

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

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of
TPD Transportation LLC D/B/A Bruce Schmidt Moving
(Applicant/Transferee-Buyer)

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

No. A-00106991, Folder No. _____, issued to
Bruce Schmidt Moving Company
(Transferor – Seller)

for transportation of household goods.
(persons – household goods)

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

1. TPD Transportation LLC D/B/A Bruce Schmidt Moving
(Full and Correct Name of Applicant/Transferee)

2. Bruce Schmidt Moving
(Trade Name, If Any)

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

on _____ (attach copy of stamped registration form.)
(Date)

3. 406 Geisler Dr. _____ (P. O. Box, If Any)
(Business Street
Address)

Pittsburgh _____ Allegheny PA _____ 15221
(City) (County) (Zip)

412-519-9022 _____ Tpdaugherty7@gmail.com
(Telephone) (E-mail Address)

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

William H. Stewart III, Esq. 310 Grant St., Ste. 2310, Pittsburgh, PA 15219
(Name) (Address)

412-471-1800 wstewart@vuonogray.com
(Telephone) (E-mail Address)

5. Any documents should be mailed to:

Transferee: Timothy P. Dougherty 406 Geisler Rd., Pittsburgh, PA 15221
(Name) (Address)

Tpdougherty7@gmail.com
(E-mail Address)

Transferor: Bruce Schmidt 1308 S. Negley Avenue, Pittsburgh, PA 15217
(Name) (Address)

Bruschmidt100@gmail.com
(E-mail Address)

6. Applicant does not hold Pa. P. U. C. authority under Docket Number
(does or does not)

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

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

Docket No. A-.

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
------	---------

Name	Address
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Name	Address
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- Limited Liability Company. Organized under the laws of the Commonwealth of Pennsylvania and qualified to do business in Pennsylvania by registering with the Secretary of the Commonwealth on November 13, 2020 (Entity Number 7165198) (Attach copy of Certificate of Incorporation or Authority and statement of charter purpose). Include as an attachment a list of corporate officers and their titles and the names, addresses and number of shares held by each stockholder.

9. If applicant, its stockholder 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.

10. Applicant proposes to acquire part of the operating rights now held by transferor.
(all or part)

Attach a 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 attached.**

11. The reason for the transfer is

Bruce Schmidt, owner of Bruce Schmidt Moving Company, is retiring. He is selling the business to Applicant, an entity formed by an employee of the company, Timothy Patrick Dougherty.

12.

a. The following must be attached:

- Sales Agreement **(Attached)**
- List of equipment to be used to render service. **(Attached)**
- Operating authority to be transferred/retained. **(ATTACHED)**
- Statement of Financial Position **(see Verified Statement)**
- Statement of unpaid business debts of transferor and how they will be satisfied. **(Attached)**
- Statement of Safety Program. **(see Verified Statement)**
- Statement of transferee's experience. **(see Verified Statement/ ATTACHED RESUME LETTER)**

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

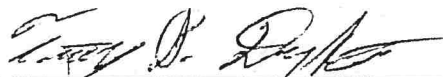
- Partnership Agreement
- Trade Name registration certificate.
- Certificate of Incorporation. (Pa. Corporations only)
- Certificate of Authority. (Foreign (out-of-state) Corporations only).
- Statement of Corporate charter purpose. (Corporations only)
- List of Corporate officers and stockholders. (Corporations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

13. Transferor attests that all General Assessments and fines are paid 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:

 12/4/2020
 (Each Partner Must Sign) (Date)

(Corporate Seal)

Transferor sign here:

 12/4/2020

(Corporate Seal)

APPLICATION VERIFICATION

I/We hereby state that the statements made in the application are true and correct to the best of my/our knowledge, information and belief.

The undersigned understand(s) that false statements herein are made subject to the penalties of 18 Pa. C. S. Section 4904 relating to Unsworn Falsification o Authorities.

