u>55,420</u>
Total current liabilities	927,457

Intercompany payables:

SHM, Inc.	860,944
SHM Holdings, Ltd.	310,345

Long-term debt	56,082
Deferred income taxes	4,731

Shareholders' equity (deficit):

Capital stock	50,000
Retained earnings (deficit)	<u>170,475</u>
Total shareholders' equity (deficit)	<u>220,475</u>
	<u>\$2,380,034</u>

SOUTH HILLS MOVERS, INC.

Statement of Income (Loss) and Retained Earnings (Deficit)
Year ended December 31, 1995

Revenue, net of discounts	\$9,546,616
Operating expenses	<u>9,677,194</u>
Operating profit (loss)	(130,578)
Other income (expense):	
Interest income	11,016
Interest expense	(13,983)
Other	<u>212,236</u>
	<u>209,269</u>
Income (loss) before income taxes	78,691
Income tax expense (benefit):	
Current federal	49,843
Current state	<u>19,211</u>
	69,054
Deferred	<u>(4,873)</u>
	<u>64,181</u>
Income (loss)	<u>14,510</u>
Net income (loss)	<u>14,510</u>
Retained earnings (deficit) at beginning of year	<u>155,965</u>
Retained earnings (deficit) at end of year	<u>\$ 170,475</u>

APPLICATION OF
SOUTH HILLS MOVERS, INC.

APPENDIX 12-5

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

Transferor will satisfy any unpaid business bad debts from its present cash reserves and the proceeds of the sale of the operating rights.

APPLICATION OF
SOUTH HILLS MOVERS, INC.

APPENDIX 12-6

STATEMENT OF SAFETY PROGRAM

Applicant maintains a complete safety program 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 are 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 is periodically given safety instructions that require him to meet certain high standards of operation. The program also includes safety meetings where discussions are conducted concerning the safe operation of equipment.

Applicant has implemented a preventative maintenance program which requires the checking and servicing of equipment on a regular basis. No equipment will be dispatched or utilized until known defects are corrected.

APPLICATION OF
SOUTH HILLS MOVERS, INC.

APPENDIX 12-7

STATEMENT OF TRANSFEREE'S EXPERIENCE

South Hills Movers, Inc. and its predecessors have been involved in the transportation of household goods and office equipment and furniture in use for many years. Pursuant to its operating authority, it has provided household goods transportation service and related services throughout Pennsylvania. It also holds extensive interstate operating authority pursuant to which it provides extensive household goods and related services.

Transferee is in a position to immediately begin providing service under the former Leelease, Inc. rights and is financially able to secure such additional equipment and facilities as may be required to provide that service.

Transferee is 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.

Microfilm Number _____

Filed with the Department of State on _____

Entity Number _____

Secretary of the Commonwealth

ARTICLES OF INCORPORATION

Indicate type of domestic corporation (check one):

- Business-stock (15 Pa. C.S. § 1306) _____ Professional (15 Pa. C.S. § 2903)
- _____ Business-nonstock (15 Pa. C.S. § 2102) _____ Management (15 Pa. C.S. § 2701)
- _____ Business-statutory close (15 Pa. C.S. § 2304a is applicable) _____ Cooperative (15 Pa. C.S. § 7701)

1. The name of the corporation is: South Hills Movers, Inc.

_____ This corporation is incorporated under the provisions of the Business Corporation Law of 1988.

2. The address of this corporation's initial (a) registered office in this Commonwealth or (b) commercial registered office provider and the county of venue is:

(a) 3132 Industrial Blvd. Bethel Park, PA 15102 Allegheny
Number and Street City State Zip County

(b) _____
Name of Commercial Registered Office Provider County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

3. The aggregate number of shares authorized is: 100,000 (other provisions, if any, attach 8 1/2 x 11 sheet)

4. The name and address, including street and number, if any, of each incorporator is:

Name	Address	Signature	Date
<u>Robert Lee</u>	<u>3132 Industrial Blvd.</u> <u>Bethel Park, PA 15102</u>	<u>Robert Lee</u>	<u>9-6-96</u>
_____	_____	_____	_____

5. The specified effective date, if any, is: _____
month day year hour, if any

6. Any additional provisions of the articles, if any, attach an 8 1/2 x 11 sheet.

7. Statutory close corporation only: Neither the corporation nor any shareholder shall make an offering of any of its shares of any class that would constitute a "Public Offering" within the meaning of the Securities Act of 1933 (15U.S.C. § 77A et seq.).

