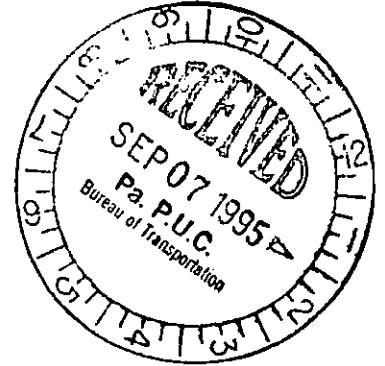




PILLAR · MULROY & FERBER

September 1, 1995



Re: Donald A. Fix, Jr.--Purchase (Portion)--
Hindman Transfer and Storage, Inc.
File No. 391-18

Hon. John G. Alford, Secretary
Pennsylvania Public Utility Commission
P. O. Box 3265
Harrisburg, PA 17105-3265

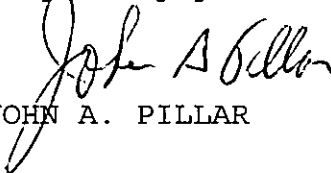
Dear Mr. Alford:

We enclose for filing the following documents in connection with the above transaction:

1. original and two copies of an application to transfer the household goods authority of Hindman Transfer and Storage, Inc. at A.96382, to Donald A. Fix, Jr.;
2. original and four copies of a corresponding ETA/TA application;
3. filing fees in the amount of \$350.00 for the permanent transfer application; and \$100.00 each for the ETA and TA.

Please acknowledge receipt of the enclosures on the duplicate of this letter of transmittal and return it in the stamped, self-addressed envelope provided. If you require any further information in order to process these applications, please advise the undersigned.

Very truly yours,


JOHN A. PILLAR

sw

Enclosures

cc: Hindman Transfer and Storage, Inc.
Donald A. Fix, Jr.
Louis W. Emmi, Esq.

PROFESSIONAL CORPORATION · ATTORNEYS
1106 FRICK BUILDING · PITTSBURGH, PA 15219
(412) 471-3300 · FAX: (412) 471-6068

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

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

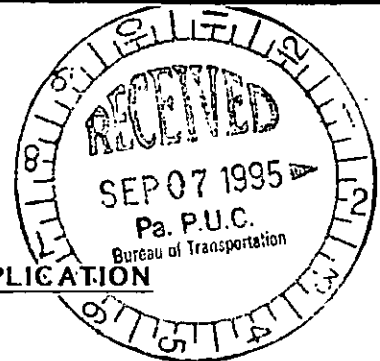
Application of Donald A. Fix, Jr.
(Applicant/Transferee-Buyer)

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

No. A-96382, Folder No. _____, issued to
Hindman Transfer and Storage, Inc.
(Transferor-Seller)

for transportation of household goods
(persons-property)

PUC USE ONLY 701557
Docket No. A-00112433
Folder No. _____



SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

1. Donald A. Fix, Jr.
(Full and correct name of applicant/transferee)

2. N/A
(Trade name, if any)

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

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

3. 4920 Buttermilk Hollow Road
(Business Street Address) (P.O. Box, if any)

Pittsburgh Allegheny PA 15122 412/469-9700
(City) (County) (State) (Zip) (Telephone)

DOCKETED
APPLICATION DOCKET
SEP 7 1995
ENTRY No. _____

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.

None

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

11. The reason for the transfer is Transferor desires to terminate its
household goods transportation operation for financial
reasons.

12a. The following must be attached:

- Sales Agreement.
- List of equipment to be used to render service. (summarize by type)
- Operating authority to be transferred/retained. See Appendix "A" to Agreement.
- Statement of Financial Condition.
- Statement of unpaid business debts of transferor and how they will be satisfied.
- Statement of safety program.
- Statement of transferee's experience.

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

- Partnership Agreement.
- Trade Name registration certificate.
- Certificate of Incorporation. (Pa. Corporation only)
- Certificate of Authority. (Foreign ((out-of-state)) Corporation only)
- Statement of corporate charter purpose. (corporations only)
- List of corporate officers and stockholders. (corporations only)
- Copy of short form certificate showing date of death of transferor and name of executor or administrator/administratrix.

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

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

Transferee sign here: Donald A. Fix, Jr. 8/31/95
(each partner must sign) (Date)
(Corporate Seal) Donald A. Fix, Jr., Owner

HINDMAN TRANSFER AND STORAGE, INC.
Transferor sign here: By: George B. Hindman 8/31/95
(Corporate Seal) George B. Hindman, Secretary

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

COMMONWEALTH OF PENNSYLVANIA :
: SS:
Allegheny County :

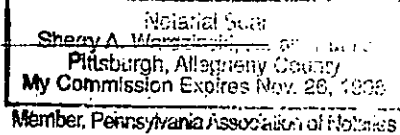
Donald A. Fix, Jr., being duly sworn (affirmed) according to law, deposes and says that the facts above set forth are true and correct; or are true and correct to the best of his knowledge, information and belief and he expects to be able to prove the same at the hearing hereof.

Donald A. Fix, Jr.

Signature of Affiant
Donald A. Fix, Jr.

Sworn and subscribed before me this 31ST
day of August 1995

My Commission Expires



Sherry A. Wardzynski
Signature of Official Administering Oath

AFFIDAVIT OF TRANSFEREE/APPLICANT (Corporation)

COMMONWEALTH OF PENNSYLVANIA :
: SS:
_____ County :

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

Signature of Affiant

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

Signature of Official Administering Oath

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

COMMONWEALTH OF PENNSYLVANIA :
: ss:
_____ County :

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

Signature of Affiant

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

Signature of Official Administering Oath

AFFIDAVIT OF TRANSFEROR/SELLER (Corporation)

COMMONWEALTH OF PENNSYLVANIA :
: ss:
Allegheny County :

George B. Hindman, being duly sworn (affirmed) according to law,
deposes and says that he is Secretary of Hindman Transfer and Storage, Inc. ;
(Office of Affiant) (Name of Corporation)

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

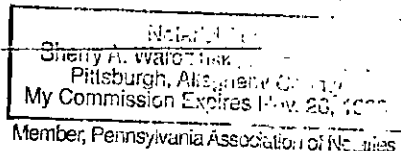
same at the hearing hereof.

