

A-00102471 F1

APPLICATION

F1 AMAF

LAW OFFICES

VUONO, LAVELLE & GRAY

2310 GRANT BUILDING

PITTSBURGH, PA. 15219

August 15, 1989

JOHN A. VUONO
WILLIAM J. LAVELLE
WILLIAM A. GRAY
MARK T. VUONO
RICHARD R. WILSON
DENNIS J. KUSTURISS



Re: Pitt-Ohio Express, Inc. -- Purchase (Portion)
Tose-Fowler, Inc.
Application Docket No. A-00102471
Our File 2691-49-4

RECEIVED
AUG 15 1989
SECRETARY'S OFFICE
Public Utility Commission

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

FEDERAL EXPRESS

Dear Mr. Rich:

We enclose for filing with the Commission the signed original and two copies of a transfer application in connection with the purchase by Pitt-Ohio Express, Inc. ("Pitt-Ohio") of a portion of the PUC operating rights held by Tose-Fowler, Inc. ("Tose-Fowler") at Docket No. A-000686823.

This application is directly related to a proceeding pending before the Interstate Commerce Commission captioned Pitt-Ohio Express, Inc. -- Purchase Exemption -- Tose-Fowler, Inc., Docket No. MC-F-19416. In that proceeding the ICC, on June 15, 1989, exempted the proposed purchase by Pitt-Ohio from Tose-Fowler of certain ICC authority and the Pa. PUC operating authority here involved, pursuant to 49 U.S.C. §§11341(a) and 11343(e). On June 2, the ICC granted the related temporary authority application which permits Pitt-Ohio to lease and operate the ICC and involved Pa. PUC operating rights. Copies of the ICC orders and notices are attached to the transfer application as Appendices 12-10 and 12-11.

This application is being filed pursuant to the decision of the PUC in Application of Scout Trucking, Inc., Docket No. A-00105018, F.1, Am-A (order entered on May 1, 1989). In accordance with that decision, the application is submitted for notice purposes only in order to advise the PUC of the action taken by the ICC and to permit the reissuance of the involved PUC rights in the name of Pitt-Ohio.

Mr. Jerry Rich, Secretary
Page Two
August 15, 1989

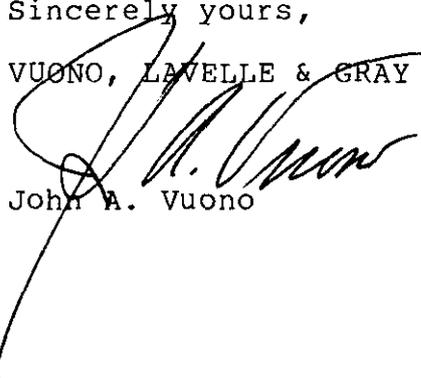
The parties respectfully request that this application be processed by the Commission in the same manner as similar notice applications, that the application be disposed of without an oral hearing and that the Commission expedite the issuance of its order.

We are enclosing a check in the sum of \$350 to cover the filing fee.

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

Sincerely yours,

VUONO, LAVELLE & GRAY



John A. Vuono

cw
Enclosures
cc: Pitt-Ohio Express, Inc.
James Patterson, Esq.

ORIGINAL



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

RECEIVED

AUG 15 1989
SECRETARY'S OFFICE
Public Utility Commission

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Pitt-Ohio Express, Inc.*
(Applicant/Transferee-Buyer)

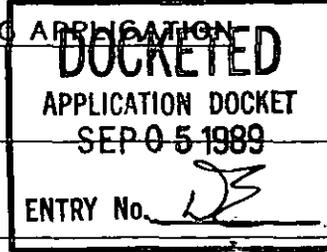
for approval of the transfer and to exercise the right
as a common carrier described at Docket
(common-contract)
No. A-00068623, Folder No. _____, issued to
Tose-Fowler, Inc.
(Transferor-Seller)

PUC USE ONLY
Docket No. A-102471
Folder No. F-1

Am- AF

for transportation of property
(persons-property)

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

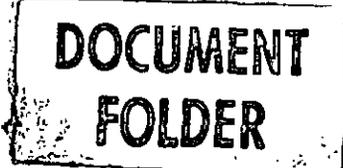


- 1. Pitt-Ohio Express, Inc.
(Full and correct name of applicant/transferee)
- 2. (Not Applicable)
(Trade name, if any)

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

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

- 3. 26th & A.V.R.R. _____ (P.O. Box, if any)
(Business Street Address)
Pittsburgh Allegheny PA 15222 (412) 281-9883
(City) (County) (State) (Zip) (Telephone)



*See Explanatory Statement

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

5. Any documents should be mailed to:
John A. Vuono, Esq. 2310 Grant Building
 Transferee: Vuono, Lavelle & Gray Pittsburgh, PA 15219
 (Name) (Address)
James W. Patterson, Esq. 510 Walnut Street
 Transferor: 1800 Penn Mutual Tower Philadelphia, PA 19106-3619
 (Name) (Address)

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

A- 00102471 and operates as a common carrier.
 (common or contract)

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

at Docket No. MC-30136.

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).

Corporation. Organized under the laws of the State of Pennsylvania
 and qualified to do business in Pennsylvania by registering with the Secretary of the
 Commonwealth on _____ (Attach copy of Certificate of Incorporation
 or Authority and statement of charter purpose). Include as an attachment a list of
 corporate officers and their titles and the names, addresses and number of shares held
 by each stockholder. (See Appendices 12-8 and 12-9)

9. If applicant, its stockholders or partnership members are in control of or affiliated with any other carrier, state name of carrier(s); Docket Number(s) and nature of control or affiliation.

(See Supplement to Paragraph 9)

10. Applicant proposes to acquire part of the operating rights now held
(all or part)
by transferor. Attach sheet describing rights to be transferred to applicant and rights to be retained by transferor, if any. If any rights are to be omitted, give reasons. (See Appendix 12-3)

11. The reason for the transfer is Transferor has terminated its operations and transferee desires to expand its operations between points in Pennsylvania in order to provide a more complete service for the shipping public.

12a. The following must be attached:

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

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

- Partnership Agreement. N/A
- Trade Name registration certificate. N/A
- Certificate of Incorporation. (Pa. Corporation only) (Appendix 12-8)
- Certificate of Authority. (Foreign (out-of-state) Corporation only) N/A
- Statement of corporate charter purpose. (corporations only) (Appendix 12-9)
- List of corporate officers and stockholders. (corporations only) (Appendix 12-9)
- Copy of decision of the Interstate Commerce Commission at Docket No. MC-F-19416TA, served on June 7, 1989 approving temporary authority. (Appendix 12-10)
- Copy of ICC Register notice published on June 22, 1989 confirming that the ICC has exempted the purchase transaction at Docket No. MC-F-19416 (Appendix 12-11)

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. . PITT-OHIO EXPRESS, INC.

Transferee sign here: Robert F. Hammel 7-13-89
 (Corporate Seal) (each partner must sign) (Date)
 Robert F. Hammel
 Secretary-Treasurer

TOSE-FOWLER, INC.
 Transferor sign here: Robert Walton 7/26
 (Corporate Seal) Robert Walton
 President

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

COMMONWEALTH OF PENNSYLVANIA :

: ss:

_____ County :

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

Signature of Affiant

Sworn and subscribed before me this _____

day of _____ 19 ____

My Commission Expires _____

Signature of Official Administering Oath

AFFIDAVIT OF TRANSFEROR/SELLER (Corporation)

COMMONWEALTH OF PENNSYLVANIA :

: ss:

LACKWANNA _____ County :

Robert Walton, being duly sworn (affirmed) according to law,
deposes and says that he is President of Tose-Fowler, 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 Tose-Fowler, Inc. to be able to prove the
(Name of Corporation)

same at the hearing hereof.

Robert Walton
Signature of Affiant
Robert Walton

Sworn and subscribed before me this 31st

day of July 19 89

My Commission expires _____

Ruth H Jones
Signature of Official Administering Oath

NOTARIAL SEAL
RUTH H. JONES, Notary Public
Elected in Lackawanna County
My Commission Expires MAY 25, 1992

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

COMMONWEALTH OF PENNSYLVANIA :
: ss:
_____ County :

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

Signature of Affiant

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

Signature of Official Administering Oath

AFFIDAVIT OF TRANSFEREE/APPLICANT (Corporation)

COMMONWEALTH OF PENNSYLVANIA :
: ss:
ALLEGHENY County :

Robert F. Hammel, being duly sworn (affirmed) according to law, deposes and says that he is Secretary-Treasurer of Pitt-Ohio Express, Inc.,
(Office of Affiant) (Name of Corporation)

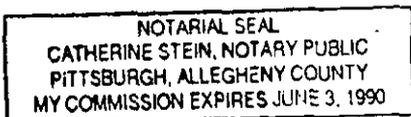
that he is authorized to and does make this affidavit for it; and that the facts above set forth are true and correct; or are true and correct to the best of his knowledge, information and belief and that he expects the said Pitt-Ohio Express, Inc. to be able to prove the same
(Name of Corporation)

the same at the hearing hereof.

Robert F. Hammel
Signature of Affiant
Robert F. Hammel

Sworn and subscribed before me this 13th
day of July 19 89
My Commission Expires _____

Catherine Stein
Signature of Official Administering Oath



Member, Pennsylvania Association of Notaries

APPLICATION OF PITT-OHIO EXPRESS, INC.

EXPLANATORY STATEMENT

This application involves the purchase by Pitt-Ohio Express, Inc. (Pitt-Ohio) of certain Pennsylvania intrastate operating authority held by Tose-Fowler, Inc. (Tose-Fowler). It is directly related to a proceeding pending before the Interstate Commerce Commission captioned Pitt-Ohio Express, Inc. -- Purchase Exemption -- Tose-Fowler, Inc., Docket No. MC-F-19416. In that proceeding, Pitt-Ohio seeks ICC exemption authority, pursuant to 49 U.S.C. §11341(a) and 11343(e), for its proposed purchase of portions of the Tose-Fowler ICC and Pa. PUC operating authority.

This application is being filed pursuant to the decision of the PUC in Application of Scout Trucking, Inc. Docket No. A-00105018, F.1, Am-A (order entered on May 1, 1985) and is for notice purposes only.

Pitt-Ohio was the successful bidder at a private auction for a portion of the ICC rights and Pa. PUC rights owned by Tose-Fowler. Specifically, the Pa. PUC rights involved are portions of the rights held by Tose-Fowler at Docket No. A-00068623, Folder 3, Folder 5 (Amendments E and F) and Folder 15. There is attached as Appendix 12-3, a complete description of the involved Pa. PUC rights.

An agreement of sale was entered into between the parties on April 25, 1989. On May 26, a petition of exemption

pursuant to 49 U.S.C. §11341(a) and 11343(e) and an application for temporary authority pursuant to 49 U.S.C. §11349 were filed with the ICC.

On June 2, the ICC granted the temporary authority application which permits Pitt-Ohio to lease the operating rights being purchased from Tose-Fowler. A copy of the decision which was served on June 7 is attached as Appendix 12-10.

You will note that paragraph 1 and the appendix to the decision specifically provide that temporary authority is granted for Pitt-Ohio to lease both the portions of the interstate rights and the Pa. PUC rights being purchased from Tose-Fowler.

Subsequently, Pitt-Ohio filed with the PUC its Freight Pa. PUC No. 24 (effective July 3, 1989) setting forth the scope of Pennsylvania intrastate authority encompassed by the temporary authority decision. Pitt-Ohio previously had in effect a schedule of rates which are now applicable to the new territory authorized to be served by Pitt-Ohio.

On June 15, 1989 the Commission exempted the proposed purchase of the ICC and Pa. PUC operating rights from Commission jurisdiction in the permanent proceeding at Docket No. MC-F-19416. The Commission's exemption action was published in the ICC Register on June 22, 1989. A copy of that notice is attached to this application as Appendix 12-11. The notice specifically provides that the exemption

applies to both the ICC rights and the Pa. PUC rights involved and the latter rights are specifically described in the notice.

In accordance with 49 U.S.C. §11343(e), the parties intend to consummate this transaction on or promptly after August 21, 1989, which is the expiration of the sixty day period following the date of publication.

Accordingly, we respectfully request that this application be processed by the Commission in the same manner as similar notice applications; that the application be disposed of without an oral hearing; and that the Commission expedite the issuance of its order.

PITT-OHIO EXPRESS, INC.

SUPPLEMENT TO PARAGRAPH 9

AFFILIATED INTEREST

All of the issued and outstanding stock of Pitt-Ohio Express, Inc. is owned by Hammel Enterprises, Inc., a Delaware corporation, which holds no operating authority from the PUC.

All of the stock of Hammel Enterprises, Inc. is owned by Charles L. Hammel, III, Robert F. Hammel, and Kenneth W. Hammel, who are brothers and who are officers and directors of both Hammel Enterprises and Pitt-Ohio Express, Inc.

Each of the three Hammel brothers also own 19.3% of the issued and outstanding stock of Hammel's Express, Inc. which is a motor common carrier which holds authority from the PUC at Docket No. A-00088995. The three brothers are officers and directors of Hammel's Express. The remaining stock of Hammel's Express is owned by Charles L. Hammel, Jr., who is the father of the Hammel brothers and who also serves as the president and treasurer and a director of Hammel's Express.

The affiliation between Pitt-Ohio Express and Hammel's Express has been previously approved by the Commission by orders adopted on January 12, 1989 at Docket No. A-00088995, F.500 and F.501.

ORIGINAL

041989-30-SS-7
36655-002AGREEMENT FOR SALE AND TEMPORARY LEASE

This Agreement made as of the 25th day of April, 1989 by and between TOSE-FOWLER, INC., a Pennsylvania corporation, with a principal office at 550 East King Street, Scranton, PA (hereinafter referred to as "Seller") and PITT-OHIO EXPRESS, INC., a corporation, with a principal office at 26th and A.V.R.R., Pittsburgh, PA 15222 (hereinafter referred to as "Purchaser").

BACKGROUND OF AGREEMENT

Seller owns all of the right, title and interest in and to Certificates, Permits and other motor carrier operating permissions (collectively hereinafter referred to as the "System Operating Authority") issued by the Interstate Commerce Commission, Pennsylvania Public Utility Commission and the Massachusetts Department of Public Utilities.

On or about February 27, 1989, Seller terminated operations. Seller desires to sell its System Operating Authority and has held an auction at which Purchaser was the highest bidder for certain portions of the System Operating Authority. Purchaser's bid was confirmed and accepted by Seller. Accordingly, Purchaser desires to purchase all of Seller's right, title and interest in and to the portion of Seller's System Operating Authority described in Exhibit 1 (hereinafter referred to as the "Operating Rights") and desires

to lease the Operating Rights pending the determination of any required applications to the aforementioned regulatory agencies for approval of the proposed purchase, and Seller desires to so sell and lease the Operating Rights to Purchaser.

The parties intend this Agreement to set forth the terms and conditions under which the Purchaser will lease and purchase the Operating Rights from Seller.

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

1. Purchase and Sale

Subject to the terms and conditions hereinafter set forth, the Seller hereby agrees to sell to the Purchaser, and the Purchaser hereby agrees to purchase from the Seller, the Operating Rights, free and clear of any and all liens, claims and encumbrances of any kind or nature.

2. Purchase Price

The purchase price for the Operating Rights is the sum of \$ 297,000.00 (the "Purchase Price"), which shall be payable as provided in Section 3 hereof.

3. Payment of Purchase Price

3.1 The Purchaser has paid to Seller, the receipt of which is hereby acknowledged, the sum of \$29,700.00 (the "Deposit-"), which sum represents ten percent (10%) of the Purchase Price which was required to be paid by Purchaser upon the acceptance of Purchaser's bid by Seller. The Deposit shall be deposited in an

interest-bearing account in a bank of Seller's choice, and, all interest earned thereon shall accrue to the account of the Seller. The Deposit shall be refundable in the event of the issuance of a "Final Order" of denial (as defined in Section 6.9 hereof), provided that such order is issued for reasons beyond the control of Purchaser.

3.2 The balance of the Purchase Price shall be paid by Purchaser in cash or by certified check at the Closing (as defined in Section 8 hereof).

4. Representations and Warranties of Seller

The Seller hereby represents and warrants the following:

4.1 Seller is the sole owner and holder of the Operating Rights.

4.2 At the time of the Closing, Seller will have good and marketable title to the Operating Rights, free and clear of any and all liens, claims and encumbrances.

4.3 Except for the representations and warranties set forth in Sections 4.1 and 4.2 hereof, there are no representations or warranties, express or implied, of Seller hereunder, and the sale of the Operating Rights pursuant hereto is made without recourse against Seller, its agents, attorneys, successors or assigns.

5. Representations and Warranties of Purchaser

The Purchaser hereby represents and warrants the following:

5.1 The Purchaser is a corporation duly incorporated, validly existing and in good standing under the laws of its State

of incorporation, and has the corporate power to purchase the Operating Rights; and the execution, delivery and performance of this Agreement by Purchaser has been duly authorized by all necessary corporate action on its part, and this Agreement, when fully executed by the parties hereto, will constitute the valid and binding obligation of Purchaser enforceable in accordance with its terms.

5.2 The execution and delivery of this Agreement, the consummation of the transactions provided for herein and the fulfillment of the terms hereof will not result in a breach of any of the terms and provisions of, or constitute a default under, or conflict with the Articles of Incorporation or By-Laws of Purchaser, or any other instrument to which Purchaser is a party or by which Purchaser is bound, or any judgment, decree or order of any court or governmental body, provided this Agreement and the consummation thereof is approved by the appropriate regulatory agency.

5.3 Purchaser is capable of providing adequate and sufficient motor common carrier service pursuant to the Operating Rights.

6. Covenants

The parties recognize that this transaction is subject to the prior approval or exemption of certain regulatory agencies in all respects as required by law. Accordingly, the Seller and Purchaser each covenant and agree as follows:

6.1 At the earliest possible date, Purchaser shall prepare, execute and file petitions for exemption, applications or other appropriate pleadings (the "Applications" or "Application") with the appropriate state regulatory authority ("State Agency") and (if Interstate Operating Rights have been purchased) with the Interstate Commerce Commission ("ICC") for approval of the purchase of the Operating Rights by the Purchaser or to exempt same (the "Permanent Authority") and to permit Purchaser to lease and operate the Operating Rights (the "Temporary Authority") pending the issuance of Permanent Authority.

6.2 The Seller and Purchaser shall promptly furnish such data as may be necessary for the preparation, filing and prosecution of the said Applications. The parties hereto further agree that each of them will cause such competent witnesses as may be required to appear at any formal hearing or hearings that may be held in connection therewith. Purchaser shall file the Applications and shall pay all expenses in connection with the preparation, filing and prosecution of the said Applications, provided that each party shall bear the expense of counsel employed to represent its interests.

6.3 In the event the ICC or State Agency shall order a hearing, whether oral or under modified procedure, to be held in connection with its processing of any of the Applications, each of the parties shall produce such witnesses, exhibits or other evidence as may be required of each of them by the ICC or State Agency.

6.4 Temporary Operation. In the event (i) the ICC approves Temporary Authority or (ii) in the absence of ICC jurisdiction, the State Agency approves Temporary Authority:

6.4.1 As of the service date of the Decision or Order approving Temporary Authority as set forth in (i) or (ii) above, Purchaser shall lease the Operating Rights from Seller. Within ten (10) days of said date Purchaser shall pay the sum of \$2,970.00 [1% of the Purchase Price] as rental for use of the Operating Rights for the remainder of the calendar month in which said Decision or Order was Served.

6.4.2 Thereafter, Purchaser shall pay \$2,970.00 as monthly rental for the Operating Rights each calendar month or portion thereof during the term of the lease. Payments for each month shall be made to Seller within the first ten (10) days of each month. The amounts paid as rental hereunder and under the preceding paragraph shall in all events be retained by Seller and shall not be credited against the balance of the purchase price payable at Closing.

6.4.3 Purchaser's lease of the Operating Authority shall terminate upon the earliest to occur of (i) Closing, as herein defined, (ii) the day an Order of the ICC or State Agency having jurisdiction denying approval of the transaction becomes a "Final Order", as herein defined, or (iii) upon termination of this Agreement pursuant to its terms.

6.4.4 During the period commencing with the first day of lease and extending to the termination of the lease,

Purchaser shall have the sole right consistent with law to operate the Operating Rights, shall have the benefit of all revenue and profits derived from conducting such operations, shall bear all costs, expenses and losses resulting therefrom and shall be liable for all damages arising from such operations.

6.4.5 Purchaser shall comply with all applicable laws, regulations of the ICC and Pa PUC and those of all other federal and state authorities having jurisdiction in the premises. In conducting operations Purchaser will not do or fail to do any act which will jeopardize or impair the Operating Rights.

6.4.6 Purchaser shall protect and save Seller harmless from and against all losses, costs, expenses, and liabilities arising out of Purchaser's operations under Temporary Authority.

6.5 Neither denial of any application for emergency temporary or temporary authority, nor the revocation of any Decision or Order granting Purchaser the right to temporarily operate, shall be cause for termination of this Agreement.

6.6 ICC Denial, Conditional Approval. If the ICC, for reasons beyond the control of Purchaser, by Final Order, pursuant to 49 U.S.C.A. §11343:

6.6.1 Denies Permanent Authority, this Agreement shall become null and void, the Deposit shall be returned to the Purchaser and neither party shall have any further rights or obligations under this Agreement; provided, that in the event of any Final Order denying Permanent Authority, the parties, by mutual

consent, and with or without notification of other previous bidders for the Authority, may attempt to renegotiate this Agreement subject to any required subsequent approval; or

6.6.2 Exempts or approves the transaction, but subject to conditions or limitations which materially vary or alter the terms of this Agreement, the rights of either party hereunder, or the Operating Rights, the party whose rights are materially diminished, or whose obligations are materially increased by said conditional approval may (i) terminate this Agreement and declare the same null and void, in which event the Deposit shall be returned to the Purchaser and neither party shall have any further rights or obligations under this Agreement, or (ii) with the agreement of the other party hereto, modify the terms hereof. In order to elect either remedy provided by this Section 6.6.2, the party aggrieved must give notice to the other within ten (10) days following the issuance by the ICC of its Final Order.

6.7 State Agency Denial, Conditional Approval. If, in the absence of ICC jurisdiction over this transaction pursuant to 49 U.S.C.A. §11343, the State Agency, for reasons beyond the control of Purchaser, by Final Order:

6.7.1 Denies Permanent Authority, this Agreement shall become null and void, the Deposit shall be returned to the Purchaser and neither party shall have any further rights or obligations under this Agreement; provided, that in the event of any Final Order denying Permanent Authority, the parties, by mutual consent, and with or without notification of other previous bidders

for the Authority, may attempt to renegotiate this Agreement subject to any required subsequent approval; or

6.7.2 Approves the transaction and issues Permanent Authority but subject to conditions or limitations which materially vary or alter the terms of this Agreement, the rights of either party hereunder, or the Operating Rights, the party whose rights are materially diminished, or whose obligations are materially increased by said conditional approval may (i) terminate this Agreement and declare the same null and void, in which event the Deposit shall be returned to the Purchaser and neither party shall have any further rights or obligations under this Agreement, or (ii) with the agreement of the other party hereto, modify the terms hereof. In order to elect either remedy provided by this Section 6.7.2, the party whose rights are diminished must give notice to the other within ten (10) days following the issuance by the State Agency of its Final Order.

6.8 Reconsideration/Appeal. If either Seller or Purchaser desires to seek reconsideration of, except to, or otherwise take action in any forum in opposition to the order or decision of the ICC or State Agency, the party taking action shall be solely liable for and pay all of its counsel fees and disbursements in connection therewith. However, the other party agrees to produce such witnesses, exhibits or other evidence as may be reasonably required to obtain an order approving Permanent Authority.