8. Business cooperative corporations only: (Complete and strike out inapplicable term) The common bond of membership among its members/shareholders is: _____

96 SEP 10 11 28 AM '96
PA DEPT OF STATE

SUPPLEMENT TO
ARTICLES OF INCORPORATION
OF
South Hills Movers, Inc.

Standard of Care of Officers.

An officer shall perform his duties as an officer in good faith, in a manner he reasonably believes to be in the best interest of the Corporation and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. In performing his duties, an officer shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

1. One or more directors or employees of the Corporation whom the officer reasonably believes to be reliable and competent in the matters presented.
2. Counsel, public accountants or other persons as to matters which the officer reasonably believes to be within the professional or expert competence of such person.
3. A committee of the board upon which he does not serve, duly designated in accordance with the law, as to matters in its designated authority, which committee the officer reasonably believes merit competence. An officer will not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause his reliance to be unwarranted.

In discharging the duties of their respective positions, the officers, in considering the best interests of the Corporation, may consider the effects of any action upon employees, upon suppliers and customers of the Corporation and upon communities in which offices or other establishments of the Corporation are located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of this subsection.

Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as an officer or any failure to take any action shall be presumed to be in the best interests of the Corporation.

64-211-01-25-05
RECORDED

If a bylaw adopted by the shareholders so provides, an officer shall not be personally liable, as such, for monetary damages for any action taken, or any failure to take any action, unless:

- (i) the officer has breached or failed to perform the duties of his office under this section; and
- (ii) the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.

The provisions of the prior paragraph shall not apply to:

- (i) the responsibility or reliability of an officer pursuant to any criminal statute; or
- (ii) the liability of an officer for the payment of taxes pursuant to local, state or federal law.

APPLICATION OF
SOUTH HILLS MOVERS, INC.

APPENDIX 12-9

CORPORATE DATA

1. Names, Titles and Addresses of Corporate Officers:

<u>Name</u>	<u>Title</u>	<u>Address</u>
Robert Lee	Chairman of the Board	3132 Industrial Boulevard Bethel Park, PA 15102
Robert E. Lee	President/Treasurer	3132 Industrial Boulevard Bethel Park, PA 15102
Gary N. Lee	Vice President/Secretary	3132 Industrial Boulevard Bethel Park, PA 15102

2. Names and Address of Corporate Directors:

<u>Name</u>	<u>Address</u>
Robert Lee	3132 Industrial Boulevard Bethel Park, PA 15102
Robert E. Lee	3132 Industrial Boulevard Bethel Park, PA 15102
Gary N. Lee	3132 Industrial Boulevard Bethel Park, PA 15102

3. Amount of Stock Authorized:

One Hundred Thousand (100,000) shares common stock.

4. Amount of Stock Issued and Outstanding:

One Thousand (1,000) shares of common stock without par value.

5. Names, Address and Number of Shares Held by Each Shareholder:

<u>Name</u>	<u>Address</u>	<u>Number of Shares</u>
SHM Holdings, Ltd.	3132 Industrial Boulevard Bethel Park, PA 15102	1,000

The outstanding stock of SHM Holdings, Ltd. is owned 50% by Robert E. Lee and 50% by Gary N. Lee.