George B. Hindman
Signature of Affiant

George B. Hindman

Sworn and subscribed before me this 3/5T
day of August 19 95

My Commission expires _____



Sherry A. Wardzinski
Signature of Official Administering Oath

COPY

A G R E E M E N T

THIS AGREEMENT is made this 31st day of August, 1995, between HINDMAN TRANSFER AND STORAGE, INC. (SELLER), a Pennsylvania corporation having its place of business in Butler County, PA, and DONALD A. FIX, JR. (BUYER), an individual of 4920 Buttermilk Hollow Road, Pittsburgh, Allegheny County, PA.

I. PREMISES

A. SELLER is a motor common carrier of household goods and office furniture, in use, and holds a certificate of public convenience issued by the Pennsylvania Public Utility Commission (PUC) at Docket No. A.96382, which authorizes the transportation of "household goods and office furniture in use", a summary of which is attached hereto as Appendix "A", and a certificate issued by the Interstate Commerce Commission (ICC) at Docket No. MC 47361, a copy of which is attached hereto as Appendix "B", which authorizes the transportation of "household goods as defined by the Commission."

B. BUYER does not hold any operating authority from the PUC or the ICC.

C. SELLER has agreed to sell, and BUYER has agreed to buy, a portion of SELLER's PUC and ICC operating authority to transport household goods as described above (hereinafter sometimes referred to as the "operating rights"), and certain other assets described on Appendix "C" hereto, free and clear of all liens, encumbrances, security interests and other claims.

D. This transaction may require the prior approval of the ICC and PUC. BUYER and SELLER will file and diligently prosecute such applications with the PUC and the ICC for approval of the transaction as may be required (herein called "the permanent application").

E. SELLER is faced with serious financial problems which endanger SELLER's ability to continue to perform adequate and continuous service to the public. For this reason, the parties have made provision in this Agreement for the temporary lease by BUYER of SELLER's PUC operating rights pending action on the permanent applications.

F. BUYER and SELLER will promptly file with the PUC an application for temporary authority for BUYER to lease the PUC operating rights of SELLER which are the subject of the corresponding permanent application, pending action by the PUC on the latter application (herein called "the temporary application").

II. TERMS AND CONDITIONS

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

1. Purchase Agreement. SELLER will sell to BUYER and BUYER will buy, free and clear of all liens, encumbrances, security interests and other claims, the following assets:

1.1 The Pennsylvania intrastate operating rights to transport household goods and office furniture, in use, owned by

SELLER under its outstanding certificate of public convenience issued by the PUC at Docket No. A.96382, a summary of which is attached hereto as Appendix "A";

1.2 The ICC operating rights of SELLER to transport household goods, as defined by the Commission, under its outstanding certificate of public convenience issued by the ICC at Docket No. MC-47361; and

1.3 Certain assets owned by SELLER, a schedule of which is attached hereto as Appendix "C" (herein sometimes referred to collectively as "the Appendix "C" assets").

2. Price and Payment. BUYER will pay to SELLER for the operating rights and the Appendix "C" assets the total sum of Eighty Thousand (\$80,000.00) Dollars, which shall be paid as follows:

2.1 Upon the execution of this Agreement, BUYER shall deliver to the Escrow Agents described herein, the sum of Twenty Thousand (\$20,000.00) Dollars, by certified or bank cashier's check, to be held and disposed of in accordance with the provisions of paragraph 4 herein.

2.2 The balance of the consideration shall be paid by BUYER in thirty-six (36) equal monthly installments, together with interest at the rate of seven (7%) percent per year (simple interest) to SELLER, beginning on the first day of the first month following the closing and with subsequent payments on the first day of each month thereafter until paid in full. The balance due shall be represented by a promissory judgment note in the form attached

hereto as Appendix "D", which note shall be personally guaranteed by Donald A. Fix, Sr. In addition, said note shall be secured by a first lien in favor of SELLER on all PUC operating rights to be acquired by BUYER under this Agreement, as well as all motor vehicle equipment to be purchased from Hindman Leasing by Exclusive Leasing, Inc. in a directly related transaction, and BUYER agrees to execute at the closing the necessary UCC financing statement and a security agreement to effect said liens, and to assure that the encumbrance on the motor vehicles shall be noted on the titles to said motor vehicles at the time they are transferred to the purchaser and to cause the purchaser of said motor vehicles to execute such documents.

3. Allocation of Purchase Price. The total purchase price set forth in paragraph 2 above shall be allocated as follows:

3.1 Nineteen Thousand (\$19,000.00) Dollars for the PUC operating rights set forth on Appendix "A";

3.2 One Thousand (\$1,000.00) Dollars for the ICC operating rights set forth on Appendix "B"; and

3.3 The balance of the consideration due, Sixty Thousand (\$60,000.00) Dollars, shall be for the assets set forth on Appendix "C"; the consideration for the various assets is set forth on Appendix "C" adjacent to each itemized asset.

4. Escrow Fund.

4.1 The escrow fund provided for under subparagraph 2.1 is to be deposited in escrow with John A. Pillar, Esq. of Pittsburgh, PA, the attorney for SELLER, and Louis W. Emmi, Esq.,

the attorney for BUYER (herein jointly called "the escrow agents").

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

4.2 The escrow fund shall, at the option of the escrow agents, be placed in a checking account or other interest-bearing account or security, including bank certificates of deposit, liquid deposit funds and corporate commercial paper.

4.3 Any interest earned on the escrow fund shall be payable to the party to whom the escrow fund is delivered.

4.4 (a) The escrow fund shall be delivered by the escrow agents to SELLER on the final closing date or the temporary authority closing date, whichever occurs first, at which time the transaction shall be consummated pursuant to the terms of this Agreement.

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

(c) In the event the permanent application is approved by the PUC and either party refuses to consummate, the escrow fund shall be disposed of in accordance with subparagraph 4.5.

4.5 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 aforesaid paragraphs:

(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 SELLER, which option shall be exercised by SELLER giving the escrow agents written notice thereof within ten (10) days after the latest date for consummation of the transaction in accordance with the terms hereof, shall be delivered to the SELLER to be retained by SELLER 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 SELLER, SELLER shall have the right to exercise any other rights which it may have under this Agreement. In such event, the escrow agents shall continue to hold the escrow fund pending final resolution of the dispute between the parties.

(b) By SELLER: If SELLER refuses to consummate the transaction in accordance with the terms of this Agreement, BUYER shall have the option to terminate this Agreement by giving SELLER written notice thereof within ten (10) days after the latest date for consummation of the transaction in accordance with the terms hereof. In such event, this Agreement shall forthwith terminate and the parties shall have no further rights or responsibilities hereunder and the escrow fund shall be promptly returned to BUYER.

