

A-00107793F2

APPLICATION

F2 AMC

LAW OFFICES

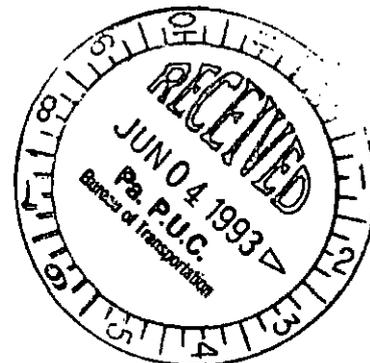
WICK, STREIFF, MEYER, METZ & O'BOYLE, P.C.

HENRY M. WICK, JR.  
CHARLES J. STREIFF  
CARL F. MEYER  
LeROY L. METZ, II  
DAVID M. O'BOYLE  
VINCENT P. SZELIGO  
LUCILLE N. WICK  
PATRICIA LIPTAK-McGRAIL  
KATHRYN KNEE VENN  
TIMOTHY J. GRICKS  
VICTORIA L. MARUCCI  
ROGER A. ISLA

1450 TWO CHATHAM CENTER  
PITTSBURGH, PA 15219-3427  
(412) 765-1600

FACSIMILE  
(412) 261-3783

June 2, 1993



Re: Trans American Trucking Service, Inc. -  
Purchase - Jacob Phillips  
Our File 4604.001

Ms. Nancy Kauffman  
Application Section  
Pennsylvania Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17120

Dear Ms. Kauffman:

We are enclosing for filing with the Commission the signed original and two (2) copies of a Supplement to be attached to the transfer application filed in connection with the above proceeding. The purpose of this Supplement is to set forth the operating rights which are to be retained by Transferor along with certain restrictions so as to eliminate any issue of duplicating operating rights. If you have any questions concerning this matter, please call me.

Thank you for your cooperation and assistance.

Very truly yours,

WICK, STREIFF, MEYER,  
METZ & O'BOYLE, P.C.

A handwritten signature in cursive script that reads "David M. O'Boyle".

David M. O'Boyle

tw

Enclosures

cc: Trans American Trucking Service, Inc. (w/encl.)  
Mr. Harry G. Phillips (w/encl.)



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-42033 Folder No. \_\_\_\_\_, issued to  
Jacob Phillips  
(Transferor-Seller)

for transportation of property  
(persons-property)

**PUC USE ONLY**  
Docket No. A107743  
Folder No. F2AC

RECEIVED  
93 APR 23 11 2:07  
PA PUC  
PUBLIC UTILITY  
COMMISSION

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

- Trans American Trucking Service, Inc.  
(Full and correct name of applicant/transferee)
- (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. 115 St. Nicholas Avenue  
(Business Street Address) (P.O. Box, if any)

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

*(1/11/93) talk to Mr. O'Poyle. will sent restrictions - NE*

**DOCUMENT  
FOLDER**

**DOCKETED**  
APPLICATION DOCKET  
**JUN 07 1993**  
ENTRY No. \_\_\_\_\_

**RECEIVED**  
**APR 28 1993**  
PUBLIC UTILITY COMMISSION

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

\_\_\_\_\_  
(Name) (Address) (Telephone)

5. Any documents should be mailed to:

Transferee: Ron McGraw; 115 St. Nicholas Avenue, South Plainfield, NJ 07080  
(Name) (Address)

Transferor: David M. O'Boyle, Esq.; 1450 Two Chatham Center, Pittsburgh, PA 15219  
(Name) (Address)

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

A- 107793 and operates as a Common carrier.  
(common or contract)

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

at Docket No. MC149576.

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 10/9/87 (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.



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.

TRANS AMERICAN TRUCKING SERVICE, INC.

Transferee sign here:

(Corporate Seal)

(each partner must sign)

Ron McGraw, President

4-22-93  
(Date)

Transferor sign here:

~~(Corporate Seal)~~

*Harry G. Phillips*  
Harry G. Phillips

*Trustee*

*Jacob L. Phillips, Jr.*  
Jacob L. Phillips, Jr.

*Trustee*

*Nancy Coulter*  
Nancy Coulter

*Trustee*

See Supplement to Paragraph 12(a)(iv)  
STATEMENT OF FINANCIAL CONDITION

INCOME STATEMENT

For the 12-month period ending \_\_\_\_\_  
(Date)

REVENUE and GAINS

Operating Revenue	_____
Net Revenue from non-carrier operation	_____
Dividend and Interest revenues	_____
Other non-operating revenue	_____
Gains	_____
Total Revenue and Gains	=====

EXPENSES

Equipment Maintenance and Garage Expense	_____
Insurance Expense	_____
Employee Salaries	_____
Supervisory Salaries	_____
Officer Salaries	_____
Fuel Expense	_____
Purchased Transportation (Lease Expense)	_____
Materials and Supplies Expense	_____
General Office Expense	_____
Advertising Expense	_____
Telephone Expense	_____
Accounting Expense	_____
Legal Expense	_____
Uncollectible Revenue	_____
Depreciation Expense	_____
Amortization	_____
Operating Taxes and Licenses	_____
Rent Expense	_____
Loss	_____
Total Operating Expense and Losses	=====

Net Income before Taxes	_____
Provision for Income Taxes	_____
Net Income	=====

See Supplement to Paragraph 12(a)(iv)  
**STATEMENT OF FINANCIAL POSITION (Balance Sheet)**

as of \_\_\_\_\_  
 Date

**ASSETS**

**CURRENT ASSETS**

Cash				
Accounts Receivable				
Notes Receivable				
Other current assets (Specify)				
Total current assets				

**TANGIBLE ASSETS**

Land				
Motor Vehicle Equipment				
Less: Accumulated Depreciation	-		=	
Buildings and Structures				
Less: Accumulated Depreciation	-		=	
Investments and Funds (Specify)				
Intangible Assets				
Other assets (Such as advances and idle equipment - specify)				

**LIABILITIES**

**Current Liabilities** (liabilities due within one year of date)

Accounts Payable				
Notes Payable				
Equipment Obligations				
Other Liabilities (attach schedule)				
Total Current Liabilities				

**Long Term Liabilities** (liabilities due after one year of date)

Accounts Payable				
Notes Payable				
Equipment Obligations				
Other Liabilities (attach schedule)				
Total Long Term Liabilities				

Total Liabilities

Net Worth (partnerships & individuals)				
--	--	--	--	--

**OWNERS EQUITY** (Corporations only)

Capital Stock (Corporations only)				
Additional paid-in capital				
Retained Earnings (Corporations only)				
Less: Treasury Stock	-		=	

Total Owner's Equity (Corporations only)

Total Liabilities & Owner's Equity  
 (Corporations only)

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

COMMONWEALTH OF PENNSYLVANIA :  
: ss:  
ALLEGHENY County :

Harry G. Phillips, Jacob L. Phillips, Jr. and  
Nancy Coulter, Trustees of Trust for  
Jacob Phillips, being duly sworn (affirmed) according to law,  
depose and says that the facts above set forth are true and correct; or are true and correct  
to the best of <sup>their</sup> ~~his~~ knowledge, information and belief and <sup>they</sup> ~~he~~ expects to be able to prove the same  
at the hearing hereof.

Harry G. Phillips  
Signature of Affiant  
Harry G. Phillips  
Jacob L. Phillips, Jr.  
Jacob L. Phillips  
Nancy Coulter  
Nancy Coulter  
Martha M. Link  
Signature of Official Administering Oath

Sworn and subscribed before me this 13  
day of APRIL 19 93  
My Commission Expires 4-27-95

Martha M. Link, Notary Public  
Robinson Township, Allegheny County  
My Commission Expires April 27, 1995  
Member, Pennsylvania Association of Notaries  
Member, Pennsylvania Association of Notaries

AFFIDAVIT OF TRANSFEROR/SELLER (Corporation)

COMMONWEALTH OF PENNSYLVANIA :  
: ss:  
\_\_\_\_\_ County :

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

\_\_\_\_\_  
Signature of Affiant  
Sworn and subscribed before me this \_\_\_\_\_  
day of \_\_\_\_\_ 19 \_\_\_\_\_  
My Commission expires \_\_\_\_\_  
\_\_\_\_\_  
Signature of Official Administering Oath

THIS MUST BE COMPLETED BY NOTARY PUBLIC  
AFFIDAVIT OF 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~~ :  
STATE OF NEW JERSEY : ss:  
\_\_\_\_\_ County :

Ron 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

Ron McGraw

Sworn and subscribed before me this 22  
day of April 19 93  
My Commission Expires 1/31/97

\_\_\_\_\_  
Signature of Official Administering Oath

GREGORY McGRAW  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES JAN. 31, 1997

INDEX TO SUPPLEMENTS

TRANS AMERICAN TRUCKING SERVICE, INC. - PURCHASE -  
JACOB PHILLIPS

1. Supplement to Paragraph 12(a)(i) - Purchase Agreement
2. Supplement to Paragraph 12(a)(ii) - List of Equipment to be Used to Render Service
3. Supplement to Paragraph 12(a)(iii) - Operating Authority to be Transferred
4. Supplement to Paragraph 12(a)(iv) - Statement of Financial Condition
5. Supplement to Paragraph 12(a)(v) - Statement of Unpaid Business Debts of Transferor and How They Will Be Satisfied
6. Supplement to Paragraph 12(a)(vi) - Statement of Safety Program
7. Supplement to Paragraph 12(a)(vii) - Statement of Transferee's Experience
8. Supplement to Paragraph 12(b)(i) - Certificate of Authority
9. Supplement to Paragraph 12(b)(ii) - Statement of Corporate Charter Purpose
10. Supplement to Paragraph 12(b)(iii) - List of Corporate Officers and Stockholders
11. Supplement to Paragraph 12(b)(iv) - Trust Agreement

SUPPLEMENT TO PARAGRAPH 12(a)(i)

TRANS AMERICAN TRUCKING SERVICE, INC. - PURCHASE -  
JACOB PHILLIPS

PURCHASE AGREEMENT

Attached hereto is the Agreement between Transferee, Trans American Trucking Service, Inc., and the Trustees of the Trust for Jacob Phillips. Mr. Phillips died in October, 1992. Mr. Phillips established a trust and all of his assets are being distributed pursuant to the trust provisions. The trust appoints Harry G. Phillips, Jacob L. Phillips, Jr. and Nancy Coulter as Trustees. These persons are three of Mr. Phillips' surviving children. A copy of the Trust Agreement is attached as Supplement to Paragraph 12(b)(iv).

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("AGREEMENT") is made this 30th day of March, 1993, between JACOB L. PHILLIPS, JR., HARRY G. PHILLIPS, and NANCY COULTER, representatives of the late JACOB PHILLIPS ("SELLER"), and TRANS AMERICAN TRUCKING SERVICE, INC. ("BUYER"), a corporation with its principal place of business located at 115 St. Nicholas Avenue, South Plainfield, New Jersey 07080-1893.

I. PREMISES

- A. The Pennsylvania Public Utility Commission issued a Certificate of Public Convenience to the late Jacob Phillips at Docket No. A-42033.
- B. The late Jacob Phillips died on October 26, 1992.
- C. Pursuant to the regulations of the Pennsylvania Public Utility Commission ("PUC") at 52 Pa. Code §31.4(b), Jacob L. Phillips, Jr., Harry G. Phillips and Nancy Coulter, who are children of the late Jacob Phillips, are authorized to hold the PUC operating rights for a period of one year after the death of the Certificate holder.
- D. BUYER does hold authority from the Commission (Folder No. 2 - A0010793)
- E. SELLER has agreed to sell and BUYER has agreed to buy, free and clear of all liens, encumbrances, security interests and other claims, a portion of SELLER's operating rights which are set forth in detail in Appendix "A", which is attached hereto and incorporated herein by reference.

F. This transaction will require the prior approval of the PUC. BUYER and SELLER will file and diligently prosecute an application with the PUC for approval of the transfer of the Operating Rights, pursuant to 66 Pa.C.S.A. §1102 of the Pennsylvania Public Utility Code (hereinafter referred to as the "application").

## II. TERMS AND CONDITIONS

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

1. Purchase Agreement. SELLER will sell to BUYER and BUYER will buy, free and clear of all liens, encumbrances, security interests and all other claims, that portion of the operating rights held by SELLER under its Certificate of Public Convenience issued by the PUC at Docket No. A-42033 as set forth in Appendix "A" incorporated herein by reference.

2. Price and Payment. BUYER will pay to SELLER for the Operating Rights the total sum of Sixteen Thousand Dollars (\$16,000.00) to be paid as follows:

2.1. Three Thousand Dollars (\$3,000.00) (herein called the "hand money") which shall be paid by BUYER to SELLER upon BUYER executing this Agreement. By executing this Agreement, SELLER is acknowledging receipt of the hand money.

2.2 The balance of the consideration of Thirteen Thousand Dollars (\$13,000.00) shall be paid in cash or by cashier's check on the final closing date as defined herein.

3. Application for Approval. The parties hereto agree that this transaction requires the prior approval of the PUC and that the transaction may not be consummated until such final approval is secured from the PUC.

Accordingly, within thirty (30) days after the execution of this AGREEMENT, the following actions will be taken:

3.1 The parties will jointly file with the PUC the application pursuant to 66 Pa.C.S.A. §1102 seeking permanent approval of the purchase of the Operating Rights from BUYER to SELLER: and

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

3.3 BUYER and SELLER and their respective counsel will supply such information as may be required, attend hearings, present testimony and otherwise cooperate to the end that approval of this transaction may be secured.

3.4 Each party shall bear the expenses of its legal counsel if the party is represented by counsel.

4. Warranties as to Operating Rights. SELLER warrants and guarantees that the Operating Rights have been duly issued by the PUC; that the rights are in full force and effect; that the rights are not subject to any liens, encumbrances, security interests or claims of any kind at the execution of this AGREEMENT; that no liens, encumbrances or security interests

will be placed thereon pending consummation of this transaction; that there are and on the date of consummation will be no actions at law or equity, nor any proceedings before any agency pending or threatened against SELLER to revoke, suspend or otherwise restrict the Operating Rights; and that the execution and performance of this AGREEMENT by SELLER will not violate any provisions of law or any other Agreements to which SELLER is a signatory.

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

5.1 BUYER is a corporation validly existing and in good standing under the laws of the Commonwealth of Pennsylvania, and has full power and authority under its Articles of Incorporation to engage in the business that it is now conducting.

5.2 The Board of Directors of BUYER and, if necessary, the shareholders of BUYER, have, by proper resolution, duly authorized the execution and delivery of this AGREEMENT, the filing of the necessary application with the PUC and the performance of such other actions which may be required to effectuate the purpose of this AGREEMENT. A certified copy of the resolution of the Board of Directors of BUYER and any requisite resolution of the shareholders of BUYER shall be delivered to SELLER within ten (10) days after request therefor.

5.3 The execution and performance of this AGREEMENT by BUYER will not violate any provision of law or contravene any provision of the Articles of Incorporation or By-Laws of BUYER.

6. Approval of Permanent Application Subject to Conditions. If the PUC, by its final order, approves the application, subject to conditions which restrict, delete or cancel any of the substantive provisions of the Operating Rights set forth in Appendix "A", BUYER shall have the option to declare this AGREEMENT null and void and forthwith terminate the AGREEMENT by giving SELLER written notice thereof within twenty (20) days after the service date of any such order. In the absence of the exercise of the aforesaid option, any such restriction shall be considered modifications hereto and this AGREEMENT, as modified, shall remain in full force and effect.

The terms and conditions of this Paragraph shall be subject to the appeal provisions set forth in Paragraph 8.

7. Denial of Permanent Application. In the event that the PUC, by final order, should deny approval of the application, this AGREEMENT shall be null and void, and BUYER shall be entitled to a refund of all monies including all funds in escrow. In such event, the parties shall have no further rights or obligations under this AGREEMENT. The terms and conditions of this Paragraph shall be subject to the appeal provisions set forth in Paragraph 8.

8. Appeals. In the event that the PUC, by its final order, should deny the application or if the PUC grants the application subject to conditions of the type set forth in Paragraph 6, either party may seek judicial review of such a final order to the extent available.

In the event that either party elects to seek judicial review, the termination provisions set forth in Paragraph 7 shall not become effective until the exhaustion of such judicial remedies. In such event, if the final order of the PUC denying the application is sustained by the court, this AGREEMENT shall be cancelled in accordance with Paragraph 7. If the final order of the PUC approving the permanent application, subject to conditions, is sustained by the court, BUYER or SELLER, as applicable, may terminate this Agreement within twenty (20) days after the service of the order or judgment of the last court of review.

If either party elects to seek judicial review, the party so electing shall pay all expenses incurred in connection with the appeal, excluding counsel fees and any other costs that the other party may incur in connection with the appeal.

For the purposes of this AGREEMENT, the term "final order" shall be defined as an order of the PUC finally determining the application, specifically (A) in the case of denial of the application, upon the expiration of the period permitted by the Rules of Practice and regulations of the PUC or by the PUC order, whichever time period is greater, within which petitions for rehearing, reargument, or reconsideration may be filed, or upon a denial of any such petitions, if filed; and (B) in the case of approval of such application, the effective date of the order of approval unless stayed by the PUC or by a court.

9. No Assumption of Liability. This AGREEMENT involves only the purchase of Operating Rights by BUYER from SELLER.

Accordingly, BUYER does not assume any claims, debts, causes of action, judgment or other liabilities or obligations of SELLER by reason of this AGREEMENT.

10. PUC Assessments. SELLER warrants that all general assessments heretofore made or that may be made pursuant to 66 Pa.C.S.A. §510 of the Pennsylvania Public Utility Code, for any and all operating periods up to the date of consummation of this transaction have been paid or will be paid by that date. In the event that the PUC requires the payment of any such assessments due from SELLER as a condition precedent to processing the transfer application, SELLER agrees to promptly pay any such assessments.

If SELLER does not pay any such assessments within twenty (20) days after receiving notice thereof from the PUC, BUYER shall have the right to pay the assessment and shall deduct from any such payments from the purchase price due on the closing date.

In the event the transaction is not consummated, BUYER shall have the right to pursue its legal remedies to collect any assessment payments made on behalf of SELLER.

11. Closing Date. The closing date is the day selected by agreement of the parties within a period of thirty (30) days after the effective date of the final order of the PUC, which final order approves the transfer application or the thirtieth (30th) such day if no other day is selected. The transaction shall be consummated on the final closing date. The closing

will be held at a time of day and place mutually agreed upon by the parties.

12. Non-Assignability. Neither BUYER nor SELLER may assign its rights under this AGREEMENT, either in whole or in part, without the prior written consent of SELLER.

13. Survival of Representations and Warranties. All representations, warranties, covenants and agreements by SELLER and BUYER shall survive the consummation of this AGREEMENT.

14. Construction. This AGREEMENT shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

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

SELLER:

Mr. Jacob L. Phillips, Jr.  
Mr. Harry G. Phillips  
Mrs. Nancy Coulter  
88 Beaver Grade Road  
McKees Rocks, PA 15136

BUYER:

Mr. Ron McGraw  
Trans American Trucking Service, Inc.  
115 St. Nicholas Avenue  
South Plainfield, NJ 07080-1932

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

David M. O'Boyle, Esq.  
WICK, STREIFF, MEYER, METZ & O'BOYLE, P.C.  
1450 Two Chatham Center  
Pittsburgh, PA 15219  
Attorney for BUYER

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

16. Entire Agreement. This AGREEMENT, including Appendix "A" attached hereto, contains the entire agreement between the parties with respect to the transaction contemplated hereby, and it supercedes all written or oral negotiations, representations, warranties, commitments, offers, bids, solicitations and other understandings prior to the date hereof. No waiver or modification or amendment of any provision of this AGREEMENT shall be effective unless specifically made in writing and duly signed by the party to be bound thereby.

17. Paragraph Headings. The headings referring to the contents of paragraphs of this AGREEMENT are inserted for convenience and are not to be considered as part of this AGREEMENT nor limitation on the scope of the particular paragraphs to which they refer.

III. EXECUTION

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

SELLER: REPRESENTATIVES OF THE  
LATE JACOB PHILLIPS

*Jacob L. Phillips, Jr.*  
\_\_\_\_\_  
Jacob L. Phillips, Jr.

*Harry G. Phillips*  
\_\_\_\_\_  
Harry G. Phillips

*Nancy Coulter*  
\_\_\_\_\_  
Nancy Coulter

BUYER: TRANS AMERICAN TRUCKING  
SERVICE, INC.

*[Signature]*  
\_\_\_\_\_  
BY Ron McGraw, President

APPENDIX "A"

SUMMARY OF OPERATING RIGHTS

1. To transport building materials and supplies, excavated materials and road and building construction materials, and other materials usually transported in dump trucks, as a Class D carrier, between points in the county of Allegheny; provided that no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of construction or disposal.
2. To transport, as a Class B carrier, property between points in the Borough of Coraopolis and the Townships of Crescent, Moon, Neville and that portion of the Township of Robinson which is within three (3) miles of 912 Fourth Avenue in said borough, all in the County of Allegheny.
3. To transport, as a Class C carrier, property from points in the Borough of Coraopolis and the townships of Crescent, Moon, Neville and that portion of the Township of Robinson which is within three (3) miles of 912 Fourth Avenue in said borough to points within thirty-five (35) miles by the usually traveled highways of the limits of the said area.
5. To transport, as a Class B carrier, builders' supplies, coal, coke and other fuel, baled hay and shavings, manure, cinders and slag between points in the Borough of Coraopolis, Allegheny County, and within five (5) miles by the usually traveled highways of the limits of said borough.
6. To transport, as a Class B carrier, builders' supplies, coal, coke and other fuel, baled hay and shavings, manure, cinders and slag between points in the Borough of Coraopolis, Allegheny County, and within five (5) miles by the usually traveled highways of the limits of said borough.
7. To transport, as a Class B carrier, property between points in the Township of Neville, Allegheny County.
8. To transport, as a Class C carrier, property from points in the Township of Neville, Allegheny County, to points in Pennsylvania within fifty (50) miles by the usually traveled highways of the limits of said township, and vice versa.
9. To transport, as a Class D carrier, property between points within fifty (50) miles of the usually traveled highways of the limits of the Township of Neville, Allegheny County, from one point of construction to another point of

construction on orders from customers located in the Township of Neville, Allegheny County.

10. To transport, as a Class D carrier, property for the Pittsburgh Forgings Company from its plant in the Borough of Coraopolis, Allegheny County, to points in the County of Allegheny.
11. To transport, as a Class D carrier, property for the Standard Steel Company from its plant in the Borough of Coraopolis, Allegheny County, to points in the County of Allegheny and the City of Butler, Butler County.
12. To transport, as a Class D carrier, property (excluding commodities in bulk in tank vehicles) for Pittsburgh Coke & Chemical Company, from the plant of said company in Neville Township, Allegheny County, to the warehouses of said company in Stowe Township, Allegheny County, and vice versa.



SUPPLEMENT TO PARAGRAPH 12(a)(ii)

TRANS AMERICAN TRUCKING SERVICE, INC. - PURCHASE -  
JACOB PHILLIPS

LIST OF EQUIPMENT TO BE USED TO RENDER SERVICE

Attached hereto is an equipment list of Transferee which sets forth the tractors and trailers which will be utilized to provide service pursuant to the operating rights that are being transferred.

# 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

6 REMOVABLE GOOSENECK TRAILERS

14 TRACTORS, COMPANY OWNED/ 53 OWNER OPERATORS, 22 OF WHICH ARE QUALIFIED HEAVY-HAUL DRIVERS.

## EXHIBIT B

"NATIONWIDE TRANSPORTATION OF SPECIAL COMMODITIES"

SUPPLEMENT TO PARAGRAPH 12(a)(iii)

TRANS AMERICAN TRUCKING SERVICE, INC. - PURCHASE -  
JACOB PHILLIPS

OPERATING AUTHORITY TO BE TRANSFERRED

By this application, Trans American Trucking Service, Inc. seeks to acquire a portion of the PUC operating rights issued to Jacob Phillips at Docket No. A-42033. A summary of the operating authority which is being transferred is set forth below:

1. To transport building materials and supplies, excavated materials and road and building construction materials, and other materials usually transported in dump trucks, as a Class D carrier, between points in the county of Allegheny; provided that no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of construction or disposal.
2. To transport, as a Class B carrier, property between points in the Borough of Coraopolis and the Townships of Crescent, Moon, Neville and that portion of the Township of Robinson which is within three (3) miles of 912 Fourth Avenue in said borough, all in the County of Allegheny.
3. To transport, as a Class C carrier, property from points in the Borough of Coraopolis and the townships of Crescent, Moon, Neville and that portion of the Township of Robinson which is within three (3) miles of 912 Fourth Avenue in said borough to points within thirty-five (35) miles by the usually traveled highways of the limits of the said area.
4. To transport, as a Class B carrier, builders' supplies, coal, coke and other fuel, baled hay and shavings, manure, cinders and slag between points in the Borough of Coraopolis, Allegheny County, and within five (5) miles by the usually traveled highways of the limits of said borough.

5. To transport, as a Class ~~B~~<sup>D</sup> carrier, builders' supplies, coal, coke and other fuel, baled hay and shavings, manure, cinders and slag from points in the Borough of Coraopolis, Allegheny County, and within five (5) miles by the usually traveled highways of the limits of said borough to other points within twenty-five (25) miles by the usually travelled highways of the limits of said borough, and vice versa.
6. To transport, as a Class B carrier, property between points in the Township of Neville, Allegheny County.
7. To transport, as a Class C carrier, property from points in the Township of Neville, Allegheny County, to points in Pennsylvania within fifty (50) miles by the usually traveled highways of the limits of said township, and vice versa.
8. To transport, as a Class D carrier, property between points within fifty (50) miles of the usually traveled highways of the limits of the Township of Neville, Allegheny County, from one point of construction to another point of construction on orders from customers located in the Township of Neville, Allegheny County.
9. To transport, as a Class D carrier, property for the Pittsburgh Forgings Company from its plant in the Borough of Coraopolis, Allegheny County, to points in the County of Allegheny.
10. To transport, as a Class D carrier, property for the Standard Steel Company from its plant in the Borough of Coraopolis, Allegheny County, to points in the County of Allegheny and the City of Butler, Butler County.
11. To transport, as a Class D carrier, property (excluding commodities in bulk in tank vehicles) for Pittsburgh Coke & Chemical Company, from the plant of said company in Neville Township, Allegheny County, to the warehouses of said company in Stowe Township, Allegheny County, and vice versa.

SUPPLEMENT TO PARAGRAPH 12(a)(iv)

TRANS AMERICAN TRUCKING SERVICE, INC. - PURCHASE -  
JACOB PHILLIPS

STATEMENT OF FINANCIAL CONDITION

Attached hereto is a copy of Transferee's balance sheet and income statement. These financial statements indicate that Transferee has sufficient cash assets to pay the purchase price and to begin operating pursuant to these rights.

**TRANS AMERICAN TRUCKING SERVICE, INC.  
AND AFFILIATES**

**FINANCIAL STATEMENTS**

**YEARS ENDED  
DECEMBER 31, 1992 AND 1991**





# LIPMAN SELZNICK & WITKOWSKI

CERTIFIED PUBLIC ACCOUNTANTS • A PROFESSIONAL CORPORATION

HERBERT L. LIPMAN  
ROGER E. SELZNICK  
JOHN J. WITKOWSKI  
WILLIAM B. NAGLE  
THOMAS A. SPYCHALSKI  
JAMES M. SAUSMER

NATHAN LIPMAN (1927 - 1962)  
CHARLES GOLDSTEIN (1930 - 1968)  
HARRY RUBENSTEIN (RETIRED)  
HERBERT HARRIS (RETIRED)  
LLOYD CESTARE (RETIRED)

Board of Directors  
Trans American Trucking Service, Inc.  
and Affiliates  
South Plainfield, New Jersey

We have reviewed the accompanying combined balance sheets of TRANS AMERICAN TRUCKING SERVICE, INC. AND AFFILIATES as of December 31, 1992 and 1991 and the related combined statements of operations and retained earnings, and cash flows for the years then ended, in accordance with standards established by the American Institute of Certified Public Accountants. All information included in these financial statements is the representation of the management of TRANS AMERICAN TRUCKING SERVICE, INC. AND AFFILIATES.