6. Corporate Purpose Clause:

Section 1301 (15 Pa. C.S. §1301) of the Pennsylvania Business Corporation Law of 1988 provides as follows:

Corporations may be incorporated under this subpart for any lawful purpose or purposes. Unless otherwise restricted in its articles, every business corporation has as its corporate purpose the engaging in all lawful business for which corporations may be incorporated under this subpart.

Applicant's Articles of Incorporation, a copy of which is attached as Appendix 12-8, does not restrict its corporate purposes. Accordingly, pursuant to the above statutory provision, applicant may engage in all lawful business for which corporations may be incorporated under the Pennsylvania Business Corporation Law.

Law Offices

VUONO & GRAY

John A. Vuono
William A. Gray
Mark T. Vuono*
Richard R. Wilson
Dennis J. Kusturiss
Christine M. Dolfi
Louise R. Schrage
*Also Admitted in Florida

2310 Grant Building
Pittsburgh, PA 15219-2383

Telephone
(412) 471-1800

November 5, 1996

RECEIVED
NOV 06 1996
F. M. L. 4477

Re: SHM, Inc.-Transferee
and Leelease, Inc.-Transferor

South Hills Movers, Inc.-Transferee
and Leelease, Inc.-Transferor

BUREAU OF
TRANSPORTATION & SAFETY

Mr. Timothy Zeigler
Pennsylvania Public Utility Commission
Barto Building
Second Floor
231 State Street
Harrisburg, PA 17105

BY FEDERAL EXPRESS

Dear Tim:

This will confirm our several telephone conversations with you concerning the above applications.

In order to portray the split of the operating authorities now held by Leelease, Inc., we have prepared the attached multi-colored map which shows the 125 mile radial area of the City of Pittsburgh. The portion of that area which Leelease proposes to transfer to South Hills Movers, Inc. is shown by means of cross hatch marks. The portion of the radial area which Leelease proposes to transfer to SHM, Inc. is shown in yellow. Where radial areas are involved, the base point is shown in red.

The effect of the proposed transfers is to vest in South Hills Movers, Inc. all of the authority which it requires to fill out its current system in western and central Pennsylvania and to transfer to SHM that portion of the Leelease rights which are duplicated by the existing South Hills Movers rights.

DOCUMENT
FOLDER

Mr. Timothy Zeigler
Page Two
November 5, 1996

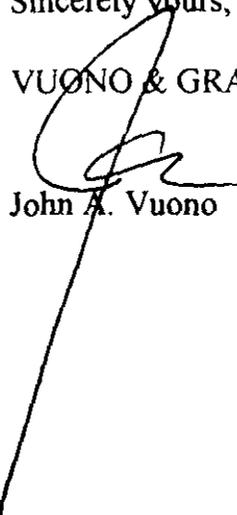
In the light of our discussion concerning the elimination from the transfer applications of the tabulating machine, etc. authorities, I am enclosing revised versions of appendices 12-3 to each application. I believe them to be concise summaries of the household goods authorities proposed to be transferred to South Hills Movers, Inc. and SHM, Inc.

I understand you are also reviewing this issue and will be forwarding some information to me.

Thank you for your continued cooperation.

