

A-00107793F2

APPLICATION

F2 AMB

LAW OFFICES
LOUIS J. CARTER
7300 CITY LINE AVENUE
PHILADELPHIA, PA. 19151-2291
(215) 879-8665

LOUIS J. CARTER*
JOEL E. MAZOR**
JILL EISEMAN BRONSON**
* PENNA. & D.C. BAR
** PENNA. & N.Y. BAR



TELECOPIER #(215) 877-0955

IN REPLY PLEASE
REFER TO FILE NO.

I60544.31.204
T20520

May 15, 1992

Office of the Secretary (Filing Unit)
Pennsylvania Public Utility Commission
North Office Building
Harrisburg, PA 17105-3265

Re: Application of

Docket No. A-

TRANS AMERICAN TRUCKING SERVICE, INC.
(Transfer of Operating Authority of
Industrial Transportation, Inc. at A-00107196)

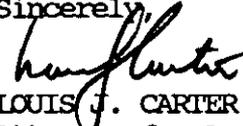
To the Secretary:

Enclosed herewith for filing are an original and two copies of

1. Application for Approval of Transfer and Exercise of Common Carrier or Contract Rights by Trans American Trucking Service, Inc. with required Exhibits; and
2. Check #038321 (TATSI) for filing fee in the amount of \$350.00.

Kindly acknowledge receipt with docket number assigned and advise if you require anything further.

Sincerely,

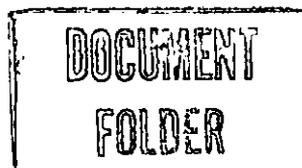

LOUIS J. CARTER
Attorney for Applicant

LJC/jmr/c2
Enc: Check #038321 (TATSI) for \$350.00

cc: Trans American Trucking Service, Inc.
Attn: Mr. Ronald McGraw, w/enc.

Industrial Transportation, Inc.

indtrns.ltr



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

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

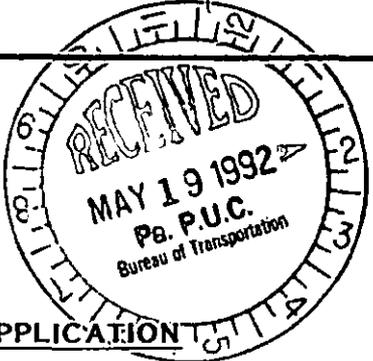
Application of Trans American Trucking Service, Inc.
(Applicant/Transferee-Buyer)

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

No. A.107196, Folder No. 1 & 2, issued to
Industrial Transportation, Inc.
(Transferor-Seller)

for transportation of property
(persons-property)

PUC USE ONLY
Docket No. A-107793
Folder No. 0002 AMB



SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

1. Trans American Trucking Service, Inc.
(Full and correct name of applicant/transferee)

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

The trade name N/A been registered with the Secretary of the
(has or has not)

Commonwealth on N/A (attach copy of stamped registration form.)
(date)

3. 115 St. Nicholas Avenue
(Business Street Address) (P.O. Box, if any)

South Plainfield Middlesex NJ 07080 908-755-9000
(City) (County) (State) (Zip) (Telephone)

**DOCUMENT
FOLDER**

DOCKETED
APPLICATION DOCKET
JUN 4 1992
ENTRY No. 1

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

Louis J. Carter, Esq., 7300 City Line Ave., Phila. PA 19151 (215) 879-8665
(Name) (Address) (Telephone)

5. Any documents should be mailed to:

Transferee: Louis J. Carter, Esq., 7300 City Line Ave., Phila. PA 19151
(Name) (Address)

Transferor: Louis J. Carter, Esq., 7300 City Line Ave., Phila. PA 19151
(Name) (Address)

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

A- 00107793 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 149576.

8. Applicant is (check one):

Individual.

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

(Name) (Address)

Corporation. Organized under the laws of the State of New Jersey
and qualified to do business in Pennsylvania by registering with the Secretary of the Commonwealth on 10/09/87 (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. Certificate of Incorporation and Statement of Charter Purpose are attached as Exhibit 8.

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.

Applicant is not in control of or affiliated with any other carrier.

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

11. The reason for the transfer is Penna. PUC Order of Reinstatement adopted March 12, 1992 and entered March 18, 1992 at PA PUC Docket A-00107196C901

12a. The following must be attached:

Exhibit

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

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

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

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

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

Transferee sign here: Trans American Trucking Service, Inc. May 15, 1992
(Corporate Seal) (Date)

By

Ronald McGraw, President

Transferor sign here: Industrial Transportation, Inc. May 15, 1992
(Corporate Seal)

By

Low J. Carter Attorney

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)

STATE OF NEW JERSEY

~~COMMONWEALTH OF PENNSYLVANIA~~ :

: ss:

MIDDLESEX County :

Ronald McGraw, being duly sworn (affirmed) according to law, deposes and says that he is President of Trans American Trucking Service, 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 Trans American Trucking Service, Inc. to be able to prove the same (Name of Corporation)

the same at the hearing hereof.