In the alternative, if the aforesaid option is not exercised by BUYER, BUYER shall have the right to exercise against SELLER all rights which BUYER may have under this Agreement, including the right of specific performance in recognition of the unique nature of the operating rights involved. In such event, the escrow agents shall continue to hold the escrow fund pending final resolution of the dispute between the parties.

4.6 The escrow agents will not be paid a fee for their services as escrow agents and, accordingly, SELLER and BUYER agree to jointly and severally indemnify and hold harmless the escrow agents from any claims, causes of action or adverse effects resulting from their appointment as escrow agents or any actions taken pursuant thereto.

4.7 Any fees or expenses incurred by the escrow agents shall be shared equally by SELLER and BUYER.

5. Applications for Approval. The parties agree that this transaction requires the prior approval of the PUC and the ICC, but that approval of the transfer of the ICC operating rights by the ICC is not a condition precedent to consummation of the balance of the transaction. Therefore, the transaction may not be consummated until final approval is secured by the PUC, except as otherwise specifically provided herein.

Accordingly, within ten (10) days after the execution of this agreement, the following applications will be filed:

5.1 The parties will jointly file with the PUC and the ICC applications seeking permanent approval of the purchase of the

operating rights by BUYER from SELLER; and

5.2 The parties will jointly file with the PUC an application seeking temporary authority for BUYER to lease the operating rights of SELLER pending action on the permanent application by the PUC; the parties recognize that temporary authority may not be obtained from the ICC and approval of the ICC application is not pivotal to the consummation of this transaction.

5.3 BUYER shall pay all filing fees in connection with the filing of the applications and shall cause to have prepared all applications, exhibits and other documents required to obtain ICC and PUC approval of the transaction. However, BUYER agrees that counsel for SELLER will prepare the necessary permanent and temporary authority applications and related exhibits and documents, and BUYER shall reimburse SELLER for one-half of the reasonable legal fees incurred by SELLER for such preparation, which total fee shall not exceed Two Thousand Five Hundred (\$2,500.00) Dollars. Each party shall otherwise bear the expenses of its legal counsel, its accountants and other witnesses.

5.4 BUYER and SELLER will, with due diligence and in good faith, cooperate fully in the preparation, filing and prosecution of the applications and agree to join in and execute any and all such applications and other documents, subject to the approval of counsel. BUYER and SELLER, and their respective counsel and accountants, will supply such information as may be required, attend hearings, present testimony, and otherwise

cooperate to the end that approval of the transaction may be secured.

6. SELLER's Warranties as to Operating Rights and Equipment.

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

6.2 Appendix "C" Assets. SELLER warrants and guarantees that there are no liens, encumbrances, security interests, or claims of any kind applicable to the Appendix "C" assets and that there will be no such claims, liens, encumbrances, or security interests on the final closing date; and that there are, and on the final closing date will be, no actions at law or equity, nor any other proceedings before any court or other agency pending or threatened against SELLER affecting title to the Appendix "C" assets.

6.3 Breach of Warranties by SELLER. If the operating rights or other assets are subject to any liens, encumbrances, security interests, other claims, or any actions at law or in equity on the final closing date, BUYER shall have the option to either declare this Agreement null and void or to satisfy any obligations or liabilities giving rise to such claims and

proceedings and to deduct any such amounts from the total consideration due pursuant to paragraph 3.

7. Denial of Temporary Authority. In the event the PUC should issue a final order denying the temporary application, the parties hereto shall continue to prosecute the permanent applications and this Agreement and all of its remaining applicable terms and conditions shall remain in full force and effect.

8. Temporary Authority Lease. In the event the PUC approves the temporary application, BUYER agrees to lease from SELLER the PUC operating rights immediately upon compliance by BUYER with any conditions of the order of the PUC.

8.1 Payment. Upon the lease of the PUC operating rights by BUYER, the Appendix "C" assets will be delivered to BUYER at which time the total consideration will be paid to SELLER, as stated in paragraphs 2 and 4.4 herein. BUYER shall begin payments on the note on the first day of the first month following the temporary authority closing date.

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

8.3 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 shall bear all losses, if any, incurred in connection with such operations.

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

8.5 Appendix "C" Assets. Upon approval of the temporary lease of the operating rights by the PUC, BUYER shall take possession of the assets of SELLER, as shown on Appendix "C" hereto. SELLER shall execute any documents required to convey legal title or ownership of said assets to BUYER, which shall provide that BUYER shall assume full custody and control of the Appendix "C" assets, and shall bear full responsibility for the custody and control of the Appendix "C" assets during the term of the temporary lease.

8.6 Termination. In the event of approval of the permanent application by the PUC, the temporary authority lease shall terminate upon consummation of the permanent transaction.

In the event of the denial of the permanent application by the PUC, the temporary authority lease shall terminate upon the date BUYER returns the operating rights to SELLER as required by a final order of the PUC and the terms of this Agreement. In such event, BUYER shall return the Appendix "C" assets in the custody and control of BUYER, in the same condition as when received by BUYER, reasonable wear and tear excepted. SELLER shall, in turn, return to BUYER all sums received from BUYER for the operating rights and

Appendix "C" assets, subject to such adjustments as made necessary by the failure or inability of BUYER to return any assets.

9. Denial of the Permanent Application. In the event the PUC, by 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, except as otherwise specifically provided herein as to the return of assets. If the permanent application is denied by the ICC, however, this Agreement shall remain in full force and effect.

10. No Assumption of Liabilities. This Agreement involves only the purchase of tangible assets by BUYER from SELLER. Accordingly, BUYER does not assume any claims, debts, causes of action, judgments or other liabilities or obligations of SELLER by reason of this Agreement.

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

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

11.2 The Board of Directors of SELLER has, by proper resolution, duly authorized the execution and delivery of this Agreement, the filing of the necessary applications with the PUC and the ICC, and the performance of such other actions as may be

required to effectuate the purposes of this Agreement.

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

11.4 The execution and performance of this Agreement by SELLER will not violate any provisions of law or contravene any provisions of the articles of incorporation or bylaws of SELLER.

12. Right to Use Name. Effective on the temporary authority closing date, BUYER shall have the right to use the name "Hindman Moving & Storage" but not "Hindman Transfer and Storage", which name may be retained by SELLER. SELLER agrees to execute any authorizations, releases or other documents, or to take any other action which may be necessary to permit BUYER's full use of the aforesaid name.