Sincerely yours,

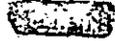
VUONO & GRAY

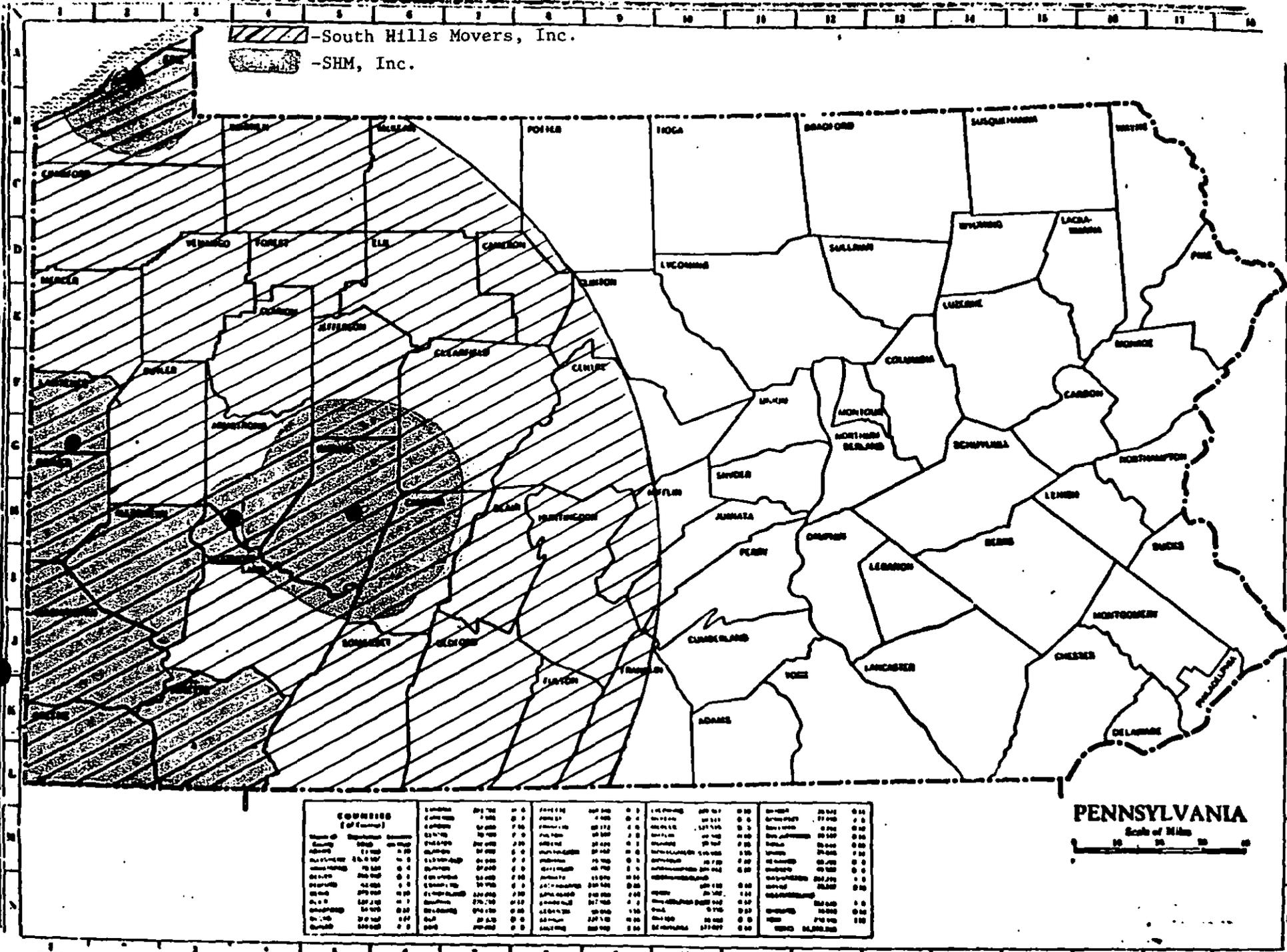


John A. Vuono

CW/2884
Enclosures

 -South Hills Movers, Inc.

 -SHM, Inc.