TRANSFEROR

(SELLER)

Bruce Schmidt



12/4/2020

(Print Name)

(Signature)

(Date)

(Print Name)

(Signature)

(Date)

(Print Name)

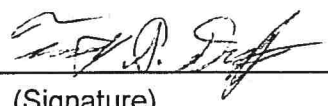
(Signature)

(Date)

TRANSFeree (BUYER)

Timothy Patrick

Dougherty



12/4/2020

(Print Name)

(Signature)

(Date)

(Print Name)

(Signature)

(Date)

(Print Name)

(Signature)

(Date)

If the Applicant is a sole proprietor, he/she must complete and sign the Application Verification form. If the application is for a partnership, all partners to the partnership agreement must sign this form. If the Applicant is incorporated, the President or Secretary must sign this form.

VERIFIED STATEMENT OF APPLICANT

THE FOLLOWING INFORMATION IS REQUIRED BY THE COMMISSION TO DETERMINE THE APPLICANT'S FITNESS TO OPERATE. STATEMENTS SHOULD BE TYPED OR PRINTED. ILLEGIBLE STATEMENTS WILL DELAY YOUR APPLICATION.

TPD Transportation LLC D/B/A Bruce Schmidt Moving

Legal Name of Applicant			
Bruce Schmidt Moving			
Trade Name, if any			
406 Geisler Dr.	Pittsburgh	PA	15221
Street Address (principal place of business)	City or Municipality	State	Zip Code

The Verified Statement of the Applicant is more or less a business plan, or your proposal for providing the transportation service for which you are making application. Prior to deciding to make application for operating authority from the Public Utility Commission, you likely gave much consideration to the manner in which you would operate the business in order that you could provide satisfactory service to your customers and so that you could make a reasonable profit. As part of the application process, you must provide the Commission with your proposal to provide the transportation service.

At minimum, the Verified Statement of the Applicant should include a discussion of the numbered items listed below and on the following pages. You are encouraged to provide as much information as possible about the particular subject as is necessary to fully explain your plan. If you fail to provide sufficient information about the subjects listed below, it may cause the review of your application to be delayed until you provide the necessary information. If you need more space to provide your explanation, please attach additional pages that list the appropriate item by number.

1. Identify the person making the Verified Statement on behalf of the applicant. If the applicant is a sole proprietor making the statement, this will be the same information as provided above. If an employee/officer of applicant is making the statement, give name, title, business address and telephone number, and indicate that the applicant's directors/owners/partners/etc. have authorized the witness to speak for the business.

Timothy Patrick Dougherty. Mr. Dougherty is the sole member of TPD Transportation LLC D/B/A Bruce Schmidt Moving and is authorized to speak for the business. The business address is 406 Geisler Dr., Pittsburgh, PA 15221. The business telephone number is 412-519-9022.

2. List the applicant's affiliation (owner, manager, controls) with any other carrier, with the description of affiliation.

Applicant is not affiliated with any other carriers.

3. Describe your business experience, particularly any experience relating to the operation of a transportation service. You may also include an explanation of education or training that you believe may be relevant.

See attached responses

4. Describe your facilities, record maintenance plan and your communication network. Please include a description of your physical location, to include the office area, office machines that will be utilized, and the facility to house vehicles. Household goods in use carriers should include a description of their storage facilities, if applicable. Please include an explanation of your plan to maintain records required by the PUC, as well as normal business records. In regard to your communication network, please explain how you will receive customer requests for transportation, how you will dispatch the vehicles to fulfill the request, and how you will maintain continuous communication with your drivers. Finally, please state your intended business hours.

See attached responses

5. Please state the number of employees you intend to use, along with a description of their duties. Please explain why that number of employees is appropriate to provide reasonable and efficient service to the geographical territory you will be serving. **(Do not address drivers in your explanation about this item; drivers are addressed separately in item # 6).**

See attached responses

6. Please state the number of drivers you intend to use or hire in your business and explain why that number of drivers is appropriate for the size of the geographical territory you will be serving. In addition, please explain:
 - a. Your hiring standards for drivers:
 - b. Your system to ensure prospective drivers will be subject to a criminal background check:
 - c. Your driver training program:
 - d. Your system for ensuring that your drivers are properly licensed at all times:
 - e. Your system to ensure that all drivers will be subject to a criminal background check every two years;
 - f. Your policies regarding alcohol and drug use by your drivers.

See attached responses

7. Please state the number of vehicles you plan to use in your business and why that number is appropriate to provide reasonable and efficient service to the geographical territory you will be serving. If you have already obtained vehicles for your business, please list them in the chart below. Taxicabs and limousines may not be used if the vehicle's age is greater than eight model years.

See attached response

<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>SEATING CAPACITY</u>	<u>VEHICLE ID #</u>
2006	Ford	E350	2	1FDWE35606DA1704
1997	Ford	E350	2	1FDKE30L7VHB11090

8. Describe your vehicle safety program. Please include the following in your explanation:
- Your periodic vehicle maintenance plan;
 - Your system for ensuring your vehicles will continuously comply with Pennsylvania's equipment standards (67 Pa. Code, Chapter 175) that are applicable to the type of vehicles used in your business;
 - Your system for ensuring your vehicles will maintain compliance with the PUC's requirements for passenger service at 52 Pa. Code, Section 29.403 (applicable to passenger applicants only);
 - Your system for replacing vehicles once they are greater than eight model years in age in compliance with 52 Pa. Code, Section 29.314(d) (applicable to taxicabs) or 52 Pa. Code, Section 29.333(e) (applicable to limousines);
 - Your system for ensuring the filing of an annual vehicle list (taxicabs and limousines);
 - Your system for ensuring your vehicles will comply with the requirements of 49 CFR Parts 393 and 396, as adopted by the PUC at 52 Pa. Code, Chapter 37 (applicable to HHG applicants).

See attached responses

9. Please explain what steps you have taken to determine if you can obtain and pay the premiums to maintain insurance coverage for the proposed number of vehicles for your business.

See attached responses

10. Please describe your customer service standards. Within your description, please explain:
- Your plan to inform customers of the procedures for filing complaints with the PUC;
 - Your intended customer complaint resolution procedure.

See attached responses

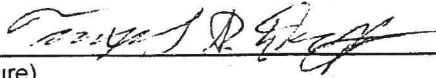
11. Criminal Record. Have you, any members (if LLC or LLP), shareholders, or officers (corporations) been convicted of a misdemeanor or felony for which you remain subject to supervision by a court or correctional institution?

___ YES X NO

12. Financial Data. In addition to demonstrating your technical fitness, you must also demonstrate that you possess the financial fitness to provide the proposed transportation service. Therefore, you must complete both parts of the "Statement of Financial Position", which follows this page. The first part is the Balance Sheet. You need only provide the applicable information. The second part of the Statement of Financial Position is the Projected Income Statement. The projection is your estimation of expected revenues and specific expenses for one year. You should use the projected information, along with the financial data reported on your balance sheet to help you determine if the proposed business can be feasible. Please feel free to also provide clarification information with your "Statement of Financial Position", which explains why you believe you have sufficient funds to ensure your transportation business can provide reliable service to the public in a safe manner.

Verification of Statement

The undersigned deposes and says that he/she is authorized to and does make this verification and that the facts set forth therein are true and correct to the best of his/her knowledge, information, and belief. The undersigned understands that false statements herein are made subject to penalties of 18 Pa. C. S. Section 4904 relating to unsworn falsification to authorities.



(Signature)

Timothy Patrick Dougherty

(Name and Title, printed or typed)

12/4/2020

(Date)

Timothy Patrick Dougherty

Statement of Financial Position (Balance Sheet)
As of (date) _____

ASSETS

Current Assets			
Cash		<u>5,000.00</u>	
Accounts Receivable		<u>0</u>	
Notes Receivable		<u>0</u>	
Other Current Assets (specify)		<u>15,000.00 (savings)</u>	
Total Current Assets			<u>20,000.00</u>
Tangible Assets			
Motor Vehicle Equipment		<u>14,500.00</u>	
Less: Accumulated Depreciation		<u>0</u>	
=			<u>14,500.00</u>
Building and Structures		<u>0</u>	
Less: Accumulated Depreciation		<u>0</u>	
=			<u>0</u>
Office Equipment		<u>0</u>	
Less: Accumulated Depreciation		<u>0</u>	
=			<u>0</u>
Land			<u>0</u>
Investments and Funds (specify)			<u>0</u>
Intangible Assets			<u>0</u>
Other Assets (advances and idle equipment – specify)			<u>0</u>
TOTAL ASSETS			<u>34,500.00</u>

LIABILITIES

Current Liabilities (Due within one year of date)			
Accounts Payable		<u>0</u>	
Notes Payable		<u>0</u>	
Equipment Obligations		<u>0</u>	
Other Liabilities (Attach schedule)		<u>0</u>	
Total Current Liabilities			<u>0</u>
Long Term Liabilities (Due after one year of date)			
Accounts Payable		<u>0</u>	
Notes Payable		<u>0</u>	
Equipment Obligations		<u>0</u>	
Other Liabilities (Attach Schedule)		<u>0</u>	
Total Long-Term Liabilities			<u>0</u>
TOTAL LIABILITIES			<u>0</u>

NET WORTH (Partnerships and individuals, only) 34,500.00

<u>OWNER'S EQUITY</u> (Corporations only)			
Capital Stock			<u>N/A</u>
Additional Paid-in Capital			<u>N/A</u>
Retained Earnings		<u>N/A</u>	
Less: Treasury Stock		<u>N/A</u>	
Total Owner's Equity			<u>0</u>

TOTAL LIABILITIES & OWNER'S EQUITY **34,500.00**

Timothy Patrick Murphy

**STATEMENT OF FINANCIAL POSITION
One Year Projected Income Statement**

REVENUE and GAINS

Operating Revenue	50,000.00
Net Revenue from non-carrier operations	0
Dividend and interest revenues	0
Other non-operating revenue	0
Gains	0
Total Revenue and Gains	50,000.00

EXPENSES

Equipment Maintenance and Garage Expense	1,500.00
Insurance Expense	3,800.00
Employee Salaries	10,000.00
Supervisory Salaries	0
Officer Salaries	0
Fuel Expense	3,000.00
Purchased Transportation (Lease Expense)	0
Materials and Supplies Expense	1,500.00
General Office Expense	150.00
Advertising Expense	0
Telephone Expense	600.00
Accounting Expense	500.00
Legal Expense	0
Uncollectible Revenue	0
Depreciation Expense	0
Amortization	0
Operating Taxes and Licenses	150.00
Rent Expense	0
Loss	0
Total Operating Expenses and Losses	21,200.00

Net Income Before Taxes

Provision for Income Taxes	2,800.00
<u>Net Income (Loss)</u>	<u>25,920.00</u>

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

Timothy Patrick Dougherty, *SOLE MEMBER OF TPD TRANSPORTATION LLC D/B/A/
BRUCE SCHMIDT MOVING*
Verified Statement of Applicant Responses

3. I have worked in customer service jobs for my entire professional life, including managing a store. I have a bachelors degree in business marketing. I also worked for 6 years moving antique furniture and household goods. I was responsible for packing, loading and unloading, as well as driving the truck.

4. Currently the business is small and will be run out of a home office at 406 Geisler Dr. Pittsburgh PA 15221. The office machines used will be a computer and a printer.

The vehicles will remain, where they are currently parked, in designated parking spots at 5629 Woodmont St. at the rear garages.

The company, at this time, will not provide storage, but will accommodate clients by moving items to self storage facilities, upon customer request.

All business records will be kept on site, on the home office computer or in filing cabinets. Records will be maintained and filed by date. This will insure necessary records will be accessible.

The business communication network will include a business work phone, as well a business email address. Customer requests will come in via phone or email. Vehicles will be dispatched on the scheduled dates and time as arranged with the customers. Drivers will remain in contact using cell phones.

Our intended business hours are 9:30-5:30 Monday through Friday.

5. The business will have one to two employees to start, but we hope to grow to the point of up to four employees. Employees will be responsible for packing, loading and unloading the truck/trucks, and communicating with customers. Myself and one to two employees is appropriate based on the amount of work that the business is currently doing.

6. One of the employees mentioned in number five above will also be a driver. I will be the other driver. With two drivers and two trucks, we will be able to service all areas in our territory.

- a. Drivers will need to have and maintain a valid PA drivers license.
- b. New hires and all prospective drivers will be subject to a criminal background check.
- c. Drivers will be trained on the job. The company will utilize two box trucks (not requiring a CDL to operate).
- d. License renewals for all company drivers will be checked every year and records kept on file for valid PA drivers licenses.
- e. Background checks will be completed every two years for drivers and added to driver's files. Internal audits will be completed yearly to make sure we are maintaining the appropriate records.
- f. The company will have a zero tolerance policy with regards to drug and alcohol use. Drivers will be terminated if it is determined that they have operated company vehicles under the influence of drugs or alcohol.

7. We plan to use two box trucks. The use of two box trucks has been sufficient to meet customer needs in the past 30 years. This number of trucks will continue to be adequate for the present size and operation of the company.

8.

- a. Yearly PA inspections and oil changes as specified by manufacturers recommendation, will be done on all company vehicles. Repairs and general upkeep will be completed as needed.
- b. Daily visual inspections will be completed before company rucks leave for jobs.
- c. Not applicable
- d. Not applicable
- e. Not applicable
- f. Company vehicles will be in compliance through yearly inspections, as well as general upkeep, maintenance and daily visual inspections.

9. I spoke to Trimbur Insurance Company on 11/17/2020 and got a quote for auto insurance on two box trucks. Initial insurance premiums will be paid from my personal accounts. Future premiums will be paid from profits of the business.

10. Our customer service standards will be high. The Bruce Schmidt Moving Company has been serving customers for 35 years. The primary form of advertising has been word of mouth referrals. We would like to continue these high standards to insure a satisfied client base.

a. Any customer with a complaint, that cannot be resolved successfully, will be made aware that they can file complaints at www.puc.pa.gov.

b. I will discuss all complaints with customers and work with them for a satisfactory resolution to the problem. Complaints will be addressed in a timely, courteous and professional manner.

ASSET PURCHASE AGREEMENT

This Agreement is made this 20th day of October, 2020 by and between **BRUCE R. SCHMIDT** ("Seller") and **TIMOTHY PATRICK DOUGHERTY** (herein, the "Buyer").

WITNESSETH:

WHEREAS, Seller desires to sell and Buyer desires to purchase certain assets of the moving business known as **BRUCE SCHMIDT MOVING COMPANY** as well as the name, telephone, number and goodwill;

NOW, THEREFORE, in consideration of the mutual premises contained herein and intending to be legally bound, the parties agree as follows:

ARTICLE 1 PURCHASE AND SALE OF ASSETS

1. The Seller shall sell and the Buyer shall purchase and acquire from the Seller, free and clear of liens and encumbrances (except as provided below), at the agreed upon price, below, and the terms and conditions of this Agreement as follows ("Assets"):
 - a. the name, **BRUCE SCHMIDT MOVING COMPANY**, by amendment to Pennsylvania fictitious name filing for;
 - b. the telephone number (412) 421- 6292;
 - c. two (2) used moving truck vehicles by registration and title transfer in "AS IN" condition;
 - d. all 2 and 4 wheel dollies, moving pads, one (1) ramp and current inventory of boxes listed and agreed on the attached Bill of Sale Exhibit "A"; and
 - e. the assignment of the business Pennsylvania PUC License.
2. The purchase price shall be FORTY- FIVE THOUSAND (\$45,000.00) DOLLARS, net to the Seller, allocated as follows:

a. 2006 FORD E350 VIN# 1FDWE35606DA1704 - 1 (c) above:	\$3,500
b. 1997 Ford E350 VIN# 1FDKE30L7VHB11090 - 1 (c) above:	\$2,500
c. Dollies, moving pads, ramp, boxes per Exhibit "A" - 1 (d) above:	\$3,500
d. Name, telephone number- 1(a), (b) and (d) above:	\$31,000
e. PUC License- 1(e) above:	\$4,500
Total:	<u>\$45,000</u>

The Seller *BA BA*

3. The Buyer will pay the vehicle transfer costs ~~and~~ sales tax on the vehicles. Buyer will pay costs for Buyer's corporation entity and fictitious name registration and deposit for telephone number transfer. The Seller will pay legal fees for the preparation of this Agreement, the Bill of Sale and Closing, as well as PUC legal fees and transfer costs.

**ARTICLE 2
CLOSING**

1. The purchase and sale provided for in this Agreement (the "Closing") will take place at the East Liberty American Automobile Association Office at 5900 Baum Boulevard, Pittsburgh, PA 15206, for vehicle title and notary services or such other location agreed between the Buyer and the Seller.
2. The Closing will be held within two (2) business days after the approval of the transfer of the PUC License to the Buyer, or on such other date agreed by the Seller and the Buyer.
~~no later than November 30, 2020.~~ *BA BA*
3. At the Closing, the Seller will deliver the vehicle titles, the PUC License Assignment, the Bill of Sale Assets, the transfer of Telephone Number, and the Fictitious Name Change forms to the Buyer.
4. At the Closing, the Buyer will pay:
 - a. The full \$45,000.00 Purchase Price to the Seller; and
 - b. All transfer of vehicle costs, the Pennsylvania Sales Tax of SEVEN (7%) PERCENT on the Vehicles.
5. The following covenants will survive the Closing:
 - a. The Seller makes no representation of the nature and quality of the assets and Buyer agrees that Buyer has made all such inspections and inquiries as Buyer deemed appropriate; as such the assets are sold "AS IS" with no representation or warranty, except that there are no liens against the assets known to the Seller.
 - b. The Buyer will indemnify and hold harmless Seller against any future claim or demand against the BRUCE SCHMIDT MOVING COMPANY name and business.

**ARTICLE 3
GENERAL PROVISIONS**

1. Buyer and Seller have not used any broker or finder and each agrees to indemnify the other if a claim for brokerage or a commission is claimed by any third party.
2. Notices and other communications under this Agreement, if any, shall be in writing and shall be deemed and given to a party when (a) sent by e-mail with confirmation of transmission by the transmitting equipment, or (b) if sent by certified mail, return receipt requested, in each case to the following:

Seller: Bruce R. Schmidt
Address: 1308 S. Negley Avenue
Pittsburgh PA 15217
E-mail address: ~~bruschmidt100@gmail.com~~ bruschmidt100@gmail.com
And copy to sherbasl@hotmail.com

B.R.S.
TS

With a Copy to: DeMarco, Negle & LANE, LLP
P.O. Box 38667
Pittsburgh PA 15238
Telephone: (412) 391-6533
E-mail address: kll@demarcolawoffice.com

Buyer: Timothy Patrick Dougherty
Address: 406 Geisler Drive, Pittsburgh, PA 15221
E-mail address: - tddougherty7@gmail.com - tpdougherty7@gmail.com

T.P.D. *B.A.*


With a Copy to: _____
Address: _____
E-mail address: _____

3. This Agreement contains the entire agreement of the parties and it shall supersede all oral communications or prior instruments between the parties concerning the within matters. This Agreement may not be amended or otherwise modified except by a written agreement executed by the parties hereto.
4. No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other parties, except that Buyer may assign any of its rights and delegate any of its obligations under this Agreement to any Subsidiary of Buyer. This Agreement shall bind and inure to the benefit of the successors and permitted assigns of the parties.

5. The parties shall execute and deliver further instruments as may reasonably be required to conclude the transactions contemplated by this Agreement.
6. This Agreement will be interpreted, governed by and construed under the laws of the Commonwealth of Pennsylvania.
7. The terms, conditions and provisions of the within Agreement shall survive the Closing and shall not mere into any bill of sale of other instrument of Closing.
8. The Buyer states and declares that he knows that the law firm of DeMARCO NEGLE & LANE, LLP represents Seller alone and that DeMARCO NEGLE & LANE, LLP has given no advice or counsel to the Buyer. Buyer states and declares that Buyer has had the opportunity to obtain independent legal counsel and has either
 - a. Signed this Agreement with the advice of counsel; or
 - b. Has voluntarily decided to sign this Agreement without counsel because he is satisfied with its terms based on his knowledge of the business and years of association with the Seller.

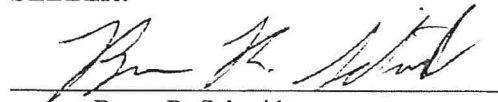
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized members and by the individual parties the day and year as aforesaid.

WITNESS:




Stephen M. Dines

SELLER:



Bruce R. Schmidt

WITNESS:



Stephen M. Dines

BUYER:



Timothy Patrick Dougherty

EXHIBIT "A"

BILL OF SALE

AND NOW, this 20th day of October, 2020, BRUCE R. SCHMIDT, (the "SELLER") for, and in consideration of the sum of FORTY FIVE THOUSAND (\$45,000.00) DOLLARS

HEREBY sells, transfers and assigns to TIMOTHY PATRICK DOUGHERTY (the "BUYER"), all right, title, and interest in the following personal property and rights thereto:

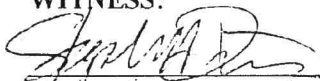
ITEM	PRICE
a. 2006 FORD E350 VIN# 1FDWE35606DA1704 - 1 (c) above:	\$3,500
b. 1997 Ford E350 VIN# 1FDKE30L7VHB11090 - 1 (c) above:	\$2,500
c. Dollies, moving pads, ramp, boxes per Exhibit "A" - 1 (d) above:	\$3,500
d. Name BRUCE SCHMIDT MOVING COMPANY and telephone number:	\$31,000
e. PUC License- 1(e) above:	<u>\$4,500</u>
Total:	<u>\$45,000</u>

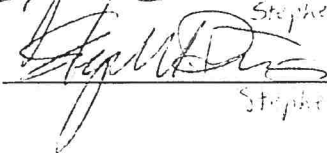
TO HAVE AND TO HOLD, all and singular, the said personal property and rights thereto to BUYER, and the Buyer's heirs, successors and assigns, to BUYER'S own use forever;

AND BUYER acknowledges that the SELLER is selling the within Assets on an "AS IS" basis with no warranty or representation of condition.


IN WITNESS WHEREOF, the SELLER and the BUYER have executed this Bill of Sale the day and year as aforesaid.

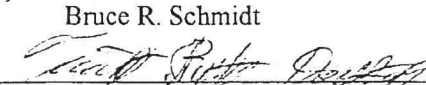
WITNESS:



Stephen M. Davis


Stephen M. Davis



Bruce R. Schmidt


Timothy Patrick Dougherty

TPD TRANSPORTATION LLC D/B/A BRUCE SCHMIDT MOVING
~~TPD TRANSPORTATION LLC~~ PUC Transfer Application

Attachment

12. a.

List of Equipment to be used to render service.

Vehicles

Box Trucks

2006	Ford	E350	1FDWE35606DA1704
1997	Ford	E350	1FDKE30L7VHB11090

Moving Equipment

4 wheel dollies, 2 wheel dollies
Truck ramps
Moving pads
Boxes, packing paper, tape

Applicant is obtaining only the household goods carrier rights of Transferor and intends to operate a household goods moving company. Transferor's truck or property carrier rights cannot be transferred because those rights are inactive as the Transferor has not operated under the property authority for a number of years.

TPD TRANSPORTATION LLC D/B/A BRUCE SCHMIDT MOVING

Re: ~~XXXXXXXXXXXX~~ PUC Transfer Application

Attachment

Statement of Unpaid Business Debts

Bruce Schmidt
Bruce Schmidt Moving Company

There are no outstanding business debts or outstanding fines and assessments owed by the Transferor/Seller, Bruce Schmidt, related to the Bruce Schmidt Moving Company.

Transferor

Bruce Schmidt

Date

12/8/2020

Bruce Schmidt
1308 S. Negley Ave.
Pittsburgh, PA 15217

December 21, 2020

To Whom it May Concern,

I am writing this letter of reference for Timothy Dougherty, regarding his PUC Transfer Application for the Bruce Schmidt Moving Company.

Timothy Dougherty has been working for me this year of 2020. I have know Tim and his family for years. Tim has impressed me with his overall character, hard work, honesty and commitment.

My role with Tim, this year, has become one of teacher and mentor, after Tim expressed interest in purchasing the company upon my retirement. Tim has willingly taken on more and more responsibility for the day to day operations of my business. He now handles all customer communications as well as the estimating and scheduling of all moves. He is also my crew chief and has assumed many other duties. Tim has done an outstanding job this year. He has proven to me that he has the knowledge, skill, and dedication to run this company.

I am truly proud and honored to have Tim continue the successful business I have built over the past 30 years. I am extremely confident he will continue our high standards of respect, caring and politeness toward our customers, their time, and their property.

I could not endorse anyone else I have ever known, more than Tim, to carry on the good standing of the Bruce Schmidt Moving Company.

Sincerely,

A handwritten signature in cursive script that reads "Bruce Schmidt". The signature is written in black ink and is positioned above the printed name.

Bruce Schmidt