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

based on arrangements or agreements made or allegedly made by or on behalf of the indemnifying party.

14. Survival of Representations and Warranties. All provisions in this Agreement applicable to BUYER and SELLER shall be deemed to be representations and warranties and shall survive the consummation of the transaction. SELLER acknowledges that all warranties, representations and covenants made in this Agreement are for the purpose and with the intent of inducing BUYER to purchase the operating rights. BUYER acknowledges that all warranties, representations and covenants made in this Agreement are for the purpose and with the intent of inducing SELLER to sell the operating rights.

15. PUC Assessments. SELLER warrants that all general assessments heretofore made or that may be made pursuant to 66 Pa. C.S.A. § 510 of the Pennsylvania Public Utility Code applicable to any and all operating periods up to the date on which BUYER assumes operations under temporary authority, or if the temporary authority application is denied, up to the final closing date, will be the responsibility of SELLER. In the event the PUC requires the payment of any such assessments due from SELLER as a condition precedent to the consummation of the permanent application, SELLER agrees to promptly pay any such assessments. In the event any such assessments are not paid by SELLER, BUYER shall have the right to advance such payments to the PUC. Any such advance payments shall be considered as adjustments to the purchase price, and shall be

deducted from the earliest payments due SELLER as provided in paragraph 2.

16. Bulk Sales. The parties believe that the Bulk Transfer provisions of the Pennsylvania Uniform Commercial Code, Division 6, 13 Pa. C.S.A. § 6101 et seq. are not applicable to the proposed transaction. Notwithstanding, SELLER agrees to indemnify and hold harmless BUYER from any and all liability arising or asserted under, or in connection with, the aforesaid provisions, including attorney's fees, court costs and other expenses incurred in satisfying or defending any such claims. Any such amounts shall be considered as adjustments to the purchase price and shall be deducted from the earliest payments due SELLER as provided in paragraph 2.

17. Covenant Not to Compete. SELLER and George Hindman and Dennis Hindman, who are Secretary and President respectively, and who supervise the day-to-day management and operations of SELLER, have been engaged in the transportation of household goods in use pursuant to the operating rights which are the subject of this transaction for many years. BUYER recognizes the competitive importance of SELLER and George Hindman and Dennis Hindman in the territory authorized to be served by the operating rights. As an inducement for BUYER to enter into this Agreement, and at BUYER's request, SELLER has agreed and will cause George Hindman and Dennis Hindman to agree to enter into an agreement not to compete with BUYER. The agreement which will be executed on the final closing

date will include the normal and usual provisions contained in such agreements, including the following:

17.1 During the period the covenant not to compete is in effect, SELLER and George Hindman and Dennis Hindman agree that they will not compete, as principal, agent, employee, stockholder, or in any other capacity, either directly or indirectly, with BUYER in the transportation of the commodities authorized to be transported between the territories authorized to be served under the operating rights set forth on Appendix "A" hereto and proposed to be transferred to BUYER pursuant to this Agreement.

17.2 SELLER and George Hindman and Dennis Hindman will not disclose to any party any information which would, in any way, jeopardize or adversely affect the business of BUYER.

17.3 The covenant not to compete will become effective on the final closing date and will continue for a period of ^{four}~~five~~ _{D7} ^{G.H.} years from the date of closing.

⁴~~5~~ _{D7} ^{G.H.} 17.4 The consideration for the covenant not to compete is the total sum of Thirty Thousand (\$30,000.00) Dollars, which sum shall be paid by BUYER to George Hindman and Dennis Hindman in cash or by certified or cashier's check on the temporary or final closing date, whichever occurs first.

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

18.1 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 shall be held at the offices of Pillar • Mulroy & Ferber, P.C. in Pittsburgh, PA.

18.2 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 issuance of any order by the PUC approving the temporary application, or the twentieth (20th) such day if no other day is selected.

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

20. 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:

GEORGE B. HINDMAN, SECRETARY
Hindman Transfer and Storage, Inc.
647 Evans City Road
Butler, PA 16001

BUYER:

DONALD A. FIX, JR.
4920 Buttermilk Hollow Road
Pittsburgh, PA 15122

A copy of any such communication shall also be mailed to the following counsel for the SELLER and BUYER respectively:

JOHN A. PILLAR, ESQ.
Pillar • Mulroy & Ferber, P.C.
1106 Frick Building
Pittsburgh, PA 15219

LOUIS W. EMMI, ESQ.
300 Mt. Lebanon Boulevard
201 Mt. Lebanon Shops
Pittsburgh, PA 15234

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 as to the assets referred to herein. It shall not be modified nor changed by any expressed or implied promises, warranties, guarantees, representations, or other information unless expressly and specifically set forth in this agreement or an addendum thereto properly executed by the parties.

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

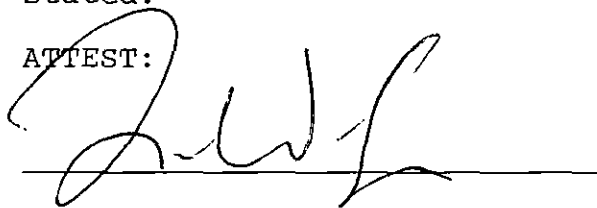
23. Paragraph Headings. The headings referring to the contents of paragraphs of this agreement are inserted for convenience and are not to be considered as part of this Agreement

nor a limitation on the scope of the particular paragraphs to which they refer.

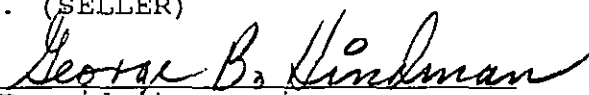
III. EXECUTION

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

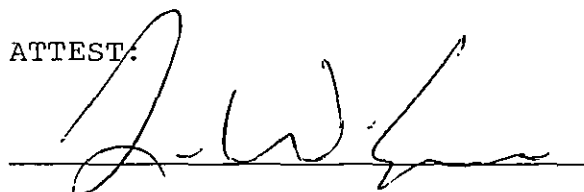
ATTEST:



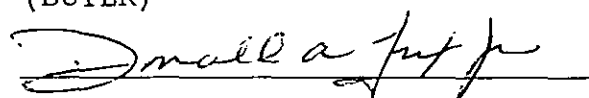
HINDMAN TRANSFER AND STORAGE,
INC. (SELLER)

By: 
President

ATTEST:



DONALD A. FIX, JR.
(BUYER)



APPENDIX "A"

Hindman Transfer and Storage, Inc.
Docket No. A.96382

To transport, as a Class D carrier, household goods and office furniture, in use, between points in the County of Butler and territory north of the city of Butler within twenty-five (25) miles by the usually traveled highways of the limits of said city, and from points in said territory to points in Pennsylvania, and vice versa.

SERVICE DATE
JUNE 3, 1971

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY C-15.1

NO. MC 47361*

HINDMAN TRANSFER AND STORAGE, INC.,
(245 EAST JEFFERSON STREET,
BUTLER, PENNSYLVANIA 16001

ONLY HOUSEHOLD GOC
AUTHORITY TO BE
TRANSFERRED

At a Session of the INTERSTATE COMMERCE COMMISSION, Division 1,
held at its office in Washington, D. C., on the 3rd day of
June, A. D. 1971.

AFTER DUE INVESTIGATION, It appearing that the above-named carrier has complied with all applicable provisions of the Interstate Commerce Act, and the requirements, rules, and regulations prescribed thereunder, and, therefore, is entitled to receive authority from this Commission to engage in transportation in interstate or foreign commerce as a motor carrier; and the Commission so finding;

IT IS ORDERED, That the said carrier be, and it is hereby, granted this Certificate of Public Convenience and Necessity as evidence of the authority of the holder to engage in transportation in interstate or foreign commerce as a common carrier by motor vehicle; subject, however, to such terms, conditions, and limitations as are now, or may hereafter be, attached to the exercise of the privileges herein granted to the said carrier.

IT IS FURTHER ORDERED, and is made a condition of this certificate that the holder thereof shall render reasonably continuous and adequate service to the public in pursuance of the authority herein granted, and that failure so to do shall constitute sufficient grounds for suspension, change, or revocation of this certificate.

IT IS FURTHER ORDERED, That the transportation service to be performed by the said carrier in interstate or foreign commerce shall be as specified below:

IRREGULAR ROUTES:

Cooperage,

From East Butler, Pa., to Cleveland, Ohio; and

NO. MC 47361*, SHEET NO. 2

Silicate,

From Cleveland, Ohio, to East Butler, Pa.

General commodities, except those of unusual value, classes A and B explosives, livestock, household goods as defined by the Commission; commodities in bulk, commodities requiring special equipment, and those injurious or contaminating to other lading,

Between Butler, Pa., on the one hand, and, on the other, points in Pennsylvania within 15 miles of Butler.

Breeding cattle and race and show horses,

Between points in Butler County, Pa., on the one hand, and on the other, Louisville, Ky., and points in New York and Ohio.

Household goods as defined by the Commission,

Between points in that part of Pennsylvania south of U. S. Highway 322, west of Pennsylvania Highway 28, and north of U. S. Highway 30, including points on the indicated portions of the highways specified, on the one hand, and, on the other, points in Connecticut, Illinois, Indiana, Kentucky, Maryland, Massachusetts, Michigan, Missouri, New Jersey, New York, Ohio, Virginia, and West Virginia.

AND IT IS FURTHER ORDERED, That this certificate shall supersede Certificate No. MC 47361, issued October 20, 1961, acquired by the above-named carrier pursuant to MC-FC 72659, and that said certificate be, and it is hereby, canceled.

By the Commission, division 1.

ROBERT L. OSWALD,
Secretary

(SEAL)

*This certificate embraces the operating rights in the certificate superseded and canceled in the last ordering paragraph above.

ONLY HOUSEHOLD GOODS
AUTHORITY TO BE
TRANSFERRED

APPENDIX "C"

Schedule of Other Assets To Be
Transferred by Seller to Buyer

<u>Asset Description</u>	<u>Purchase Price</u>
Storage Pallets (300 more or less))	
Yale Forklift Truck (4,000 lbs.))	
Pads, dollies, ramps, straps, wood)	
decking, ladders and bars)	\$ 50,000
(see attached list))	
Use of name "Hindman Moving" and telephone numbers of Hindman Transfer and Storage, Inc.	<u>10,000</u>
<u>TOTAL</u>	<u>\$ 60,000</u>

HINDMAN EQUIPMENT INVENTORY

<u>ITEM</u>	<u>AMOUNT</u>
Pads	60 Dozen (approximately)
Skins	40 Dozen (approximately)
Floor Dollies	8
Appliance Dollies	6
Two Wheel Dollies	6
Piano Boards	4
Straps with buckles	60
Bands	22 Dozen
Decking Bars	70
Boxes	600 Assorted Sizes
Pallets	290 - 300
Ladders	6
Faper Pads	8 Dozen
Extra Crate Panels	10
Fork Trucks	1

George B. Hindman
Signature (George B. Hindman)

Donald A. Fix
Signature (Donald A. Fix)

8/22/95
Date

8/27/95
Date

APPENDIX "D"

PROMISSORY NOTE

AMOUNT: \$60,000.00

DATE: _____

FOR VALUE RECEIVED, the undersigned, hereinafter called MAKER, promises to pay to the order of HINDMAN TRANSFER AND STORAGE, INC., or their assigns, the sum of Sixty Thousand and 00/100 (\$60,000.00) Dollars, with simple interest at the rate of seven (7%) percent per year, payable in thirty-six (36) equal monthly installments, beginning on the first day of the first month following closing, with subsequent payments due on the first day of each month thereafter until paid in full, in accordance with the schedule of payments attached hereto and made a part hereof.

Upon default in payment after demand is transmitted to MAKER, the whole of the principal sum and all interest accrued thereon shall, at the option of the holder hereof, become immediately due and payable without further demand or notice.

POWER TO CONFESS JUDGMENT: The undersigned hereby authorizes and empowers any Prothonotary or any attorney of any court of record within the United States or elsewhere to appear for the undersigned and, with or without declaration filed, confess judgment against the undersigned in favor of the payee or any holder hereof for the above sum if not paid when due, whether by acceleration or otherwise, with costs of suit and attorney's commission of ten (10%) percent for collection, with release of errors, without stay of execution or right of appeal, waiving all laws exempting real or personal property from execution, and inquisition and extension upon any levy on real estate are hereby waived and condemnation agreed to and no benefit of exemption will be claimed under and by virtue of any exemption law now in force or which may be hereafter passed. No single exercise of the foregoing power to confess judgment shall be deemed to exhaust the power, whether or not such exercise shall be held by any court to be valid, voidable or void, but the power shall continue undiminished and it may be exercised from time to time as often as holder shall elect, until such time as holder shall have received payment in full of the debt, interest and costs.

No failure on the part of the holder to exercise any of its rights hereunder shall be deemed a waiver of such rights or of any default. Any notice which the holder hereof shall elect to give

shall be deemed to be given if deposited in the mails addressed to any of the undersigned at his address on the holder's records.

WITNESS the due execution and sealing hereof.

WITNESS:

Secretary

Donald A. Fix, Jr.

* * *

PERSONAL GUARANTEE

The undersigned, Donald A. Fix, hereby agrees to individually and personally guarantee that the MAKER will faithfully tender all payments required herein. If the MAKER fails to tender any payments at the times and in the manner herein provided, Donald A. Fix personally guarantees that he will pay the full amount of this Note to Hindman Transfer & Storage, Inc., together with all interest due, and that guarantor otherwise agrees to, and is bound by, all other terms and conditions of this Note, including Payee's power to confess judgment against the guarantor in the event of default.

Dated at _____, this ____ day of _____,
1995.

WITNESS:

Donald A. Fix, Sr.

Loan/Annuity Amortization Schedule

Annual Percentage Rate = 7.0000% - Principal = \$60,000.00

MAKER: Hindman Moving, Inc.
 PAYEE: Hindman Transfer and Storage, Inc.

Payment Number	Payment Date	Principal Payment	Interest Payment	Total Payment	Remaining Principal Balance	Total Loan Balance
1	10/01/1995	1502.63	350.00	1852.63	58497.37	64841.90
2	11/01/1995	1511.40	341.23	1852.63	56985.97	62989.27
3	12/01/1995	1520.21	332.42	1852.63	55465.76	61136.64
Subtotal 1995		4534.24	1023.65	5557.89		
4	01/01/1996	1529.08	323.55	1852.63	53936.68	59284.01
5	02/01/1996	1538.00	314.63	1852.63	52398.68	57431.38
6	03/01/1996	1546.97	305.66	1852.63	50851.71	55578.75
7	04/01/1996	1556.00	296.63	1852.63	49295.71	53726.12
8	05/01/1996	1565.07	287.56	1852.63	47730.64	51873.49
9	06/01/1996	1574.20	278.43	1852.63	46156.44	50020.86
10	07/01/1996	1583.38	269.25	1852.63	44573.06	48168.23
11	08/01/1996	1592.62	260.01	1852.63	42980.44	46315.60
12	09/01/1996	1601.91	250.72	1852.63	41378.53	44462.97
13	10/01/1996	1611.26	241.37	1852.63	39767.27	42610.34
14	11/01/1996	1620.65	231.98	1852.63	38146.62	40757.71
15	12/01/1996	1630.11	222.52	1852.63	36516.51	38905.08
Subtotal 1996		18949.25	3282.31	22231.56		
16	01/01/1997	1639.62	213.01	1852.63	34876.89	37052.45
17	02/01/1997	1649.18	203.45	1852.63	33227.71	35199.82
18	03/01/1997	1658.80	193.83	1852.63	31568.91	33347.19
19	04/01/1997	1668.48	184.15	1852.63	29900.43	31494.56
20	05/01/1997	1678.21	174.42	1852.63	28222.22	29641.93
21	06/01/1997	1688.00	164.63	1852.63	26534.22	27789.30
22	07/01/1997	1697.85	154.78	1852.63	24836.37	25936.67
23	08/01/1997	1707.75	144.88	1852.63	23128.62	24084.04
24	09/01/1997	1717.71	134.92	1852.63	21410.91	22231.41
25	10/01/1997	1727.73	124.90	1852.63	19683.18	20378.78

Payment Number	Payment Date	Principal Payment	Interest Payment	Total Payment	Remaining Principal Balance	Total Loan Balance
26	11/01/1997	1737.81	114.82	1852.63	17945.37	18526.15
27	12/01/1997	1747.95	104.68	1852.63	16197.42	16673.52
Subtotal	1997	20319.09	1912.47	22231.56		
28	01/01/1998	1758.15	94.48	1852.63	14439.27	14820.89
29	02/01/1998	1768.40	84.23	1852.63	12670.87	12968.26
30	03/01/1998	1778.72	73.91	1852.63	10892.15	11115.63
31	04/01/1998	1789.09	63.54	1852.63	9103.06	9263.00
32	05/01/1998	1799.53	53.10	1852.63	7303.53	7410.37
33	06/01/1998	1810.03	42.60	1852.63	5493.50	5557.74
34	07/01/1998	1820.58	32.05	1852.63	3672.92	3705.11
35	08/01/1998	1831.20	21.43	1852.63	1841.72	1852.48
36	09/01/1998	1841.72	10.74	1852.46	0.00	0.00
Subtotal	1998	16197.42	476.08	16673.50		
Report	Totals -->	60000.00	6694.51	66694.51		

(1)	Company Unit Number (Only 6 digits)	Complete Vehicle Identification Number (Serial Number)	Make of Vehicle	Year	LICENSE#
(1)	293-37 TT	1HSRAKLN7EHB22056 CO9670	INT'L	84	LJ5596
(2)	293-39 TT	1HSRAKLN2EHB22062 CO9670	INT'L	84	LJ5597
(3)					
(4)	293-31 TR	1GDL7DIG7HV512795 TC7D042	GMC	87	AB01712
(5)	293-43 TR	1GDL7DIG9HV513219 TC7D042	GMC	87	AB25459
(6)					
(7)	TRAILERS				
(8)	293-02	1KKVE4528EL069135 FVCC-45	KENTUCKY	84	TZ83707
(9)	293-18	1KKUE4825FL073320 ELECTRONICS	KENTUCKY	85	Z27965
(10)					
(11)					
(12)					
(13)					
(14)					
(15)					
(16)					
(17)					
(18)					
(19)					
(20)					

DONALD A. FIX, JR.

STATEMENT OF FINANCIAL CONDITION

AUGUST 30, 1995

(Unaudited)

STEPHANS & COMPANY, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

P.O. BOX 829 • BETHEL PARK, PENNSYLVANIA 15102
(412) 746-5200 • FAX (412) 746-5257

Robert P. Stephans, CPA
John F. Kun, CPA, MST

Members
American And Pennsylvania
Institutes of Certified
Public Accountants

Donald A. Fix, Jr.
4984 Wheaton Drive
Pittsburgh, Pennsylvania 15236

We have compiled the accompanying statement of financial condition of Donald A. Fix, Jr. as of August 30, 1995 in accordance with Statement on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of the individuals whose financial statements are presented. We have not audited or reviewed the accompanying statement of financial condition and accordingly, do not express an opinion or any other form of assurance on it; however, we did become aware of the departure from generally accepted accounting principles that is described in the following paragraph.

Generally accepted accounting principles require that personal financial statements include a provision for income taxes on the difference between the estimated current values of assets and the estimated current amount of liabilities and their tax basis. The accompanying financial statement does not reflect such a provision, although some consideration of the potential tax liability has been considered in determining the estimated value. The effect of this departure from generally accepted accounting principles has not been determined.

Stephans & Company, P.C.
STEPHANS & COMPANY, P.C.
Certified Public Accountants
August 30, 1995

DONALD A. FIX, JR.
STATEMENT OF FINANCIAL CONDITION
AUGUST 30, 1995

(Unaudited)

	Estimated Market Value

Assets	
Cash in Bank (Note 2)	\$ 21,000
Marketable securities (Note 3)	6,221
Individual Retirement Account	1,000
Cash surrender value - insurance	3,000
Rental property (Note 4)	50,000
Collectibles	1,500

Total assets	\$ 82,721
Liabilities	
Credit card debt	1,900
Student loans	10,080

Total liabilities	\$ 11,980

Net worth	\$ 70,741
	=====

See accompanying notes and accountants' report

DONALD A. FIX, JR.
NOTES TO FINANCIAL STATEMENT
AUGUST 30, 1995

(Unaudited)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accompanying financial statement includes the assets and liabilities of Donald A. Fix, Jr. Assets are stated at their estimated current values and liabilities at their estimated current amounts.

NOTE 2 - CASH

The cash value consists of the following holdings at August 30, 1995:

Checking account at PNC Bank - Whitehall Branch	\$ 21,000
---	-----------

NOTE 3 - MARKETABLE SECURITIES

The estimated current values of marketable securities are either: their quoted closing prices; or for securities not traded on the financial statement date, amounts that fall within the range of quoted bid and asked prices on the last preceding trade data.

Security	Number of Values	Estimated Current
International Equities	160	\$ 2,032
Small Capital Equity	147	2,189
Aim Funds	83	2,000
		<u>\$ 6,221</u>

NOTE 4 - RENTAL PROPERTY

Rental property consists of a residential dwelling at 224 Southvue Drive, Pittsburgh, Pennsylvania acquired in May 1995 for \$50,000.

PNCBANK

September 5, 1995

Public Utility Commission

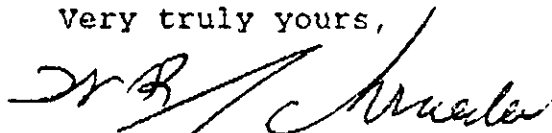
RE: Hindman Moving and Storage
Donald A. Fix, Jr.

To Whom It May Concern:

This is to verify that the above mentioned customer of PNC Bank does have credit with our bank in the amount of \$25,000.00. The funds are available to use at his discretion.

I hope this information is of assistance to you.

Very truly yours,



W. R. Schroeder
Vice President

WRS/cmp

STATEMENT OF EXPERIENCE OF TRANSFEREE/BUYER

The transferee/buyer, Donald A. Fix, Jr., has been affiliated with a moving company for the past six years and, therefore, is thoroughly familiar with the management and operations of a moving business. Transferee/buyer has the knowledge and ability to manage and operate the business of the transferor, including the storage and warehousing of household goods and the removal of household goods and delivery from residence to residence.

SAFETY PROGRAM

The transferee will comply with all of the rules and regulations of the Pennsylvania Public Utility Commission and the Department of Transportation in the operation and management of its moving business. Drivers will be subject to a written and a road test and their backgrounds will be checked before they are employed. The transferee will have in place a drug testing program and will otherwise comply with the safety regulations of the Department of Transportation and the Public Utility Commission. A safety meeting will be held on a regular basis with all employees of applicant and equipment will be inspected on a regular basis.

STATEMENT OF UNPAID BUSINESS DEBTS

The transferor has unpaid business debts amounting to approximately \$50,356.62. A list of those debts is attached to this application. These debts will be paid from the proceeds of the transaction following the closing, unless they have been previously paid from existing accounts receivable.

TELEPHONE		=	1267.20
TNC	122.81		
North Pittsburgh	52.49		
United Telephone	1091.90		
ELECTRIC		=	414.27
West Penn Power	414.27		
GAS		=	393.43
T W Phillips	393.43		
ADVERTISING		=	1437.70
BRYP	960.00		
Brown & Higelow	477.70		
GARBAGE DISPOSAL		=	120.00
Vogel's	120.00		
GASOLINE AND FUEL		=	2571.98
Butler Petroleum	2571.98		
LEGAL AND ACCOUNTING		=	1070.56
Michael J Zima	795.00		
Pillar and Mullroy	275.56		
PACKING MATERIAL		=	4356.05
Mover Packaging	4183.25		
Morris Paper	172.80		
REPAIR AND MAINTENANCE		=	6149.42
Kern Auto Parts	41.16		
Butler Truck Parts	750.00		
CCC Parts	648.43		
Hunters Truck Sales	884.04		
Hollman Auto Parts	19.51		
Keystone Spring Service	743.58		
Magill's	1989.68		
Murdie's Auto Parts	138.86		
Schuman's Tire Service	50.88		
Webb's Garage	356.03		

Waichey's Auto Glass 100.00
 Wicksenhofer Garage 45.00
 Fleetwash 382.25

OFFICE SUPPLIES AND MAINTENANCE = **1581.83**

Koch Hardware 107.63
 Don Slabe Printing 103.41
 Boxy's Business Machines 52.47
 Milestone Technologies 847.00
 Mon-D-Aid 16.35
 Lou Negley's bottled water 97.28
 Stuloh Service 184.44
 Terminix 78.44
 Agway 1.06
 Fire Fighters 93.75

POSTAGE AND SHIPPING = **23.75**

UPS 23.75

MISCELLANEOUS = **1987.78**

Credit Cards 1836.84
 150.94

WHEATON = **21275.16**

DUES = **1130.50**

National Fed of Ind Busi 100.00
 American Mov Conf 370.00
 Butler City Chamber 177.00
 Brady Paul Lodge 25.00
 PA Mov & Stg 100.00
 Instate ITIG 358.50