COUNTIES		[of Counties]		COUNTIES		COUNTIES		COUNTIES		COUNTIES		COUNTIES	
County	Population	Area	Pop. Density	County	Population	Area	Pop. Density	County	Population	Area	Pop. Density	County	Population
Adams	11,700	1,200	9.8	Allegheny	1,000,000	1,000	1,000	Armstrong	10,000	1,000	10	Berks	100,000
Allegheny	1,000,000	1,000	1,000	Armstrong	10,000	1,000	10	Berks	100,000	1,000	100	Blair	10,000
Armstrong	10,000	1,000	10	Berks	100,000	1,000	100	Blair	10,000	1,000	10	Bradford	10,000
Berks	100,000	1,000	100	Blair	10,000	1,000	10	Bradford	10,000	1,000	10	Bucks	100,000
Blair	10,000	1,000	10	Bradford	10,000	1,000	10	Bucks	100,000	1,000	100	Cambria	10,000
Bradford	10,000	1,000	10	Bucks	100,000	1,000	100	Cambria	10,000	1,000	10	Cameron	10,000
Bucks	100,000	1,000	100	Cambria	10,000	1,000	10	Cameron	10,000	1,000	10	Carbon	10,000
Cambria	10,000	1,000	10	Cameron	10,000	1,000	10	Carbon	10,000	1,000	10	Chester	100,000
Cameron	10,000	1,000	10	Carbon	10,000	1,000	10	Chester	100,000	1,000	100	Columbia	10,000
Carbon	10,000	1,000	10	Chester	100,000	1,000	100	Columbia	10,000	1,000	10	Centre	10,000
Chester	100,000	1,000	100	Columbia	10,000	1,000	10	Centre	10,000	1,000	10	Clinton	10,000
Columbia	10,000	1,000	10	Centre	10,000	1,000	10	Clinton	10,000	1,000	10	Lycoming	10,000
Centre	10,000	1,000	10	Clinton	10,000	1,000	10	Lycoming	10,000	1,000	10	Mifflin	10,000
Clinton	10,000	1,000	10	Lycoming	10,000	1,000	10	Mifflin	10,000	1,000	10	Monroe	10,000
Lycoming	10,000	1,000	10	Mifflin	10,000	1,000	10	Monroe	10,000	1,000	10	Northampton	10,000
Mifflin	10,000	1,000	10	Monroe	10,000	1,000	10	Northampton	10,000	1,000	10	Northumberland	10,000
Monroe	10,000	1,000	10	Northampton	10,000	1,000	10	Northumberland	10,000	1,000	10	Perry	10,000
Northampton	10,000	1,000	10	Northumberland	10,000	1,000	10	Perry	10,000	1,000	10	Schuylkill	10,000
Northumberland	10,000	1,000	10	Perry	10,000	1,000	10	Schuylkill	10,000	1,000	10	Snyder	10,000
Perry	10,000	1,000	10	Schuylkill	10,000	1,000	10	Snyder	10,000	1,000	10	Susquehanna	10,000
Schuylkill	10,000	1,000	10	Snyder	10,000	1,000	10	Susquehanna	10,000	1,000	10	Taylor	10,000
Snyder	10,000	1,000	10	Susquehanna	10,000	1,000	10	Taylor	10,000	1,000	10	Union	10,000
Susquehanna	10,000	1,000	10	Taylor	10,000	1,000	10	Union	10,000	1,000	10	York	10,000
Taylor	10,000	1,000	10	Union	10,000	1,000	10	York	10,000	1,000	10		

PENNSYLVANIA
Scale of Miles
0 10 20 30

~~OFFENSE~~
SUMMARY OF OPERATING AUTHORITY TO BE TRANSFERRED

TO

SOUTH HILLS MOVERS, INC.

- (1) To transport, as a Class D carrier, household goods, personal effects and property used or to be used in a dwelling when a part of the furnishings, equipment or supplies of such dwelling as an incidental part of a removal by the householder from one domicile to another; furniture, fixtures, equipment and the property of stores, offices, museums, institutions, hospitals or other establishments when a part of the stock, equipment or supply of such stores, offices, museums, institutions, hospitals or other establishments, in connection with the removal from one location to another; and articles, in use, including objects of art, displays and exhibits, which because of their unusual nature or value, require specialized handling and equipment usually employed in moving household goods, between points in the City of Pittsburgh, Allegheny County, and points within one hundred twenty-five (125) miles by the usually traveled highways of the limits of said city:

subject to the following conditions:

- (a) That no right, power or privilege is granted to provide service to, from or between points in the county of Beaver.
- (b) That no right, power or privilege is granted to provide service to, from or between points in the counties of Allegheny, Fayette, Greene, Lawrence and Washington.
- (c) That no right, power or privilege is granted to provide service to, from or between points in the borough of Ellwood City, Lawrence County, and within ten (10) miles by the usually traveled highways of the limits of said borough.
- (d) That no right, power or privilege is granted to provide service to, from or between points in the borough of Clymer, Indiana County, and within twenty-five (25) miles by the usually traveled highways of the limits of said borough (except that service may be provided to, from or between points in White Township and the borough of Indiana, Indiana County).

- (e) That no right, power or privilege is granted to provide service to, from or between points in the borough of Leechburg, Armstrong County, and within ten (10) miles by the usually traveled highways of the limits of said borough.

- (f) That no right, power or privilege is granted to provide service between points in the city of Erie, Erie County; from points in the city of Erie, Erie County, to points within twenty (20) miles by the usually traveled highways of the public square in said city, or vice versa; or from points in the city of Erie, Erie County, and within twenty (20) miles by the usually traveled highways of the limits of said city to points in Pennsylvania within one hundred twenty-five (125) miles by the usually traveled highways of the limits of the city of Pittsburgh, Allegheny County, or vice versa.

SUMMARY OF OPERATING AUTHORITY TO BE TRANSFERRED

TO

SHM, INC.

- (1) To transport, as a Class D carrier, household goods, personal effects and property used or to be used in a dwelling when a part of the furnishings, equipment or supplies of such dwelling as an incidental part of a removal by the householder from one domicile to another; furniture, fixtures, equipment and the property of stores, offices, museums, institutions, hospitals or other establishments when a part of the stock, equipment or supply of such stores, offices, museums, institutions, hospitals or other establishments, in connection with the removal from one location to another; and articles, in use, including objects of art, displays and exhibits, which because of their unusual nature or value, require specialized handling and equipment usually employed in moving household goods.
- (a) Between points in the counties of Allegheny, Beaver, Fayette, Greene, Lawrence and Washington, and from points in the said counties to points in Pennsylvania within one hundred twenty-five (125) miles by the usually traveled highways of the limits of the city of Pittsburgh, Allegheny County, and vice versa;
- (b) Between points in the borough of Ellwood City, Lawrence County, and within ten (10) miles by the usually traveled highways of the limits of the said borough, and from points in said territory to points in Pennsylvania within one hundred twenty-five (125) miles by the usually traveled highways of the limits of the city of Pittsburgh, Allegheny County, and vice versa;
- (c) From points in the borough of Clymer, Indiana County, and within twenty-five (25) miles by the usually traveled highways of the limits of said borough, to points in Pennsylvania within one hundred twenty-five (125) miles by the usually traveled highways of the limits of the city of Pittsburgh, Allegheny County, and vice versa;
- (d) From points in the borough of Leechburg, Armstrong County, and within ten (10) miles by the usually traveled highways of the limits of said borough to

points in Pennsylvania within one hundred
twenty-five (125) miles by the usually traveled
highways of the limits of the city of Pittsburgh,
Allegheny County, and vice versa; and

- (e) From points in the city of Pittsburgh, Allegheny County, to other points in Pennsylvania, and vice versa.
- (f) Between points in the city of Erie, Erie County.
- (g) From points in the city of Erie, Erie County, to points within twenty (20) miles by the usually traveled highways of the public square in said city, and vice versa.
- (h) From points in the city of Erie, Erie County, and within twenty (20) miles by the usually traveled highways of the limits of said city to points in Pennsylvania within one hundred twenty-five (125) miles by the usually traveled highways of the limits of the city of Pittsburgh, Allegheny County, and vice versa.

with right 1(c) subject to the following condition:

That no right, power or privilege is granted to provide service to, from or between points in White Township and the borough of Indiana, Indiana County.