Signature of Affiant

Sworn and subscribed before me this 7

day of MAY 19 92

My Commission Expires 1/31/97

Signature of Official Administering Oath

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

COMMONWEALTH OF PENNSYLVANIA :
: ss:
_____ County :

_____, being duly sworn (affirmed) according to law, deposes and says that the facts above set forth are true and correct; or are true and correct to the best of his knowledge, information and belief and he expects to be able to prove the same at the hearing hereof. The undersigned understands that the statements therein are made subject to the penalties of 18 Pa.C.S. Sec. 4904 relating to unsworn falsification to authorities.

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:
Philadelphia _____ County :

LOUIS J. CARTER _____, ~~being duly sworn (affirmed) according to law,~~
deposes and says that he is General Counsel of INDUSTRIAL TRANSPORTATION _____;
(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 Industrial Transportation, Inc _____ to be able to prove the
(Name of Corporation)

same at the hearing hereof. The undersigned understands that the statements therein are made subject to the penalties of 18 Pa.C.S. Sec. 4904 relating to unsworn falsifications to authorities.

Louis J. Carter
Signature of Affiant
LOUIS J. CARTER, Attorney

~~Sworn and subscribed before me~~ Sworn and subscribed before me this _____15th
day of MAY _____ 1992

~~My Commission Expires~~ _____

~~Signature of Official Administering Oath~~

TRANSFER AGREEMENT
(PA PUC Motor Carrier Operating Authority)

This Agreement is entered into this 7 day of May, 1992 by and between INDUSTRIAL TRANSPORTATION, INC., hereinafter referred to as Transferor and TRANS AMERICAN TRUCKING SERVICE, INC., hereinafter referred to as Transferee.

WHEREAS, Transferor is a certificated common carrier by motor vehicle of property, authorized by the Pennsylvania Public Utility Commission (PA PUC) to perform transportation for hire at Docket A-00107196; and

WHEREAS, Transferor is desirous of selling and Transferee is desirous of purchasing the said PA PUC authority of Transferor:

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

1. (a) Transferor agrees to sell and transfer and Transferee agrees to purchase and receive the PA PUC authority of Transferor issued to it at Docket A-00107196. A copy of which authority is attached hereto as Exhibit "A".

(b) The parties hereto acknowledge that they have read Exhibit "A", which forms a part hereof, understand the same

and accept them and the explanation thereof as an integral part of this Agreement.

(c) No other property is the subject of this Agreement.

2. The total consideration or purchase price to be paid by Transferee to Transferor for the sale and transfer of the aforementioned portion of the PA PUC authority is TWENTY-TWO THOUSAND DOLLARS (\$22,000).

3. The total consideration shall be paid as follows:

(a) A deposit or down payment upon the purchase price in the amount of TWO THOUSAND TWO HUNDRED DOLLARS (\$2,200) has been paid by Transferee to Louis J. Carter, Esq., 7300 City Line Avenue, Philadelphia, PA 19151-2291, to be held in escrow in an interest-bearing account, in accordance with the terms of this Agreement. The interest earned therein shall inure to the benefit of the Transferor's said attorney.

(b) On or before May 12, 1992, Transferee shall execute and deliver to Transferor an executed copy of this agreement and the transfer application or this Agreement shall be of no force and effect.

(c) Fifteen days after the Pennsylvania Public Utility Commission (PA PUC) issues its compliance order approving the application for transfer, Transferee shall pay to Transferor the balance of the purchase price, to wit, NINETEEN THOUSAND, EIGHT HUNDRED DOLLARS (\$19,800) in cash or certified check.

(d) As security and as evidence of the promise to pay the balance of the consideration, namely NINETEEN THOUSAND EIGHT HUNDRED DOLLARS (\$19,800) above, Transferee has executed concurrently herewith, a Note payable to the order of Louis J. Carter, Esq., Transferor's attorney. A copy of said Note is attached hereto, made a part hereof and marked Exhibit "B". The original Note is tendered herein to Transferor's said attorney.

(e) At all times relevant hereto, Louis J. Carter, Esq., Escrow Holder, shall hold the monies held in escrow subject to his attorney's lien.

4. As used in this Agreement, approval shall mean an order of the PA PUC approving the transfer application for transfer of the subject authority from Transferor to Transferee, without any material deletions and without any material restrictions in the scope of authority or territory. Any changes which are not mentioned and do not affect the commodity or territorial scope of the present authority, will not invalidate the Commission's approval of the transfer under the terms of the Agreement.

5. Settlement or closing date, as used in this Agreement, shall mean 15 days after approval by the PA PUC as hereinbefore defined at which time all monies due are paid over to Transferor's attorney.

6. Settlement shall take place within fifteen days after entry of the compliance order of the PA PUC approving the transfer application. The place of settlement shall be at the office of Transferor's counsel, or at any place mutually agreed upon by the parties or by mail if agreeable.

7. If the PA PUC shall fail to approve the transfer, and there has been no default by Transferee, then all monies paid in escrow shall be returned to Transferee by the escrow holder without any deductions therefrom.

8. If the PA PUC approves the transfer application and after notice, the Transferee shall fail to comply with the PUC's order and pay the balance of the purchase price within the time specified, then the escrow deposit shall be forfeited to Transferor in addition to all other remedies of the Transferor.

9. It is acknowledged by both parties that the PA PUC authority here involved is unique and that money damages at law are inadequate. Therefore, Transferor agrees that if after approval of the transfer by the PA PUC and compliance by Transferee of its

obligations under this Agreement, Transferor fails to settle this Agreement or otherwise breaches it, Transferor hereby gives consent to an action in equity of specific performance.

10. Transferor warrants and represents that there are no encumbrances or liens against the PA PUC authority herein proposed to be transferred nor will there be at the time of settlement; that there are no pending actions or proceedings which would jeopardize the aforesaid authority nor will there be at the time of settlement except the reinstatement order of the PA PUC dated March 12, 1992 requiring this transfer to be applied for on or before May 18, 1992.

11. Transferee agrees that it will bear the financial obligation of, and proceed promptly to prepare and file and diligently prosecute the application before the PA PUC; and the settlement of the transaction.

12. Transferor agrees that it will fully cooperate in furnishing necessary information for the preparation of the transfer application and will attend and furnish information pertaining to it at any hearing required and execute all necessary documents to fulfill the intent of this Agreement, all at its own expense.

13. It is acknowledged by the parties that the escrow holder is not a party to this Agreement and is required only to follow the terms of this Agreement as to disbursement of the escrow funds. If there be any dispute between the parties, the escrow holder may pay the escrow money to any court of competent jurisdiction and be relieved of any further obligation hereunder.

14. The following general and administrative provisions are agreed to:

14.1 All parties will perform their respective obligations within a reasonable time to effectuate the intent of this Agreement. Time is of the essence to this Agreement as to all of its terms.

14.2 All notices shall be sufficient if given in writing and delivered personally or properly mailed by U.S. registered or certified mail, postage prepaid as follows:

TO SELLER: Industrial Transportation, Inc.
c/o Louis J. Carter, Esq.
7300 City Line Avenue
Philadelphia, PA 19151

TO BUYER: Mr. Ronald McGraw, President
Trans American Trucking Service, Inc.
115 St. Nicholas Avenue
South Plainfield, NJ 07080

14.3 This Agreement is binding upon the parties hereto, their heirs, successors and assigns.

14.4 If any part of this Agreement is adjudged invalid, illegal or unenforceable, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though the void parts were deleted.

14.5 This Agreement contains the entire Agreement between the parties concerning the subject hereof and may not be amended, supplemented or discharged, and no provisions hereof or thereof may be modified or waived, except expressly by an instrument in writing signed by the parties hereby affected or their counsel.

14.6 The parties agree to submit to arbitration any differences, disputes or controversies arising out of this contract or between or among them in accordance with the attachment hereto entitled "Arbitration Procedure Attachment", marked Exhibit "C".

14.7 This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument.

14.8 Having been agreed to and made in the Commonwealth of Pennsylvania, this Agreement shall be interpreted in accordance with the laws thereof.



TRANS AMERICAN TRUCKING SERVICE, INC.

115 St. Nicholas Avenue
South Plainfield, New Jersey 07080-1893
Phone: (908) 755-9000
Fax: (908) 755-9167

DESCRIPTION/INVENTORY OF EQUIPMENT

150 TON	19 AXLE	LOW BOY TRAILER
150 TON	15 AXLE	DROP FRAME TRAILER
85 TON	13 AXLE	LOW BOY TRAILER
100 TON	12 AXLE	LOW BOY TRAILER
80 TON	11 AXLE	LOW BOY TRAILER
70 TON	10 AXLE	LOW BOY TRAILER
60 TON	9 AXLE	LOW BOY TRAILER
60 TON	9 AXLE	LOW BOY TRAILER
50 TON	8 AXLE	LOW BOY TRAILER
50 TON	8 AXLE	LOW BOY TRAILER

- 23 LOW BED TRAILERS (STANDARD CAPACITY UP TO 35 TONS, AIR RIDE)
- 19 DROP DECK TRAILERS (STANDARD CAPACITY UP TO 35 TONS, AIR RIDE)
- 21 FLAT BED TRAILERS (STANDARD CAPACITY UP TO 35 TONS, AIR RIDE)
- 14 45' VAN TRAILERS
- ⁶₈₃ REMOVABLE GOOSENECK TRAILERS
- 14 TRACTORS, COMPANY OWNED/ 53 OWNER OPERATORS, 22 OF WHICH ARE QUALIFIED HEAVY-HAUL DRIVERS.

EXHIBIT B

EXHIBIT

INDUSTRIAL TRANSPORTATION, INC.

A.00107196, F.1

1. To transport, as a Class B carrier, property between points in the city and county of Philadelphia;
2. To transport, as a Class C carrier, automobiles, airplanes, lift vans, machinery, boats and exhibits, to and from convention halls in Philadelphia, scenery, trailers, acoustic boards and tanks, from points in the city and county of Philadelphia, to other points in Pennsylvania within an airline distance of one hundred twenty-five (125) miles of the Philadelphia City Hall and vice versa;
3. To transport, as a Class D carrier, tanks of all kinds and descriptions, iron and steel products, machinery, patterns, objects or structures requiring rigging or special handling such as boats, airplanes, automobiles, motor and other vehicles, contractors' equipment and machinery, acoustic boards, scenery and materials for exhibit and show purposes, including all types of mill work and building materials, lift vans or containers containing household goods, works of art and paintings in the manner of their original shipment, between points in the city and county of Philadelphia;
4. To transport, as a Class D carrier, tanks of all kinds and descriptions, iron and steel products, machinery, patterns, objects or structures requiring rigging or special handling such as boats, airplanes, automobiles, motor and other vehicles, contractors' equipment and machinery, acoustic boards, scenery and materials for exhibit and show purposes, including all types of mill work and building materials, lift vans or containers containing household goods, works of art and paintings in the manner of their original shipment, from points in the city and county of Philadelphia, to points within two hundred (200) miles by the usually traveled highways of the limits of said city, and vice versa;

5. To transport, as a Class B carrier, food and food products for Thomas C. Fluke Company, and electrical equipment and appliances for Electric Heating and Equipment Company, between points in the city of Philadelphia;
6. To transport, as a Class D carrier, food and food products for Thomas C. Fluke Company and electrical equipment and appliances for Electric Heating and Equipment Company, from points in the city of Philadelphia to points within two hundred (200) miles by the usually traveled highways of the limits thereof, and vice versa, excluding transportation to or from points on United States Highway Route No. 22, and within two (2) miles of the said highway, between the cities of Harrisburg, Dauphin County, and Lewistown, Mifflin County, and within ten (10) miles by the usually traveled highways of the limits of the borough of Lewistown, Mifflin County;

with all of the above rights subject to the following condition:

That no right, power or privilege is granted to provide service from retail stores to their customers.

7. To transport, as a Class D carrier, iron and steel, iron and steel articles and products and materials and supplies and equipment used or useful in the production, assembly and distribution of iron and steel and iron and steel articles and products, from the property of United States Steel Company located in Falls Township, Bucks County, to points in Pennsylvania, and vice versa;

with the above Right No. 7 subject to the following condition:

That no right, power or privilege is granted to transport liquids, in bulk in tank vehicles.

I60544.7196

Folder 2

1. To transport, as a Class C carrier, automobiles, airplanes, lift vans, machinery, boats and exhibits, to and from convention halls in Philadelphia, scenery, trailers, acoustic boards and tanks, between points in that part of Pennsylvania on and east of U.S. Highway Route 15, and from points in said territory to points in Pennsylvania and vice versa.

2. To transport, as a Class D carrier, tanks of all kinds and descriptions, iron and steel products, machinery, patterns, objects or structures requiring special rigging or special handling such as boats, airplanes, automobiles, motor and other vehicles, contractor's equipment and machinery, acoustic boards, scenery and materials for exhibit and show purposes, including all types of mill work and building materials, lift vans or containers containing household goods, works of art and paintings in the manner of their original shipment, between points in that part of Pennsylvania on and east of U.S. Highway Route 15, and from points in said territory to points in Pennsylvania and vice versa;

3. To transport, as a Class D carrier, electrical equipment and appliances between points in that part of Pennsylvania on and east of U.S. Highway Route 15, and from points in said territory to points in Pennsylvania and vice versa, excluding transportation to or from points on U.S. Highway Route 22, within two (2) miles of said highway between the city of Harrisburg, Dauphin County, and Borough of Lewistown, Mifflin County, and within ten (10) miles by the usually traveled highways of the said limits of the Borough of Lewistown, Mifflin County.

With all of the above rights subject to the following conditions:

a. That no right, power or privilege is granted to provide service from retail stores to their customers;

b. That no right, power or privilege is granted to transport oil, gasoline, kerosene or petroleum products in bulk in tank vehicles or household goods in use;

c. That no right, power or privilege is granted to serve facilities of Owens Corning Fiberglass Corp., Jones & Hunt, Inc. and Standard Steelworks;

d. That no right, power or privilege is granted to transport limestone, limestone products, or sand;

e. That all service granted herein shall be performed with tractor-trailer combinations or trucks with hydraulic tilting trailer beds and winches or straight trucks equipped with pintle hooks, hitches or bolts; and

f. That all service granted herein shall be for the account of Modern Handling Equipment Co.; Material Handling Equipment Co.; Master Equipment Rentals; Modern Equipment Rentals; Modern HiLift Equipment; HI Lift; Mobile Lifts, Inc.; Ingersoll-Rand Equipment Sales; Henkels & McCoy; Case Power & Equipment; C. Rich Co.; Riggs Distler; John Ashe Associates, Inc.; Basic Equipment Company; Malason-McCarrick Equipment Co.; Danella Companies, Inc.; Haverford Machine Company; Del-Val International Trucks, Inc.; Blue Bell Associates; Conrail; Mercer Supply, aka, Mercer Building Supplies; McDale Corporation; High Reach, aka, High Reach Co; Colonial Lift Truck Co., aka, Bakerlift of Pennsylvania, Inc.; Boehlinger, Inc.; Elliott & Frantz, Inc.; Peter Recchi & Son; Gran Turk Equipment Co.; David Erb Contractors, Inc.; Koller Brothers; J & R Puleo and Wholesale International, Inc.

\$19,800.00

Philadelphia, PA

May 13, 1992

Ninety (90) days after date the undersigned (and if more than one, each of them jointly and severally) hereinafter called Maker, promise(s) to pay to the order of LOUIS J. CARTER, OBLIGEE at his office in Philadelphia, PA, NINETEEN THOUSAND EIGHT HUNDRED DOLLARS (\$19,800.00) with interest at the rate of six percent (6%) per annum payable at maturity.

Upon the happening of any of the following events, each of which shall constitute a default hereunder, all liabilities of each Maker to Obligee shall become immediately due and payable without demand or notice, and interest on all such liabilities shall thereafter be payable at the rate of Ten percent (10%) per annum: (a) failure of any Obligor (which term shall include each Maker, endorser, surety and guarantor of this note) to perform any agreement hereunder, to pay interest hereon within ten days after it is billed, or pay any other liability whatsoever including rent and other charges due as rent, to Obligee when due; (b) the death of any Obligor; (c) the filing of any petition under the Bankruptcy Act, or any similar Federal or State statute, by or against any Obligor; (d) an application for the appointment of a receiver for, the making of a general assignment for the benefit of creditors by, or the insolvency of any Obligor; (e) the entry of a judgment against any Obligor; (f) the issuing of any attachment or garnishment, the making of any levy, or the filing of any lien against any property of any Obligor; (g) the taking of possession of any substantial part of the property of any Obligor at the instance of any Governmental authority; (h) the determination by Obligee or its officer that a material adverse change has occurred in the financial condition of any Obligor from the condition set forth in the most recent financial statement of such Obligor theretofore furnished to Obligee or from the condition of such Obligor as heretofore most recently disclosed to Obligee in any other manner. Upon the occurrence of any default hereunder, Obligee shall have the right, immediately and without further action by it, to set off against this note all money owed by Obligee in any capacity to each Obligor, whether or not due, and also to set off against all other liabilities of each Maker to Obligee shall be deemed to have exercised such right of set-off and to have made a charge against any such money immediately upon the occurrence of such default even though such charge is made or entered on the books of Obligee subsequent thereto. Any failure by Obligee to exercise any right hereunder shall not be construed as waiver of the right to exercise the same or any other right at any other time and from time to time thereafter. All Obligors waive presentment for payment or acceptance, demand, protest, notice of protest, and notice of dishonor or payment or acceptance.

ATTEST: TRANS AMERICAN TRUCKING SERVICE, INC.
 CORP.
 SEAL _____ BY: _____ (SEAL)
Secy. RONALD MCGRAW

The undersigned authorize and empower the Prothonotary or Clerk or any attorney of any court of record to appear for and to enter judgment against any or all of the undersigned for all sums due with or without declaration, with interest and costs and release of errors, with or without stay of execution and with the greater of \$1,000.00 or thirty percent (30%) added for attorney's collection fees; and also waive and release the right of inquisition on any real estate levied on, voluntarily condemn the same, authorize the Prothonotary or Clerk to enter upon the Writ of Execution said voluntary condemnation, agree that said real estate may be sold on a Writ of Execution, and waive and release all relief from any and all appraisalment, stay or exemption laws of any State now in effect or hereafter adopted.

In WITNESS WHEREOF the undersigned having authority so to do, have executed and delivered this instrument as of the above day and year and represent that this is a business transaction.

ATTEST: TRANS AMERICAN TRUCKING SERVICE, INC.
 CORP.
 SEAL _____ BY: _____ (SEAL)
Secy. RONALD MCGRAW

ARBITRATION PROCEDURE

All parties hereto agree to submit to arbitration any differences or disputes, claims or controversies arising out of any right or obligation of any party to this contract, between and among themselves. They agree that all matters shall be arbitrated by a panel of three arbitrators, each party disputant to name one arbitrator and the two arbitrators shall name a third arbitrator. If there are more than two parties to the dispute, then each party shall appoint one arbitrator and the arbitrators so selected shall appoint such additional arbitrators as shall be necessary to have the matter heard by an odd number of arbitrators.

A party demanding arbitration shall, with his demand for arbitration, supply the name of the arbitrator nominated by him. Within ten days from receipt of demand for arbitration, the other party or parties shall notify the adverse party or parties and any arbitrator theretofore named of the name of the arbitrator nominated by him or them. Within ten days after the nomination of all arbitrators selected by the parties, such arbitrators shall nominate any additional arbitrator(s) required to have an odd number and give notice thereof to that arbitrator.

An arbitrator shall not be considered nominated unless he shall within ten days of notice of his nomination have agreed, in writing, to serve.

Should any party fail to follow the above outlined procedure, and not designate an arbitrator within the time limit prescribed, then the other party or parties, with notice to all other parties, may apply to the Common Pleas Court of Philadelphia County to designate any missing arbitrator(s).

The arbitrators' award shall be in writing, signed by a majority of the arbitrators and shall issue within thirty days after the close of hearings which shall be held promptly. A majority of the arbitrators may render a valid award and only those joining in the award need sign it. The arbitrators may grant such relief as they deem appropriate under the facts of the controversy and the applicable law as well as fees and costs including attorneys fees and costs of witnesses.

Nothing herein shall prevent any party from seeking equitable or injunctive relief from a court of competent jurisdiction.

The arbitrators shall be paid reasonable fees and be reimbursed for all expenses of the arbitration by the parties; each party to pay the pro rata share at such time as the arbitrators shall direct in their award, which award may include costs, fees of witnesses and attorneys' fees. Any dispute as to the reasonableness of any fees of the arbitrators shall be determined by the American Arbitration Association, however any other costs, expenses and/or fees awarded are not to be further arbitrated.

The award of the arbitration shall be final and binding upon all parties, provided notice was given of all hearings with an opportunity afforded to offer evidence in accordance with the procedures set by the arbitration. A judgment upon the award may be entered in any court of record in the manner provided by the law of the applicable jurisdiction. The right of appeal therefrom is hereby waived except as to any fraudulent act or intentional wrongdoing on the part of an arbitrator.

Unless all parties and arbitration agree otherwise in writing, all hearings shall be held in the City of Philadelphia and shall be governed by, and be subject to, the laws of the Commonwealth of Pennsylvania.

TRANS AMERICAN TRUCKING SERVICE
BALANCE SHEET
AS OF JUNE 30, 1991

ASSETS

CURRENT ASSETS:

CASH	\$	370,731	
INVESTMENTS - SHORT TERM		70,000	
NET ACCOUNTS RECEIVABLE		1,138,743	
LOANS RECEIVABLE		14,139	
PREPAID EXPENSES		85,750	
TOTAL DEPOSITS		25,000	

TOTAL CURRENT ASSETS			\$ 1,704,364

FIXED ASSETS:

TRANSPORTATION EQUIPMENT	2,120,223		
DOCK EQUIPMENT	155,954		
FURNITURE & FIXTURES	94,086		
OFFICE EQUIPMENT	133,252		
LEASEHOLD IMPROVEMENTS	132,322		

TOTAL FIXED ASSETS		2,635,836	
ACCUMULATED DEPRECIATION		(1,674,667)	

NET FIXED ASSETS			961,169

OTHER ASSETS:

COVENANT NOT TO COMPETE	25,000		
ACCUMULATED AMORTIZATION	(8,333)		

NET COVENANT		16,667	
GOODWILL	14,610		
ACCUMULATED AMORTIZATION	(4,870)		

NET GOODWILL		9,740	

TOTAL OTHER ASSETS			26,407

TOTAL ASSETS			\$ 2,691,940
			=====

EXHIBIT D

TRANS AMERICAN TRUCKING SERVICE INC
 BALANCE SHEET
 AS OF JUNE 30, 1991

LIABILITIES & STOCKHOLDERS'
 EQUITY

CURRENT LIABILITIES:

NOTES PAYABLE	\$	261,963	
ACCOUNTS PAYABLE		496,722	
ACCRUED EXPENSES		10,285	
ACCRUED INSURANCE		51,718	
ACCRUED STATE CORPORATION TAX		5,795	
TOTAL CURRENT LIABILITIES	\$		826,482

LONG TERM LIABILITIES:

NOTES PAYABLE - LONG TERM		456,210	
DRIVERS ESCROW ACCOUNT		11,050	
DEFERRED NJ CBT		19,700	
TOTAL LONG TERM LIABILITIES	\$		486,960

EQUITY

1,313,442

STOCKHOLDERS' EQUITY:

CAPITOL STOCK		9,002	
RETAINED EARNINGS		1,268,580	
CURRENT YTD PROFIT & LOSS		100,915	
TOTAL STOCKHOLDERS EQUITY			1,378,498

TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$		2,691,940

STATEMENT OF HOW TRANSFERORS DEBTS WILL BE PAID

UNPAID DEBTS OF TRANSFEROR WILL BE PAID FROM PROCEEDS OF SALE.



TRANS AMERICAN TRUCKING SERVICE, INC.

115 St. Nicholas Avenue
South Plainfield, New Jersey 07080-1893
Phone: (908) 755-9000
Fax: (908) 755-9167

SAFETY PROGRAM OUTLINE

Vehicle Inspection - All drivers are thoroughly instructed on proper pretrip inspections and driver vehicle inspection reports which are completed at the end of each work day. All annual inspections required by the Federal Highway Administration is also completed in accordance with section 396.9 of the (FMSRG). This annual inspection must be completed by June 30 of the current year. The above applies to all vehicles both powered and non-powered.

Vehicle Maintenance - All powered vehicles are subject to a minor (5,000 miles) and major (10,000 miles) maintenance schedule. Other vehicles that are used specifically for movement of extremely overweight loads are serviced on a per trip (round trip) basis due to high operating temperatures encountered on this type of load. All non powered vehicles (trailers) are serviced every 90 days. As with the powered vehicles, all trailers used in the movement of extremely overweight loads are also serviced on a per trip (round trip) basis. Section 396.3 of the (FMSRG) state that a monthly recap shall be retained for each vehicle under its control and that these records will be kept for a period of 18 months.

Accident Reporting - All drivers are instructed in reporting accidents according to the regulations set forth in part 394 of the (FMSRG). All initial reports will be made directly to the Safety Director in the So. Plainfield N.J. office.

Accident Prevention - The two major areas of our accident prevention program are Defensive Driving and Accident Review. Our defensive driving course consists of textbook and video material. Material is then discussed in the classroom, openly among the drivers and instructors. Accident review is also an important portion of the accident prevention program. Prospective drivers review accidents that normally could have been prevented and are asked to give their opinions on the cause of each accident, and ways they could have been prevented.



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Driver Qualification - All company drivers and owner-operators must meet all Federal D.O.T. requirements of Part 391 Subparts A through E of the Federal Motor Carrier Safety Regulations Guide (FMSRG). Part 391 lists the qualifications necessary to be a driver for Trans American Trucking Service, Inc., and also lists those incidents which would disqualify the driver from operating a commercial vehicle.

Claims Prevention - The major factor in reducing claims is the hiring of qualified, experienced drivers. All drivers and owner-operators have at least three years experience with another heavy, specialized carrier. TATS, Inc. also enforces a rigid cargo inspection program designed to spot potential claims before the freight is loaded. Each driver is required to inspect the freight prior to loading. Each driver is responsible for proper securement techniques and the specific devices used in the securement of all loads. Each driver is also instructed in providing proper protection from the elements. Proper tarping techniques are stressed due to the commodities hauled.



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DRIVER HIRING & TRAINING PRACTICES

Driver hiring is controlled by the Safety Director under direct supervision of the General Manager. All drivers being considered for either direct employment as a company driver or as an owner operator must have a minimum of three years experience with flatbed, dropdeck, lowboy or other specialized equipment. All experience must be verifiable through a previous motor carrier or employer.

Listed below are the pre-employment procedures for driver hiring.

1) Pre-employment interview

A) May be accomplished in person or by phone.

B) The interviewer will determine, through information gathered during the interview, whether or not the applicant is qualified and can continue the application procedure.

2) Written application

A) The applicant must answer all question and include copies of his drivers license, social security card and his vehicle registrations if applicable.

3) Motor vehicle review

A) A copy of the drivers abstract will be obtained from his respective state motor vehicle agency.

B) The Federal Motor Carrier Safety Regulations will determine the drivers eligibility. However, stricter guidelines may be enforced at the safety directors discretion.

4) D.O.T. Physical/Drug Testing

A) All applicants must submit to, and pass, both the required D.O.T. physical examination and drug test.

As soon as the above requirements are met the applicant may be hired. Each applicant will undergo approximately sixteen hours of training. This will consist of approximately eight hours of classroom training and eight hours of field training. All training materials are obtained through J.J. Keller and Associates, Inc. The classroom training materials is published by Career Publishing and is entitled Trucking: A Truck Drivers Training Handbook (434 pages).



TRANS AMERICAN TRUCKING SERVICE, INC.

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This manual covers vehicle inspection, coupling and uncoupling, loading and unloading, general operation, accident and claim prevention and reporting, logs and record keeping. Field training consists of vehicle inspection, daily maintenance, proper coupling and uncoupling, and backing, securement of various types of loads, proper protection of cargo on open trailers and proper inspection of cargo for freight claim purposes.

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

IN THE MATTER OF THE APPLICATION OF: A-00107793, Folder 2

TRANS AMERICAN TRUCKING SERVICE, INC., a
corporation of the State of New Jersey

The Pennsylvania Public Utility Commission hereby certifies that after an investigation and/or hearing, it has, by its report and order made and entered, found and determined that the granting of the application is necessary or proper for the service, accomodation, convenience and safety of the public and hereby issues to the applicant this **CERTIFICATE OF PUBLIC CONVENIENCE** evidencing the Commission's approval of the right to operate as a common carrier.

In Witness Whereof, The PENNSYLVANIA PUBLIC UTILITY COMMISSION has caused these presents to be signed and sealed, and duly attested by its Secretary at its office in the city of Harrisburg this 9th day of OCTOBER, 1991.



Secretary



EXHIBIT
G

FILED

SEP 3 1960

CERTIFICATE OF INCORPORATION

OF

DONALD LAN
Secretary of State

TRANS AMERICAN TRUCKING SERVICE, INC.

The undersigned, of the age of twenty-one years or over, in order to form a corporation pursuant to the provisions of the New Jersey Business Corporation Act, hereby certifies, as follows:

1. The name of the Corporation is TRANS AMERICAN TRUCKING SERVICE, INC.
2. The purpose of the Corporation is to engage in any activity within the purposes for which corporation may be organized under the New Jersey Business Corporation Act.
3. The Corporation is authorized to issue Two Thousand Five Hundred (2,500) shares of capital stock without par value.
4. The initial registered office of the corporation is 130 Meadow Road, Edison, New Jersey 08817. The name of the Corporation's initial registered agent is Ronald Mc Graw, 130 Meadow Road, Edison, New Jersey 08817.
5. One person will constitute the first Board of Directors; his name and address is as follows:

RONALD MC GRAW
130 Meadow Road
Edison, New Jersey
08817

EXHIBIT H

6. The name and address of the incorporator of the Corporation is as follows:

RONALD MC GRAW
130 Meadow Road
Edison, New Jersey
08817

IN WITNESS WHEREOF, the undersigned have signed this Certificate of Incorporation this *27th* day of AUGUST 1980.



RONALD MC GRAW

(LS)

87621977
Commonwealth of Pennsylvania
Department of State



CERTIFICATE OF AUTHORITY

To All to Whom These Presents Shall Come, Greeting:

Whereas, Under the provisions of the Corporation Law, a Foreign Corporation is required to obtain a "Certificate of Authority" before it may do business in the Commonwealth and

Whereas, **TRANS AMERICAN TRUCKING SERVICE, INC.**

has presented to the Department of State an Application for the same, and in accordance with the requirements of the law, has designated as its registered office in this Commonwealth
**CT CORPORATION SYSTEM 123 SOUTH BROAD STREET
PHILADELPHIA, PA 19101**

Therefore, Know Ye, I Do By These Presents, issue unto such corporation, this Certificate of Authority to transact in the Commonwealth of Pennsylvania the business of

OPERATE MOTOR CARRIER EQUIPMENT FOR HIRE

Given under my Hand and the Great Seal of the Commonwealth, at the City of Harrisburg, this 9th day of October in the year of our Lord one thousand nine hundred and eighty-seven and of the Commonwealth the two hundred twelfth



James J. Blaylock
Secretary of the Commonwealth

1002852

GROVE JASKIEWICZ GILLIAM AND COBERT
ATTN: E KILEY
1730 M STREET, NORTHWEST
SUITE 501
WASHINGTON, DC 20036

EXHIBIT 1



TRANS AMERICAN TRUCKING SERVICE, INC.

115 St. Nicholas Avenue
South Plainfield, New Jersey 07080-1893
Phone: (908) 755-9000
Fax: (908) 755-9167

CORPORATE OFFICERS/SHAREHOLDERS

RONALD MCGRAW 100% SHAREHOLDER

May 28, 1992

KMB

IN REPLY PLEASE
REFER TO OUR FILE

MARK JENNINGS
ATTORNEY AT LAW
3003 TENTH STREET
HONESDALE PA 18431

In re: A-00107793, F. 2, Am-A - Protest of AAA Moving & Storage Co.
(AAA) against the application of TRANS American Trucking
Service, Inc. (TRANS)

Dear Mr. Jennings:

I am returning herewith the submitted protest of AAA. As discussed in our telephone conversation of May 27, 1992, the authority which TRANS is applying for is that of Lorraine S. Puza, t/d/b/a Edward Pohutsky Movers (A-00106497). TRANS is not trying to amend its existing authority by this application, but merely purchasing additional operating authority from Lorraine S. Puza, t/d/b/a Edward Pohutsky Movers.

Sincerely yours,

David Ehrhart, Supervisor
Application Section
Bureau of Transportation

DE:kmb

cc: File



Mark Samuel Jennings

ATTORNEY AND COUNSELOR AT LAW

303 Tenth Street

Honesdale, PA 18431

(717) 253-6110

May 18, 1992



Mr. David Earhart
Supervisor of Application's Section
Bureau of Transportation
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17120

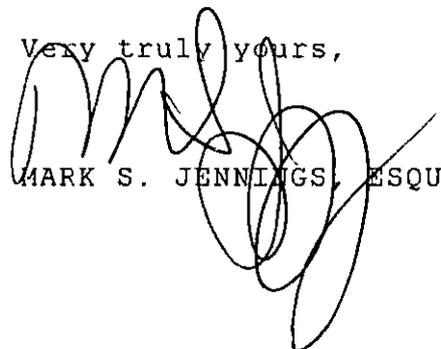
Re: Application of TransAmerica Trucking Service, Inc.
A-00107793, F.2, Am-A

Dear Mr. Earhart:

This is in response to your letter dated April 24, 1992. First, I must comment that I have never seen an application processed so fast in all of my years of P.U.C. work. Furthermore, I am enclosing for your information, the protest which you sent back to me along with the certificate of mailing which proves that this protest was mailed on April 20, 1992. I am also notifying you that I have kept a copy of all of my documents in this particular matter. Please docket this protest at your earliest possible convenience as per the Commission's rules and regulations.

If you have any questions, please feel free to contact me.

Very truly yours,


MARK S. JENNINGS, ESQUIRE

MSJ:bc

Enclosure

CC: AAA Moving & Storage

U.S. POSTAL SERVICE
CERTIFICATE OF MAILING

Received From:

Mack S Jennings, Esq
303 Tenth Street
Honesdale PA 18431

One piece of ordinary mail addressed to:

Mr John C. Alford, Secy
P.A. P.V.C. PO Box 3265
Narrisburg PA 17120

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DC
FOR INSURANCE - POSTMASTER

PS FORM 3817
MAY 1976

U S



Mark Samuel Jennings
ATTORNEY AND COUNSELOR AT LAW
303 Tenth Street
Honesdale, PA 18431
(717) 253-6110

LPW

April 20, 1992

RECEIVED
APR 24 1992
SECRETARYS OFFICE
Public Utility Commission

Mr. John G. Alford, Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17120

A 1077 93 F2 AA

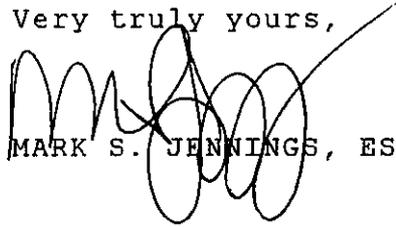
Re: Application of Trans American Trucking Service, Inc.

Dear Secretary Alford:

Enclosed please find a protest on behalf of AAA Moving & Storage Co. to the above application. Please docket same at your earliest possible convenience.

If you have any questions, please feel free to contact me.

Very truly yours,


MARK S. JENNINGS, ESQUIRE

MSJ:bc

Enclosure

CC: Trans American Trucking Service, Inc.
John A. Pillar, Esquire
AAA Moving & Storage Co.