6.9 Final Order - Definition. The term "Final Order" as used herein shall mean an order issued by the ICC or State Agency either denying or granting its approval of an Application with respect to which (i) the time for filing a Petition for Rehearing and/or Reconsideration or Reargument shall have expired, or (ii) if such Petition shall have been filed and denied, the time for seeking a judicial review of the same shall have expired, or (iii) there shall have been judicial review of the order of the ICC or State Agency, the judicial review shall have affirmed the act of the ICC or State Agency and the time to appeal therefrom shall have expired, or (iv) an appeal having been taken, the same shall have been dismissed without recourse to further appellate review.

7. Conditions

7.1 Conditions Precedent to the Obligation of Seller

The obligation of Seller to consummate the sale contemplated by this Agreement is subject to the fulfillment prior to or at the Closing of the following conditions (any of which may, at its option, be waived by Seller):

7.1.1 The ICC shall have exempted this transaction from regulation by its Final Order or, in the absence of ICC jurisdiction, the State Agency shall have approved the Permanent Authority Application by its Final Order and neither of the parties shall have the right to terminate this Agreement pursuant to the provisions of Sections 6.6 or 6.7 hereof.

7.1.2 The representations and warranties of the Purchaser contained herein shall be true and correct in all

material respects as of the Closing Date and the Purchaser shall have performed all agreements and complied with all of its covenants required by this Agreement to have been performed or complied with by the Purchaser prior to or at the Closing.

7.2 Conditions Precedent to the Obligations of Purchaser

The obligation of Purchaser to consummate the sale contemplated under this Agreement is subject to the fulfillment prior to or at the Closing of the following conditions (any of which may, at its option, be waived by Purchaser):

7.2.1 The ICC shall have exempted this transaction from regulation by its Final Order or the State Agency shall have approved the Permanent Authority Application by its Final Order and neither of the parties shall have rights to terminate this Agreement pursuant to the provisions of Section 6.6 or 6.7 hereof.

7.2.2 The representations and warranties of the Seller contained herein shall be true and correct in all material respects as of the Closing Date and the Seller shall have performed all agreements and complied with all of its covenants required by this Agreement to have been performed or complied with by the Seller prior to or at the Closing.

8. Closing

8.1 Closing and Closing Date The closing with respect to the sale of the Operating Rights hereunder (the "Closing") will be held at 10:00 A.M. at the offices of Rubin Quinn Moss & Heaney, 1800 Penn Mutual Tower, 510 Walnut Street, Philadelphia, PA 19106-

3619 within thirty (30) days after all of the conditions for the consummation of this Agreement shall have been satisfied or at such other time and place as the Parties may hereafter agree upon in writing.

8.2 Transactions at the Closing

At the Closing, the following shall simultaneously take place:

8.2.1 Seller shall deliver to Purchaser a Bill of Sale, which shall convey to Purchaser the Operating Rights, free and clear of any and all liens, claims and encumbrances.

8.2.2 Purchaser shall deliver to Seller the balance of the Purchase Price, referred to in Section 3.2 hereof.

8.2.3 Seller shall deliver to the Purchaser such of Seller's records, certificates and other documents as may be reasonably required by Purchaser to enable Purchaser to utilize the Operating Rights.

8.3 Time Based Termination In the event Closing shall not have occurred on or before December 31, 1989, for reasons other than Purchaser's default, Seller shall have the option, at any time within ninety (90) days thereafter, by notice, to declare this Agreement terminated and to resell or otherwise dispose of the Operating Rights. In such event, Seller shall return the Deposit to Purchaser and neither party shall have any further rights or obligations under this Agreement.

9. Remedies on Default

9.1 Notwithstanding any other provision of this Agreement, in the event Purchaser shall default in making any payment required hereunder, then all rights, leases, and/or licenses granted, assigned and/or transferred to Purchaser pursuant to this Agreement shall automatically revert to and become the property of Seller, all obligations of Seller to Purchaser pursuant to this Agreement shall immediately cease, and Seller shall be entitled to retain any and all amounts previously paid by Purchaser to Seller, together with the interest thereon, and Seller shall also be entitled to payment from Purchaser of such additional amounts as may be necessary (i) to sell or otherwise dispose of the Operating Rights and (ii) to place Seller in the same financial position Seller would have occupied had Closing occurred, all of which the parties agree shall be and be deemed to be liquidated damages for Purchaser's failure to perform its obligations hereunder.

9.2 In the event Purchaser becomes insolvent or makes an assignment for the benefit of creditors, files any petition for an order for relief pursuant to any provisions of the Bankruptcy Code, is adjudicated a bankrupt, petitions or applies to any tribunal for any receiver, trustee, or other custodian for itself or any substantial part of its respective properties, or commences any proceeding under any reorganization, arrangement, readjustment of debt, dissolution or liquidation under the laws or statutes of any jurisdiction, whether now or hereafter in effect, or if there is

commenced against Purchaser any such proceeding which remains undismissed for a period of thirty (30) days, or if Purchaser by any act indicates its consent to, approval of, or acquiescence in any such proceeding or the appointment of any receiver, trustee or any other custodian for Purchaser or any substantial part of its Property or suffers any such receivership or trusteeship to continue undischarged for a period of thirty (30) days, then all rights, leases, and/or licenses granted, assigned, and/or transferred to Purchaser pursuant to this Agreement shall automatically revert to and become the property of Seller, all obligations of Seller to Purchaser pursuant to this Agreement shall immediately cease and the provisions of Section 9.1 hereof in respect of damages shall apply.

10. Finders

Seller and Purchaser represent each to the other that neither has engaged the services of any finder or broker in connection with this transaction to whom any fee may become payable. If either party made an arrangement with any finder or broker, the party who made such arrangement shall bear the cost thereof and shall hold the other party harmless from liability therefor.

11. Miscellaneous Provisions

11.1 Survival of Representations and Warranties

The representations and warranties contained in this Agreement or in any certificate delivered at the Closing pursuant to this Agreement shall survive the execution and delivery

of this Agreement and the consummation thereof notwithstanding any inspection or other examinations made at any time or by or on behalf of the parties hereto.

11.2 Notices

All notices or other communications required, permitted or intended to be given for the purpose of this Agreement must be in writing and shall be deemed to have been given when delivered personally or sent by registered or certified mail, postage prepaid, to the following addresses, or to such other address as the party may hereafter designate for itself by notice to the other party:

11.2.1 If to Seller:

TOSE-FOWLER, INC.
550 East King Street
Scranton, PA
Attn.: Robert Walton, President

With a Copy to:
James W. Patterson, Esquire
RUBIN QUINN MOSS & HEANEY
1800 Penn Mutual Tower
510 Walnut Street
Philadelphia, PA 19106-3619

11.2.2 If to Purchaser:

Robert F. Hammel, Secretary - Treasurer
PITT-OHIO EXPRESS, INC.
26th and A.V.R.R.
Pittsburgh, PA 15222

With a Copy to:

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

11.3 Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto. There are no other agreements, understandings, restrictions, warranties, representations or undertakings between the parties hereto with respect to the subject matter hereof. This Agreement supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, and may not be changed orally but may be changed or modified by a writing duly signed by the parties hereto.

11.4 Counterparts

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original.

11.5 Parties in Interest

All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of, and may be enforceable by Seller and Purchaser and their respective successors and assigns.

11.6 Controlling Law

The parties acknowledge that this Agreement is intended to be executed and consummated in the Commonwealth of Pennsylvania and they agree that the Agreement shall be governed by, construed and enforced in accordance with the laws of said Commonwealth.

11.7 Captions

The headings and captions contained in this

Agreement are for reference only and shall not affect in any way the meaning or interpretation of this Agreement,

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

TOSE-FOWLER, INC.

BY: 
Robert Walton, President

ATTEST: _____

[PURCHASER] PITT-OHIO EXPRESS, INC.

BY: 
Robert F. Hammel, Secretary - Treasurer

ATTEST: _____

AMENDMENT TO AGREEMENT FOR SALE AND TEMPORARY LEASE

PURSUANT to ¶11.3 of the Agreement For Sale And Temporary Lease dated April 25, 1989 this will serve to amend ¶8.3 of said agreement by the addition of the following language:

In the event Closing shall not have occurred on or before December 31, 1989, as a result of Tose-Fowler related International Brotherhood of Teamsters opposition, Purchaser shall have the option, at any time within ninety (90) days thereafter, by notice, to declare this Agreement terminated. In such event, Seller shall return the Deposit to Purchaser and neither party shall have any further rights or obligations under this Agreement.

Intending to be legally bound hereby, Seller and Purchaser have executed this amendment this 25th day of April, 1989

Tose-Fowler, Inc.

By: 
Robert Walton, President

Pitt-Ohio Express, Inc.

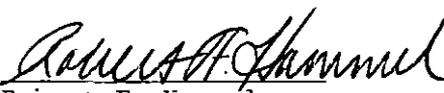
By: 
Robert F. Hammel
Secretary - Treasurer

EXHIBIT 1

EXCERPT FROM TOSE-FOWLER PA. PUC CERTIFICATE
AT DOCKET NO. A-00068623*

I. Folder 5, Am-E (as modified)

To transport, as a Class D carrier, property, between points in and east of the Counties of Adams, Cumberland, Perry, Juniata, Mifflin, Union, Clinton and Tioga;

subject to the following conditions:

1. That no right, power or privilege is granted to transport garments, and materials, supplies and trimmings, incidental to the manufacture of said garments, between manufacturers, processors and contractors thereof;
2. That no right, power or privilege is granted to transport commodities in bulk, in dump or tank vehicles;
3. That no right, power or privilege is granted to transport commodities which, because of their size or weight, require the use of special equipment;
4. That no right, power or privilege is granted to transport iron and steel and iron and steel articles on flatbed trailers;
5. That no right, power or privilege is granted to transport household goods and office furnishings, in use, to or from points in the Counties of Adams, Berks, Clinton, Cumberland, Dauphin, Juniata, Lancaster, Lebanon, Lycoming, Mifflin, Montour, Northumberland, Perry, Schuylkill, Snyder, Union, York and Lackawanna and between points in the Borough of Duryea, Luzerne County and within eight miles by the usually travelled highways of the limits of said Borough.
6. That no right, power or privilege is granted to transport, limestone, limestone products and fertilizer from points in York County.
7. That no right, power or privilege is granted to transport such merchandise as is dealt in by wholesale, retail and chain grocery and food business houses, to or from points in the County of York and the township of Conawago, Adams County.

*Restrictions to the authority intended to eliminate any duplicating rights problems are designated by underlining.

8. That no right, power or privilege is granted to transport property to or from the facilities of Sky Brothers of Lemoyne, Inc. in the City of Harrisburg, Dauphin County or to and from the facilities of Sky Brothers of Allentown and Allentown Public Storage in the Township of Hanover and the City of Allentown, Lehigh County.
9. That no right, power or privilege is granted to transport wood and wood products to or from the City of Lock Haven, Clinton County and points within 35 statute miles of the limits of said City.
10. That no right, power or privilege is granted to transport scrap metal and scrap paper for Hodes Industries, Inc. to or from its facilities in Lock Haven, Clinton County.
11. That no right, power or privilege is granted to transport grain and grain products to or from points in Clinton County.
12. That no right, power or privilege is granted to transport property to or from American Home Foods Division of American Home Products Corp., in the Township of Turbot and the Borough of Milton, Northumberland County.
- [13. That no right, power or privilege is granted to permit service for Philadelphia Electric Company between points within 40 miles of the limits of Norristown.]