PENNSYLVANIA PUBLIC UTILITY COMMISSION

RECEIPT

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

000225

96 NOV 19 11 19 96

JOHN A. VOUNO ESQ
2310 GRANT BUILDING
PITTSBURGH PA 15129

RECEIVED
PROTHONOTARY'S OFFICE 11/19/96

RECEIPT # 192575

DOCUMENT
FOLDER

DOCKETED
NOV 20 1996

In re Application of SOUTH HILLS MOVERS INC. (NEW)
A-00109506, F.1, AM-C.....\$350.00

JAF

REVENUE ACCOUNT: 001780-017601-102

CHECK NUMBER: 139

CHECK AMOUNT: \$350.00

C. Joseph Meisinger
(for Dept. of Revenue)



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

IN REPLY PLEASE
REFER TO OUR FILE

November 22, 1996

JOHN A VUONO
ATTORNEY AT LAW
2310 GRANT BUILDING
PITTSBURG PA 15219-2383

In re: A-00109506, F. 1, Am-C - Application of South Hills Movers, Inc. (NEW)

Dear Sir:

Acknowledgement is made of an application filed by you on behalf of SMH, Inc.

The application has been captioned as attached and will be submitted for review, provided no protests are filed on or before December 16, 1996.

This application is accepted with the understanding that the transferor will continue to render the service 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 November 23, 1996.

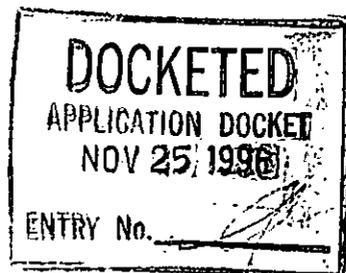
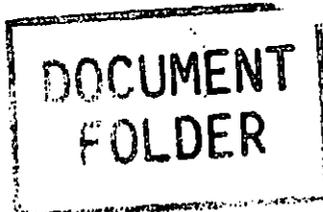
Very truly yours,

Peter S. Marzolf, Supervisor
Application Review Section
Bureau of Transportation & Safety

PSM:lg

cc: Applicant

SOUTH HILLS MOVERS INC
3132 INDUSTRIAL BOULEVARD
BETHEL PARK PA 15102



A-00099073, F. 5 SMH, INC. (3132 Industrial Boulevard, Bethal Park, Allegheny County, PA 15102), a corporation of the Commonwealth of Pennsylvania - (1) household goods in use, (a) between points in the counties of Allegheny, Beaver, Fayette, Greene, Lawrence and Washington, and from points in the said counties to points in Pennsylvania within one hundred twenty-five (125) miles by the usually traveled highways of the limits of the city of Pittsburgh, Allegheny County, and vice versa; (b) between points in the borough of Ellwood City, Lawrence County, and within ten (10) miles by the usually travelled highways of the limits of said borough, and from points in said territory to points in Pennsylvania within one hundred twenty-five (125) miles by the usually traveled highways of the limits of the city of Pittsburgh, Allegheny County, and vice versa; (c) from points in the borough of Clymer, Indiana County, and within twenty-five (25) miles by the usually traveled highways of the limits of said borough, to points in Pennsylvania within one hundred twenty-five (125) miles by the usually traveled highways of the limits of the city of Pittsburgh, Allegheny County, and vice versa; (d) from points in the borough of Leechburg, Armstrong County, and within ten (10) miles by the usually traveled highways of the limits of said borough to points in Pennsylvania within one hundred twenty-five (125) miles by the usually traveled highways of the limits of the city of Pittsburgh, Allegheny County, and vice versa; (e) from points in the city of Pittsburgh, Allegheny County, to other points in Pennsylvania, and vice versa; (f) between points in the city of Erie, Erie County; from points in the city of Erie, Erie County; (g) from points in the city of Erie, Erie County, to points within twenty (20) miles by the usually traveled highways of the public square in said city, and vice versa; (h) from points in the city of Erie, Erie County, and within twenty (20) miles by the usually traveled highways of the limits of said city to points in Pennsylvania within one hundred twenty-five (125) miles by the usually traveled highways of the limits of the city of Pittsburgh, Allegheny County, and vice versa; right (c) subject to the following condition: That no right power or privilege is granted to provide service to, from or between points in White Township and the borough of Indiana, Indiana County; and (2) property, except household goods in use, between points in Pennsylvania; which is to be a transfer of part of the rights authorized to Leelease, Inc., under the certificate issued at A-00107868, subject to the same limitations and conditions. Attorney: John A. Vuono, 2310 Grant Building, Pittsburgh, PA 15219-2383.