FUEL TANKS INS = **1700.00**

DER 100.00
 USTUF 300.00
 1300.00

INSURANCE AND DEDUCTIBLES = **3478.99**

Alexander & Alexander 330.29

Blue Cross/Blue Shield(mother) 198.70
Kansas City Life 1250.00
Nationwide Ins 1250.00
250.00

PUC

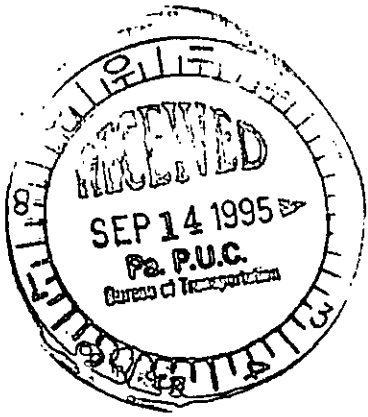
=

1398.00

GRAND TOTAL

=

50356.62



PILLAR · MULROY & FERBER

Copy of
previously transmitted
FAX

September 12, 1995

Re: Donald A. Fix, Jr.--Purchase--
Hindman Transfer and Storage, Inc.

FAX TRANSMISSION
717/787-5961

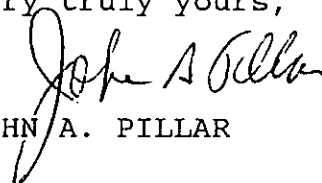
Peter S. Marzolf
Technical Review Section
Pennsylvania Public Utility Commission
P. O. Box 3265
Harrisburg, PA 17105-3265

Dear Mr. Marzolf:

Please be advised that Donald A. Fix, Jr., the applicant in the above recently filed application, is the son of Donald A. Fix, Sr., who does business as Don Farr Moving, and who apparently presently holds some operating rights from the Pennsylvania Public Utility Commission.

If you require any further information, please advise.

Very truly yours,


JOHN A. PILLAR

SW
cc: Donald A. Fix, Jr.





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

IN REPLY PLEASE
REFER TO OUR FILE

November 10, 1995

JOHN A PILLAR
ATTORNEY AT LAW
1106 FRICK BUILDING
PITTSBURGH PA 15219

In re: A-00112441 - Application of Donald A. Fix, Jr.

Dear Sir:

Acknowledgement is made of an application filed by you on behalf of Donald A. Fix, Jr. for permanent and temporary authority.

The application has been captioned as attached and will be submitted for review, provided no protests are filed on or before December 4, 1995.

This application is accepted with the understanding that the transferor will continue to render the service and comply with all the rules of the Commission, including the carrying of continuous insurance, until final disposition is made of the application by the Commission.

You are further advised that the above application will be published in the Pennsylvania Bulletin of November 11, 1995.

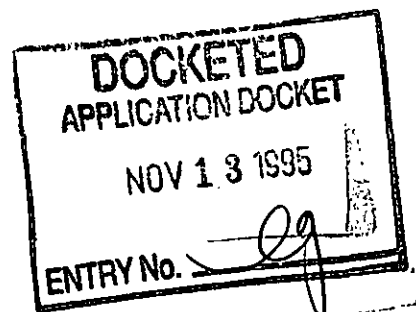
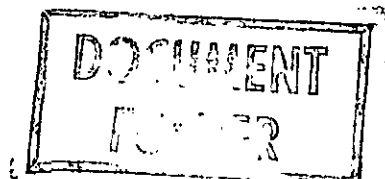
Very truly yours,

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

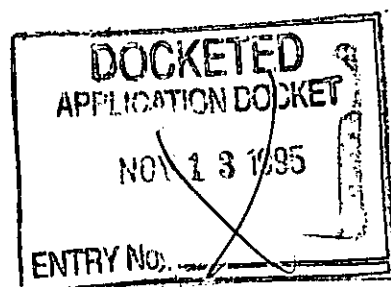
PSM:lg

cc: Applicant

DONALD A FIX JR
4920 BUTTERMILK HOLLOW ROAD
PITTSBURGH PA 15122



A-00112441 DONALD A. FIX, JR. (4920 Buttermilk Hollow Road, Pittsburgh, Allegheny County, PA 15122) - household goods and office furniture, in use, between points in Butler County and the territory north of the city of Butler within twenty-five (25) miles of the usually traveled highways of the limits of said city, and from points in said territory to points in Pennsylvania, and vice versa; which is to be a transfer of a portion of the rights authorized under the certificate issued at A-00096382 to Hindman Transfer and Storage, Inc., a corporation of the Commonwealth of Pennsylvania, subject to the same limitations and conditions. APPLICATION FOR TEMPORARY AUTHORITY HAS BEEN FILED AT A-00112441, SEEKING THE RIGHT CITED ABOVE. Attorney: John A. Pillar, 1106 Frick Building, Pittsburgh, PA 15219.



PENNSYLVANIA
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

Published in Pennsylvania Bulletin

NOV 11 1995

BUREAU OF TRANSPORTATION & SAFETY
COMMON CARRIER
OCTOBER, 1995

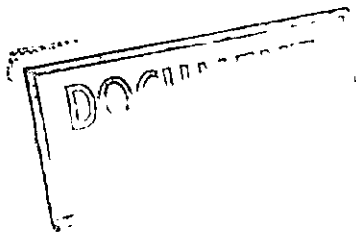
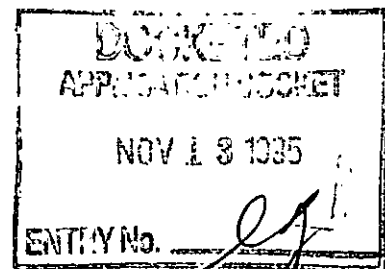
A-00112441

Application of Donald A. Fix, Jr., for the right to begin to transport as a common carrier, by motor vehicle, household goods and office furniture, in use, between points in Butler County and the territory north of the city of Butler within twenty-five (25) miles of the usually traveled highways of the limits of said city, and from points in said territory to points in Pennsylvania, and vice versa; which is to be a transfer of a portion of the rights authorized under the certificate issued at A-00096382 to Hindman Transfer and Storage, Inc., a corporation of the Commonwealth of Pennsylvania, subject to the same limitations and conditions. APPLICATION FOR TEMPORARY AUTHORITY HAS BEEN FILED AT A-00112441, SEEKING THE RIGHT CITED ABOVE.

LKF:rs

11/1/95

Application Received: 09/07/95
Application Docketed: 09/07/95



DEC 04 1995

Protests due _____