II. Folder 5, Am-F (as modified)

To transport, as a Class D carrier, property, between points in the borough of Moosic, Lackawanna County, and within an airline distance of fifty (50) statute miles of the limits thereof, and from points in the said area to points within an airline distance of one-hundred twenty-five (125) statute miles of the limits of said borough, and vice versa:

Subject to the following conditions:

1. That no right, power or privilege is granted to transport iron and steel and iron and steel articles from points in the city of Allentown, Lehigh County, and within an airline distance of thirty (30) statute miles of the limits of the said city, on flatbed trailers.

2. That no right, power or privilege is granted to transport garments and/or wearing apparel and materials, supplies and trimmings incidental to the manufacture of said garments and/or wearing apparel, between manufacturers, processors and contractors thereof.
3. That no right, power or privilege is granted to transport property to points located in the counties of McKean, Cameron, Clearfield, Blair, Bedford and Indiana.
4. That no right, power or privilege is granted to transport property which, by reason of size or weight, requires special equipment, special handling or rigging.
5. That no right, power or privilege is granted to transport commodities in bulk in tank vehicles.
6. That no right, power or privilege is granted to transport household goods in use.

III. Folder 3 (as modified)

5. To transport, as a Class B carrier, property between points in the City of Scranton, Lackawanna County and within three (3) miles of the limits of said City. [Limited to the transportation of household goods.]

Folder No. 15 (second paragraph)

To transport, as a Class D carrier, household goods in use, from points in the City of Scranton, Lackawanna County, and within three (3) miles of the limits of said City to other points in Pennsylvania, and vice versa (Formerly A. 20726, Folder 11).

INTERSTATE COMMERCE COMMISSION

PERMIT

No. MC-7698 Sub 20

TOSE-FOWLER, INC.
SCRANTON, PA

SERVICE DATE

MAY 5 1985



This Permit is evidence of the carrier's authority to engage in transportation as a contract carrier by motor vehicle.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043); the designation of agents upon whom process may be served (49 CFR 1044); the execution of contracts (49 CFR 1053)*; and for passenger carriers, tariffs or schedules (49 CFR 1300 through 1310).

This authority is subject to any terms, conditions, and limitations as are now, or may later be, attached to this privilege.

The transportation service to be performed is described on the reverse side of this document.

By the Commission.

JAMES H. BAYNE
Secretary

(SEAL)

*While the execution of contracts must be accomplished, it is unnecessary to file them with the Commission.

NOTE: If there are discrepancies regarding this Permit, please notify the Commission within 30 days.

PITT-OHIO EXPRESS, INC.

EQUIPMENT LISTSTRAIGHT TRUCKS

<u>OWNER</u>	<u>UNIT NO.</u>	<u>YEAR</u>	<u>MAKE</u>	<u>SERIAL NUMBER</u>	<u>COST</u>
FEL	42	1978	MERCEDES BENZ	34403012396620	8,300.
MARTERA	44	1979	MERCEDES BENZ	34403012454829	7,600.
MARTERA	45	1981	MERCEDES BENZ	1MBZA24BXBN559276	6,000.
MARTERA	47	1978	MERCEDES BENZ	34403012381014	20,100.
MARTERA	48	1979	MERCEDES BENZ	34403012442447	19,367.
MARTERA	49	1979	MERCEDES BENZ	34403012409764	19,367.
MARTERA	54	1979	MERCEDES BENZ	34403012442468	19,367.
MARTERA	55	1979	MERCEDES BENZ	34403012432735	19,367.
MARTERA	56	1979	MERCEDES BENZ	34403012432744	19,367.
MARTERA	57	1979	MERCEDES BENZ	34403012442456	19,367.
MARTERA	58	1979	MERCEDES BENZ	34403012427573	19,367.
MARTERA	59	1979	MERCEDES BENZ	34403012450581	19,367.
MARTERA	60	1979	MERCEDES BENZ	34403012450638	19,367.
FEL	62	1978	MERCEDES BENZ	34403012394632	7,500.
FEL	63	1978	MERCEDES BENZ	34403012395301	7,500.
FEL	65	1980	MERCEDES BENZ	1MBZA24B2AN512225	8,000.
FEL	66	1978	MERCEDES BENZ	34403012394911	7,500.
FEL	67	1978	MERCEDES BENZ	34403012395302	7,500.
FEL	68	1978	MERCEDES BENZ	34403012394460	7,500.
FEL	69	1979	MERCEDES BENZ	34403312441474	7,500.

STRAIGHT TRUCKS CONTINUED

<u>OWNER</u>	<u>UNIT NO.</u>	<u>YEAR</u>	<u>MAKE</u>	<u>SERIAL NUMBER</u>	<u>COST</u>
FEL	70	1979	MERCEDES BENZ	34530012453141	11,500.
MARTERA	73	1980	MERCEDES BENZ	37602412513030	7,500.
MARTERA	74	1980	MERCEDES BENZ	37602412513056	7,500.
FEL	76	1985	MERCEDES BENZ	1MBZB77A1FN676070	28,139.
FEL	77	1985	MERCEDES BENZ	1MBZB77A3FN676071	28,139.
FEL	78	1985	MERCEDES BENZ	1MBZB77A7FN676073	28,139.
FEL	79	1985	MERCEDES BENZ	1MBZB77A9FN676074	28,139.
FEL	80	1985	MERCEDES BENZ	1MBZB77A5FN676072	28,139
FEL	81	1986	MERCEDES BENZ	1MBZB83A5GN708905	28,994
FEL	82	1986	MERCEDES BENZ	1MBZB83A7GN708906	28,994
FEL	83	1986	MERCEDES BENZ	1MBZB83A5GN708928	28,994
FEL	85	1986	MERCEDES BENZ	1MBZB83A8GN708929	28,994
FEL	86	1986	MERCEDES BENZ	1MBZB83A1GN710330	28,994
FEL	87	1986	MERCEDES BENZ	1MBZB83A8GN710332	28,994
FEL	88	1986	MERCEDES BENZ	1MBAB83A3GN710331	28,994
FEL	89	1986	MERCEDES BENZ	1MBZB83A9GN708907	28,994

STRAIGHT TRUCKS CONTINUED

<u>OWNER</u>	<u>UNIT NO.</u>	<u>YEAR</u>	<u>MAKE</u>	<u>SERIAL NUMBER</u>	<u>COST</u>
FEL	105	1987	MERCEDES BENZ	1MBZB83A7HN744421	29,037
FEL	106	1987	MERCEDES BENZ	1MBZB83A9HN744422	29,037
FEL	107	1987	MERCEDES BENZ	1MBZB83A0HN744423	29,037
FEL	108	1987	MERCEDES BENZ	1MBZB83A2HN744424	29,037
FEL	109	1987	MERCEDES BENZ	1MBZB83A4HN744425	29,037
FEL	110	1987	MERCEDES BENZ	1MBZB83AXHN747054	29,037
FEL	111	1987	MERCEDES BENZ	1MBZB83A1HN747055	29,037
FEL	112	1987	MERCEDES BENZ	1MBZB83A3HN747056	29,037
FEL	113	1987	MERCEDES BENZ	1MBZB83A5HN747057	29,037
FEL	114	1987	MERCEDES BENZ	1MBZB83A7HN747058	29,037
FEL	115	1987	MERCEDES BENZ	1MBZB83A1HN746469	29,037
FEL	116	1987	MERCEDES BENZ	1MBZB83AXHN746468	29,037
FEL	117	1987	MERCEDES BENZ	1MBZB83A8HN746470	29,037
FEL	118	1987	MERCEDES BENZ	1MBZB83A8HN746467	29,037
FEL	119	1987	MERCEDES BENZ	1MBZB83A6HN746466	29,037
FEL	120	1988	MERCEDES BENZ	1MBZB83A0JN760353	29,536
FEL	121	1988	MERCEDES BENZ	1MBZB83A4JN760355	29,536
FEL	122	1988	MERCEDES BENZ	1MBZB83A2JN760354	29,536
FEL	123	1988	MERCEDES BENZ	1MBZB83A8JN760357	29,536
FEL	124	1988	MERCEDES BENZ	1MBZB83A6JN760356	29,536
FEL	125	1988	MERCEDES BENZ	1MBZB83A8JN748094	29,536
FEL	126	1988	MERCEDES BENZ	1MBZB83A0JN748090	29,536

STRAIGHT TRUCKS CONTINUED

<u>OWNER</u>	<u>UNIT NO.</u>	<u>YEAR</u>	<u>MAKE</u>	<u>SERIAL NUMBER</u>	<u>COST</u>
FEL	127	1988	MERCEDES BENZ	1MBZB83A2JN748091	29,536
FEL	128	1988	MERCEDES BENZ	1MBZB83A4JN748092	29,536
FEL	129	1988	MERCEDES BENZ	1MBZB83A1JN748583	29,536
FEL	130	1988	MERCEDES BENZ	1MBZB83A6JN748093	29,536
FEL	131	1988	MERCEDES BENZ	1MBZB83AXJN748582	29,536
FEL	132	1988	MERCEDES BENZ	1MBZB83A8JN748581	29,536
FEL	133	1988	MERCEDES BENZ	1MBZB83A3JN748584	29,536
FEL	134	1988	MERCEDES BENZ	1MBZB83A9JN748556	29,536
FEL	135	1988	MERCEDES BENZ	1MBZB83A6JN754220	29,936
FEL	136	1988	MERCEDES BENZ	1MBZB83A3JN755261	29,936
FEL	137	1988	MERCEDES BENZ	1MBZB83A5JN755262	29,936
FEL	138	1988	MERCEDES BENZ	1MBZB83A2JN760810	29,936
FEL	139	1988	MERCEDES BENZ	1MBZB83A4JN760811	29,936
FEL	140	1988	MERCEDES BENZ	1MBZB83A6JN760812	29,936
FEL	141	1988	MERCEDES BENZ	1MBZB83A2JN760855	29,936
FEL	142	1988	MERCEDES BENZ	1MBZB83A4JN760856	29,536
FEL	143	1988	MERCEDES BENZ	1MBZB83A6JN760857	29,936
FEL	144	1988	MERCEDES BENZ	1MBZB83A3JN754225	29,936
FEL	145	1989	MERCEDES BENZ	1MBZB83A5JN761031	29,936
FEL	146	1989	MERCEDES BENZ	1MBZB83A2JN761021	29,936
FEL	147	1989	MERCEDES BENZ	1MBZB83A4JN761022	29,936

STRAIGHT TRUCKS CONTINUED

<u>OWNER</u>	<u>UNIT NO.</u>	<u>YEAR</u>	<u>MAKE</u>	<u>SERIAL NUMBER</u>	<u>COST</u>
FEL	148	1989	MERCEDES BENZ	1MBZB83A3JN761030	29,936
FEL	149	1989	MERCEDES BENZ	1MBZB83A7JN761029	29,936
FEL	200	1982	MACK	VG6M111B5CB015361	24,500
FEL	201	1982	MACK	VG6M111B0CB015591	24,500
FEL	202	1982	MACK	VG6M111B0CB015381	24,500
FEL	203	1983	MACK	VG6M111B1CB015406	24,500
FEL	204	1982	MACK	VG6M111B9CB015413	24,500
FEL	205	1984	MACK	VG6M111B0EB019692	22,800
FEL	206	1984	MACK	VG6M111B7EB019723	22,800
FEL	208	1982	MACK	VG6M111B2CB014104	13,500
FEL	209	1982	MACK	014104	13,500
FEL	211	1985	MACK	VG6M111B9FB023287	22,25
FEL	212	1985	MACK	VG6M111B0FB023288	22,25
FEL	213	1985	MACK	VG6M111B2FB023292	22,25
FEL	214	1985	MACK	VG6M111B9FB023323	22,25

TRAILERS

<u>OWNER</u>	<u>UNIT NO.</u>	<u>YEAR</u>	<u>MAKE</u>	<u>SERIAL NUMBER</u>	<u>COST</u>
MARTERA	T26	1978	STRICK	219482	7,775
PITT-OHIO	T325	1973	STOUGHTON	732661	2,850
MARTERA	T327	1974	STRICK	233338	4,600
MARTERA	T328	1979	STRICK	233336	4,600
MARTERA	T329	1979	STRICK	233333	4,600
MARTERA	T330	1979	STRICK	233339	4,600
MARTERA	T331	1979	STRICK	233332	4,600
MARTERA	T332	1979	STRICK	233337	4,700
MARTERA	T333	1988	FRUEHAUF	1H2V02810JB042406	10,210
MARTEPA	T334	1988	FRUEHAUF	1H2V02812JB042410	10,210
MARTERA	T335	1988	FRUEHAUF	1H2V02817JB042404	10,210
MARTERA	T336	1988	FRUEHAUF	1H2V02819JB042405	10,210
FEL	T400	1972	FRUEHAUF	MEN261002	3,500
FEL	T401	1972	FRUEHAUF	MEP298801	2,800
FEL	T480	1983	FRUEHAUF	1H2V0482XDH046601	12,840
FEL	T481	1980	STRICK	230821	8,500
FEL	T483	1978	STRICK	222706	8,500
FEL	T484	1983	FRUEHAUF	1H2V04821DH046602	12,840
FEL	T485	1980	STRICK	7420226826	8,500
MARTERA	T507	1971	FRUEHAUF	297546	4,340

TRAILERS CONT.

<u>OWNER</u>	<u>UNIT NO.</u>	<u>YEAR</u>	<u>MAKE</u>	<u>SERIAL NUMBER</u>	<u>COST</u>
MARTERA	T508	1971	FRUEHAUF	297545	4,343
MARTERA	T509	1972	FRUEHAUF	362979	4,809
MARTERA	T510	1973	TRAILMOBILE	K30269	5,500
MARTERA	T520	1979	FRUEHAUF	665410	10,941
MARTERA	T522	1979	FRUEHAUF	665404	10,600
MARTERA	T524	1979	FRUEHAUF	665403	10,600
MARTERA	T526	1979	FRUEHAUF	665406	10,941
MARTERA	T528	1980	STRICK	235927	10,645
MARTERA	T530	1980	STRICK	235928	10,645
MARTERA	T600	1982	FRUEHAUF	56708	12,895
MARTERA	T601	1982	FRUEHAUF	56709	12,895
MARTERA	T602	1982	FRUEHAUF	56710	12,420
MARTERA	T603	1982	FRUEHAUF	56711	12,895
MARTERA	T604	1982	FRUEHAUF	56712	12,420
FEL	T605	1982	FRUEHAUF	1H2V04524BH056736	12,895
FEL	T606	1982	FRUEHAUF	1H2V04526BH056737	12,895
FEL	T607	1982	FRUEHAUF	1H2V04528BH056738	12,895
FEL	T608	1982	FRUEHAUF	1H2V0452XBH056739	12,895
FEL	T609	1982	FRUEHAUF	1H2V04526BH056740	12,895
FEL	T610	1978	FRUEHAUF	MEZ582118	6,000
MARTERA	T611	1978	FRUEHAUF	521347	5,500

TRAILERS CONT.

<u>OWNER</u>	<u>UNIT NO.</u>	<u>YEAR</u>	<u>MAKE</u>	<u>SERIAL NUMBER</u>	<u>COST</u>
MARTERA	T612	1978	FRUEHAUF	521327	5,500.
MARTERA	T615	1977	HOBBS	477949	7,177.
MARTERA	T616	1977	HOBBS	779850	7,177.
MARTERA	T618	1978	STRICK	210855	7,500.
MARTERA	T620	1979	STRICK	222668	7,500.
MARTERA	T621	1977	HOBBS	779841	7,125.
MARTERA	T622	1980	STRICK	244013	8,200
FEL	T624	1977	STRICK	215424	7,300
FEL	T625	1978	STRICK	223563	8,300
MARTERA	T627	1979	FRUEHAUF	670137	6,750
MARTERA	T628	1979	FRUEHAUF	670115	6,750
MARTERA	T629	1977	FRUEHAUF	582874	3,750
MARTERA	T630	1977	FRUEHAUF	582848	3,750
MARTERA	T631	1977	FRUEHAUF	582801	3,750
MARTERA	T632	1974	FRUEHAUF	430874	3,000
MARTERA	T634	1979	GREAT DANE	B13129	7,500
MARTERA	T635	1979	GREAT DANE	N13072	7,500
MARTERA	T636	1979	GREAT DANE	B11200	7,500
MARTERA	T637	1979	GREAT DANE	B11183	7,500
MARTERA	T638	1977	GREAT DANE	034656	4,500
MARTERA	T640	1976	STRICK	207752	4,228

TRAILERS CONT.

<u>OWNER</u>	<u>UNIT NO.</u>	<u>YEAR</u>	<u>MAKE</u>	<u>SERIAL NUMBER</u>	<u>COST</u>
MARTERA	T641	1976	STRICK	207753	4,228
MARTEPA	T642	1974	STRICK	171964	4,228
MARTERA	T643	1977	FRUEHAUF	564045	4,228
MARTERA	T644	1977	FRUEHAUF	564040	4,228
MARTERA	T645	1977	FRUEHAUF	665402	4,228
MARTERA	T646	1982	FRUEHAUF	46513	4,228
MARTERA	T647	1982	FRUEHAUF	059311	4,228
MARTERA	T648	1979	FRUEHAUF	83906	6,750
MARTERA	T649	1979	FRUEHAUF	83913	7,700
MARTERA	T650	1979	FRUEHAUF	83924	6,750
MARTERA	T651	1979	FRUEHAUF	839100	7,850
MARTEPA	T652	1979	FRUEHAUF	683917	7,850
MARTEPA	T653	1979	FRUEHAUF	83904	7,850
MARTERA	T654	1979	STRICK	214299	7,000
MARTERA	T655	1979	STRICK	222544	7,000
MARTERA	T656	1979	FRUEHAUF	232630	6,800
MARTERA	T657	1979	STRICK	242747	6,100
MARTERA	T659	1979	STRICK	242804	6,500
MARTERA	T660	1979	STRICK	244871	6,800
MARTERA	T662	1979	STRICK	232635	6,800
MARTERA	T663	1982	FRUEHAUF	021039	8,300

TRAILERS CONT.

<u>OWNER</u>	<u>UNIT NO.</u>	<u>YEAR</u>	<u>MAKE</u>	<u>SERIAL NUMBER</u>	<u>COST</u>
MARTEPA	T665	1980	STRICK	456719	6,50
MARTEPA	T666	1980	STRICK	456716	5,60
FEL	T667	1977	FRUEHAUF	CHV247197	4,50
MARTEPA	T668	1986	FRUEHAUF	011601	15,08
MARTEPA	T669	1986	FRUEHAUF	011606	15,08
MARTEPA	T670	1986	FRUEHAUF	011602	15,08
MARTEPA	T671	1986	FRUEHAUF	011607	15,08
MARTEPA	T672	1986	FRUEHAUF	011610	15,08
MARTEPA	T673	1986	FRUEHAUF	011609	15,08
MARTEPA	T674	1986	FRUEHAUF	011604	15,08
MARTEPA	T675	1986	FRUEHAUF	011605	15,08
MARTEPA	T676	1986	FRUEHAUF	011608	15,08
MARTEPA	T677	1986	FRUEHAUF	011603	15,08
MARTEPA	T678	1987	FRUEHAUF	008101	14,00
MARTEPA	T679	1987	FRUEHAUF	008102	14,00
MARTEPA	T680	1987	FRUEHAUF	008103	14,00
MARTEPA	T681	1987	FRUEHAUF	008104	14,00
MARTEPA	T682	1987	FRUEHAUF	008106	14,00
MARTEPA	T683	1987	FRUEHAUF	008107	14,00
MARTEPA	T684	1987	FRUEHAUF	008108	14,00
MARTEPA	T685	1987	FRUEHAUF	008105	14,00

TRAILERS CONT.

<u>OWNER</u>	<u>UNIT NO.</u>	<u>YEAR</u>	<u>MAKE</u>	<u>SERIAL NUMBER</u>	<u>COST</u>
MARTERA	T686	1987	FRUEHAUF	008109	14,000
MARTERA	T687	1987	FRUEHAUF	008110	14,000
MARTERA	T688	1987	FRUEHAUF	017402	14,000
MARTERA	T689	1987	FRUEHAUF	017405	14,000
MARTERA	T690	1987	FRUEHAUF	017401	14,000
MARTERA	T691	1987	FRUEHAUF	017403	14,000
MARTERA	T692	1987	FRUEHAUF	017409	14,000
MARTERA	T693	1987	FRUEHAUF	017408	14,000
MARTERA	T694	1987	FRUEHAUF	017404	14,000
MARTERA	T695	1987	FRUEHAUF	017407	14,000
MARTERA	T696	1987	FRUEHAUF	017410	14,000
MARTERA	T697	1987	FRUEHAUF	017406	14,000
MARTERA	T698	1988	FRUEHAUF	010101	13,380
MARTERA	T699	1988	FRUEHAUF	010103	13,380
MARTERA	T700	1988	FRUEHAUF	010102	13,380
MARTERA	T701	1988	FRUEHAUF	010106	13,380
MARTERA	T702	1988	FRUEHAUF	010105	13,380
MARTERA	T703	1988	FRUEHAUF	010104	13,380
MARTERA	T704	1988	FRUEHAUF	010107	13,380
MARTERA	T705	1988	FRUEHAUF	010108	13,380
MARTERA	T706	1988	FRUEHAUF	010109	13,380

TRAILERS CONT.

<u>OWNER</u>	<u>UNIT NO.</u>	<u>YEAR</u>	<u>MAKE</u>	<u>SERIAL NUMBER</u>	<u>COST</u>
MARTERA	T707	1988	FRUEHAUF	010110	13,383
MARTERA	T708	1988	FRUEHAUF	010112	13,383
MARTERA	T709	1988	FRUEHAUF	010111	13,383
MARTERA	T710	1988	FRUEHAUF	010113	13,383
MARTERA	T711	1988	FRUEHAUF	010114	13,383
MARTERA	T712	1988	FRUEHAUF	010115	13,383
MARTERA	T713	1988	FRUEHAUF	010116	13,383
MARTERA	T714	1988	FRUEHAUF	010117	13,383
MARTERA	T715	1988	FRUEHAUF	010118	13,383
MARTERA	T716	1988	FRUEHAUF	010119	13,383
MARTERA	T717	1988	FRUEHAUF	015002	14,297
MARTERA	T718	1988	FRUEHAUF	010120	13,383
MARTERA	T719	1988	FRUEHAUF	015008	14,297
MARTERA	T720	1988	FRUEHAUF	015001	14,297
MARTERA	T721	1988	FRUEHAUF	015003	14,297
MARTERA	T722	1988	FRUEHAUF	015004	14,297
MARTERA	T723	1988	FRUEHAUF	015005	14,297
MARTERA	T724	1988	FRUEHAUF	015006	14,297
MARTERA	T725	1988	FRUEHAUF	015007	14,297
MARTERA	T726	1988	FRUEHAUF	015009	14,297
MARTERA	T727	1988	FRUEHAUF	015010	14,297

TRAILERS CONT.

<u>OWNER</u>	<u>UNIT NO.</u>	<u>YEAR</u>	<u>MAKE</u>	<u>SERIAL NUMBER</u>	<u>COST</u>
MARTERA	T728	1988	FRUEHAUF	019101	14,297
MARTERA	T729	1988	FRUEHAUF	019102	14,297
MARTERA	T730	1988	FRUEHAUF	019103	14,297
MARTERA	T731	1988	FRUEHAUF	019104	14,297
MARTERA	T732	1988	FRUEHAUF	019105	14,297
MARTERA	T733	1988	FRUEHAUF	019106	14,297
MARTERA	T734	1988	FRUEHAUF	019107	14,297
MARTERA	T735	1988	FRUEHAUF	019108	14,297
MARTERA	T736	1988	FRUEHAUF	019109	14,297
MARTERA	T737	1988	FRUEHAUF	019110	14,297
MARTERA	T738	1988	FRUEHAUF	1H2V94527JB024901	14,297
MARTERA	T739	1988	FRUEHAUF	1H2V04529JB024902	14,297
MARTERA	T740	1988	FRUEHAUF	1H2V04520JB024903	14,297
MARTERA	T741	1988	FRUEHAUF	1H2V04522JB024904	14,297
MARTERA	T742	1988	FRUEHAUF	1H2V04524JB024905	14,297
MARTERA	T743	1988	FRUEHAUF	1H2V04526JB024906	14,297
MARTERA	T744	1988	FRUEHAUF	1H2V04528JB024907	14,297
MARTERA	T745	1988	FRUEHAUF	1H2V0452XJB024908	14,297
MARTERA	T746	1988	FRUEHAUF	1H2V04521JB024909	14,297
MARTERA	T747	1988	FRUEHAUF	1H2V04528JB024910	14,297
MARTERA	T748	1988	FRUEHAUF	1H2V04527JB035204	14,297

TRAILERS CONT.

<u>OWNER</u>	<u>UNIT NO.</u>	<u>YEAR</u>	<u>MAKE</u>	<u>SERIAL NUMBER</u>	<u>COST</u>
MARTERA	T749	1988	FRUEHAUF	1H2V04529JB035205	14,297
MARTERA	T750	1988	FRUEHAUF	1H2V04525JB035203	14,297
MARTERA	T751	1988	FRUEHAUF	1H2V04521JB035201	14,297
MARTERA	T752	1988	FRUEHAUF	1H2V04523JB035202	14,297
MARTERA	T753	1988	FRUEHAUF	1H2V04522JB035207	14,297
MARTERA	T754	1988	FRUEHAUF	1H2V04520JB035206	14,297
MARTERA	T755	1988	FRUEHAUF	1H2V04522JB035210	14,297
MARTERA	T756	1988	FRUEHAUF	1H2V04524JB035208	14,297
MARTERA	T757	1988	FRUEHAUF	1H2V04526JB035209	14,297
MARTERA	T758	1988	FRUEHAUF	1H2V0452XKB005602	14,297
MARTERA	T759	1988	FRUEHAUF	1H2V04521KB005603	14,297
MARTERA	T760	1988	FRUEHAUF	1H2V04523KB005604	14,297
MARTERA	T761	1988	FRUEHAUF	1H2V04527KB005606	14,297
MARTERA	T762	1989	FRUEHAUF	1H2V04528KB005601	14,97
MARTERA	T763	1989	FRUEHAUF	1H2V04529KB005607	14,97
MARTERA	T764	1989	FRUEHAUF	1H2V04520KB005608	14,97
MARTERA	T765	1989	FRUEHAUF	1H2V04525KB005605	14,97
MARTERA	T766	1989	FRUEHAUF	1H2V04529KB005610	14,97
MARTERA	T767	1989	FRUEHAUF	1H2V04522KB005609	14,97
MARTERA	T768	1989	FRUEHAUF	1H2V04527KB010501	14,99
MARTERA	T769	1989	FRUEHAUF	1H2V04529KB010502	14,99

TRAILERS CONT.

<u>OWNER</u>	<u>UNIT NO.</u>	<u>YEAR</u>	<u>MAKE</u>	<u>SERIAL NUMBER</u>	<u>COST</u>
MARTERA	T770	1989	FRUEHAUF	1H2V04520KB010503	14,998
MARTERA	T771	1989	FRUEHAUF	1H2V04522KB010504	14,998
MARTERA	T772	1989	FRUEHAUF	1H2V04524KB010505	14,998
MARTERA	T773	1989	FRUEHAUF	1H2V04526KB010506	14,998
MARTERA	T774	1989	FRUEHAUF	1H2V04528KB010507	14,998
MARTERA	T775	1989	FRUEHAUF	1H2V0452XKB010508	14,998
MARTERA	T776	1989	FRUEHAUF	1H2V0452AKB010509	14,998
MARTERA	T777	1989	FRUEHAUF	1H2V04528KB010510	14,998
MARTERA	T778	1989	FRUEHAUF	1H2V0452XKB010511	14,998
MARTERA	T780	1989	FRUEHAUF	1H2V04523KB010513	14,998
MARTERA	T782	1989	FRUEHAUF	1H2V04527KB010515	14,998
MARTERA	T784	1989	FRUEHAUF	1H2V04520KB010517	14,998
MARTERA	T767	1989	FRUEHAUF	1H2V04520KB010520	14,998
MARTERA	T788	1989	FRUEHAUF	1H2V04522KB010521	14,998
MARTERA	T792	1989	FRUEHAUF	1H2V045XKB010525	14,998
MARTERA	T796	1989	FRUEHAUF	1H2V04527KB010529	14,998
MARTERA	T797	1989	FRUEHAUF	1H2V04523KB010530	14,998
MARTERA	T798	1989	FRUEHAUF	1H2V04525KB010531	14,998
MARTERA	T799	1989	FRUEHAUF	1H2V04527KB010532	14,998

DOLLY TRAILERS

<u>OWNER</u>	<u>UNIT NO.</u>	<u>YEAR</u>	<u>MAKE</u>	<u>SERIAL NUMBER</u>	<u>COST</u>
MARTERA	TD1	1988	FRUEHAUF	1H2E0061XJB042503	4,094
MARTERA	TD2	1988	FRUEHAUF	1H2E00616JB042501	4,094
MARTERA	TD3	1988	FRUEHAUF	1H2E00611JB042504	4,094
MARTERA	TD4	1988	FRUEHAUF	1H2E00618JB042502	4,094
MARTERA	TD5	1988	FRUEHAUF	1H2E00613JB042505	4,094

TRACTORS

<u>OWNER</u>	<u>UNIT NO.</u>	<u>YEAR</u>	<u>MAKE</u>	<u>SERIAL NUMBER</u>	<u>COST</u>
MARTERA	D1	1973	GMC	605741	11,200
FEL	D6	1981	MACK	2M2W128Y78C16586	42,000
FEL	D7	1981	MACK	2M2W128Y98C016587	42,000
MARTERA	D8	1978	MACK	U686T4213	19,500
FEL	D9	1978	MACK	U686T4214	19,500
FEL	D10	1983	MACK	2M2N166YXDC087709	41,000
FEL	D12	1983	MACK	2M2N166Y6DC087710	41,000
FEL	D14	1983	MACK	2M2N166Y8DC087711	41,000
FEL	D15	1983	MACK	2M2N166Y3DC087714	41,920
FEL	D16	1983	MACK	1M2N166BODA087683	41,920
FEL	D17	1983	MACK	1M2N166B2DA087684	41,920
FEL	D18	1983	MACK	1M2N166C3DA087606	41,920
FEL	D19	1983	MACK	1M2N166C5DA087607	41,920
FEL	D20	1983	MACK	2M2N166Y5DC087715	41,000
FEL	D21	1984	MACK	1M2N185X7EA088386	44,800
FEL	D22	1984	MACK	1M2N185X9EA088387	44,800

TRACTORS CONTINUED

<u>OWNER</u>	<u>UNIT NO.</u>	<u>YEAR</u>	<u>MAKE</u>	<u>SERIAL NUMBER</u>	<u>COST</u>
FEL	D25	1978	MACK	R685ST73680	22,800
FEL	D26	1984	MACK	1M2N185X1EA088383	48,375
FEL	D27	1984	MACK	1M2N185X3EA088384	48,375
FEL	D28	1984	MACK	1M2N185X3EA088385	48,375
FEL	D29	1984	MACK	1M2N185X3EA090359	44,800
FEL	D30	1984	MACK	1M2N185X3EA090360	44,800
FEL	D31	1984	MACK	1M2N185X1EA090361	44,800
FEL	D32	1984	MACK	1M2N185X3EA090362	44,800
FEL	D33	1984	MACK	1M2N185X5EA090363	44,800
FEL	D34	1984	MACK	98599	48,500
FEL	D35	1985	MACK	98600	48,500
FEL	D36	1985	MACK	98601	48,500
FEL	D37	1986	MACK	1M2N185Y7GA003493	47,150
FEL	D38	1986	MACK	1M2N185Y9GA003494	47,150
FEL	D39	1986	MACK	1M2N179Y5GA004002	53,240
FEL	D40	1986	MACK	1M2N179Y9GA004004	53,240
FEL	D41	1986	MACK	1M2N185X2GA004008	47,150
FEL	D42	1986	MACK	1M2N185X0GA004007	47,150
FEL	D43	1986	MACK	1M2N179Y2GA004006	53,240

TRACTORS CONTINUED

<u>OWNER</u>	<u>UNIT NO.</u>	<u>YEAR</u>	<u>MAKE</u>	<u>SERIAL NUMBER</u>	<u>COST</u>
FEL	D44	1986	MACK	1M2N179Y7GA004003	53,241
FEL	D45	1986	MACK	1M2N179Y8GA005239	53,251
FEL	D46	1986	MACK	1M2N179Y4GA005240	53,251
FEL	D47	1986	MACK	1M2N179Y4GA005190	53,251
FEL	D48	1986	MACK	1M2N179Y6GA005191	53,251
FEL	D49	1986	MACK	1M2N179Y8GA005192	53,251
FEL	D50	1984	MACK	1M2N179Y9EA090802	32,380
FEL	D51	1986	MACK	1M2N185X2GA005241	47,159
FEL	D52	1984	MACK	1M2N179Y5EA086696	32,380
FEL	D53	1984	MACK	1M2N179Y0EA091420	32,380
FEL	D54	1984	MACK	1M2N179Y7EA086697	32,380
FEL	D55	1986	MACK	1M2N185X6GA005243	47,159
FEL	D56	1986	MACK	1M2N185X8GA005244	47,159
FEL	D57	1986	MACK	1M2N185X4GA005242	47,159
FEL	D58	1986	MACK	1M2N185XXGA005245	47,159
FEL	D59	1987	MACK	1M2N179Y6HA006505	53,241
FEL	D60	1987	MACK	1M2N179Y8HA006506	53,241
FEL	D61	1987	MACK	1M2N179Y0HA008671	53,241
FEL	D62	1987	MACK	1M2N179Y2HA008672	53,241
FEL	D63	1987	MACK	1M2N179Y2HA008672	53,241

TRACTORS CONTINUED

<u>OWNER</u>	<u>UNIT NO.</u>	<u>YEAR</u>	<u>MAKE</u>	<u>SERIAL NUMBER</u>	<u>COST</u>
FEL	D64	1987	MACK	1M2N179Y9HA008670	53,241
FEL	D65	1987	MACK	1M2N179Y9HA008667	53,241
FEL	D66	1987	MACK	1M2N179Y0HA008668	53,241
FEL	D67	1988	MACK	1M2N185XXJW009662	47,195
FEL	D68	1988	MACK	1M2N185X8JW009661	47,195
FEL	D69	1984	MACK	1M2N179Y8EA093545	31,000
FEL	D70	1984	MACK	1M2N179Y7EA090801	32,380
FEL	D71	1984	MACK	1M2N179Y6EA090806	32,380
FEL	D72	1988	MACK	1M2N278Y0JW005230	42,330
FEL	D73	1988	MACK	1M2N278Y0JW005231	42,330
FEL	D74	1988	MACK	1M2N277Y7JW005551	53,241
FEL	D75	1988	MACK	1M2N277Y9JW005552	48,026
FEL	D76	1988	MACK	1M2N277Y0JW005553	47,996
FEL	D77	1988	MACK	1M2N277Y2JW005554	53,241
FEL	D78	1988	MACK	1M2N277Y8JW005784	53,241
FEL	D79	1988	MACK	1M2N277YXJW005785	53,241
FEL	D80	1988	MACK	1M2N277Y1JW005786	47,897
FEL	D81	1988	MACK	1M2N277Y3JW005787	47,897
FEL	D82	1989	MACK	1M2N278X9KW008104	47,159
FEL	D83	1989	MACK	1M2N278X0KW008105	47,159
FEL	D84	1989	MACK	1M2N278X2KW008106	47,159

TRACTORS CONTINUED

<u>OWNER</u>	<u>UNIT NO.</u>	<u>YEAR</u>	<u>MAKE</u>	<u>SERIAL NUMBER</u>	<u>COST</u>
FEL	D85	1989	MACK	1M2N277Y5KW008093	54,053
FEL	D86	1989	MACK	1M2N277Y7KW008094	54,053
FEL	D87	1989	MACK	1M2N277Y0KW008096	54,053
FEL	D88	1989	MACK	1M2N278X4KW008107	54,053
FEL	D89	1989	MACK	1M2N278X6KW008108	54,053
FEL	D90	1989	MACK	1M2N277Y9KW008095	54,053
FEL	D91	1989	MACK	2M2N277Y5KC008641	55,731
FEL	D92	1989	MACK	2M2N277Y7KC008642	55,731
FEL	D93	1989	MACK	2M2N277Y9KC008643	55,731
FEL	D94	1989	MACK	2M2N277Y0KC008644	55,731
FEL	D95	1989	MACK	2M2N277Y2KC008645	55,731
FEL	D96	1989	MACK	2M2N277Y4KC008646	55,731
FEL	D97	1989	MACK	2M2N277Y6KC008647	55,731

PITT-OHIO EXPRESS, INC.

APPENDIX 12-3

OPERATING AUTHORITY TO BE TRANSFERRED
(Excerpt from Tose-Fowler Pa. PUC Certificate
at Docket No. A-00068623*)

I. Folder 5, Am-E (as modified)

① To transport, as a Class D carrier, property, between points in and east of the Counties of Adams, Cumberland, Perry, Juniata, Mifflin, Union, Clinton and Tioga;

subject to the following conditions:

1. That no right, power or privilege is granted to transport garments, and materials, supplies and trimmings, incidental to the manufacture of said garments, between manufacturers, processors and contractors thereof;
2. That no right, power or privilege is granted to transport commodities in bulk, in dump or tank vehicles;
3. That no right, power or privilege is granted to transport commodities which, because of their size or weight, require the use of special equipment;
4. That no right, power or privilege is granted to transport iron and steel and iron and steel articles on flatbed trailers;
5. That no right, power or privilege is granted to transport household goods and office furnishings, in use, to or from points in the Counties of Adams, Berks, Clinton, Cumberland, Dauphin, Juniata, Lancaster, Lebanon, Lycoming, Mifflin, Montour, Northumberland, Perry, Schuylkill, Snyder, Union, York and Lackawanna and between points in the Borough of Duryea, Luzerne County and within eight miles by the usually travelled highways of the limits of said Borough.
6. That no right, power or privilege is granted to transport, limestone, limestone products and fertilizer from points in York County.
7. That no right, power or privilege is granted to transport such merchandise as is dealt in by wholesale, retail and chain grocery and food business houses, to or from points in the County of York and the township of Conawago, Adams County.

*Restrictions to the authority intended to eliminate any duplicating rights problems are designated by underlining.

8. That no right, power or privilege is granted to transport property to or from the facilities of Sky Brothers of Lemoyne, Inc. in the City of Harrisburg, Dauphin County or to and from the facilities of Sky Brothers of Allentown and Allentown Public Storage in the Township of Hanover and the City of Allentown, Lehigh County.
9. That no right, power or privilege is granted to transport wood and wood products to or from the City of Lock Haven, Clinton County and points within 35 statute miles of the limits of said City.
10. That no right, power or privilege is granted to transport scrap metal and scrap paper for Hodes Industries, Inc. to or from its facilities in Lock Haven, Clinton County.
11. That no right, power or privilege is granted to transport grain and grain products to or from points in Clinton County.
12. That no right, power or privilege is granted to transport property to or from American Home Foods Division of American Home Products Corp., in the Township of Turbot and the Borough of Milton, Northumberland County.
- [13. That no right, power or privilege is granted to permit service for Philadelphia Electric Company between points within 40 miles of the limits of Norristown.]

II. Folder 5, Am-F (as modified)

To transport, as a Class D carrier, property, between points in the borough of Moosic, Lackawanna County, and within an airline distance of fifty (50) statute miles of the limits thereof, and from points in the said area to points within an airline distance of one-hundred twenty-five (125) statute miles of the limits of said borough, and vice versa:

Subject to the following conditions:

1. That no right, power or privilege is granted to transport iron and steel and iron and steel articles from points in the city of Allentown, Lehigh County, and within an airline distance of thirty (30) statute miles of the limits of the said city, on flatbed trailers.

2. That no right, power or privilege is granted to transport garments and/or wearing apparel and materials, supplies and trimmings incidental to the manufacture of said garments and/or wearing apparel, between manufacturers, processors and contractors thereof.
3. That no right, power or privilege is granted to transport property to points located in the counties of McKean, Cameron, Clearfield, Blair, Bedford and Indiana.
4. That no right, power or privilege is granted to transport property which, by reason of size or weight, requires special equipment, special handling or rigging.
5. That no right, power or privilege is granted to transport commodities in bulk in tank vehicles.
6. That no right, power or privilege is granted to transport household goods in use.

III. Folder 3 (as modified)

5. To transport, as a Class B carrier, property between points in the City of Scranton, Lackawanna County and within three (3) miles of the limits of said City. [Limited to the transportation of household goods.]

Folder No. 15 (second paragraph)

To transport, as a Class D carrier, household goods in use, from points in the City of Scranton, Lackawanna County, and within three (3) miles of the limits of said City to other points in Pennsylvania, and vice versa (Formerly A. 20726, Folder 11).

PITT-OHIO EXPRESS, INC.COMPARATIVE BALANCE SHEET - UNAUDITED

<u>ASSETS</u>	<u>December 31,</u>	
<u>CURRENT ASSETS</u>	<u>1988</u>	<u>1987</u>
Cash In Bank	\$ 163,579	\$ 202,239
Temporary Cash Investments	1,199,702	255,405
Notes Receivable	283,047	88,365
Accounts Receivable - Customers	2,349,640	1,635,430
Accounts Receivable - Other	73,932	154,514
Accounts Receivable - Intercompany	91,825	4,760
Material & Supplies	134,131	112,117
Prepaid Items	249,903	168,881
<u>TOTAL CURRENT ASSETS</u>	<u>4,545,759</u>	<u>2,621,711</u>
 <u>FIXED ASSETS AT COST</u>		
Office Equipment	406,605	254,122
Miscellaneous & Dock Equipment	183,526	142,450
Service Cars	122,523	106,692
Leasehold Improvements	241,209	101,340
	<u>953,863</u>	<u>604,604</u>
Less: Depreciation Taken	302,296	164,439
<u>TOTAL FIXED ASSETS</u>	<u>651,567</u>	<u>440,165</u>
 <u>OTHER ASSETS</u>		
Note Receivable	305,427	122,145
Intangible Property	104,236	93,771
Franchises & Organization Costs	231,318	214,443
	<u>640,981</u>	<u>430,359</u>
Less: Allowance for Amortization	144,443	124,418
<u>TOTAL OTHER ASSETS</u>	<u>496,538</u>	<u>305,941</u>
<u>TOTAL ASSETS</u>	<u>\$ 5,693,864</u>	<u>\$ 3,367,817</u>

PITT-OHIO EXPRESS, INC.

COMPARATIVE BALANCE SHEET - UNAUDITED

<u>LIABILITIES AND SHAREHOLDERS' EQUITY</u>	<u>December 31,</u>	
<u>CURRENT LIABILITIES</u>	<u>1988</u>	<u>1987</u>
Notes Payable - Bank	\$ None	\$ None
Notes Payable - Other	None	35,564
Equipment Obligations	None	None
Accounts Payable - Intercompany	170,495	185,795
Accounts Payable	582,436	621,820
Interline Accounts Payable	None	282
Payroll Deductions	92,967	32,575
Accrued Salaries & Wages	111,532	174,209
Accrued Profit Sharing	306,486	155,442
C.O.D.'s Payable	None	149
Accrued Taxes	75,167	117,126
Other Accrued Liabilities	162,726	55,308
Federal & State Income Taxes	450,421	(98,582)
<u>TOTAL CURRENT LIABILITIES</u>	<u>1,952,230</u>	<u>1,279,688</u>
 <u>LONG-TERM DEBT</u>		
Notes Payable	None	50,904
Equipment Obligations	None	None
<u>TOTAL LONG-TERM DEBT</u>	<u>None</u>	<u>50,904</u>
 <u>DEFERRED INCOME TAXES</u>	 <u>425,883</u>	 <u>172,844</u>
 <u>SHAREHOLDERS' EQUITY</u>		
Common Stock - 1,000 Shares	1,000	1,000
Paid In Capital	49,000	49,000
Retained Earnings	3,265,751	1,814,381
<u>TOTAL SHAREHOLDERS' EQUITY</u>	<u>3,315,751</u>	<u>1,864,381</u>
 <u>TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY</u>	 <u>\$ 5,693,864</u>	 <u>\$ 3,367,817</u>

PITT-OHIO EXPRESS, INC.

COMPARATIVE STATEMENT OF INCOME AND RETAINED EARNINGS - UNAUDITED

	December 31,	
	1988	1987
<u>INCOME</u>		
Freight Revenue	\$ 22,994,136	\$ 16,662,563
Other Fees & Charges	246,145	187,665
<u>TOTAL REVENUE</u>	<u>23,240,281</u>	<u>16,850,228</u>
<u>EXPENSES</u>		
Salaries - Officers	853,900	585,000
Salaries & Wages	8,459,808	6,086,078
Other Fringes	1,957,345	1,448,194
Operating Supplies & Expenses	2,504,211	2,073,633
General Supplies & Expenses	728,005	534,921
Operating Taxes & Licenses	560,094	469,585
Insurance	941,391	727,775
Communications & Utilities	440,124	293,644
Depreciation & Amortization	157,882	615,957
Equipment Rents & Purchased Transportation	3,443,975	2,522,900
Building & Office Equipment Rents	372,344	344,012
Miscellaneous Expenses	293,973	171,421
<u>TOTAL EXPENSES</u>	<u>20,713,052</u>	<u>15,873,120</u>
<u>NET OPERATING REVENUE</u>	<u>2,527,229</u>	<u>977,108</u>
<u>OTHER INCOME & EXPENSES</u>		
Dividend Income	6,547	20,738
Rental Income	6,000	6,000
Interest Income	49,331	33,174
Miscellaneous Income (Loss)	(34,755)	None
Interest Expense	(4,501)	(94,971)
<u>TOTAL OTHER INCOME & EXPENSES</u>	<u>22,622</u>	<u>(35,059)</u>
<u>NET PROFIT BEFORE INCOME TAXES</u>	<u>2,549,851</u>	<u>942,049</u>
Federal & State Income Taxes	1,047,173	369,884
<u>NET INCOME</u>	<u>1,502,678</u>	<u>572,165</u>
<u>RETAINED EARNINGS - BEGINNING OF YEAR</u>		
Stock Dividend	None	(787,381)
Officers' Life Insurance Premiums - Net	13,919	(17,045)
Prior Period Adjustment	(37,145)	679
Non-deductible Expense	(28,082)	(24,949)
<u>RETAINED EARNINGS - END OF YEAR</u>	<u>\$ 3,265,751</u>	<u>\$ 1,814,381</u>

APPLICATION OF PITT-OHIO EXPRESS, INC.

APPENDIX 12-5

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

Transferor will pay all of its present unpaid business debts, if any, from current assets or, if necessary, from the proceeds of the instant sale.

APPLICATION OF PITT-OHIO EXPRESS, INC.

APPENDIX 12-6

STATEMENT OF SAFETY PROGRAM

Applicant maintains a complete safety program which is conducted in compliance with the safety regulations of the United States Department of Transportation, the Pa. Department of Transportation, the Pennsylvania Public Utility Commission and the Interstate Commerce Commission. Under this program all drivers are investigated and thoroughly examined prior to employment. Before a driver is allowed to take charge of any road equipment, he must successfully demonstrate his ability to operate safely such equipment. During the time of his employment he is periodically given safety instructions that require him to meet certain high standards of operation. The program also includes safety meetings at which films are shown and discussions conducted concerning the safe operation of equipment. Safety awards are given for accident-free driving as an incentive to safe driving.

Pitt-Ohio has implemented a preventive maintenance program which requires the checking and servicing of equipment on a regular basis. At the end of each day, each driver turns in an equipment report describing any defects which are repaired during the evening. No truck is dispatched until the defect has been fully corrected. Every

outbound trailer is checked by mechanics prior to departure for tires, lights, brakes, etc.

Each vehicle is given a routine service check every 12,000 miles to insure that it is safe to operate and to avoid possible breakdowns while on the road. The company operates its own maintenance facility in Pittsburgh and employs twelve mechanics.

Pitt-Ohio has a satisfactory safety fitness rating issued by the U.S. Department of Transportation. It has and continues to be in compliance with the safety regulations promulgated by the Pennsylvania and U.S. Departments of Transportation, the Pennsylvania Public Utility Commission and the Interstate Commerce Commission.

APPLICATION OF PITT-OHIO EXPRESS, INC.

APPENDIX 12-7

STATEMENT OF TRANSFEREE'S EXPERIENCE

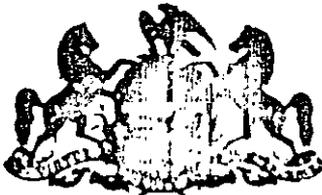
Transferee is a large regional interstate and Pennsylvania intrastate motor carrier. It holds authority from the Interstate Commerce Commission at Docket No. MC-30136 to transport general commodities, with the usual exceptions, pursuant to which it provides extensive service primarily between points in the eastern United States. It also holds authority issued by the Pennsylvania Public Utility Commission pursuant to which it has become one of the largest Pennsylvania intrastate carriers. For the calendar year 1988 Pitt-Ohio generated total operating revenues of more than 23 million dollars and net profits before income taxes in excess of \$2.5 million dollars.

Pitt-Ohio is owned and managed by the Charles Hammel family which is now in its third generation of providing continued and uninterrupted transportation service between points in Pennsylvania. The company specializes in providing a general freight service, including the handling of all sizes of shipments from small LTL shipments to full truckloads. Approximately 95% of its shipments weigh less than 10,000 pounds and 40% weigh less than 1,000 pounds.

Pitt-Ohio has the equipment, facilities and expertise to provide a service designed to meet the needs of the shipping public in Pennsylvania. The financial statements attached hereto as Appendix 12-4 demonstrate the strong financial condition of Pitt-Ohio.

The acquisition of the Tose-Fowler operating authority involved in this application permits Pitt-Ohio to extend its service to an area encompassing all points in a large portion of eastern Pennsylvania. This enables the company to complement its existing service and to meet the needs of the shipping public in that area.

Commonwealth of Pennsylvania



Department of State

680552

To All to Whom These Presents Shall Come, Greeting:

Whereas, Under the provisions of the Business Corporation Law, approved the 5th day of May, Anno Domini one thousand nine hundred and thirty-three, P. L. 364, as amended, the Department of State is authorized and required to issue a

CERTIFICATE OF INCORPORATION

evidencing the incorporation of a business corporation organized under the terms of that law; and

Whereas, The stipulations and conditions of that law have been fully complied with by the persons desiring to incorporate as

PITT-OHIO EXPRESS, INC.

Therefore, Know Ye, That subject to the Constitution of this Commonwealth and under the authority of the Business Corporation Law, I do by these presents, which I have caused to be sealed with the Great Seal of the Commonwealth, create, erect, and incorporate the incorporators of and the subscribers to the shares of the proposed corporation named above, their associates and successors, and also those who may thereafter become subscribers or holders of the shares of such corporation, into a body politic and corporate in deed and in law by the name chosen hereinbefore specified, which shall exist perpetually and shall be invested with and have and enjoy all the powers, privileges, and franchises incident to a business corporation and be subject to all the duties, requirements, and restrictions specified and enjoined in and by the Business Corporation Law and all other applicable laws of this Commonwealth.

Given under my Hand and the Great Seal of the Commonwealth, at the City of Harrisburg, this 13th day of December in the year of our Lord one thousand nine hundred and seventy-eight and of the Commonwealth the two hundred and third

Barton A. Fields

Secretary of the Commonwealth

PITT-OHIO EXPRESS, INC.

APPENDIX 12-9

CORPORATE DATA

1. Names, Titles and Addresses of Corporate Officers:

<u>Name</u>	<u>Title</u>	<u>Address</u>
Charles L. Hammel, III	President	26th & A.V.R.R. Pittsburgh, PA 15222
Kenneth W. Hammel	Vice President	" "
Robert F. Hammel	Secretary/ Treasurer	" "

2. Names and Addresses of Corporate Directors:

<u>Name</u>	<u>Address</u>
Charles L. Hammel, III	26th & A.V.R.R. Pittsburgh, PA 15222
Kenneth W. Hammel	" "
Robert F. Hammel	" "

3. Name, Address and Number of Shares Held by Each Shareholder:

<u>Name</u>	<u>Address</u>	<u>Number of Shares</u>
Hammel Enterprises, Inc.	26th & A.V.R.R. Pittsburgh, PA 15222	50,000

4. Names, addresses and number of shares held by each shareholder of Hammel Enterprises, Inc.

<u>Names</u>	<u>Address</u>	<u>Number of Shares</u>
Charles L. Hammel, III	26th & A.V.R.R. Pittsburgh, PA 15222	1,000 (common)

Robert F. Hammel

26th & A.V.R.R. 1,000
Pittsburgh, PA 15222 (Common)

Kenneth W. Hammel

" " "

5. Corporate Purpose Clause:

To engage in and do any lawful act concerning any and all lawful business for which corporations may be incorporated under the Business Corporation Act of May 5, 1933, P.L. 364, as amended, and for these purposes to have, possess and enjoy all the rights, benefits and privileges of said Act of Assembly.

JUN 7 1989

MCB
BR-4

INTERSTATE COMMERCE COMMISSION

DECISION

No. MC-F-19416 TA

PITT-OHIO EXPRESS, INC. -- PURCHASE EXEMPTION --
TOSE-FOWLER, INC.

Decided: June 2, 1989

On May 26, 1989, Pitt-Ohio Express, Inc. (lessee), of Pittsburgh, PA, filed an application under 49 U.S.C. 11349 for temporary authority (TA) to lease the operating rights of Tose-Fowler, Inc. (lessor), of Scranton, PA, which are contained in (1) lessor's Interstate Commerce Commission Permit No. MC-7698 (Sub-No. 20), and (2) those portions of lessor's Pennsylvania Public Utility Commission Certificate in Docket No. A-00068623 which are indicated in the appendix to this decision, pending the final disposition of a concurrently filed petition for exemption under 49 U.S.C. 11343(e).

Applicants have demonstrated that failure to grant the TA may result in destruction of or injury to lessor's operating rights, or substantially interfere with their usefulness in providing adequate and continuous service to the public. Accordingly, the TA should be granted. See 49 U.S.C. 11349(a).

This decision will not significantly affect the quality of the human environment or the conservation of energy resources.

It is ordered:

(1) Lessee is authorized to lease the operating rights of lessor (as specified in the Appendix) for a period of 180 days. However, pursuant to 49 CFR 1163.1(a)(2), this authority shall be extended until final disposition of the related exemption petition, unless otherwise ordered by the Commission.

(2) Lessee may begin operations under the leased authority, using the lessor's docket number(s), as soon as it complies with the conditions set forth in 3(a) below.

(3) The authority granted by this decision shall terminate unless lessee shall have:

(a) complied with the appropriate statutory and regulatory provisions (i) for certificates, governing insurance, tariffs, and designation of agents (see 49 U.S.C. 10927, 10761-62, and 10330; accord, 49 CFR Parts 1043, 1312, and 1044),

and (ii) for permits, governing insurance, designation of agents, and contracts (see 49 U.S.C. 10927, 10330, and 10764; accord, 49 CFR Parts 1043, 1044, and 1053);

(b) commenced operations pursuant to the authority granted in this decision;

(c) confirmed, in writing, to the Commission, immediately upon commencement of operations, the date operations were commenced; and

(d) filed with the Commission 3 copies of the approved lease agreement, if this has not previously been done.

By the Commission, the Motor Carrier Board, Members

(SEAL)

Noreta R. McGee
Secretary.

APPENDIX

This notice authorizes, subject to the terms and conditions stated above, the temporary lease of lessor's operating rights which are contained in (1) lessor's Interstate Commerce Commission Permit No. MC-7698 (Sub-No. 20), and (2) the following portions of lessor's Pennsylvania Public Utility Commission Certificate in Docket No. A-00068623: (a) the authorization in folder 5, AM-E to transport, as a Class D carrier, property between points in and east of the Counties of Adams, Cumberland, Perry, Juniata, Mifflin, Clinton, and Tioga, PA, (b) the authorization in folder 5, AM-F, to transport property, in dump vehicles, between points in the Borough of Moosic, Lackawanna County and within an airline distance of 50 statute miles of the limits thereof, and from points in the said area to points within an airline distance of 125 statute miles of the limits of the Borough of Moosic, Lackawanna County, and vice versa, (c) the authorization in folder 3, paragraph 5, to transport, as a Class B carrier, property between points in the City of Scranton, Lackawanna County and within 3 miles of the limits of said city (limited to the transportation of household goods), and (d) the authorization in folder 15 (second paragraph) to transport, as a Class D carrier, household goods in use, from points in the City of Scranton, Lackawanna County and within 3 miles of the limits of said city to other points in Pennsylvania, and vice versa.

PITT-OHIO EXPRESS, INC. -- PURCHASE EXEMPTION -- TOSE-FOWLER, INC.

^b
Petitioners' representatives:

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

and James W. Patterson, Esq.
Rubin Quinn Moss & Heaney
1800 Penn Mutual Tower
510 Walnut Street
Philadelphia, PA 19106-3619

Comments should refer to No. MC-F-19416.

Under 49 U.S.C. 11343(a), the Commission has exempted, subject to public comment, the purchase by Pitt-Ohio Express, Inc. (Pitt) (MC-30136), of the operating rights of Tose-Fowler, Inc. (Tose), that are contained in: (1) Tose's Interstate Commerce Commission Permit No. MC-7698 (Sub-No. 20), which authorizes Irregular-route motor Contract Carrier service in the transportation of general commodities (with exceptions), between points in the United States (except Alaska and Hawaii), under continuing contract(s) with commercial shippers or receivers of such commodities; and (2) the following portions of Tose's Pennsylvania Public Utility Commission Intrastate motor carrier Certificate in Docket No. A-00068623: (a) the authorization in folder 3, AM-E, to transport property between points in and east of the Counties of Adams, Cumberland, Perry, Juniata, Mifflin, Clinton, and Tioga, PA, (b) the authorization in folder 3, AM-F, to transport property, generally between points in the Borough of Moosic, Lackawanna County and within a described distance; (c) the authorization in folder 3, paragraph 5, to transport, household goods between points in the City of Scranton, within 3 miles of its limits; and (d) the authorization in folder No. 15 (second paragraph) to transport household goods from Scranton, and within 3 miles of its limits to other points in Pennsylvania, and vice versa.

Pitt holds Irregular-route motor Common Carrier authority to transport general commodities (with exceptions), between points in Pennsylvania, New York, New Jersey, Massachusetts, Connecticut, Rhode Island, Delaware, Maryland, Virginia, Kentucky, North Carolina, West Virginia, Ohio, Indiana, Illinois, Missouri, Michigan, Wisconsin, and the District of Columbia. The Commission, in No. MC-F-19416 TA, previously granted Pitt temporary authority to lease Tose's above-noted operating rights pending disposition of the instant exemption petition.