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

Published in Pennsylvania Bulletin

NOV 23 1996

BUREAU OF TRANSPORTATION AND SAFETY
COMMON CARRIER
NOVEMBER 1996

A-00109506
F. 1
AM-C

Application of South Hills Movers, Inc. (New), for amendment to its common carrier certificate which grants the right, inter alia, to transport, by motor vehicle, personal effects and property used or to be used in a dwelling when a part of the equipment or supply of such dwelling in connection with a removal by the householder from one house or dwelling to another; furniture, fixtures, equipment and the property of stores, offices, museums, laboratories, institutions, hospitals or other establishments when a part of the stock, equipment or supply of such stores, offices, museums, laboratories, institutions, hospitals or other establishments, in connection with a removal from one location to another; and articles, in use, including objects of art, displays and exhibits which, because of their unusual nature or value, require specialized handling and equipment usually employed in moving household goods, between points in the county of Fayette and from points in the said county to other points in Pennsylvania, and vice versa; subject to the following condition: That (except as presently authorized) the authority herein granted is limited to deliveries to the home, establishments or places of business of the ultimate user thereof, where such property if crated shall be uncrated and placed for exhibition or use and not for the purpose of resale: SO AS TO PERMIT the transportation of household goods in use, between points in the city of Pittsburgh, Allegheny County, and points within one hundred twenty-five (125) miles by the usually travelled highways of the limits of said city; subject to the following conditions: (a) That no right, power or privilege is granted to provide service to, from or between points in the county of Beaver, (b) That no right, power or privilege is granted to provide service to, from or between points in the counties of Allegheny, Fayette, Greene, Lawrence and Washington, (c) That no

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

Published in Pennsylvania Bulletin

BUREAU OF TRANSPORTATION AND SAFETY
COMMON CARRIER
NOVEMBER 1996

A-00109506
F. 1
AM-C

right, power or privilege is granted to provide service to, from or between points in the borough of Ellwood City, Lawrence County, and within ten (10) miles by the usually travelled highways of the limits of said borough, (d) That no right, power or privilege is granted to provide service to, from, or between points in the borough of Clymer, Indiana County, and within twenty-five (25) miles by the usually traveled highways of the limits of said borough (except that service may be provided to, from or between points in White Township and the borough of Indiana, Indiana County, (e) That no right, power or privilege is granted to provide service to, from or between points in the borough of Leechburg, Armstrong County, and within ten (10) miles by the usually traveled highways of the limits of said borough, (f) That no right, power or privilege is granted to provide service between points in the city of Erie, Erie County; from points in the city of Erie, Erie County, to points within twenty (20) miles by the usually traveled highways of the public square in said city, and vice versa; or from points in the city of Erie, Erie County, and within twenty (20) miles by the usually traveled highways of the limits of said city to points in Pennsylvania within one hundred twenty-five (125) miles by the usually traveled highways of the limits of the city of Pittsburgh, Allegheny County, or vice versa; which is to be a transfer of part of the rights authorized to Leelease, Inc., under the certificate issued at A-00107868, subject to the same limitations and conditions.

TLZ:tz

November 12, 1996

Application received: October 16, 1996
Application docketed: November 12, 1996

PROTESTS DUE:

