

APPLICATION

A-00109506 F1 AMA

LAW OFFICES

VUONO, LAVELLE & GRAY

2310 GRANT BUILDING

PITTSBURGH, PA. 15219-2383

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RICHARD R. WILSON
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CHRISTINE M. DOLFI
PETER J. SCANLON

April 23, 1991

*A-10 9506
F.I. AM-A*

*ALSO MEMBER OF FLORIDA BAR

Re: South Hills Movers, Inc.--Purchase--
Shoreline Moving Systems, Inc., Debtor
(James K. McNamara, Trustee)
Docket No. A-00109506
Our File 3713-3

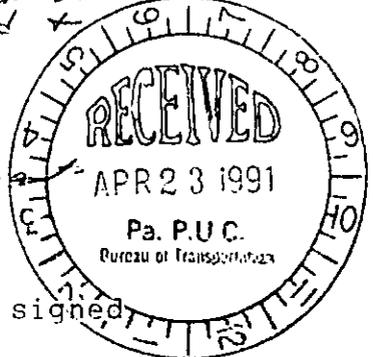
RECEIVED

APR 23 1991

SECRETARYS OFFICE
Public Utility Commission

HAND-DELIVERED

*7/17 called Lou Miller - no assessment paid in past 4 yrs. from
7/17 called Deb Past - Bankruptcy proceeding
owes assessment from
7/19 she said she has filed a debt with the bankruptcy court - the case can be
prevented with a condition that the due assessments be paid +
Mr. Peter S. Marzolf, Supervisor Annual Reports
Technical Review Section
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17120*



*FILED OR WE CAN
WRITE ANNUAL
REPORT REQUIREMENT
FOR*

Dear Mr. Marzolf:

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

1. Application of South Hills Movers, Inc. (Applicant), which holds operating authority issued by this Commission at Docket No. A-00109506 which seeks permanent authority to purchase all of the operating rights of Shoreline Moving Systems, Inc. (Shoreline) at Docket No. A-00107274, pursuant to 66 Pa. C.S.A. §1102.

2. Applications for emergency temporary authority and regular temporary authority by which applicant seeks to operate under the rights proposed to be purchased from Shoreline, pending disposition of the corresponding permanent authority application.

There are enclosed checks in the amounts of \$350 and \$200 to cover the filing fees for the permanent and temporary authority applications, respectively.

The temporary authority applications and justification attached thereto set forth strong reasons why an immediate grant of emergency temporary authority pending Commission action on the permanent application is essential in this

*5/2/91 Called atty -
need to file 89 annual report +
assessment
for*

**DOCUMENT
FOLDER**

Mr. Peter S. Marzolf
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April 23, 1991

case. In brief, Shoreline is the bankrupt in a proceeding pending in the United States Bankruptcy Court for the Western District of Pennsylvania, captioned In Re: Shoreline Moving Systems, Inc., Debtor, Chapter 11 Case No. 89-00478E. The enclosed application has been signed by James K. McNamara as Trustee for the Estate of Shoreline. In connection with the bankruptcy proceeding, Shoreline has terminated all intra-state motor carrier operations and the Trustee in Bankruptcy is proceeding to liquidate the assets of Shoreline. As a consequence, the shipping public in the territory authorized to be served by Shoreline no longer has available the service provided by Shoreline for many years.

Applicant and its predecessor companies have been providing service in connection with the transportation of household goods and related products for many years. The company which is controlled by the Lee family is experienced in providing such service and has the equipment, facilities and personnel necessary to meet the needs of the shipping public in the Shoreline territory. Applicant is in a strong financial condition and is able to immediately begin providing service to the shipping public in the Shoreline territory.

It has come to our attention that the Shoreline operating rights have been suspended by the Commission for failure by Shoreline to submit evidence of cargo liability insurance coverage. Applicant presently has on file with the Commission the required evidence of public liability, property damage and cargo liability insurance coverage. If the temporary authority applications are granted and applicant initiates operations under the Shoreline authority, the insurance coverages presently in effect for applicant will be applicable to those operations. Accordingly, it is respectfully requested that the suspension of the Shoreline operating authority be withdrawn to the extent necessary to permit applicant to assume operations under those rights.

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

Mr. Peter S. Marzolf
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Accordingly, in view of the facts and circumstances set forth herein and in the enclosed emergency and regular temporary authority applications and justification, it is respectfully requested that the processing and disposition of the emergency temporary authority application be expedited and that it be presented to the Commission for action at its next session.

We appreciate your cooperation.

Sincerely yours,

VUONO, LAVELLE & GRAY

John A. Vuono

nd

Enclosures

cc: South Hills Movers, Inc.
Shoreline Moving Systems, Inc.
James K. McNamara, Esq., Trustee
Guy C. Fustine, Esq.

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



BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of SOUTH HILLS MOVERS, INC. *
(Applicant/Transferee-Buyer)

for approval of the transfer and to exercise the right

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

No. A-00107274, Folder No. _____, issued to

SHORELINE MOVING SYSTEMS, INC.
(Transferor-Seller)

for transportation of property
(persons-property)

PUC USE ONLY

Docket No. 10 9506

Folder No. 1, Am-A

RECEIVED

APR 23 1991

SECRETARYS OFFICE
Public Utility Commission

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

1. South Hills Movers, Inc.
(Full and correct name of applicant/transferee)

2. (Not Applicable)
(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)

3. 3132 Industrial Boulevard
(Business Street Address) (P.O. Box, if any)

Bethel Park Allegheny PA 15102 (412) 561-8200
(City) (County) (State) (Zip) (Telephone)

**DOCUMENT
FOLDER**

F-1 AMENDMENT

DOCKETED
APPLICATION DOCKET
JUL 26 1991
ENTRY No. low

*See Explanatory Statement.

ORIGINAL

4. Applicant's attorney (for this application) is:
John A. Vuono, Esq. 2310 Grant Building
Vuono, Lavelle & Gray Pittsburgh, PA 15219 (412) 471-1800
(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)
Lawrence C. Bolla, Esq. Guy C. Fustine, Esq.
Transferor: Quinn, Gent, Buseck & Leemhuis, Inc. Knox McLaughlin Gornall & Sennett, P.C.
2222 W. Grandview Blvd. (Address) 120 W. Tenth Street
Erie, PA 16506-4508 Erie, PA 16501-1461

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

A- 00109506 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-72914.

8. Applicant is (check one):

Individual.

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

(Name)

(Address)

Corporation. Organized under the laws of the State of Pennsylvania

and qualified to do business in Pennsylvania by registering with the Secretary of the Commonwealth on _____ (Attach copy of Certificate of Incorporation or Authority and statement of charter purpose). Include as an attachment a list of corporate officers and their titles and the names, addresses and number of shares held by each stockholder. (See Appendices 12-8 and 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 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 (See Explanatory Statement)

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)
- Copy of the order of the Bankruptcy Court appointing Trustee for Transferor. (Appendix 12-10)

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 Lee 4/12/91
 Robert Lee, President

Transferor sign here: SHORELINE MOVING SYSTEMS, INC. * _____

(Corporate Seal)

By: James K. McNamara 3-15-91
 James K. McNamara,
 Trustee

THE FIRST NATIONAL BANK
 OF PENNSYLVANIA

By: Linda G. McAlmont 3-19-91
 Assistant Vice President (Date)

*Transferor is in bankruptcy and seal is not available.

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 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 Lee
Signature of Affiant

Robert Lee

Sworn and subscribed before me this 12th
day of April 19 91
My Commission Expires _____

Catherine Stein
Signature of Official Administering Oath

Notarial Seal
Catherine Stein, Notary Public
Pittsburgh, Allegheny County
My Commission Expires June 13, 1994
Pennsylvania Association of Notaries

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:
ERIE _____ County :

James K. McNamara, being duly sworn (affirmed) according to law,
deposes and says that he is Trustee for ~~of~~ the Estate of Shoreline Moving Systems,
(Office of Affiant) (Name of Corporation) Inc., Debtor
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 Shoreline Moving Systems, Inc. to be able to prove the
(Name of Corporation)
same at the hearing hereof.

James K. McNamara
Signature of Affiant

James K. McNamara

Sworn and subscribed before me this 15th
day of March 19 91
My Commission expires _____

Barbara E. Gingrich
Signature of Official Administering Oath

NOTARIAL SEAL
BARBARA E. GINGRICH, NOTARY PUBLIC
ERIE, ERIE COUNTY, PENNSYLVANIA
MY COMMISSION EXPIRES JAN. 4, 1994

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

COMMONWEALTH OF PENNSYLVANIA :
: SS:
ERIE County :

JAMES K. McNAMARA, 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]
Signature of Affiant

Sworn and subscribed before me this 15th
day of March 1991

My Commission Expires _____
NOTARIAL SEAL
BARBARA E. GINGRICH, NOTARY PUBLIC
ERIE, ERIE COUNTY, PENNSYLVANIA
MY COMMISSION EXPIRES JAN. 4, 1994

[Signature]
Signature of Official Administering Oath

AFFIDAVIT OF THE FIRST NATIONAL BANK OF PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA :
: SS:
ERIE County :

LINDA J. McCALMONT, being duly sworn (affirmed) according to law, desposes and says that she is ASST Vice President of The First National Bank of Pennsylvania
(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 First National Bank of Pennsylvania to be able to prove the same
(Name of Corporation)

the same at the hearing hereof.

[Signature]
Signature of Affiant
Assistant Vice President

Sworn and subscribed before me this 19
day of March 1991

My Commission Expires _____

NOTARIAL SEAL
CARMEN A. BELL, NOTARY PUBLIC
ERIE, ERIE COUNTY, PENNSYLVANIA
MY COMMISSION EXPIRES MARCH 21, 1992

[Signature]
Signature of Official Administering Oath

APPLICATION OF
SOUTH HILLS MOVERS, INC.

EXPLANATORY STATEMENT

Transferor has experienced continuing and serious financial problems which culminated in the filing of a petition for relief under Chapter 11 of the Bankruptcy Code on August 31, 1989. The bankruptcy proceeding is presently pending in the United States Bankruptcy Court for the Western District of Pennsylvania captioned In Re: Shoreline Moving Systems, Inc., Debtor, Chapter 11 Case No. 89-00478E. There is attached hereto as Appendix 12-10 a copy of the Order of the Bankruptcy Court appointing James K. McNamara Trustee-in-Bankruptcy for Debtor.

Transferor is indebted to The First National Bank of Pennsylvania (FNB) under certain promissory judgment notes evidencing loans made by FNB to Shoreline. Those notes are secured, inter alia, by a lien in the nature of a security interest in the operating rights.

On September 27, 1989, FNB filed a motion with the Bankruptcy Court for relief from the automatic stay provisions of the Bankruptcy Code in order to proceed with repossession and sale of its collateral, including the operating rights, in accordance with applicable law. A copy of the motion for relief from the stay is attached as Appendix A.

Counts I and II of the motion were granted by order of the Bankruptcy Court dated December 29, 1989. A copy of the "handwritten" order is attached as Appendix B.

FNB's authority to proceed to sell the PUC certificate is contained in Count II of the motion, which action is based on the security agreement applicable to the operating rights executed by Shoreline. The Trustee-in-Bankruptcy has acknowledged the bank's security interest in the operating rights and has confirmed that the Estate would prefer that FNB rather than the Trustee liquidate the authority.

Transferee has entered into an agreement pursuant to which it will purchase all of the operating rights for Five Thousand (\$5,000) Dollars, of which Five Hundred (\$500) Dollars has been placed in escrow, with the balance to be paid in cash or by certified or cashier's check on the closing date pursuant to PUC approval. A complete copy of the purchase agreement is attached as Appendix 12-1. The agreement contains the normal terms and conditions usually incorporated in such purchase contracts, including provisions which make consummation of the transaction contingent upon the prior approval of the transaction by the PUC. In view of the circumstances and the fact that the consideration for the rights will be paid to FNB in consideration of the termination of its security interest in the rights, FNB has joined as a signatory to the agreement.

APPENDIX A

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

IN RE:)
)
SHORELINE MOVING SYSTEMS, INC.,) Chapter 11 Case No. 89-00478E
)
Debtor) Motion No.

MOTION FOR RELIEF FROM STAY AND/OR ADEQUATE PROTECTION

AND NOW, this 27th day of Sept., 1989, comes The First National Bank of Pennsylvania ("FNB"), by and through its counsel, Knox McLaughlin Gornall & Sennett, P.C., with this Motion for Relief from Stay and/or Adequate Protection, as follows:

1. The Bankruptcy Court has jurisdiction over this motion under 28 U.S.C. §1334, 28 U.S.C. §157(a) and order of reference effective as of October 16, 1984. This motion presents a core proceeding under 28 U.S.C. §157(b)(2)(G), and is filed pursuant to 11 U.S.C. §362 and Bankruptcy Rules 4001 and 9014.

2. FNB is a banking association incorporated under the Acts of Congress of the United States of America, having a principal place of business at 717 State Street, Erie, Pennsylvania 16501.

3. The debtor, Shoreline Moving Systems, Inc. ("Shoreline"), is a corporation with a place of business at 3025 West 17th Street, Erie, Pennsylvania 16505.

60 SEP 28 P 3:40

FILED

4. James E. Blackwood, Esq., with a place of business at 127 West Sixth Street, Erie, Pennsylvania 16501, is the attorney for Shoreline.

5. Shoreline filed a petition for relief under Chapter 11 of the Bankruptcy Code on August 31, 1989. To date, the Schedules have not been filed.

6. Shoreline is indebted to FNB under three separate notes, evidencing loans made by FNB to Shoreline, viz:

- (a) Adjustable Rate Note dated January 8, 1987 in the amount of \$115,000.00 with a principal balance due in the amount of \$100,940.95, accrued interest due through September 9, 1989 in the amount of \$12,532.37 and a per diem interest rate in the amount of \$24.89, which is adjustable (Exhibit A);
- (b) Business Note dated January 8, 1987 in the amount of \$10,000.00 with a principal balance due in the amount of \$4,300.00, accrued interest due through September 9, 1989 in the amount of \$1,376.68 and a per diem interest rate in the amount of \$1.35 (Exhibit B);
- (c) Business Note dated February 5, 1988 in the amount of \$15,000.00 with a principal balance due in the amount of \$15,000.00, accrued interest due through

September 9, 1989 in the amount of \$2,300.04 and a per diem interest rate in the amount of \$4.73 (Exhibit C).

7. Shoreline is in default under all three Notes, the balances due having been accelerated and demand therefor having been made by certified mail on August 10, 1989.

8. The Notes are secured by liens against Shoreline's property, more fully described below, by a Security Agreement dated January 8, 1987 (Exhibit D), Financing Statements filed January 15 and January 16, 1987 (Exhibits E, F and G), Hypothecation Agreement dated January 8, 1987 (Exhibit H), Vehicle Titles (Exhibits I, J, K and L) and personal guaranties.

COUNT I

9. Paragraphs 1 through 8 are incorporated herein by reference.

10. The obligations referred to above are secured by liens against four vehicles which are owned by Shoreline, viz:

- (a) 1982 Ford Tractor,
- (b) 1984 Kentucky Trailer,
- (c) 1984 International Truck, and
- (d) 1985 Chevrolet Truck.

11. The liens are noted as first liens on the Pennsylvania Certificates of Title, all of which were issued to Shoreline in 1987.

12. The value of the vehicles is such that there is no equity therein for the benefit of the debtor or the bankruptcy estate. Furthermore, the vehicles are burdensome and not necessary to an effective reorganization.

13. If FNB is not permitted to proceed with repossession and sale of the vehicles under applicable state law, FNB will suffer irreparable injury, loss and damage.

WHEREFORE, FNB prays for an order granting relief from the automatic stay and authorizing FNB to proceed with repossession and sale of the vehicles in accordance with applicable state law, or in the alternative, for an order granting adequate protection, and for other relief, including without limitation, an order directing Shoreline to turnover the vehicles to FNB forthwith.

COUNT II

14. Paragraphs 1 through 8 are incorporated herein by reference.

15. The obligations referred to above are also secured by an all-inclusive security interest in debtor's personal property, including but not limited to debtor's equipment and inventory.

16. The value of debtor's personal property, including but not limited to the debtor's inventory and equipment, is such that there is no equity in the property for the benefit of the debtor or the bankruptcy estate. Furthermore, said property is burdensome and not necessary to an effective reorganization.

17. If FNB is not permitted to proceed with repossession and sale of said property under applicable state law, FNB will suffer irreparable injury, loss and damage.

WHEREFORE, FNB prays for an order granting relief from the automatic stay and authorizing FNB to proceed with repossession and sale of the property in accordance with applicable state law, or in the alternative, for an order granting adequate protection, and for other relief that is reasonable and just.

COUNT III

18. Paragraphs 1 through 8 are incorporated herein by reference.

19. The obligations referred to above are also secured by 191 shares of Ameritech Stock and 1,035 shares of Potomac Electric Stock, as well as additional shares of any stock split of Ameritech and/or Potomac Electric Stock, pledged to FNB by Mary E. Miller on January 8, 1987 pursuant to the Hypothecation Agreement referred to above and attached as an exhibit.

20. There is no value in the stock for the benefit of the debtor or the bankruptcy estate, the stock having been pledged solely for the benefit of FNB in the event that Shoreline failed to pay FNB in accordance with the Notes.

21. The stock is not used by Shoreline in connection with its business and is not necessary to an effective reorganization.

22. If FNB is not permitted to enforce the Hypothecation Agreement and pledge under applicable state law, FNB and the other creditors of Shoreline will suffer irreparable injury, loss and damage.

WHEREFORE, FNB prays for an order granting relief from the automatic stay and authorizing FNB to exercise its rights under the Hypothecation Agreement and pledge in accordance with applicable state law, and for other relief that is reasonable and just.

Respectfully submitted,

KNOX McLAUGHLIN GORNALL &
SENNETT, P.C.
Attorneys for The First National
Bank of Pennsylvania

BY: *Guy C. Fustine*
Guy C. Fustine
120 West Tenth Street
Erie, Pennsylvania 16501
(814) 459-2800

70P109269

ADJUSTABLE RATE NOTE

\$115,000

Erie, Pennsylvania
January 8, 1987

FOR VALUE RECEIVED, the undersigned ("the Maker") promises to pay to the order of THE FIRST NATIONAL BANK OF PENNSYLVANIA, a national banking association having its principal office in Meadville, Pennsylvania ("the Bank"), in lawful money of the United States of America, the principal sum of One Hundred Fifteen Thousand Dollars (\$115,000) plus interest as herein provided.

Interest will be charged on that part of the outstanding principal which has not been repaid to the Bank. Interest charges will begin on the date of this Note and will continue until the full amount of principal has been paid. Beginning on the date of this Note, the Maker will pay interest at the rate of 9% per annum. On the following dates, the interest rate which the Maker will pay will be adjusted to and fixed at the Bank's then current Prime Rate plus 1-1/2%: January 8, 1990 and January 8, 1993 ("the Change Dates"). The adjusted interest rate shall apply beginning on the Change Date on which the adjustment occurs. Prime Rate, as used herein, means the rate the Bank charges its most creditworthy commercial customers as determined by the Bank from time to time and publicly announced as the Bank's Prime Rate. The Bank reserves the right to make loans to other borrowers at more or less than the Bank's Prime Rate where, in its judgment, different credit factors warrant a different interest rate.

The Maker will make payments of principal and interest every month at any office of the Bank, commencing on February 21, 1987, and continuing thereafter on the same day of each successive month until all of the principal, interest and other charges owing under this Note have been paid in full. The Maker will pay all sums owing under this Note no later than January 8, 1994 (the "Final Payment Date"), unless the balance of this Note is accelerated as herein provided. The Maker may prepay this Note in whole or in part at any time without penalty; provided, however, that partial prepayments will not change or delay the due dates of the monthly payments hereunder. Adjustments to the amount of monthly payments on account of partial prepayments will occur after the first Change Date following a partial prepayment.

The Maker's monthly payments, commencing on February 21, 1987, shall be in the amount of One Thousand Eight Hundred Fifty Dollars and Twenty Four Cents (\$1,850.24). When the interest rate is adjusted, as herein provided, the amount of the monthly payments will change, commencing with the first monthly payment following the Change Date on which the interest rate is adjusted. The amount of the monthly payments shall always be sufficient to repay the full amount of this Note in substantially equal payments by the final Payment Date. In setting the monthly payment amount on each change date, the Bank will assume that the interest rate will not change again prior to the Final Payment Date.

Exhibit A

(66) = 00312

SHARELINE MOVING 205

This Note is secured by all inclusive Security Agreements dated January 8, 1987, financing statements, titles to a 1982 Ford Tandem Tractor, Unit #322-99, Serial #IFDYX98WOCVA29867; 1984 Kentucky 45 Ft. Trailer, Unit #34, Serial #1KKVE4528ELO70253; 1985 Chevrolet 45 Ft. Diesel Truck, Unit #30-103, Serial #2GBHG31JOF4132294; 1984 International 26 Ft. Diesel Truck, Unit #322-95, Serial #1HTLDUXNOEHA22668; and 1034 shares Potomac Electric stock and 191 shares Ameritech stock (collectively, "the Collateral"). The Collateral is given as security for the payment of this Note and any other Note given in extension or renewal of this Note, as well as for the payment of any and all obligations or liabilities, direct or indirect, of the Maker to the Bank which were, are or may become due and whether now existing or hereafter arising or acquired by the Bank. The Maker agrees to deliver to the Bank additional collateral or to make payments on this Note to the satisfaction of the Bank if the market value of the Collateral declines or materially changes in value in the sole opinion of the Bank. In addition to any other sums due hereunder, the Maker will pay and discharge, or cause to be paid and discharged, any and all real estate or other taxes assessed against the Collateral before any penalty is due thereon.

If any monthly payment becomes overdue for a period of fifteen (15) days, the Maker agrees to pay upon demand by the Bank a late charge of \$15.00 for the purpose of defraying the expense incident to handling such overdue payment.

All of the terms, covenants, provisions, conditions and agreements contained in the Mortgage and Security Agreement accompanying this Note are hereby made a part hereof to the same extent and with the same force and effect as if they were fully set forth herein; and the Maker covenants and agrees to perform the same, or cause the same to be kept and performed, strictly in accordance with the terms and provisions thereof. In addition to the rights and remedies of the Bank set forth herein, the Bank shall have all rights and remedies set forth in said Mortgage and Security Agreement, and all such rights and remedies shall be cumulative.

This Note and all other obligations and liabilities, direct or contingent, of the Maker to the Bank, shall forthwith, at the option of the Bank, accelerate and become due and payable, without demand or notice, upon the happening of any of the following events: a default in the payment of any monthly payment due hereunder for thirty (30) days; a default in the performance by the Maker of any other obligations of this Note or of the Mortgage or Security Agreement; the sale or transfer of any Collateral given under this Note without the prior written consent of the Bank; any assignment by the Maker for the benefit of creditors; death of the Maker if the Maker is a natural person; insolvency, bankruptcy, receivership of the Maker; a material or significant decline in working capital, profits, sales or cash flow of the Maker; a significant adverse change in the Maker's quality of management, methods of doing business or financial reporting; a failure by the Maker to respond to correspondence or calls, or to answer pertinent questions about financial activities that may affect this loan; a failure by the Maker to furnish additional satisfactory collateral when reasonably requested to do so; or, a dissolution, reorganization or merger of the Maker if the Maker is a corporation or a partnership. In the event of the happening of any of the events set out above, the Bank is hereby given full power and authority to sell, assign and deliver, in a commercially reasonable way under the circumstances, the whole of any Collateral subject to this Note.

If any of the Collateral for this Note consists of negotiable instruments or any chose in action, or consists of liens upon property, or an undivided interest therein, the Bank instead of selling, may manage, collect, foreclose or otherwise realize upon such security, with or without suit, and make such compromises as it may deem suitable with any or all parties in interest to such Collateral, to the same extent as though the Bank were for all purposes the owner thereof. The Bank also may extend the time of payment of any such instrument or chose in action as to other parties liable thereon, without incurring responsibility to, or discharging or otherwise affecting any liability of the Maker. The Maker hereby waives presentation, protest and notice of non-payment of any such negotiable instrument.

After any sale, collection or other disposition of any Collateral given under this Note, the Bank may deduct all costs and expenses of every kind incurred in the collection of this Note or in the collection, sale or delivery of any of the Collateral. Thereafter, the Bank may apply the residue of the proceeds of such Collateral to pay any obligations, or liabilities to the Bank, whether then due or not, making proper rebate for interest on obligations or liabilities not then due, and returning the excess, if any, to the Maker. The Maker agrees to be and remain liable to the Bank for any deficiency arising upon any sale, collection or disposition of Collateral.

The Maker hereby authorizes the Bank, at its option, at any time to set off and apply to the payment and extinguishment of any of the obligations or liabilities of the Maker to the Bank, whether now existing or hereafter contracted, and whether then due or not due, any and all monies now and hereafter in the possession of the Bank, or under its control, on deposit or otherwise, to the credit of or belonging to the Maker.

Waiver by the Bank of any event of default hereunder shall not constitute a waiver of any subsequent default.

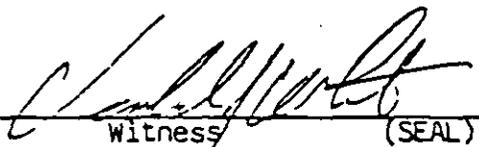
The Maker empowers any attorney of any court of record within the United States or elsewhere to appear for the Maker, with or without a declaration filed, and confess judgment or judgments against the Maker in favor of the Bank for the entire unpaid principal of this Note, all other sums paid on behalf of the Maker pursuant to the terms of this Note or the Mortgage, all arrearages of interest thereon, and any other amounts due the Bank pursuant to the terms hereof, together with costs of suit and an attorney's commission for collection of fifteen percent (15%) of the total indebtedness, or Three Hundred Fifty Dollars (\$350.00), whichever is the larger amount, on which judgment or judgments one or more executions may issue forthwith. The Maker hereby waives and releases all laws, now in force or hereafter enacted, relating to exemption, appraisalment or stay of execution.

This Note inures to the benefit of the Bank, its successors and assigns, and is binding upon the Maker, its heirs, executors, administrators, successors and assigns, as the case may be. The Bank may transfer this Note and may transfer any collateral given under this Note to any transferee, who shall thereupon become vested with all the powers and rights given to the Bank under this Note, and the Bank shall thereafter be forever relieved and fully discharged from any liability or responsibility arising under this Note. No delay on the part of any transferee in exercising any rights hereunder shall operate as a waiver of such rights.

Whenever used in this Note, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. If there is more than one Maker hereunder, all liability hereunder shall be joint and several.

IN WITNESS WHEREOF, the Maker has caused this Note to be executed under seal the day and year first above written.

Borrower: Shoreline Moving Systems, Inc.


Witness (SEAL)

BY:  (SEAL)
Cecelia Miller, President

3025 West 17th Street, Erie, PA 16505
Address of Borrower

jk/4174j

1. The Note. On March 1, 1988 for value received the Borrower, Jointly and severally, promises to
(Demand or Date)

pay to the order of THE FIRST NATIONAL BANK OF PENNSYLVANIA (the "Bank")

at any office, the sum of \$ 10,000.00 Ten Thousand Dollars & 00/100 Dollars, plus interest at the rate of n/a % per year or the Bank's prime rate of interest as it varies from time to time plus 1 % per year. The Bank's prime rate shall be the rate the Bank determines as its prime rate, based upon general money market conditions, and that the Bank announces publicly, from time to time, as its prime rate. The Bank reserves the right to make loans to other borrowers, at more or less than the Bank's prime rate, where, in its judgment, different credit factors warrant a different interest rate. This note may be prepaid at any time without penalty.

2. The Security. The Borrower does hereby give and grant to the Bank a security interest in any accounts or property of the Borrower in or which may come into the possession of the Bank at any time and in the following property:

Security Agreements dated 1/8/87, financing statements, Titles to 1982 Ford Tractor #LFDYX98WbCVA29867, 1984 Kentucky Trl. LKKVE4528ELO70253, 1985 Chevrolet Truck #2GBHG3LJoF413-2294, 1984 International Truck #LHTLDUXNOEHA22668, Agreement of Guaranty of Charles J. & Cecelia Miller & 191 Shares Ameritech Stock & 1034 Shares Potomac Electric Stock.

This property is given as collateral security for the payment of this note and any other note given in extension or renewal of it, as well as for the payment of any and all obligations or liabilities, direct or indirect of the Borrower or any of them, to the Bank which were, are or may become due whether now existing or hereafter arising or acquired by the Bank. The Borrower agrees to deliver to the Bank additional collateral or to make payments on this note to the satisfaction of the Bank if the market value of the collateral declines or materially changes in value in the sole opinion of the Bank.

3. Default Provisions.

(a) This note and all other obligations and liabilities, direct or contingent, of the Borrower and each of them, to the Bank, shall forthwith, at the option of the Bank, accelerate and become due and payable, without demand or notice upon the happening of any of the following events, to the Borrower or any endorser or guarantor of this Note: death, insolvency, bankruptcy, receivership; a material or significant decline in working capital, profits, sales or cash flow; a significant adverse change in the quality of management, method of doing business or financial reporting; or failure to pay any interest or principal when due, respond to correspondence or calls, answer pertinent questions about the financial activities that would affect the loan or to furnish additional satisfactory collateral when reasonably requested to do so.

(b) In the event of the happening of any of the facts set out above, the Bank is hereby given full power and authority to sell, assign and deliver, in a commercially reasonable way under the circumstances, the whole of the collateral.

(c) If the security for this note consists of negotiable instruments or any chose in action, or lien upon other property or any undivided interest therein, the Bank instead of selling, may manage, collect, foreclose or otherwise realize upon the same, with or without suit, and make such compromise as it may deem best with any or all parties in interest to the same extent as though it were for all purposes, the owner thereof, the Bank also may extend the time of payment of any such instrument or chose in action as to other parties liable thereon, without incurring responsibility to or discharging or otherwise affecting any liability of the Borrower. The Borrower hereby waives presentation, protest and notice of non-payment of any such negotiable instrument.

(d) In case of any sale, collection or other disposition of any of the collateral after deducting all costs and expenses of every kind for the collection of this note or the collection, sale or delivery of any of the property the Bank may apply the residue of the proceeds of the property after the sale to pay one or more or all of the obligations, or liabilities to it, whether then due or not, making proper rebate for interest on obligations or liabilities not then due, and returning the excess, if any, to the Borrower, who agrees to be and remain liable, jointly and severally to the Bank for any deficiency arising upon such sale or sales, collection or disposition.

(e) The Borrower hereby authorizes the Bank at its option, at any time to set off and apply to the payment and extinguishment of any of the obligations or liabilities hereinbefore referred to, whether now existing or hereafter contracted, and whether then due or not due, and any and all moneys now and hereafter in the possession of the Bank, or under its control, on deposit or otherwise, to the credit of or belonging to the Borrower.

(f) Waiver of any default shall not constitute waiver of any subsequent default.

4. Assignment. The Bank may transfer this note and may deliver the collateral security to the transferee, who shall thereupon become vested with all the powers and rights given to the Bank in respect thereto; and the Bank shall thereafter be forever relieved and fully discharged from any liability or responsibility in the matter. No delay on the part of the holder hereof, in exercising any rights hereunder, shall operate as a waiver of such rights.

5. Confession of Judgment. The Borrower, and each of them, does hereby irrevocably authorize and empower the Prothonotary or Clerk or any attorney of any court of record within the United States, or elsewhere, to appear for me or us at any time, whether or not there has been a default, and to confess judgment against me or us and in favor of the holder hereof for a sum equal to the face amount of this Note, with costs of suit, and with 15% or a reasonable amount under the circumstances added as attorney's collection fees. With respect to any judgment entered hereon, each of the Borrowers agree that any real or personal property may be sold under a Writ of Execution.

LINE OF CREDIT

3025 W. 17th St., Erie, PA 16505
Address

Address
FORM 4044 REV. 2 (10/86)

BORROWER Shoreline Moving Systems, Inc.

By Cecelia Miller (SEAL)
Cecelia Miller, Pres: (Borrower)

(SEAL)

(SEAL)

With Interest

1. The Note. On July 1988 for value received the borrower, jointly and severally, promises to

(Demand or Date)

pay to the order of THE FIRST NATIONAL BANK OF PENNSYLVANIA (the "Bank")

at any office, the sum of \$ 15,000.00 Fifteen Thousand Dollars Dollars, plus interest at the rate of n/a % per year or the Bank's prime rate of interest as it varies from time to time plus 1 % per year. The Bank's prime rate shall be the rate the Bank determines as its prime rate, based upon general money market conditions, and that the Bank announces publicly, from time to time, as its prime rate. The Bank reserves the right to make loans to other borrowers, at more or less than the Bank's prime rate, where, in its judgment, different credit factors warrant a different interest rate. This note may be prepaid at any time without penalty.

2. The Security. The Borrower does hereby give and grant to the Bank a security interest in any accounts or property of the Borrower in or which may come into the possession of the Bank at any time and in the following property:

Security Agreement and Financing Statements dated January 8, 1987 and Agreement of Guaranty of Cecelia and Charles J. Miller.

This property is given as collateral security for the payment of this note and any other note given in extension or renewal of it, as well as for the payment of any and all obligations or liabilities, direct or indirect of the Borrower or any of them, to the Bank which were, are or may become due whether now existing or hereafter arising or acquired by the Bank. The Borrower agrees to deliver to the Bank additional collateral or to make payments on this note to the satisfaction of the Bank if the market value of the collateral declines or materially changes in value in the sole opinion of the Bank.

3. Default Provisions.

(a) This note and all other obligations and liabilities, direct or contingent, of the Borrower and each of them, to the Bank, shall forthwith, at the option of the Bank, accelerate and become due and payable, without demand or notice upon the happening of any of the following events, to the Borrower or any endorser or guarantor of this Note: death, insolvency, bankruptcy, receivership; a material or significant decline in working capital, profits, sales or cash flow; a significant adverse change in the quality of management, method of doing business or financial reporting; or failure to pay any interest or principal when due, respond to correspondence or calls, answer pertinent questions about the financial activities that would affect the loan or to furnish additional satisfactory collateral when reasonably requested to do so.

(b) In the event of the happening of any of the facts set out above, the Bank is hereby given full power and authority to sell, assign and deliver, in a commercially reasonable way under the circumstances, the whole of the collateral.

(c) If the security for this note consists of negotiable instruments or any chose in action, or lien upon other property or any undivided interest therein, the Bank instead of selling, may manage, collect, foreclose or otherwise realize upon the same, with or without suit, and make such compromise as it may deem best with any or all parties in interest to the same extent as though it were for all purposes, the owner thereof, the Bank also may extend the time of payment of any such instrument or chose in action as to other parties liable thereon, without incurring responsibility to or discharging or otherwise affecting any liability of the Borrower. The Borrower hereby waives presentation, protest and notice of non-payment of any such negotiable instrument.

(d) In case of any sale, collection or other disposition of any of the collateral after deducting all costs and expenses of every kind for the collection of this note or the collection, sale or delivery of any of the property the Bank may apply the residue of the proceeds of the property after the sale to pay one or more or all of the obligations, or liabilities to it, whether then due or not, making proper rebate for interest on obligations or liabilities not then due, and returning the excess, if any, to the Borrower, who agrees to be and remain liable, jointly and severally to the Bank for any deficiency arising upon such sale or sales, collection or disposition.

(e) The Borrower hereby authorizes the Bank at its option, at any time to set off and apply to the payment and extinguishment of any of the obligations or liabilities hereinbefore referred to, whether now existing or hereafter contracted, and whether then due or not due, and any and all moneys now and hereafter in the possession of the Bank, or under its control, on deposit or otherwise, to the credit of or belonging to the Borrower.

(f) Waiver of any default shall not constitute waiver of any subsequent default.

4. Assignment. The Bank may transfer this note and may deliver the collateral security to the transferee, who shall thereupon become vested with all the powers and rights given to the Bank in respect thereto; and the Bank shall thereafter be relieved and fully discharged from any liability or responsibility in the matter. No delay on the part of the holder hereof, in exercising any rights hereunder, shall operate as a waiver of such rights.

5. Confession of Judgment. The Borrower, and each of them, does hereby irrevocably authorize and empower the Prothonotary or Clerk or any attorney of any court of record within the United States, or elsewhere, to appear for me or us at any time, whether or not there has been a default, and to confess judgment against me or us and in favor of the holder hereof for a sum equal to the face amount of this Note, with costs of suit, and with 15% or a reasonable amount under the circumstances added as attorney's collection fees. With respect to any judgment entered hereon, each of the Borrowers agree that any real or personal property may be sold under a Writ of Execution.

BORROWER Shoreline Moving Systems, Inc.

By Cecelia Miller (SEAL) Cecelia Miller, pres. (Borrower)

3011 W. 17th St., Erie, PA 16505 Address

Address

SECURITY AGREEMENT

Intending to be legally bound hereby, the Debtor gives and grants to the Secured Party a security interest in the following collateral (the Collateral):

- (a) all goods, including inventory wherever located;
- (b) equipment;
- (c) chattel paper;
- (d) documents;
- (e) instruments;
- (f) accounts;
- (g) general intangibles, including licenses and claims; and
- (h) fixtures.

The Collateral shall include, but shall not be limited to the following: All existing furnishings as of the end of the actual closing date for the following personal property: All warehouse equipment (i.e. pallet pads, pallets, plastic covers, pallet jacks, couch racks, and storage vaults). All office furniture (i.e. desks, chairs, files, bookcases and tables). All office equipment (i.e. typewriter, calculators, office supplies, Mayflower forms and Mayflower literature). (CONTIN ON ATTACHED)

All after-acquired Collateral of the same classes, including proceeds and insurance received with respect to the Collateral shall be included in the term "Collateral".

The Debtor hereby gives and grants to the Secured Party a security interest in the Collateral to secure the performance and payment of the loan to the Debtor made on the day this Security Agreement is executed, all past debts still outstanding, all future advances and all other obligations of the Debtor to the Secured Party. In addition, the Debtor agrees to pay and hereby gives and grants to the Secured Party a security interest in the Collateral to secure payment of all other expenses by the Secured Party for taxes, insurance, repairs to and maintenance of the Collateral and all attorneys' fees, collection costs and expenses incurred by the Secured Party in enforcing the obligations of the Debtor to the Secured Party which now exist or which may hereafter be incurred, whether they are due or not yet due, direct or contingent, and which shall include any renewals, extensions or substitutions of the obligations.

REPRESENTATIONS AND COVENANTS OF THE DEBTOR

The Debtor hereby represents and covenants now and after the closing of this Security Agreement, that:

1. It owns fee simple title to the Collateral free of all liens, security interests, encumbrances, or claims. In addition, it will, at its own expense, defend any action which may effect the Debtor's title to the collateral.
2. The Debtor will promptly pay the Secured Party, and the Debtor's obligation to pay shall be part of the obligation secured by the Collateral, all of the following:
 - (a) Any and all sums, fees, costs, expenses and charges which the secured party may pay or incur pursuant to any provision of this Security Agreement, or in defending, protecting, preserving or enforcing its security interest in the Collateral or in enforcing payment of the obligations secured by this Security Agreement including, but not limited to, the cost of searches, filings, recordings, taxes, attorneys' fees and other legal expenses and all fees and expenses for the service of filing papers, paying premiums on bonds, fees to marshals, sheriffs, custodians, auctioneers, warehousemen and others, travel expenses, court costs and collection charges and all expenses of retaking, holding, preparing for sale or lease, selling, leasing, or otherwise; and
 - (b) All interest provided in any note evidencing an obligation secured by this Security Agreement.
3. At the request of the Secured Party, the Debtor will execute any necessary financing statements or other instruments in the form satisfactory to the Secured Party.
4. The Debtor will keep the collateral in good order and repair and shall keep it separate and identifiable at the address specified below. The Debtor will not remove the collateral from that location except in the normal course of business without the written consent of the Secured Party.
5. If the Collateral is of the type normally used in more than one state, and the Debtor has more than one place of business, the Debtor represents that the chief executive office is _____ County, _____. Further, the Debtor agrees to immediately notify the Secured Party in writing of any change in the Debtor's chief executive office.
6. If Certificates of Titles are issued with respect to the Collateral, then the Debtor will cause the interest of the secured party to be properly noted on the Certificate of Title.
7. The Debtor will not sell, contract to sell, lease, encumber or otherwise dispose of the Collateral or any interest in the Collateral without the consent of the Secured Party until all obligations which this Security Agreement secures have been fully satisfied. In the event the Debtor breaches this particular covenant, then the rent, cash or any note received for such Collateral shall be included in the Collateral given to the Secured Party in this Agreement.
8. The Debtor shall insure the Collateral with insurers acceptable to the Secured Party against all casualties normally insured against by similar businesses. The insurance shall be for the benefit of the Debtor and the Secured Party as their interests may appear. The Debtor hereby authorizes the Secured Party to collect from the insurer any amount that may become due under the insurance policies and authorizes the Secured Party to apply the insurance proceeds to any obligation secured by this Security Agreement.
9. At the Secured Party's request, the Debtor will promptly furnish a balance sheet as of the last day of each month and a statement of revenue, expenses and income for each month. The Debtor will also furnish any additional financial information requested by the Secured Party and will permit the Secured Party to inspect the Debtor's books and records, including using the Debtor's hardware and software to produce business records kept in computers. If requested, the Debtor will furnish and acknowledge statements of the items and the value of the Collateral and the amount owed to the Secured Party as of the day requested by the Secured Party.
10. This is a purchase money security interest.
11. There is a contemporaneous exchange of consideration at the time this security interest is given.
12. The guarantors of any obligation secured by this Security Agreement are solvent.
13. The guarantors of any obligation secured by this Security Agreement are receiving value for having given their guaranty.
14. There is no construction mortgage in contemplation or in effect which would include any fixtures included in the Collateral.
15. The Debtor will notify the Secured Party if it makes any of the following changes:
 - (a) its name;
 - (b) its address;
 - (c) the nature of its business entity; and
 - (d) it opens a new business location.

RIGHTS OF THE SECURED PARTY

The Secured Party shall have the following rights:

1. The Collateral has a value of approximately \$ _____ which is approximately _____% of the obligation secured by this Security Agreement at the time it is executed. The Debtor acknowledges that it will be difficult and expensive to liquidate the Collateral in the event of a default. Therefore, a margin of at least _____% was bargained for by the Secured Party and is the basis of the Secured Party entering this Security Agreement. If, in the judgment of the Secured Party, the Collateral decreases in value to less than _____% of the obligation secured by this Security Agreement at the time the Secured Party exercises its judgment, the Debtor shall either provide additional Collateral or reduce the total indebtedness by an amount sufficient to restore the Collateral to a value of at least _____% of the obligation secured.
2. The Secured Party may notify any account Debtor to pay the Secured Party before a default on any obligation occurs. In the event the Secured Party gives such notice, the Debtor hereby names the Secured Party its attorney-in-fact to open its post office box, remove the contents and endorse the Debtor's name to any chattel, paper, document or instrument necessary in order to obtain the benefits of such writings.
3. The Secured Party may charge back to the debt any accounts not collected.
4. The Secured Party shall not have a duty to make advances pursuant to any commitment to the Debtor if the Debtor is insolvent.
5. If any stock of the Debtor is included in the Collateral, the Secured Party may not vote the stock except after it gives the Debtor written notice of default and of its intention to vote the stock.
6. The Secured Party may file a copy of the financing statement.

EVENTS OF DEFAULT

The following facts shall constitute an Event of Default:

1. The Debtor fails to pay when due any amount payable on any obligation due to the Secured Party;
2. The Debtor fails to perform any duty set forth in this Security Agreement;
3. There is a substantial change in the Debtor's corporate structure;
4. The value of the Collateral declines below the percentage of the obligation stated in Paragraph 1 of the Rights of the Secured Party;
5. The Debtor sells a major portion of its business or assets;
6. The Debtor changes the nature of its business; or
7. If the gross dollar amount of the Debtor's sales declines more than 25% per year.

The Debtor specifically agrees that if an Event of Default occurs, but the Secured Party does not exercise its remedies under this Security Agreement, that fact shall not constitute a waiver of any right to declare default at any time in the future by the Secured Party.

REMEDIES

If an Event of Default occurs, the Secured Party may immediately do the following:

1. It may declare all obligations secured by this Security Agreement immediately due and payable and may proceed to enforce payment of the obligations and exercise any and all rights it has under the Pennsylvania Uniform Commercial Code, and any other law, custom or agreement between the Debtor and the Secured Party.
2. It may remove the collateral from the Debtor's place of business and it may require the Debtor to assemble the Collateral and make it available at the place designated by the Secured Party. In order to enable the Secured Party to conduct the sale on the premises, the Debtor hereby gives to the Secured Party the right to enter the premises and conduct the sale of the Collateral on the premises.
3. If the Collateral is perishable or threatens to decline in value rapidly, or is of the type generally sold on a recognized market, the Secured Party may sell the Collateral immediately and without notice. Otherwise, the Secured Party shall give the Debtor reasonable notice of the time and place of any sales, which may be public or private, by sending the written notice to the Debtor's address listed below.

IN WITNESS to this Security Agreement, we fix our signatures and seals on January 8, 19 87

Shoreline Moving Systems, Inc. Debtor
3025 W. 17th St. Address
Erie, PA

Attest:

Cecelia Miller
 Secretary

By Cecelia Miller, Pres.
 Cecelia Miller, Pres.
 THE FIRST NATIONAL BANK OF
 PENNSYLVANIA,
 Secured Party

By Ellen L. Messinger

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ERIE

)
) ss:
)

Before me, a Notary Public in and for said State and County, personally appeared Cecelia Miller who, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Cynthia A. Syvix, Notary Public
 Erie, Erie County, Pennsylvania
 My Commission Expires Dec. 31, 1989

Cynthia A. Syvix
 Notary Public

EXHIBIT A

//
ALL THE FOLLOWING PROPERTY SITUATED AT 3025 West 17th Street, Erie Pennsylvania:

1982 Ford Tandem Tractor, Unit #322-99, Serial #1FDYX98WOCVA29867

1984 Kentucky 45-foot trailer, Unit #34, Serial #1KKVE4528ELO70253

1985 Chevrolet 14-foot diesel truck, Unit #30-103, Serial #2GBHG31JOF4132294

1984 International 26-foot Deisel Truck; Unit #322-95, Serial #1HTLDUXNOEHA 22668

All existing furnishings as of the end of the actual closing date for the following personal property:

All warehouse equipment (i.e. pallet pads, pallets, plastic covers, pallet jacks, couch racks, and storage vaults).

All office furniture (i.e. desks, chairs, files, bookcases and tables).

All office equipment (i.e. typewriter, calculators, office supplies, Mayflower forms and Mayflower literature).

All van equipment (i.e. pads, dollies, 4-wheelers, straps, walk boards, rubberbands, Johnson bar, and car ramps).

All packing material.

All remaining fixtures.

IN ADDITION TO THE ABOVE PERSONALTY, ALL OF ALL-AMERICAN MOVING SYSTEMS RIGHT AND INTEREST IN THE FOLLOWING CONCERNING ITS ERIE TERMINAL AT 3025 WEST 17th STREET, ERIE, PENNSYLVANIA:

Pennsylvania Public Utility Commission Household Goods Authority No. A87492, which does not include the freight authority thereunder.

Existing rights to Mayflower Agency in Erie, Pennsylvania.

Existing phone service and lease for the same, subject to Purchaser maintaining all required payments thereon through its existing termination date.

Office copier and lease for the same, subject to Purchaser maintaining all required lease and service contract payments for the same through its existing termination date.

All existing advertising in the name of All-American Moving Systems, Inc. for its Erie operations, subject to Purchaser maintaining all regular installment payments for the same until its existing termination date.

Goodwill for Seller's existing Erie business.

NOTE: The All-American Moving Systems name must be removed from all the above items within ten days of the actual closing date.

All van equipment (i.e. ds, dollies, 4-wheelers, straps, walk boards, rubberbands, Johnson bar, and car ramps). All packing material. All remaining fixtures.

Uniform Commercial Code—FINANCING STATEMENT—Form UCC-1

IMPORTANT - Read instructions on back before filling out form.

PA UCC-

This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

3. The Debtor is a transmitting utility

1. Debtor(s) (Last Name First) and Address(es):

2. Secured Party(ies) Name(s) and Address(es):

4. For Filing Office: Date, Time, No. Filing Office

Shoreline Moving Systems, Inc.
3011 W. 17th Street
Erie, PA 16505

The First National Bank of Pennsylvania
717 State Street
Erie, PA 16501
Attn: Credit Department

JAN 15 11 29 PM '87
43-257-7
CLERK OF RECORDS

5. This Financing Statement covers the following types (or items) of property:

All goods including inventory and equipment, chattel paper, documents, instruments, accounts, general intangibles including licenses and claims, fixtures, all after-acquired collateral of the same class including proceeds and insurance received with respect to the collateral. NOTICE: It is the intention of the debtor to give the secured party a security interest in all of its personal property.

6. Debtor(s) and Secured Party(ies) Address(es):

8. Describe Real Estate Here.

This statement is to be indexed in the Real Estate Records:

7. The described crops are growing or to be grown on:
 The described goods are or are to be affixed to:
 The timber to be cut or minerals or the like (including oil and gas) is on:
*(Describe Real Estate in Item 8)

9. Name of a Record Owner

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):
 which is proceeds of the original Collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the Debtor, or
 as to which the filing has lapsed, or
 already subject to a security interest in another jurisdiction:
 when the Collateral was brought into this State, or when the Debtor's location was changed to this State.

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:
 Consignee(s) and Consignor(s), or
 Lessee(s) and Lessor(s).

Shoreline Moving Systems, Inc.

The First National Bank of Pennsylvania

By Cecelia Miller Price
Signature(s) of Debtor(s)

By Ellen X Murray
Signature(s) of Secured Party(ies)

(2) FILING OFFICE COPY - ACKNOWLEDGMENT

(Required only if Item 10 is checked.)

(5-83)

STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

1. Debtor (Last Name First) and Address(es):
Shoreline Moving Systems, Inc.
 3011 W. 17th Street
 Erie, PA

2. Secured Party(ies) Name(s) and Address(es):
The First National Bank of Pennsylvania
 717 State Street
 Erie, PA 16501
 Attn: Credit Department

4. For Filing Officer: Date, Time, No. Filing Office
 74920663
 07 JAN 16 A 9:21

5. This Financing Statement covers the following types (or items) of property:
 All goods including inventory and equipment, chattel paper, documents, instruments, accounts, general intangibles including licenses and claims, fixtures, all after-acquired collateral of the same class including proceeds and insurance received with respect to the collateral. **NOTICE: It is the intention of the debtor to give the secured party a security**

6. Debtor(s) of Secured Party and Address(es):
 7. The described crops are growing or to be grown on:
 The described goods are or are to be affixed to:
 The lumber to be cut or minerals or the like (including oil and gas) is on:
 *(Describe Real Estate in Item 8.)

Products of the collateral or proceeds of its personal property.

8. Describe Real Estate Here: This statement is to be indexed in the Real Estate Records.

9. Name of a Record Owner

No. & Street Town or City County Section Block Lot

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):
 which is proceeds of the original Collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the Debtor, or
 as to which the filing has lapsed, or already subject to a security interest in another jurisdiction:
 when the Collateral was brought into this State, or when the Debtor's location was changed to this State.

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:
 Consignee(s) and Consignor(s), or
 Lessee(s) and Lessor(s).

Shoreline Moving Systems, Inc. **The First National Bank of Pennsylvania**

By Cecilia Miller (Dres) Signature(s) of Debtor(s) By Ellen L. Murray Signature(s) of Secured Party(ies)
 (Required only if Item 10 is checked.)

(2) FILING OFFICE COPY - ACKNOWLEDGEMENT (5-83) STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

By Cecilia Miller (Dres) Signature(s) of Debtor(s) By Ellen L. Murray Signature(s) of Secured Party(ies)
 (Required only if Item 10 is checked.)

(2) FILING OFFICE COPY - ACKNOWLEDGEMENT (5-83) STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania



HYPOTHECATION AGREEMENT

January 8 1987

The undersigned have endorsed and delivered unto

Shoreline Moving Systems, Inc.

(hereinafter called "Borrower"), and hereby authorize said Borrower to pledge as collateral security for the payment of any and all loans now or hereafter made by The First National Bank of Pennsylvania (hereinafter called "Bank") to the Borrower and for any and all renewals or extensions thereof, and for the payment of any direct or indirect liability of the borrower, due or to become due, or that may hereafter be contracted, and for the payment of any note or notes now or hereafter given by said Borrower to said Bank, and upon the terms stated therein, the following securities belonging to me/us and which I/we am/are the owner/owners of record, namely:

191 shares Ameritech Stock

1035 shares Potomac Electric Stock

Also any securities of mine/ours of which I/we am/are the owner/owners of record, which the Borrower may hereafter deposit with said Bank for the purpose aforesaid; and I/we do hereby give said Bank the same powers with respect to said securities as is contained in any note or notes given to said Bank, as aforesaid by said Borrower, or any renewals or extensions thereof and without demand or notice, hereby authorizing said Bank to deal with said securities in the same way and with the same force and effect as if said securities pledged by said Borrower as collateral security therefore had belonged to said Borrower.

I/we also authorize said Bank to deliver to said Borrower the said securities, or any part thereof, whenever said Bank may wish, and the Borrower's receipt shall be a sufficient acquittance therefore, meaning and intending to authorize said Borrower to act with said securities as if the Borrower were the absolute owner thereof.

Mrs. Mary E. Miller (SEAL)
Mrs. Mary E. Miller (SEAL)

Wrecked

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF TRANSPORTATION
CERTIFICATE OF TITLE FOR A VEHICLE 8,299

issued in accordance with Section 1105 of the Vehicle Code, Title 75, Pennsylvania Consolidated Statutes
870760010000327-001

SHORELINE MOVING
SYSTEMS INC
3025 W 17TH ST
ERIE PA 16505

CODE LEGEND	
A	ANTIQUE VEHICLE
C	CLASSIC VEHICLE
F	OUT OF STATE VEHICLE
H	AGRICULTURAL VEHICLE
L	LOGGING VEHICLE
P	FORMERLY A POLICE VEHICLE
R	RECONSTRUCTED VEHICLE
X	FORMERLY A TAXI

39171768001 SM	0	82	FORD	TT	OH
TITLE NUMBER	DUPL	YEAR	MAKE OF VEHICLE	TYPE	SEAT CAP STATE OF ORIGIN
1FDYX98WQCVA29867			65,000		65,000
VEHICLE IDENTIFICATION NUMBER			MAX. GROSS VEHICLE WEIGHT		MAX. GROSS COMB. WEIGHT
33,800	3/19/87	3/19/87	157271	F	
UNLADEN WEIGHT	DATE ISSUED	DATE PA TITLED	ODOMETER AT PURCHASE	CODES	

The vehicle described hereon is subject to the following liens:

FIRST LIEN FAVOR OF:

THE FIRST NATL BANK OF PA
717 STATE ST
ERIE PA 16501

LIEN RELEASED _____ DATE _____

LIEN NUMBER _____

BY _____ AUTHORIZED REPRESENTATIVE

SECOND LIEN FAVOR OF:

ALL AMERICAN MOVING SYSTEMS INC
58 HUBBARD RD
YOUNGSVILLE OH 44505

LIEN RELEASED _____ DATE _____

LIEN NUMBER _____

BY _____ AUTHORIZED REPRESENTATIVE

I certify that reasonable diligence has been used in examining the statements presented in the application for Certificate of Title to the vehicle described hereon, and that the proof of ownership of said vehicle presented with said application warrants the issuance of this certificate naming the applicant as lawful owner of said vehicle. Wherefore, I certify that as of the date inscribed hereon, the official records of the Pennsylvania Department of Transportation reflect that said applicant is the lawful owner of said vehicle.

Edward J. ...

Secretary of Transportation

51917579

KEEP IN A SAFE PLACE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF TRANSPORTATION
CERTIFICATE OF TITLE FOR A VEHICLE 5, 552

issued in accordance with Section 1105 of the Vehicle Code, Title 75, Pennsylvania Consolidated Statutes

870230013003070-001

SHORELINE MOVING
 SYSTEMS INC
 3025 W 17TH ST
 ERIE PA 16505

CODE LEGEND	
A	ANTIQUE VEHICLE
C	CLASSIC VEHICLE
F	OUT OF STATE VEHICLE
H	AGRICULTURAL VEHICLE
L	LOGGING VEHICLE
P	FORMERLY A POLICE VEHICLE
R	RECONSTRUCTED VEHICLE
X	FORMERLY A TAXI

38559462602 SH	0	84	KENTUCKY	TRL		
TITLE NUMBER	DUPL	YEAR	MAKE OF VEHICLE	TYPE	SEAT CAP	STATE OF ORIGIN
1KKVE4528EL070253			65,000			
VEHICLE IDENTIFICATION NUMBER			MAX GROSS VEHICLE WEIGHT			MAX GROSS COMB WEIGHT
	2/23/87	7/29/86				
UNLADEN WEIGHT	DATE ISSUED	DATE PA TITLED	ODOMETER AT PURCHASE			CODES

The vehicle described hereon is subject to the following liens:

FIRST LIEN FAVOR OF:

THE FIRST NATL BANK OF PA
 717 STATE ST
 ERIE PA 16501

LIEN RELEASED _____ DATE _____

LIEN HOLDER _____

BY _____ AUTHORIZED REPRESENTATIVE

SECOND LIEN FAVOR OF:

ALL-AMERICAN MOVING SYSTEMS INC
 58 HUBBARD ROAD
 YOUNGSTOWN OH 44505

LIEN RELEASED _____ DATE _____

LIEN HOLDER _____

BY _____ AUTHORIZED REPRESENTATIVE

I certify that reasonable diligence has been used in examining the statements presented in the application for Certificate of Title to the vehicle described hereon, and that the proof of ownership of said vehicle presented with said application warrants the issuance of this certificate naming the applicant as lawful owner of said vehicle. Wherefore, I certify that as of the date inscribed hereon, the official records of the Pennsylvania Department of Transportation reflect that said applicant is the lawful owner of said vehicle.

Howard J. ...

HOWARD J. ...

Secretary of Transportation

KEEP IN A SAFE PLACE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF TRANSPORTATION
CERTIFICATE OF TITLE FOR A VEHICLE 5, 530

issued in accordance with Section 1105 of the Vehicle Code, Title 75, Pennsylvania Consolidated Statutes

670230013003082-001

SHORELINE MOVING
SYSTEMS INC
3025 W 17TH ST
ERIE PA 16505

CODE LEGEND	
A	ANTIQUE VEHICLE
C	CLASSIC VEHICLE
F	OUT OF STATE VEHICLE
H	AGRICULTURAL VEHICLE
L	LOGGING VEHICLE
P	FORMERLY A POLICE VEHICLE
R	RECONSTRUCTED VEHICLE
X	FORMERLY A TAXI

38414168002 SH	0	84	INTERNATIONAL	TK		
TITLE NUMBER	DUPL	YEAR	MAKE OF VEHICLE	TYPE	SEAT CAP	STATE OF ORIGIN
1HTLDUXNDEHA22668			30,000			
VEHICLE IDENTIFICATION NUMBER			MAX. GROSS VEHICLE WEIGHT	MAX. GROSS COMB. WEIGHT		
	2/23/87	6/18/86	152744			
UNLADEN WEIGHT	DATE ISSUED	DATE PA TITLED	ODOMETER AT PURCHASE	CODES		

The vehicle described hereon is subject to the following liens:

FIRST LIEN FAVOR OF:
FIRST NATL BANK OF PA
717 STATE ST
ERIE PA 16501

LIEN RELEASED _____ DATE _____
LIEN THRU _____
BY _____ AUTHORIZED REPRESENTATIVE

SECOND LIEN FAVOR OF:
ALL AMERICAN MOVING SYSTEMS INC
58 HUBBARD ROAD
YOUNGSTOWN OH 44505

LIEN RELEASED _____ DATE _____
LIEN THRU _____
BY _____ AUTHORIZED REPRESENTATIVE

I certify that reasonable diligence has been used in examining the statements presented in the application for Certificate of Title to the vehicle described hereon, and that the proof of ownership of said vehicle presented with said application warrants the issuance of this certificate naming the applicant as lawful owner of said vehicle. Wherefore, I certify that as of the date inscribed hereon, the official records of the Pennsylvania Department of Transportation reflect that said applicant is the lawful owner of said vehicle.

Edward J. ...
EDWARD J. ...
Secretary of Transportation

KEEP IN A SAFE PLACE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF TRANSPORTATION
CERTIFICATE OF TITLE FOR A VEHICLE 7, 925

issued in accordance with Section 1105 of the Vehicle Code, Title 75, Pennsylvania Consolidated Statutes

670400021003012-001

SHORELINE MOVING
 SYSTEMS INC
 3025 WEST 17TH ST
 ERIE PA 16505

CODE LEGEND	
A	ANTIQUE VEHICLE
C	CLASSIC VEHICLE
F	OUT OF STATE VEHICLE
H	AGRICULTURAL VEHICLE
L	LOGGING VEHICLE
P	FORMERLY A POLICE VEHICLE
R	RECONSTRUCTED VEHICLE
X	FORMERLY A TAXI

39207922101-SM	0	85	CHEVROLET	TK		
TITLE NUMBER	DUPL	YEAR	MAKE OF VEHICLE	TYPE	SEAT CAP	STATE OF ORIGIN
268M631J0F4132294			11,000			
VEHICLE IDENTIFICATION NUMBER			MAX. GROSS VEHICLE WEIGHT			MAX. GROSS COMB. WEIGHT
7,460	3/09/87	3/09/87	69516			
UNLOADED WEIGHT	DATE ISSUED	DATE PA TITLED	ODOMETER AT PURCHASE			CODES

The vehicle described herein is subject to the following liens:

FIRST LIEN FAVOR OF:

THE FIRST NATL BANK OF PA
 717 STATE ST
 ERIE PA 16501

LIEN RELEASED

DATE

LIEN HOLDER

BY

AUTHORIZED REPRESENTATIVE

SECOND LIEN FAVOR OF:

LIEN RELEASED

DATE

LIEN HOLDER

BY

AUTHORIZED REPRESENTATIVE

I certify that reasonable diligence has been used in examining the statements presented in the application for Certificate of Title to the vehicle described herein, and that the proof of ownership of said vehicle presented with said application warrants the issuance of this certificate naming the applicant as lawful owner of said vehicle. Wherefore, I certify that as of the date inscribed herein, the official records of the Pennsylvania Department of Transportation reflect that said applicant is the lawful owner of said vehicle.

Howard Yercus

HOWARD YERCUS

Secretary of Transportation

KEEP IN SAFE PLACE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

5111552A

6

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

IN RE:)	
)	
SHORELINE MOVING SYSTEMS, INC.,)	Chapter 11 Case No. 89-00478E
)	
Debtor)	Motion No. 89-1135E

MOTION FOR RELIEF FROM STAY AND/OR ADEQUATE PROTECTION

AND NOW, this 27th day of Sept., 1989, comes The First National Bank of Pennsylvania ("FNB"), by and through its counsel, Knox McLaughlin Gornall & Sennett, P.C., with this Motion for Relief from Stay and/or Adequate Protection, as follows:

1. The Bankruptcy Court has jurisdiction over this motion under 28 U.S.C. §1334, 28 U.S.C. §157(a) and order of reference effective as of October 16, 1984. This motion presents a core proceeding under 28 U.S.C. §157(b)(2)(G), and is filed pursuant to 11 U.S.C. §362 and Bankruptcy Rules 4001 and 9014.

2. FNB is a banking association incorporated under the Acts of Congress of the United States of America, having a principal place of business at 717 State Street, Erie, Pennsylvania 16501.

3. The debtor, Shoreline Moving Systems, Inc. ("Shoreline"), is a corporation with a place of business at 3025 West 17th Street, Erie, Pennsylvania 16505.

(upon court of order)

12/29/89 - The FNB is hereby granted relief from stay as requested in Count I and Count II of the above Motion.

W. Warren E. Bentley

APPLICATION OF
SOUTH HILLS MOVERS, INC.

SUPPLEMENT TO PARAGRAPH 9

COMMON CONTROL

All of the issued and outstanding stock of Transferee is held by SHM Holdings, Ltd., a Delaware corporation. There is set forth in Appendix 12-9 of the application the corporate data concerning the Transferee, including the names and addresses of its officers and directors.

Robert E. Lee and Gary N. Lee each own 50% of the issued and outstanding common stock of SHM Holdings, Ltd. The latter company owns all of the issued and outstanding stock of Leelease, Inc. which holds operating authority from this Commission at Docket No. A-00107868.

Thus, SHM Holdings, Ltd. controls through ownership of all of the issued and outstanding stock, South Hills Movers, Inc. and Leelease, Inc. ("the controlled companies"). Robert Lee is the President, Robert E. Lee and Gary N. Lee are the Vice Presidents, and Robert V. Stabile is the Secretary-Treasurer of the controlled companies. These four individuals constitute the Board of Directors of the controlled companies.

APPENDIX 12-1

AGREEMENT

BETWEEN

JAMES K. MCNAMARA, TRUSTEE
FOR THE ESTATE OF
SHORELINE MOVING SYSTEMS, INC., DEBTOR (SELLER),

SOUTH HILLS MOVERS, INC. (BUYER),

AND

THE FIRST NATIONAL BANK OF PENNSYLVANIA (FNB)

DATED

MARCH 15, 1991

Lawrence C. Bolla, Esq.
QUINN, GENT, BUSECK &
LEEMHUIS, INC.
2222 West Grandview Blvd.
Erie, PA 16506-4508
Attorney for SELLER

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

Guv C. Fustine, Esq.
KNOX MCLAUGHLIN GORNALL & SENNETT, P.C.
120 West Tenth Street
Erie, PA 16501-1461
Attorney for FNB

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<u>APPENDIX A</u> - Shoreline Moving Systems, Inc. PUC Operating Rights.....	

AGREEMENT

THIS AGREEMENT is made this 15th day of March, 1991 between JAMES K. MCNAMARA, Trustee for the Estate of Shoreline Moving Systems, Inc., Debtor (SELLER), an individual having an office at 2222 West Grandview Boulevard, Erie, PA 16506-4508, SOUTH HILLS MOVERS, INC. (BUYER), a Pennsylvania corporation having its principal office at 3132 Industrial Boulevard, Bethel Park, PA 15102, and THE FIRST NATIONAL BANK OF PENNSYLVANIA (FNB), a banking association, having an office at 717 State Street, Erie, PA 16501.

I. PREMISES

A. Shoreline Moving Systems, Inc. (Shoreline), a Pennsylvania corporation, formerly operated as a motor common carrier of property and holds a certificate of public convenience and necessity issued by the Pennsylvania Public Utility Commission (PUC) at Docket No. A-00107274 (herein called "the operating rights").

B. SELLER is the Trustee in Bankruptcy for the Estate of Shoreline in connection with the bankruptcy proceeding pending in the United States Bankruptcy Court for the Western District of Pennsylvania, captioned In Re: Shoreline Moving Systems, Inc., Debtor, Chapter 11 Case No. 89-00478E.

C. BUYER is a motor common carrier of property which holds a certificate of public convenience issued by the PUC at Docket No. A-00109506.

D. FNB is a banking association incorporated under the Acts of Congress of the United States of America which holds a security interest in the operating rights and has been granted relief from automatic stay by the Bankruptcy Court in order to proceed with the sale of the operating rights.

E. The parties have agreed to the sale and transfer of the operating rights pursuant to the terms and conditions of this agreement.

F. This transaction will require the prior approval of the PUC. BUYER and SELLER will file and will 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 permanent application").

G. In view of the fact that Shoreline has terminated operations and BUYER desires to be in a position to begin operating under the operating rights as soon as possible in order to continue to perform adequate and continuous service to the public, the parties have made provision in this agreement for the temporary use by BUYER of the operating rights, pending PUC action on the permanent application.

Accordingly, BUYER at its option shall have the right to file with the PUC applications for emergency temporary authority and regular temporary authority for BUYER to operate the PUC rights of Shoreline which are the subject of this agreement, pending action by the PUC on the permanent application (herein called "the temporary applications").

II. TERMS AND CONDITIONS

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

1. Purchase Agreement. SELLER will transfer to BUYER and BUYER will buy, free and clear of all liens, encumbrances, security interests and other claims, including a security interest in the operating rights held by the First National Bank of Pennsylvania (FNB), all of the Pennsylvania intrastate operating rights owned by Shoreline at its certificate of public convenience issued by the PUC at Application Docket No. A-00107274, a copy of which is attached hereto as Appendix A (herein called "the operating rights").

2. Price and Payment. BUYER will pay to FNB for the operating rights the total sum of Five Thousand (\$5,000) Dollars, to be paid as follows:

2.1 Five Hundred (\$500.00) Dollars (herein called "the escrow fund"), which has been deposited in escrow and will be held and disposed of in accordance with the provisions of paragraph 3; and

2.2 The balance of consideration of Four Thousand Five Hundred (\$4,500) Dollars in cash or by certified or cashier's check on the final closing date as defined herein.

3. Escrow Fund.

3.1 Escrow Agent. The escrow fund provided for under paragraph 2 has been deposited in escrow with the law firm of

Knox McLaughlin Gornall & Sennett, P.C., the attorneys for FNB, of Erie, PA (herein called "the escrow agent").

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

3.2 Disposition of Escrow Fund.

(a) Upon consummation of the transaction pursuant to the terms of this agreement, on the closing date the escrow fund shall be delivered by the escrow agent to FNB.

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

(c) In the event the permanent application is approved by the PUC and any party refuses to consummate the transaction, the escrow fund shall be disposed of in accordance with the provisions of subparagraph 3.3.

3.3 Refusal to Consummate. In the event of the approval of the permanent application by the PUC and in the absence of termination or nullification in accordance with the terms of this agreement:

(a) By BUYER. If BUYER refuses to consummate the transaction in accordance with the terms of this agreement, the escrow fund, at the option of FNB, which option shall be

exercised by FNB giving the escrow agent written notice thereof within thirty (30) days after the latest date for consummation of the transaction in accordance with the terms hereof, shall be retained by FNB as liquidated damages. In such event this agreement shall forthwith terminate and the parties shall have no further rights or responsibilities hereunder.

In the alternative, if the aforesaid option is not exercised by FNB, FNB shall have the right to exercise any other rights which it may have under this agreement. If this remedy is exercised by FNB, BUYER will reimburse FNB for all reasonable attorneys' fees incurred by FNB in pursuance of its rights hereunder. In such event, the escrow agent shall continue to hold the escrow fund pending final resolution of the dispute between the parties.

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

In the alternative, if the aforesaid option is not exercised by BUYER, BUYER shall have the right to exercise against

SELLER or FNB, as applicable, all rights which BUYER may have under this agreement, including the right of specific performance in recognition of the nature of the operating rights involved. If this alternative remedy is exercised by BUYER, SELLER or FNB, as applicable, shall reimburse BUYER for all reasonable attorneys' fees incurred by BUYER in pursuance of its rights hereunder. In such event, the escrow agent shall continue to hold the escrow fund pending final resolution of the dispute between the parties.

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

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

Accordingly, within twenty (20) days after the execution of this agreement, the following actions will be taken:

4.1 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; and

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

BUYER shall prepare all necessary applications at its costs and shall pay all filing fees in connection with the filing of the applications.

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

BUYER, SELLER and FNB and their respective counsel 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.

Each party shall bear the expenses of its legal counsel.

5. Warranties as to Operating Rights. SELLER and FNB warrant and guarantee that on the final closing date the operating rights will be in full force and effect; the operating rights will be transferred to BUYER, free and clear of all liens, encumbrances, security interests and other claims, including the security interest of FNB, and in the event any such liens, encumbrances, security interests or other claims may exist on such date, they will attach to the proceeds of the sale; and that SELLER and FNB shall take no action to diminish the value or otherwise adversely affect the operating rights.

6. Temporary Authority. In the event BUYER files applications for emergency temporary authority and/or regular temporary authority and the PUC approves the applications, SELLER

agrees to permit BUYER to use the operating rights pursuant to the following terms and conditions:

6.1 Consideration. BUYER agrees to pay to SELLER as consideration for the use of the operating rights the sum of One (\$1.00) Dollar and other good and valuable considerations.

6.2 Operating Expenses. During the period in which the operating rights are used, BUYER shall bear all costs and expenses incurred in connection with the use of the operating rights.

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

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

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

In the event of the denial of the permanent application, the right of BUYER to use the operating rights shall terminate upon the date BUYER returns the operating rights to SELLER as

required by a final order of the PUC and in accordance with the terms of this agreement.

7. Denial of Temporary Applications. In the event the PUC issues a final order or orders denying either or both of the temporary applications, the parties will proceed to prosecute the permanent application and this agreement and all of its applicable terms and conditions shall remain in full force and effect.

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

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

9. Approval of Permanent Application Subject to Restrictions. If the PUC, by its final order, approves the permanent application, subject to conditions which materially restrict, delete or cancel any of the operating rights or 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 and FNB written notice thereof within twenty (20) days after the service date of any such orders. In the absence of the exercise of the aforesaid option, any such restrictions shall be considered modifications hereto and this agreement, as modified, shall remain in full force and effect.

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

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

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

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

For the purposes of this agreement, the term "final order" shall be defined as an order of the PUC finally determining the application, specifically (a) in the case of the denial of the application, upon the expiration of the period permitted by the Rules of Practice and regulations of the PUC or by the PUC

order, whichever time period is greater, within which petitions for rehearing, reargument or reconsideration may be filed, or upon a denial of any such petitions, if filed; and (b) in the case of approval of such applications, the effective date of the order of approval unless stayed by the PUC or by a court.

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

12. SELLER's Representations and Warranties. SELLER represents, to the best of his knowledge, as follows:

12.1 Shoreline is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania.

12.2 Shoreline is a motor carrier of property and until termination of operations lawfully provided service under the operating rights. On the final closing date, the Certificate of Public Convenience evidencing the operating rights will be in good standing with the PUC and there will be no citations, formal complaints, suspensions, investigations or enforcement proceedings pending against Shoreline by the PUC, the Department of Transportation or any other regulatory agency applicable to the operating rights.

12.3 To the best of SELLER's knowledge, the operating rights are not subject to any options to purchase, agreements

of sale or other contracts or obligations of purchase and SELLER will not enter into any such contractual arrangements prior to the final closing date.

12.4 The 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 Shoreline.

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

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

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

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

requisite resolution of the shareholders of BUYER shall be delivered to SELLER within ten (10) days after request therefor from SELLER.

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

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

14. 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.

15. PUC Assessments. SELLER warrants that all general and special assessments heretofore made or that may be made pursuant to 66 Pa. C.S.A. §510 of the Pennsylvania Public Utility Code applicable to any and all operating periods up to the

final closing date will be the obligation of SELLER. Any general or special assessments applicable to periods subsequent to the aforesaid date shall be the obligation of BUYER.

In the event the PUC requires the payment of any such assessments due from SELLER as a condition precedent to the consummation of the permanent application, BUYER shall have the right to make any such payments directly to the PUC and deduct the amount of such payments from the balance of consideration due SELLER pursuant to subparagraph 2.2.

16. Conditions Precedent. In addition to the other obligations imposed by this agreement, the fulfillment of the following conditions on or before the final closing date shall constitute conditions precedent to the enforcement of BUYER's obligations under this agreement:

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

16.2 The release by FNB of any and all liens, encumbrances, security interests and other claims against the operating rights and the delivery to BUYER of such documents as may be required by counsel for BUYER to evidence the termination by FNB of any such lien, encumbrance, security interest or other claim in the operating rights.

16.3 The delivery by FNB to BUYER of such documents as may be required by counsel for BUYER to evidence the indemnification by FNB of BUYER against any liabilities, causes of action or other claims, including reasonable legal fees and expenses

incurred in connection with the defense thereof, resulting from the sale and transfer of the operating rights to BUYER.

16.4 Written confirmation from the PUC that the suspension of the operating rights has been removed and the rights have been reinstated and are in full force and effect.

16.5 The warranties and representations of SELLER as set forth herein have been fulfilled.

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

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

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

17.2 The temporary authority closing date is the day on which BUYER begins operation of the operating rights pursuant to temporary authority granted by the PUC and shall be the date

selected by the parties within a period of twenty (20) days after entry of any order by the PUC approving the temporary application or the twentieth (20th) such day if no other day is selected.

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.

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

20. Notices. Any notices, demands or other communications delivered or tendered under this agreement shall be in writing and shall be sufficient if sent by registered or certified mail with return receipt requested to the parties at the addresses shown below:

SELLER:

James K. McNamara, Trustee
for the Estate of Shoreline
Moving Systems, Inc., Debtor
2222 West Grandview Boulevard
Erie, PA 16506

BUYER:

Robert Lee, President
South Hills Movers, Inc.
3132 Industrial Boulevard
Bethel Park, PA 15102

FNB:

Mr. Doug Stazer
The First National Bank of Pennsylvania
717 State Street
Erie, PA 16501

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

Lawrence C. Bolla, Esq.
Quinn, Gent, Buseck & Leemhuis, Inc.
2222 West Grandview Boulevard
Erie, PA 16506-4508
Attorney for SELLER

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

Guy C. Fustine, Esq.
Knox McLaughlin Gornall & Sennett, P.C.
120 West Tenth Street
Erie, PA 16501-1461

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

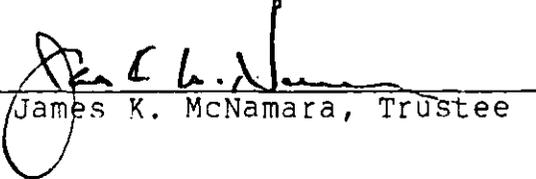
21. Entire Agreement of Parties. This agreement cannot be changed orally and constitutes the entire contract between the parties hereto. It shall not be modified nor changed by any expressed or implied promises, warranties, guaranties, representations or other information unless expressly and specifically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

22. 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.

SHORELINE MOVING SYSTEMS,
INC., DEBTOR

By: 

James K. McNamara, Trustee

SOUTH HILLS MOVERS, INC.

By: 

Robert Lee, President

FIRST NATIONAL BANK OF
PENNSYLVANIA

By: 

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION**

IN THE MATTER OF THE APPLICATION OF

SHORELINE MOVING SYSTEMS INC., a corporation
of the Commonwealth of PA

**CERTIFICATE
OF
PUBLIC CONVENIENCE**

A. 00107274
Folder 1

The Pennsylvania Public Utility Commission hereby certifies that after an investigation and/or hearing had on the above entitled application, it has, by its report and order made and entered, a copy of which is attached hereto and made a part hereof, found and determined that the granting of said application is necessary or proper for the service, accommodation, convenience and safety of the public, and this certificate is issued evidencing its approval of the said application as set forth in said report and order.

In Testimony Whereof, The PENNSYLVANIA PUBLIC UTILITY COMMISSION has caused these presents to be signed and sealed, and duly attested by its Secretary at its office in the city of Harrisburg this 11th day of SEPTEMBER, 19 87.

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION**

Attest:



PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120

Public Meeting held May 14, 1987

Commissioners Present:

Linda C. Taliaferro, Chairman
Frank Fischl
Bill Shane

Application of Shoreline Moving Systems Inc., a corporation of the Commonwealth of Pennsylvania, for the right to begin to transport, as a common carrier, by motor vehicle, (1) as a Class B carrier, household goods and office furnishings, in use, between points in the city of Erie, Erie County; (2) as a Class C carrier, household goods and office furnishings, in use, from points in the city of Erie to points within twenty (20) miles by the usually traveled highways of the public square in said city; and (3) household goods and office furnishings, in use, 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 other points in Pennsylvania, and vice versa; which is to be a transfer of part of the rights authorized under the certificate issued at A-00106545 to All-American Moving Systems Inc., a corporation of the State of Ohio, subject to the same limitations and conditions.

A-00107274

Vuono, Lavelle & Gray, by John A. Vuono, for the applicant.

O R D E R

BY THE COMMISSION:

This matter comes before the Commission on an application filed January 14, 1987. Public notice of the application was given in the Pennsylvania Bulletin of February 7, 1987. Corresponding applications

for emergency temporary authority and temporary authority were also filed. On January 29, 1987, we granted emergency temporary authority. No protests have been filed to the application and the record is now certified to the Commission for its decision without oral hearing.

Shoreline Moving Systems, Inc. (Shoreline or applicant) is a Pennsylvania corporation, chartered January 2, 1987, with its principal place of business in the city of Erie, Erie County. It seeks to begin operation as a common carrier by obtaining part of the authority held by All-American Moving Systems, Inc. (All-American or transferor). The transfer involves three paragraphs of rights, consisting of all of the transferor's authority to transport household goods and office furnishings, in use.

Cecelia Miller, president and sole shareholder of Shoreline, has been the general manager of All-American's operation in Erie. She has obtained a tractor and forty-five foot trailer, a twenty-six foot van and a fourteen foot van to perform the proposed service. Miller has also entered an agreement to become the local agent for Mayflower Van Lines, Inc. The applicant is not affiliated in any other manner with any other carrier or corporation.

As evidence of its financial capacity to perform the proposed service, Shoreline reports assets of \$170,000, with liabilities of \$150,000, leaving a stockholder's equity of \$20,000.

Total consideration for the sale of the rights is five thousand dollars (\$5,000) and will be paid after approval of this transfer according to an agreement of sale executed January 8, 1987. No tangible assets are involved in the sale.

The transferor currently holds the authority to transport, as a Class B carrier, property between points in the city of Erie, Erie County, and to transport, as a Class C carrier, property from points in the city of Erie to points within twenty miles by the usually traveled highways of the public square in said city. The applicant will receive the household goods and office furnishings, in use, portion of both of these rights. The transferor's certificate will be appropriately modified to prohibit the transport of the said commodities under the retained rights.

The third right involved in this application (paragraph no. 6 of the transferor's certificate) is a Class D household goods and office furnishings, in use, right. The transferor's certificate will be modified so as to eliminate this right in its entirety.

All-American was certificated in 1986. It is currently in good standing with the Commission, having filed its tariff, proof of insurance and all required reports.

The authority to be transferred is currently being operated by the transferor, therefore, it is presumed that there is a continuing public need, which may be overcome only by evidence to the contrary. In re Byerly, 440 Pa. 521 (1970), Hostetter v. Pa. P.U.C., 160 Pa. Super. Ct. 94 (1947). Since the record is void of any such evidence, the presumption of continuing public need applies to this transfer application.

After due consideration of the record before us, we find that:

1. The applicant possesses the necessary equipment and financial ability to perform the service involved herein.
2. A continuing need exists for the service involved herein.
3. The transferor's certificate must be modified so as to prohibit the transportation of household goods and office furnishings, in use.
4. Approval of the application is necessary for the accommodation and convenience of the public; THEREFORE,

IT IS ORDERED: That the application for the transfer of part of the rights held by All-American Moving Systems, Inc., at A-00106545, be and is hereby approved and that a certificate be issued to the applicant granting the following rights:

1. To transport, as a Class B carrier, household goods and office furniture in use, between points in the city of Erie, Erie County;
2. To transport, as a Class C carrier, household goods and office furniture in use, from points in the city of Erie to points within twenty (20) miles by the usually traveled highways of the public square in said city;
3. To transport, as a Class D carrier, household goods and office furnishings, in use, 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 other points in Pennsylvania, and vice versa.

with all of the rights above subject to the following general conditions:

1. That the approval hereby given is not to be understood as committing the Commission, in any proceedings that may be brought before it for any purpose, to fix a valuation on the property and right 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 right herein granted in excess of the actual cost of such right to the original holder thereof.
3. That the applicant charge to Account 1550, Other Intangible Property, \$5,000, being the amount of the consideration payable by it for the right and going concern value attributable thereto; less any amount recorded under condition 2 above.
4. That the certificate holder shall comply with all of the provisions of the Public Utility Code as now existing or as may hereafter be amended, and 52 Pa. Code §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.
5. That the certificate holder shall not transfer, sell or in any way convey any of its outstanding capital stock to any individual, partnership, corporation or any entity, without the prior filing of an application and approval thereof by the Commission under 66 Pa. C.S.A. Section 1102(3).

IT IS FURTHER ORDERED: That, with adoption of this order, the temporary authority application is hereby dismissed.

IT IS FURTHER ORDERED: That the applicant shall not engage in any transportation granted herein until it has complied with the requirements of the Pennsylvania Public Utility Code and the rules and regulations of this Commission relative to the filing and acceptance of a tariff adoption supplement in accordance with 52 Pa. Code §23.13(c).

IT IS FURTHER ORDERED: That issuance of the certificate be withheld pending receipt of the 1986-87 assessment of the transferor.

IT IS FURTHER ORDERED: That the authority granted herein, to the extent that it duplicates authority now held by or subsequently granted to the carrier, shall not be construed as conferring more than one operating right.

IT IS FURTHER ORDERED: That upon compliance with the requirements above set forth, a certificate issue evidencing the right granted herein.

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, All-American Moving Systems Inc., at A-00106545, be modified and its tariff amended as provided for in the attached Supplemental Order.

BY THE COMMISSION,



Jerry Rich
Secretary

(SEAL)

ORDER ADOPTED: May 14, 1987

ORDER ENTERED: MAY 19 1987

APPLICATION OF
SOUTH HILLS MOVERS, INC.

APPENDIX 12-2

EQUIPMENT LIST

25 Tractors

37 Trailers

14 Straight Trucks

4 Packing Vans

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION**

IN THE MATTER OF THE APPLICATION OF

SHORELINE MOVING SYSTEMS INC., a corporation
of the Commonwealth of PA

**CERTIFICATE
OF
PUBLIC CONVENIENCE**

A. 00107274
Folder 1

The Pennsylvania Public Utility Commission hereby certifies that after an investigation and/or hearing had on the above entitled application, it has, by its report and order made and entered, a copy of which is attached hereto and made a part hereof, found and determined that the granting of said application is necessary or proper for the service, accommodation, convenience and safety of the public, and this certificate is issued evidencing its approval of the said application as set forth in said report and order.

In Testimony Whereof, The PENNSYLVANIA PUBLIC UTILITY COMMISSION has caused these presents to be signed and sealed, and duly attested by its Secretary at its office in the city of Harrisburg this 11th day of SEPTEMBER, 19 87.

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION**

Attest:



PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120

Public Meeting held May 14, 1987

Commissioners Present:

Linda C. Taliaferro, Chairman
Frank Fischl
Bill Shane

Application of Shoreline Moving Systems Inc., a corporation of the Commonwealth of Pennsylvania, for the right to begin to transport, as a common carrier, by motor vehicle, (1) as a Class B carrier, household goods and office furnishings, in use, between points in the city of Erie, Erie County; (2) as a Class C carrier, household goods and office furnishings, in use, from points in the city of Erie to points within twenty (20) miles by the usually traveled highways of the public square in said city; and (3) household goods and office furnishings, in use, 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 other points in Pennsylvania, and vice versa; which is to be a transfer of part of the rights authorized under the certificate issued at A-00106545 to All-American Moving Systems Inc., a corporation of the State of Ohio, subject to the same limitations and conditions.

A-00107274

Vuono, Lavelle & Gray, by John A. Vuono, for the applicant.

O R D E R

BY THE COMMISSION:

This matter comes before the Commission on an application filed January 14, 1987. Public notice of the application was given in the Pennsylvania Bulletin of February 7, 1987. Corresponding applications

for emergency temporary authority and temporary authority were also filed. On January 29, 1987, we granted emergency temporary authority. No protests have been filed to the application and the record is now certified to the Commission for its decision without oral hearing.

Shoreline Moving Systems, Inc. (Shoreline or applicant) is a Pennsylvania corporation, chartered January 2, 1987, with its principal place of business in the city of Erie, Erie County. It seeks to begin operation as a common carrier by obtaining part of the authority held by All-American Moving Systems, Inc. (All-American or transferor). The transfer involves three paragraphs of rights, consisting of all of the transferor's authority to transport household goods and office furnishings, in use.

Cecelia Miller, president and sole shareholder of Shoreline, has been the general manager of All-American's operation in Erie. She has obtained a tractor and forty-five foot trailer, a twenty-six foot van and a fourteen foot van to perform the proposed service. Miller has also entered an agreement to become the local agent for Mayflower Van Lines, Inc. The applicant is not affiliated in any other manner with any other carrier or corporation.

As evidence of its financial capacity to perform the proposed service, Shoreline reports assets of \$170,000, with liabilities of \$150,000, leaving a stockholder's equity of \$20,000.

Total consideration for the sale of the rights is five thousand dollars (\$5,000) and will be paid after approval of this transfer according to an agreement of sale executed January 8, 1987. No tangible assets are involved in the sale.

The transferor currently holds the authority to transport, as a Class B carrier, property between points in the city of Erie, Erie County, and to transport, as a Class C carrier, property from points in the city of Erie to points within twenty miles by the usually traveled highways of the public square in said city. The applicant will receive the household goods and office furnishings, in use, portion of both of these rights. The transferor's certificate will be appropriately modified to prohibit the transport of the said commodities under the retained rights.

The third right involved in this application (paragraph no. 6 of the transferor's certificate) is a Class D household goods and office furnishings, in use, right. The transferor's certificate will be modified so as to eliminate this right in its entirety.

All-American was certificated in 1986. It is currently in good standing with the Commission, having filed its tariff, proof of insurance and all required reports.

The authority to be transferred is currently being operated by the transferor, therefore, it is presumed that there is a continuing public need, which may be overcome only by evidence to the contrary. In re Byerly, 440 Pa. 521 (1970), Hostetter v. Pa. P.U.C., 160 Pa. Super. Ct. 94 (1947). Since the record is void of any such evidence, the presumption of continuing public need applies to this transfer application.

After due consideration of the record before us, we find that:

1. The applicant possesses the necessary equipment and financial ability to perform the service involved herein.
2. A continuing need exists for the service involved herein.
3. The transferor's certificate must be modified so as to prohibit the transportation of household goods and office furnishings, in use.
4. Approval of the application is necessary for the accommodation and convenience of the public; THEREFORE,

IT IS ORDERED: That the application for the transfer of part of the rights held by All-American Moving Systems, Inc., at A-00106543, be and is hereby approved and that a certificate be issued to the applicant granting the following rights:

1. To transport, as a Class B carrier, household goods and office furniture in use, between points in the city of Erie, Erie County;
2. To transport, as a Class C carrier, household goods and office furniture in use, from points in the city of Erie to points within twenty (20) miles by the usually traveled highways of the public square in said city;
3. To transport, as a Class D carrier, household goods and office furnishings, in use, 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 other points in Pennsylvania, and vice versa.

with all of the rights above subject to the following general conditions:

1. That the approval hereby given is not to be understood as committing the Commission, in any proceedings that may be brought before it for any purpose, to fix a valuation on the property and right 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 right herein granted in excess of the actual cost of such right to the original holder thereof.
3. That the applicant charge to Account 1550, Other Intangible Property, \$5,000, being the amount of the consideration payable by it for the right and going concern value attributable thereto; less any amount recorded under condition 2 above.
4. That the certificate holder shall comply with all of the provisions of the Public Utility Code as now existing or as may hereafter be amended, and 52 Pa. Code §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.
5. That the certificate holder shall not transfer, sell or in any way convey any of its outstanding capital stock to any individual, partnership, corporation or any entity, without the prior filing of an application and approval thereof by the Commission under 66 Pa. C.S.A. Section 1102(3).

IT IS FURTHER ORDERED: That, with adoption of this order, the temporary authority application is hereby dismissed.

IT IS FURTHER ORDERED: That the applicant shall not engage in any transportation granted herein until it has complied with the requirements of the Pennsylvania Public Utility Code and the rules and regulations of this Commission relative to the filing and acceptance of a tariff adoption supplement in accordance with 52 Pa. Code §23.13(c).

IT IS FURTHER ORDERED: That issuance of the certificate be withheld pending receipt of the 1986-87 assessment of the transferor.

IT IS FURTHER ORDERED: That the authority granted herein, to the extent that it duplicates authority now held by or subsequently granted to the carrier, shall not be construed as conferring more than one operating right.

IT IS FURTHER ORDERED: That upon compliance with the requirements above set forth, a certificate issue evidencing the right granted herein.

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, All-American Moving Systems Inc., at A-00106545, be modified and its tariff amended as provided for in the attached Supplemental Order.

BY THE COMMISSION,



Jerry Rich
Secretary

(SEAL)

ORDER ADOPTED: May 14, 1987

ORDER ENTERED: MAY 19 1987

APPLICATION OF
SOUTH HILLS MOVERS, INC.

APPENDIX 12-4

Pro-Forma Balance Sheet

ASSETS

Cash	<u>\$100,000</u>
TOTAL ASSETS	<u>\$100,000</u>

LIABILITIES AND SHAREHOLDERS' EQUITY

Shareholder's Equity

Paid-In Capital	50,000
Common Stock, 50,000 shares issued and outstanding	<u>50,000</u>
TOTAL LIABILITIES & SHAREHOLDERS' EQUITY	<u>\$100,000</u>

APPLICATION OF
SOUTH HILLS MOVERS, INC.

APPENDIX 12-5

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

As indicated, Transferor is the debtor in a pending bankruptcy proceeding in the United States Bankruptcy Court for the Western District of Pennsylvania. A copy of the order appointing the Trustee-in-Bankruptcy for the Debtor is attached hereto as Appendix 12-10.

Any debts incurred by Transferor prior to the filing of the bankruptcy petition are subject to the jurisdiction of the Bankruptcy Court and will be satisfied or discharged in that proceeding.

APPLICATION OF
SOUTH HILLS MOVERS, INC.

APPENDIX 12-6

Statement of Safety Program

Applicant maintains a complete safety program which is 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 includes safety meetings where discussions are conducted concerning the safe operation of equipment.

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

APPLICATION OF
SOUTH HILLS MOVERS, INC.

APPENDIX 12-7

Statement of Transferee's Experience

The management of Transferee has been involved in the transportation of household goods and office furniture and equipment in use for many years. It controls Transferee and Leelease, Inc., both of which hold authority from the Commission. Pursuant to those authorities, the company has provided extensive services between points in western Pennsylvania.

The management of 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 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. Bethel Park, PA 15102</u>	<u><i>Robert Lee</i></u>	<u>9-6-99</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: _____

68:211 01 0306



Department of State
Corporation Bureau
308 North Office Building
Harrisburg, PA 17120-0029

Robert P. Casey
Governor

Christopher A. Lewis
Secretary of the Commonwealth

Charles A. Ottaviano
Director, Corporation Bureau

Instructions for Completion of Form:
DSCB:15-1306 (Rev 89)-2

- A. One original of this form is required. The form shall be completed in black or blue-black ink in order to permit reproduction. The filing fee for this form is \$75 made payable to the Department of State. PLEASE NOTE: A separate check is required for each form submitted.
- B. The following, in addition to the filing fee, shall accompany this form:
- (1) Three copies of a completed form DSCB:15-134A (Docketing Statement).
 - (2) Any necessary copies of form DSCB:17.2 (Consent to Appropriation of Name) or form DSCB:17.3 (Consent to Use of Similar Name).
 - (3) Any necessary governmental approvals.
- C. For general instructions relating to the incorporation of business corporations see 19 Pa. Code Ch. 23 (relating to business corporations generally). These instructions relate to such matters as corporate name, stated purposes, term of existence, nonstock status, authorized share structure and related authority of the board of directors, inclusion of names of first directors in the Articles of Incorporation, optional provisions on cumulative voting for election of directors, etc.
- D. One or more corporations or natural persons of full age may incorporate a business corporation.
- E. 15 Pa. C.S. § 1307 (relating to advertisement) requires that the incorporators shall advertise their intention to file or the corporation shall advertise the filing of articles of incorporation. Proofs of publication of such advertising should not be submitted to, and will not be received by or filed in, the Department, but should be filed with the minutes of the corporation.
- F. This form and all accompanying documents shall be mailed to:
- Department of State
Corporation Bureau
308 North Office Building
Harrisburg, PA 17120-0029
- G. To receive confirmation of the file date prior to receiving the microfilmed original, send either a self-addressed, stamped postcard with the filing information noted or a self-addressed, stamped envelope with a copy of the filing document.

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.

64-2-111-01-ET-6-05

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	President	3132 Industrial Blvd. Bethel Park, PA 15102
Robert E. Lee	Vice President	3132 Industrial Blvd. Bethel Park, PA 15102
Garv N. Lee	Vice President	3132 Industrial Blvd. Bethel Park, PA 15102
Robert V. Stabile	Secretary- Treasurer	3132 Industrial Blvd. Bethel Park, PA 15102

2. Names and Addresses of Corporate Directors:

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

3. Amount of Stock Authorized:

One Hundred Thousand (100,000) shares common stock
having a par value of One (\$1.00) Dollar.

4. Amount of Stock Issued and Outstanding:

Fifty Thousand (50,000) shares common stock having a par value of One (\$1.00) Dollar.

5. Name, 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 Blvd. Pittsburgh, PA 15102	50,000

6. Corporate Purpose Clause:

To invest in, own, conduct, manage and operate the business of a common, contract, private or exempt carrier by motor vehicle transporting property and/or persons in interstate or foreign commerce or in intrastate commerce in any state of the United States, including between points in Pennsylvania pursuant to the regulations of the Pennsylvania Public Utility Commission, and business incidental and necessary to rendering such service, including owning, leasing and operating terminals, warehouses, platforms, garages and equipment.

To engage in and do any lawful act concerning any or all lawful business for which corporations may be incorporated under the Business Corporation Law of Pennsylvania.

o

RECEIVED JAN 9 1990

U.S. Bankruptcy Court for the WESTERN DISTRICT OF PENNSYLVANIA
314 United States Court House, State at South Perry Square, Erie, Pennsylvania
In Re a Petition for Relief under chapter 7 of Title 11, U.S. Code, filed by or
against the below-named Debtor(s) on December 29, 1989:

DEBTOR : SHORELINE MOVING SYSTEMS, INC. of 3025 WEST 17TH STREET,
ERIE, PA 16505, ID:25-1540470

[] * Case originally filed under chapter 11 CASE NO. 89-00478-WWB

James K. McNamara
2222 WEST GRANDVIEW BLVD
Erie, PA 16506

NOTICE APPOINTING INTERIM TRUSTEE
AND APPROVING STANDING BOND

NOTICE IS HEREBY GIVEN THAT:

1. The following interim trustee is hereby appointed, and the trustee's
standing bond is fixed under the general blanket bond heretofore approved.

James K. McNamara
2222 WEST GRANDVIEW BLVD
Erie, PA 16506

2. The undersigned hereby certifies that on this date a copy of this notice
was mailed to the above-named trustee and the debtor(s) and all attorneys of
record.

Dated: January 3, 1990

HAROLD D. JONES, U.S. TRUSTEE

REJECTION

I, James K. McNamara, hereby reject appointment as Trustee.

Dated: This ___ day of _____, 19 ___.

James K. McNamara

PENNSYLVANIA PUBLIC UTILITY COMMISSION
BUREAU OF TRANSPORTATION

A-109506
F.I.A.M.A.

See Instructions before Completing Application

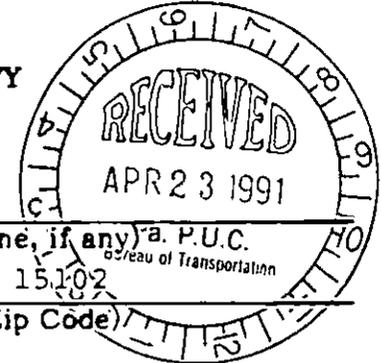
RECEIVED

APR 23 1991

SECRETARY'S OFFICE
Public Utility Commission

Application For:

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



1. South Mills Movers, Inc.
 (Name of applicant) (Trade name, if any) Pa. P.U.C.
3132 Industrial Boulevard Bethel Park, PA 15102
 (Street address) (City) (State & Zip Code) Bureau of Transportation

2. John A. Vuono, Esq.; 2310 Grant Building, Pittsburgh, PA 15219
 (Name, Address & Telephone Number of Applicant's Attorney, if any) (412) 471-1800

3. Applicant is an ___ individual ___ partnership X corporation.

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

A complete description of the operating authority to be transferred to applicant is attached as Appendix A to the Agreement of Sale which is attached to this application as Appendix C.

5. Applicant does hold Pa. PUC authority under Docket No. A-00109506 and
 (does or does not)
 operates as a common carrier.
 (common or contract)

DOCUMENT
FOLDER

DOCKETED
 APPLICATION DOCKET
 JUL 26 1991
 ENTRY No. Law

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

A corresponding application for permanent authority to transfer the operating rights is being submitted simultaneously herewith.

7. If this application is for emergency temporary authority, and not accompanied by applications for corresponding temporary and permanent authority, state when the applications for temporary and permanent authority will be filed.
Applications for permanent and temporary authority are being filed simultaneously herewith.
8. "Applicant's Statement" shall be prepared by the applicant or authorized representative of the applicant and shall contain the information as stated at Appendix A. (See Applicant's statement in support of applications for emergency and regular temporary authority which is attached hereto as Appendix A.)
9. "Statements of Supporting Shippers or Witnesses" shall be prepared by the shipper or witness, or an authorized representative of the shipper or witness and shall contain the information as stated at Appendix B.

Under the doctrine of continuing necessity, shipper testimony is not required for transfer applications and is therefore not being submitted.

Applicant further declares that:

10. It is aware that a grant of the requested authority will create no presumption that corresponding permanent authority will be granted.
11. If the requested authority is granted, applicant will comply with the tariff and insurance requirements of the Public Utility Law before beginning operation.
12. There is attached hereto as Appendix B a separate statement submitted by the Transferor concerning labor union representation.
SOUTH HILLS MOVERS, INC.

By: Robert Lee
(Signature)

Robert Lee
President

(Corporate Title)

April 12, 1991

(Date)

THIS MUST BE COMPLETED BY NOTARY PUBLIC

AFFIDAVIT OF APPLICANT (Natural Person)

COMMONWEALTH OF PENNSYLVANIA :
_____ County : ss:

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

Signature of Affiant

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

Signature of Official Administering Oath

AFFIDAVIT OF APPLICANT (Corporation)

COMMONWEALTH OF PENNSYLVANIA :
Allegheny County : ss:

Robert Lee, being duly sworn (affirmed) according to law, deposes and says that he is President of South Hills Movers, Inc.
(Office of Affiant)

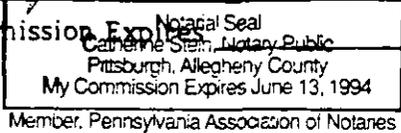
_____; that he is authorized to and does make this
(Name of Corporation)

affidavit for it; and that the facts above set forth are true and correct; or are true and correct to the best of his knowledge, information and belief and that he expects the said South Hills Movers, Inc. to be able to prove the same
(Name of Corporation)

at the hearing hereof.

Robert Lee
Signature of Affiant

Sworn and subscribed before me this 12th
day of April 19 91
My Commission Expires _____



Catherine Stein
Signature of Official Administering Oath

Before the
PENNSYLVANIA PUBLIC UTILITY COMMISSION

DOCKET NO. A-00109506

SOUTH HILLS MOVERS, INC.--TRANSFEREE--
SHORELINE MOVING SYSTEMS, INC., DEBTOR--TRANSFEROR

SUPPLEMENTS TO APPLICATIONS
FOR EMERGENCY AND REGULAR TEMPORARY AUTHORITY

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

APPENDIX A

Before the
PENNSYLVANIA PUBLIC UTILITY COMMISSION

DOCKET NO. A-00109506

SOUTH HILLS MOVERS, INC.--TRANSFEREE--
SHORELINE MOVING SYSTEMS, INC., DEBTOR--TRANSFEROR

APPLICANT'S STATEMENT
IN SUPPORT OF APPLICATIONS
FOR EMERGENCY AND REGULAR TEMPORARY AUTHORITY

This statement is attached to the applications for emergency and regular temporary authority filed by South Hills Movers, Inc. (South Hills or applicant) which seeks authority to purchase all of the Pennsylvania intrastate operating authority held by Shoreline Moving Systems, Inc. (Shoreline or Transferor) and set forth additional facts and circumstances in support of the temporary authority applications.

I. THE BANKRUPTCY PROCEEDINGS

As a result of the continuing losses and the deteriorating financial condition of the company, a petition for relief under Chapter 11 of Title 11 of the U.S. Bankruptcy Code was filed on

August 31, 1989 in the United States Bankruptcy Court for the Western District of Pennsylvania in a proceeding captioned In Re: Shoreline Moving Svstems, Inc., Debtor, Chapter 11 Case No. 89-00478E. A copy of the order of the Bankruptcy Court appointing the Trustee-in-Bankruptcy for the debtor is attached hereto as Appendix A-1.

As a result of the bankruptcy proceeding, Transferor terminated all intrastate motor carrier operations and the Trustee-in-Bankruptcy has proceeded to liquidate the assets of Transferor.

II. THE SALE OF THE OPERATING AUTHORITY

The parties have entered into an agreement by which applicant has agreed to purchase all of the Pennsylvania intrastate authority held by Transferor at Docket No. A-00107274. The total purchase price for the operating rights is \$5,000, of which \$500 is placed in escrow. The balance is to be paid in cash or by certified or cashier's check on the closing date pursuant to PUC approval.

The agreement contains the normal terms and conditions usually incorporated in such purchase contracts, including provisions which make consummation of the transaction contingent upon the prior approval of the transaction by the PUC. A complete copy of the agreement is attached to this application as Appendix C.

It should be noted that the agreement of sale contains in paragraph 6 on pages 7 and 8 detailed provisions concerning the temporary use of the operating rights. In sum, that paragraph provides that South Hills will have the right to use the operating rights for One (\$1.00) Dollar and will assume all operating expenses during the term of temporary operations. The temporary authority arrangement will automatically terminate upon the Commission's approval of the corresponding permanent application.

In addition, paragraph 15 on pages 13 and 14 of the agreement of sale provides that if the Commission requires the payment of any general or special assessments as a condition precedent to the consummation of the permanent application, any such amounts shall be deducted from the escrow fund and promptly paid to the PUC.

III. SOUTH HILLS HAS THE FACILITIES AND EXPERIENCE
AND IS FINANCIALLY ABLE TO PROVIDE
A RELIABLE SERVICE TO THE SHIPPING PUBLIC

Applicant is an established Pennsylvania intrastate household goods carrier that has the facilities, equipment and experienced personnel to provide a needed service within the area encompassed by the operating rights proposed to be purchased from Transferor. Moreover, South Hills is financially sound and in a position to meet the financial commitments of the purchase contract and has the working capital which may be required to promptly institute operations under temporary authority.

South Hills holds authority from this Commission at Docket No. A-00109506 to transport household goods and related commodities between certain points in western Pennsylvania. South Hills and its predecessors have provided a valued service for the shipping public in Pennsylvania for some years. That service has included the handling of household goods and office furnishings and equipment in use.

Applicant is financially sound and otherwise fit to provide the proposed service. There is attached hereto as Appendix A-2 a pro forma balance sheet for the company.

In addition to the foregoing, applicant hereby submits the following information as required by paragraph 8 of the ETA/TA application:

A. South Hills operates 25 tractors, 37 trailers, 14 straight trucks and four packing vans. All of the equipment is of the specialized type customarily used in the household goods moving industry and is suitable for the transportation of household goods, office equipment and related commodities.

B. Applicant has its main office, warehouse and garage facilities in Bethel Park, Allegheny County. The company's facility is more than adequate to handle the expansion that would result from the company's operations under the Transferor's authority.

South Hills' personnel are covered by a comprehensive safety program. Periodic safety meetings are held with all drivers in order to review safety matters and to impress upon them the importance of safe driving.

South Hills has maintenance facilities at Bethel Park, PA. It maintains records on every piece of equipment indicating the date and time of repairs, oil changes, condition of tires, etc. All of the equipment undergoes daily visual inspection as well as periodic extensive inspections and repairs.

The company's drivers and other personnel are kept advised of the regulations of the Pennsylvania Public Utility Commission and the Pennsylvania Department of Transportation. South Hills is and will remain in full compliance with the safety rules and related regulations of these agencies.

C. The filing of the application did not result from a warning, road check or investigation by the Commission.

D. Applicant's authorized representative, John A. Vuono, may be contacted at 412-471-1800.

E. Applicant will adopt the rates, fares or charges contained in the applicable tariffs of the Transferor.

F. There are not presently under suspension any rates, fares or charges published for the account of applicant. No application for special permission to file rates, fares or charges on less than 30 days' notice in connection with another ETA, TA or permanent authority application covering the same territory has been granted or denied.

G. Evidence of applicant's insurance coverage is presently on file with the Commission.

H. There are no labor unions which represent, or which within the past 12 months have represented, or have filed a petition to represent employees of the applicant (Transferee) with the National Labor Relations Board or the Pennsylvania Labor Relations Board.

In sum, South Hills is intimately familiar with the Erie, PA area involved, the type of traffic formerly handled by Transferor and the need for a stable and dependable operation under the rights sought to be transferred. As shown, it is fit, financially and otherwise, to provide a household goods and commercial moving service which will be responsive to the needs of the shipping public in the service area encompassed by the rights proposed to be purchased.

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

As indicated above, it is imperative that the Commission act on this application at the earliest possible time. If the operating rights to be purchased are to retain their value and not be damaged or completely devalued, there must not be any lengthy hiatus in providing service under those rights.

Certainly, the parties have shown their good faith and made every effort to promptly complete the substantial

documentation necessary in connection with the permanent and temporary authority applications.

These extraordinary measures are necessary and are directed by the realities of the situation. The shipping public has long relied on the service of Shoreline and must have available a continuation of that service by a viable carrier. Certainly, South Hills is concerned that there not be any substantial interruption in service with the consequent loss of revenue that most surely would follow any such action.

It is submitted that the need for immediate and urgent action on this temporary authority application is justified by the facts. The substantial and continuing operating losses of Shoreline coupled with the bankruptcy proceeding make it clear that Shoreline is no longer in a position to continue to provide the important transportation service for which it was well known. Facing that reality, the Commission is implored to approve this application promptly so that South Hills will be able to provide the important household goods and commercial moving service which Shoreline is no longer able to render.

As the Commission well knows, at the present time, it takes approximately eight weeks from the date of filing for a permanent application to be published in the Pennsylvania Bulletin, assuming there are no problems. Thereafter, interested parties have three weeks to file protests. Even if the transfer proceeding is unopposed, it takes an additional four to six weeks to obtain final Commission approval and to

meet all compliance requirements. Thus, conservatively, it will take at least four to six months for the permanent transfer application to be approved.

Failure to grant this application for emergency temporary and temporary authority would therefore result in a significant lapse in service to the shipping public. Moreover, the value of the operating authority would be substantially damaged.

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

On the other hand, the prompt approval of the transaction will benefit all parties affected, including the estate of the bankrupt, the Shoreline creditors, the applicant, and, most importantly, the shipping public.

V. CONCLUSION

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

RECEIVED JAN 9 1990

U.S. Bankruptcy Court for the WESTERN DISTRICT OF PENNSYLVANIA
314 United States Court House, State at South Perry Square, Erie, Pennsylvania
 In Re a Petition for Relief under chapter 7 of Title 11, U.S. Code, filed by or
 against the below-named Debtor(s) on December 29, 1989:

DEBTOR : SHORELINE MOVING SYSTEMS, INC. of 3025 WEST 17TH STREET,
 ERIE, PA 16505, ID:25-1540470

[] * Case originally filed under chapter 11 CASE NO. 89-00478-WWB

James K. McNamara
 2222 WEST GRANDVIEW BLVD
 Erie, PA 16506

NOTICE APPOINTING INTERIM TRUSTEE
 AND APPROVING STANDING BOND

NOTICE IS HEREBY GIVEN THAT:

1. The following interim trustee is hereby appointed, and the trustee's standing bond is fixed under the general blanket bond heretofore approved.

James K. McNamara
 2222 WEST GRANDVIEW BLVD
 Erie, PA 16506

2. The undersigned hereby certifies that on this date a copy of this notice was mailed to the above-named trustee and the debtor(s) and all attorneys of record.

Dated: January 3, 1990

HAROLD D. JONES, U.S. TRUSTEE

REJECTION

I, James K. McNamara, hereby reject appointment as Trustee.

Dated: This ___ day of _____, 19 ___.

 James K. McNamara

APPLICATION OF
SOUTH HILLS MOVERS, INC.

APPENDIX A-2

Pro-Forma Balance Sheet

ASSETS

Cash	<u>\$100,000</u>
TOTAL ASSETS	<u>\$100,000</u>

LIABILITIES AND SHAREHOLDERS' EQUITY

Shareholder's Equity	
Paid-In Capital	50,000
Common Stock, 50,000 shares issued and outstanding	<u>50,000</u>
TOTAL LIABILITIES & SHAREHOLDERS' EQUITY	<u>\$100,000</u>

APPENDIX B

Before the
PENNSYLVANIA PUBLIC UTILITY COMMISSION

DOCKET NO. A-00109506

SOUTH HILLS MOVERS, INC.--TRANSFEREE--
SHOPELINE MOVING SYSTEMS, INC., DEBTOR--TRANSFEROR

TRANSFEROR'S STATEMENT
IN SUPPORT OF APPLICATIONS
FOR EMERGENCY AND REGULAR TEMPORARY AUTHORITY

This statement is attached to the applications for emergency and regular temporary authority filed by South Hills Movers, Inc. (South Hills) which seeks authority to purchase a portion of the operating authority of Shoreline Moving Systems, Inc. and sets forth the following required representation concerning labor unions as follows:

There are no labor unions which represent, or which within the past 12 months have represented, or have filed a petition to represent, employees of Shoreline Moving Systems, Inc.

APPENDIX C

AGREEMENT

BETWEEN

JAMES K. MCNAMARA, TRUSTEE
FOR THE ESTATE OF
SHORELINE MOVING SYSTEMS, INC., DEBTOR (SELLER),

SOUTH HILLS MOVERS, INC. (BUYER),

AND

THE FIRST NATIONAL BANK OF PENNSYLVANIA (FNB)

DATED

MARCH 15, 1991

Lawrence C. Bolla, Esq.
QUINN, GENT, BUSECK &
LEEMHUIS, INC.
2222 West Grandview Blvd.
Erie, PA 16506-4508
Attorney for SELLER

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

Guy C. Fustine, Esq.
KNOX MCLAUGHLIN GORNALL & SENNETT, P.C.
120 West Tenth Street
Erie, PA 16501-1461
Attorney for FNB

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AGREEMENT

THIS AGREEMENT is made this 15th day of March, 1991 between JAMES K. MCNAMARA, Trustee for the Estate of Shoreline Moving Systems, Inc., Debtor (SELLER), an individual having an office at 2222 West Grandview Boulevard, Erie, PA 16506-4508, SOUTH HILLS MOVERS, INC. (BUYER), a Pennsylvania corporation having its principal office at 3132 Industrial Boulevard, Bethel Park, PA 15102, and THE FIRST NATIONAL BANK OF PENNSYLVANIA (FNB), a banking association, having an office at 717 State Street, Erie, PA 16501.

I. PREMISES

A. Shoreline Moving Systems, Inc. (Shoreline), a Pennsylvania corporation, formerly operated as a motor common carrier of property and holds a certificate of public convenience and necessity issued by the Pennsylvania Public Utility Commission (PUC) at Docket No. A-00107274 (herein called "the operating rights").

B. SELLER is the Trustee in Bankruptcy for the Estate of Shoreline in connection with the bankruptcy proceeding pending in the United States Bankruptcy Court for the Western District of Pennsylvania, captioned In Re: Shoreline Moving Systems, Inc., Debtor, Chapter 11 Case No. 89-00478E.

C. BUYER is a motor common carrier of property which holds a certificate of public convenience issued by the PUC at Docket No. A-00109506.

D. PNB is a banking association incorporated under the Acts of Congress of the United States of America which holds a security interest in the operating rights and has been granted relief from automatic stay by the Bankruptcy Court in order to proceed with the sale of the operating rights.

E. The parties have agreed to the sale and transfer of the operating rights pursuant to the terms and conditions of this agreement.

F. This transaction will require the prior approval of the PUC. BUYER and SELLER will file and will 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 permanent application").

G. In view of the fact that Shoreline has terminated operations and BUYER desires to be in a position to begin operating under the operating rights as soon as possible in order to continue to perform adequate and continuous service to the public, the parties have made provision in this agreement for the temporary use by BUYER of the operating rights, pending PUC action on the permanent application.

Accordingly, BUYER at its option shall have the right to file with the PUC applications for emergency temporary authority and regular temporary authority for BUYER to operate the PUC rights of Shoreline which are the subject of this agreement, pending action by the PUC on the permanent application (herein called "the temporary applications").

II. TERMS AND CONDITIONS

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

1. Purchase Agreement. SELLER will transfer to BUYER and BUYER will buy, free and clear of all liens, encumbrances, security interests and other claims, including a security interest in the operating rights held by the First National Bank of Pennsylvania (FNB), all of the Pennsylvania intrastate operating rights owned by Shoreline at its certificate of public convenience issued by the PUC at Application Docket No. A-00107274, a copy of which is attached hereto as Appendix A (herein called "the operating rights").

2. Price and Payment. BUYER will pay to FNB for the operating rights the total sum of Five Thousand (\$5,000) Dollars, to be paid as follows:

2.1 Five Hundred (\$500.00) Dollars (herein called "the escrow fund"), which has been deposited in escrow and will be held and disposed of in accordance with the provisions of paragraph 3; and

2.2 The balance of consideration of Four Thousand Five Hundred (\$4,500) Dollars in cash or by certified or cashier's check on the final closing date as defined herein.

3. Escrow Fund.

3.1 Escrow Agent. The escrow fund provided for under paragraph 2 has been deposited in escrow with the law firm of

Knox McLaughlin Gornall & Sennett, P.C., the attorneys for FNB, of Erie, PA (herein called "the escrow agent").

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

3.2 Disposition of Escrow Fund.

(a) Upon consummation of the transaction pursuant to the terms of this agreement, on the closing date the escrow fund shall be delivered by the escrow agent to FNB.

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

(c) In the event the permanent application is approved by the PUC and any party refuses to consummate the transaction, the escrow fund shall be disposed of in accordance with the provisions of subparagraph 3.3.

3.3 Refusal to Consummate. In the event of the approval of the permanent application by the PUC and in the absence of termination or nullification in accordance with the terms of this agreement:

(a) By BUYER. If BUYER refuses to consummate the transaction in accordance with the terms of this agreement, the escrow fund, at the option of FNB, which option shall be

exercised by FNB giving the escrow agent written notice thereof within thirty (30) days after the latest date for consummation of the transaction in accordance with the terms hereof, shall be retained by FNB as liquidated damages. In such event this agreement shall forthwith terminate and the parties shall have no further rights or responsibilities hereunder.

In the alternative, if the aforesaid option is not exercised by FNB, FNB shall have the right to exercise any other rights which it may have under this agreement. If this remedy is exercised by FNB, BUYER will reimburse FNB for all reasonable attorneys' fees incurred by FNB in pursuance of its rights hereunder. In such event, the escrow agent shall continue to hold the escrow fund pending final resolution of the dispute between the parties.

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

In the alternative, if the aforesaid option is not exercised by BUYER, BUYER shall have the right to exercise against

SELLER or FNB, as applicable, all rights which BUYER may have under this agreement, including the right of specific performance in recognition of the nature of the operating rights involved. If this alternative remedy is exercised by BUYER, SELLER or FNB, as applicable, shall reimburse BUYER for all reasonable attorneys' fees incurred by BUYER in pursuance of its rights hereunder. In such event, the escrow agent shall continue to hold the escrow fund pending final resolution of the dispute between the parties.

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

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

Accordingly, within twenty (20) days after the execution of this agreement, the following actions will be taken:

4.1 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; and

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

BUYER shall prepare all necessary applications at its costs and shall pay all filing fees in connection with the filing of the applications.

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

BUYER, SELLER and FNB and their respective counsel 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.

Each party shall bear the expenses of its legal counsel.

5. Warranties as to Operating Rights. SELLER and FNB warrant and guarantee that on the final closing date the operating rights will be in full force and effect; the operating rights will be transferred to BUYER, free and clear of all liens, encumbrances, security interests and other claims, including the security interest of FNB, and in the event any such liens, encumbrances, security interests or other claims may exist on such date, they will attach to the proceeds of the sale; and that SELLER and FNB shall take no action to diminish the value or otherwise adversely affect the operating rights.

6. Temporary Authority. In the event BUYER files applications for emergency temporary authority and/or regular temporary authority and the PUC approves the applications, SELLER

agrees to permit BUYER to use the operating rights pursuant to the following terms and conditions:

6.1 Consideration. BUYER agrees to pay to SELLER as consideration for the use of the operating rights the sum of One (\$1.00) Dollar and other good and valuable considerations.

6.2 Operating Expenses. During the period in which the operating rights are used, BUYER shall bear all costs and expenses incurred in connection with the use of the operating rights.

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

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

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

In the event of the denial of the permanent application, the right of BUYER to use the operating rights shall terminate upon the date BUYER returns the operating rights to SELLER as

required by a final order of the PUC and in accordance with the terms of this agreement.

7. Denial of Temporary Applications. In the event the PUC issues a final order or orders denying either or both of the temporary applications, the parties will proceed to prosecute the permanent application and this agreement and all of its applicable terms and conditions shall remain in full force and effect.

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

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

9. Approval of Permanent Application Subject to Restrictions. If the PUC, by its final order, approves the permanent application, subject to conditions which materially restrict, delete or cancel any of the operating rights or 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 and FNB written notice thereof within twenty (20) days after the service date of any such orders. In the absence of the exercise of the aforesaid option, any such restrictions shall be considered modifications hereto and this agreement, as modified, shall remain in full force and effect.

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

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

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

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

For the purposes of this agreement, the term "final order" shall be defined as an order of the PUC finally determining the application, specifically (a) in the case of the denial of the application, upon the expiration of the period permitted by the Rules of Practice and regulations of the PUC or by the PUC

order, whichever time period is greater, within which petitions for rehearing, reargument or reconsideration may be filed, or upon a denial of any such petitions, if filed; and (b) in the case of approval of such applications, the effective date of the order of approval unless stayed by the PUC or by a court.

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

12. SELLER's Representations and Warranties. SELLER represents, to the best of his knowledge, as follows:

12.1 Shoreline is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania.

12.2 Shoreline is a motor carrier of property and until termination of operations lawfully provided service under the operating rights. On the final closing date, the Certificate of Public Convenience evidencing the operating rights will be in good standing with the PUC and there will be no citations, formal complaints, suspensions, investigations or enforcement proceedings pending against Shoreline by the PUC, the Department of Transportation or any other regulatory agency applicable to the operating rights.

12.3 To the best of SELLER's knowledge, the operating rights are not subject to any options to purchase, agreements

of sale or other contracts or obligations of purchase and SELLER will not enter into any such contractual arrangements prior to the final closing date.

12.4 The 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 Shoreline.

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

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

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

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

requisite resolution of the shareholders of BUYER shall be delivered to SELLER within ten (10) days after request therefor from SELLER.

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

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

14. 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.

15. PUC Assessments. SELLER warrants that all general and special assessments heretofore made or that may be made pursuant to 66 Pa. C.S.A. §510 of the Pennsylvania Public Utility Code applicable to any and all operating periods up to the

final closing date will be the obligation of SELLER. Any general or special assessments applicable to periods subsequent to the aforesaid date shall be the obligation of BUYER.

In the event the PUC requires the payment of any such assessments due from SELLER as a condition precedent to the consummation of the permanent application, BUYER shall have the right to make any such payments directly to the PUC and deduct the amount of such payments from the balance of consideration due SELLER pursuant to subparagraph 2.2.

16. Conditions Precedent. In addition to the other obligations imposed by this agreement, the fulfillment of the following conditions on or before the final closing date shall constitute conditions precedent to the enforcement of BUYER's obligations under this agreement:

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

16.2 The release by FNB of any and all liens, encumbrances, security interests and other claims against the operating rights and the delivery to BUYER of such documents as may be required by counsel for BUYER to evidence the termination by FNB of any such lien, encumbrance, security interest or other claim in the operating rights.

16.3 The delivery by FNB to BUYER of such documents as may be required by counsel for BUYER to evidence the indemnification by FNB of BUYER against any liabilities, causes of action or other claims, including reasonable legal fees and expenses

incurred in connection with the defense thereof, resulting from the sale and transfer of the operating rights to BUYER.

16.4 Written confirmation from the PUC that the suspension of the operating rights has been removed and the rights have been reinstated and are in full force and effect.

16.5 The warranties and representations of SELLER as set forth herein have been fulfilled.

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

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

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

17.2 The temporary authority closing date is the day on which BUYER begins operation of the operating rights pursuant to temporary authority granted by the PUC and shall be the date

selected by the parties within a period of twenty (20) days after entry of any order by the PUC approving the temporary application or the twentieth (20th) such day if no other day is selected.

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.

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

20. Notices. Any notices, demands or other communications delivered or tendered under this agreement shall be in writing and shall be sufficient if sent by registered or certified mail with return receipt requested to the parties at the addresses shown below:

SELLER:

James K. McNamara, Trustee
for the Estate of Shoreline
Moving Systems, Inc., Debtor
2222 West Grandview Boulevard
Erie, PA 16506

BUYER:

Robert Lee, President
South Hills Movers, Inc.
3132 Industrial Boulevard
Bethel Park, PA 15102

FNB:

Mr. Doug Stazer
The First National Bank of Pennsylvania
717 State Street
Erie, PA 16501

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

Lawrence C. Bolla, Esq.
Quinn, Gent, Buseck & Leemhuis, Inc.
2222 West Grandview Boulevard
Erie, PA 16506-4508
Attorney for SELLER

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

Guy C. Fustine, Esq.
Knox McLaughlin Gornall & Sennett, P.C.
120 West Tenth Street
Erie, PA 16501-1461

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

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

22. 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.

SHORELINE MOVING SYSTEMS,
INC., DEBTOR

By: James K. McNamara

James K. McNamara, Trustee

SOUTH HILLS MOVERS, INC.

By: Robert Lee

Robert Lee, President

FIRST NATIONAL BANK OF
PENNSYLVANIA

By: Robert Lee

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

IN THE MATTER OF THE APPLICATION OF

SHORELINE MOVING SYSTEMS INC., a corporation
of the Commonwealth of PA

CERTIFICATE
OF
PUBLIC CONVENIENCE

A. 00107274
Folder 1

The Pennsylvania Public Utility Commission hereby certifies that after an investigation and/or hearing had on the above entitled application, it has, by its report and order made and entered, a copy of which is attached hereto and made a part hereof, found and determined that the granting of said application is necessary or proper for the service, accommodation, convenience and safety of the public, and this certificate is issued evidencing its approval of the said application as set forth in said report and order.

In Testimony Whereof, The PENNSYLVANIA PUBLIC UTILITY COMMISSION has caused these presents to be signed and sealed, and duly attested by its Secretary at its office in the city of Harrisburg this 11th day of SEPTEMBER, 19 87.

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

Attest:



PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120

Public Meeting held May 14, 1987

Commissioners Present:

Linda C. Taliaferro, Chairman
Frank Fischl
Bill Shane

Application of Shoreline Moving Systems Inc., a corporation of the Commonwealth of Pennsylvania, for the right to begin to transport, as a common carrier, by motor vehicle, (1) as a Class B carrier, household goods and office furnishings, in use, between points in the city of Erie, Erie County; (2) as a Class C carrier, household goods and office furnishings, in use, from points in the city of Erie to points within twenty (20) miles by the usually traveled highways of the public square in said city; and (3) household goods and office furnishings, in use, 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 other points in Pennsylvania, and vice versa; which is to be a transfer of part of the rights authorized under the certificate issued at A-00106545 to All-American Moving Systems Inc., a corporation of the State of Ohio, subject to the same limitations and conditions.

A-00107274

Vuono, Lavelle & Gray, by John A. Vuono, for the applicant.

O R D E R

BY THE COMMISSION:

This matter comes before the Commission on an application filed January 14, 1987. Public notice of the application was given in the Pennsylvania Bulletin of February 7, 1987. Corresponding applications

for emergency temporary authority and temporary authority were also filed. On January 29, 1987, we granted emergency temporary authority. No protests have been filed to the application and the record is now certified to the Commission for its decision without oral hearing.

Shoreline Moving Systems, Inc. (Shoreline or applicant) is a Pennsylvania corporation, chartered January 2, 1987, with its principal place of business in the city of Erie, Erie County. It seeks to begin operation as a common carrier by obtaining part of the authority held by All-American Moving Systems, Inc. (All-American or transferor). The transfer involves three paragraphs of rights, consisting of all of the transferor's authority to transport household goods and office furnishings, in use.

Cecelia Miller, president and sole shareholder of Shoreline, has been the general manager of All-American's operation in Erie. She has obtained a tractor and forty-five foot trailer, a twenty-six foot van and a fourteen foot van to perform the proposed service. Miller has also entered an agreement to become the local agent for Mayflower Van Lines, Inc. The applicant is not affiliated in any other manner with any other carrier or corporation.

As evidence of its financial capacity to perform the proposed service, Shoreline reports assets of \$170,000, with liabilities of \$150,000, leaving a stockholder's equity of \$20,000.

Total consideration for the sale of the rights is five thousand dollars (\$5,000) and will be paid after approval of this transfer according to an agreement of sale executed January 8, 1987. No tangible assets are involved in the sale.

The transferor currently holds the authority to transport, as a Class B carrier, property between points in the city of Erie, Erie County, and to transport, as a Class C carrier, property from points in the city of Erie to points within twenty miles by the usually traveled highways of the public square in said city. The applicant will receive the household goods and office furnishings, in use, portion of both of these rights. The transferor's certificate will be appropriately modified to prohibit the transport of the said commodities under the retained rights.

The third right involved in this application (paragraph no. 6 of the transferor's certificate) is a Class D household goods and office furnishings, in use, right. The transferor's certificate will be modified so as to eliminate this right in its entirety.

All-American was certificated in 1986. It is currently in good standing with the Commission, having filed its tariff, proof of insurance and all required reports.

The authority to be transferred is currently being operated by the transferor, therefore, it is presumed that there is a continuing public need, which may be overcome only by evidence to the contrary. In re Beyerly, 440 Pa. 521 (1970), Hostetter v. Pa. P.U.C., 160 Pa. Super. Ct. 94 (1947). Since the record is void of any such evidence, the presumption of continuing public need applies to this transfer application.

After due consideration of the record before us, we find that:

1. The applicant possesses the necessary equipment and financial ability to perform the service involved herein.
2. A continuing need exists for the service involved herein.
3. The transferor's certificate must be modified so as to prohibit the transportation of household goods and office furnishings, in use.
4. Approval of the application is necessary for the accommodation and convenience of the public; THEREFORE,

IT IS ORDERED: That the application for the transfer of part of the rights held by All-American Moving Systems, Inc., at A-00106545, be and is hereby approved and that a certificate be issued to the applicant granting the following rights:

1. To transport, as a Class B carrier, household goods and office furniture in use, between points in the city of Erie, Erie County;
2. To transport, as a Class C carrier, household goods and office furniture in use, from points in the city of Erie to points within twenty (20) miles by the usually traveled highways of the public square in said city;
3. To transport, as a Class D carrier, household goods and office furnishings, in use, 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 other points in Pennsylvania, and vice versa.

with all of the rights above subject to the following general conditions:

1. That the approval hereby given is not to be understood as committing the Commission, in any proceedings that may be brought before it for any purpose, to fix a valuation on the property and right 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 right herein granted in excess of the actual cost of such right to the original holder thereof.
3. That the applicant charge to Account 1550, Other Intangible Property, \$5,000, being the amount of the consideration payable by it for the right and going concern value attributable thereto; less any amount recorded under condition 2 above.
4. That the certificate holder shall comply with all of the provisions of the Public Utility Code as now existing or as may hereafter be amended, and 52 Pa. Code §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.
5. That the certificate holder shall not transfer, sell or in any way convey any of its outstanding capital stock to any individual, partnership, corporation or any entity, without the prior filing of an application and approval thereof by the Commission under 66 Pa. C.S.A. Section 1102(3).

IT IS FURTHER ORDERED: That, with adoption of this order, the temporary authority application is hereby dismissed.

IT IS FURTHER ORDERED: That the applicant shall not engage in any transportation granted herein until it has complied with the requirements of the Pennsylvania Public Utility Code and the rules and regulations of this Commission relative to the filing and acceptance of a tariff adoption supplement in accordance with 52 Pa. Code §23.13(c).

IT IS FURTHER ORDERED: That issuance of the certificate be withheld pending receipt of the 1986-87 assessment of the transferor.

IT IS FURTHER ORDERED: That the authority granted herein, to the extent that it duplicates authority now held by or subsequently granted to the carrier, shall not be construed as conferring more than one operating right.

IT IS FURTHER ORDERED: That upon compliance with the requirements above set forth, a certificate issue evidencing the right granted herein.

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, All-American Moving Systems Inc., at A-00106545, be modified and its tariff amended as provided for in the attached Supplemental Order.

BY THE COMMISSION,



Jerry Rich
Secretary

(SEAL)

ORDER ADOPTED: May 14, 1987

ORDER ENTERED: MAY 19 1987

August 9, 1991

IN REPLY PLEASE
REFER TO OUR FILE

JOHN A VUONO
ATTORNEY AT LAW
2310 GRANT BUILDING
PITTSBURGH PA 15219

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

Dear Sir:

Acknowledgement is made of an application filed by you for permanent and temporary authority on behalf of South Hills Movers, Inc. for the rights of Shoreline Moving Systems Inc.

The application has been captioned as attached and will be submitted for review, provided no protests are filed on or before September 3, 1991. If protests are filed, you will be advised as to further procedure.

This application is accepted with the understanding that Shoreline Moving Systems Inc. will continue to render the service covered by its certificate and comply with all the rules of the Commission, including the carrying of continuous insurance, until final disposition is made of the application by the Commission.

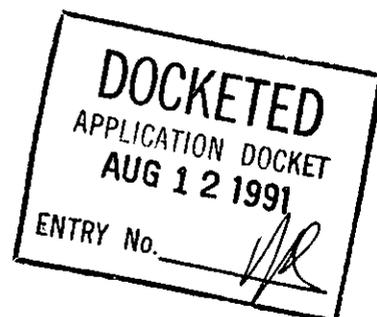
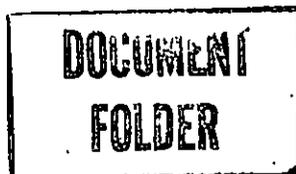
You are further advised that the above application will be published in the Pennsylvania Bulletin of August 10, 1991.

Very truly yours,

David Ehrhart
Supervisor - Application Section
Bureau of Transportation

DE:RP:kmb

cc: Applicant
3132 Industrial Boulevard
Bethel Park, PA 15102



A-00109506, Folder 1, Am-A SOUTH HILLS MOVERS, INC. (3132 Industrial Boulevard, Bethel Park, Allegheny County, PA 15102), a corporation of the Commonwealth of Pennsylvania, inter alia - household goods and office furniture in use, from points in the city of Uniontown, Fayette County, and within fifteen (15) miles by the usually traveled highways of the limits of said city to points in Pennsylvania, and vice versa: SO AS TO PERMIT the transportation of (1) as a Class B carrier, household goods and office furniture in use, between points in the city of Erie, Erie County; (2) as a Class C carrier, household goods and office furniture in use, from points in the city of Erie to points within twenty (20) miles by the usually traveled highways of the public square in said city; and (3) household goods and office furnishings, in use, 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 other points in Pennsylvania, and vice versa; which is to be a transfer of the rights authorized under the certificate issued at A-00107274 to Shoreline Moving Systems Inc., a corporation of the Commonwealth of Pennsylvania, subject to the same limitations and conditions. APPLICATION FOR TEMPORARY AUTHORITY HAS BEEN FILED AT A-00105506, FOLDER 1, AM-A, SEEKING THE RIGHTS CITED ABOVE. Attorney: John A. Vuono, 2310 Grant Building, Pittsburgh, PA 15219.

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

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BUREAU OF TRANSPORTATION
COMMON CARRIER
JULY 1991

A-00109506
F. 1
Am-A

Application of South Hills Movers, Inc., a corporation of the Commonwealth of Pennsylvania, for amendment to its common carrier certificate, which grants the right, inter alia, to transport, by motor vehicle, household goods and office furniture, in use, from points in the city of Uniontown, Fayette County, and within fifteen (15) miles by the usually traveled highways of the limits of said city to points in Pennsylvania, and vice versa: SO AS TO PERMIT the transportation of (1) as a Class B carrier, household goods and office furniture in use, between points in the city of Erie, Erie County; (2) as a Class C carrier, household goods and office furniture in use, from points in the city of Erie to points within twenty (20) miles by the usually traveled highways of the public square in said city; and (3) household goods and office furnishings, in use, 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 other points in Pennsylvania, and vice versa; which is to be a transfer of the rights authorized under the certificate issued at A-00107274 to Shoreline Moving Systems, Inc., a corporation of the Commonwealth of Pennsylvania, subject to the same limitations and conditions. APPLICATION FOR TEMPORARY AUTHORITY FILED AT A-00105506, FOLDER 1, AM-A, SEEKING THE RIGHTS CITED ABOVE.

FW:rs
7/30/91

Application received: 4/23/91
Application docketed: 7/26/91
TA Application received: 4/23/91
TA Application docketed: 7/26/91

NH

DOCUMENT
FOLDER

DOCKETED
APPLICATION DOCKET
AUG 12 1991
ENTRY No. *[Signature]*

SEP - 3 1991

Protests due _____

TA