A review consists principally of inquiries of company personnel and analytical procedures applied to financial data. It is substantially less in scope than an audit in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying combined financial statements in order for them to be in conformity with generally accepted accounting principles.

  
A Professional Corporation

February 24, 1993

TRANS AMERICAN TRUCKING SERVICE, INC.  
AND AFFILIATES

COMBINED BALANCE SHEETS

(SEE ACCOUNTANTS' REVIEW REPORT)

	December 31,	
	1992	1991
ASSETS (note 4)		
CURRENT ASSETS		
Cash and cash equivalents (note 6)	\$ 328,996	293,145
Restricted cash	10,000	-
Accounts receivable, net of allowance for doubtful accounts of \$25,000 in 1992 and 1991	1,187,234	1,328,094
Other receivables	1,300	64,874
Prepaid expenses and taxes	17,181	72,338
Total current assets	1,544,711	1,758,451
EQUIPMENT AND LEASEHOLD IMPROVEMENTS (note 4)		
Leasehold improvements	132,322	132,322
Furniture and fixtures	94,085	94,085
Computer equipment	133,252	133,253
Machinery and equipment	213,285	213,285
Transportation equipment	2,231,984	2,313,470
	2,804,928	2,886,415
Less accumulated depreciation and amortization	2,015,475	1,859,817
	789,453	1,026,598
OTHER ASSETS		
Security deposits	5,000	7,000
Cash surrender value of life insurance	10,250	-
Intangible assets, net of accumulated amortization of \$675 in 1992 and \$17,164 in 1991 (note 2)	39,325	22,446
	54,575	29,446
Total assets	\$2,388,739	2,814,495

See accompanying notes to combined financial statements.

	<u>December 31,</u>	
	<u>1992</u>	<u>1991</u>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
<b>CURRENT LIABILITIES</b>		
Current portion of long-term debt (notes 4 and 7)	\$ 232,665	294,434
Loan payable to officers	-	23,275
Accounts payable and accrued expenses	399,255	661,214
Drivers' escrow payable	12,350	10,650
Highway use taxes payable	4,957	5,057
Income taxes payable	16,320	-
Total current liabilities	<u>665,547</u>	<u>994,630</u>
<b>LONG-TERM LIABILITIES</b>		
Long-term debt, net of current portion (notes 4 and 7)	319,091	515,286
Deferred state income taxes (note 5)	20,500	23,300
	<u>339,591</u>	<u>538,586</u>
 Total liabilities	 <u>1,005,138</u>	 <u>1,533,216</u>
<b>COMMITMENTS AND CONTINGENCIES (note 6)</b>		
<b>STOCKHOLDERS' EQUITY</b>		
Common stock, no par; authorized 127,500 shares, 406 shares issued and outstanding	11,002	11,002
Retained earnings	1,372,599	1,270,277
Total stockholders' equity	<u>1,383,601</u>	<u>1,281,279</u>
 Total liabilities and stockholders' equity	 <u>\$2,388,739</u>	 <u>2,814,495</u>

TRANS AMERICAN TRUCKING SERVICE, INC.  
AND AFFILIATES

COMBINED STATEMENTS OF OPERATIONS AND RETAINED EARNINGS

(SEE ACCOUNTANTS' REVIEW REPORT)

	For The Years Ended	
	December 31,	
	<u>1992</u>	<u>1991</u>
NET SALES	\$13,314,278	13,233,527
COST OF SALES	<u>10,437,739</u>	<u>10,575,759</u>
GROSS PROFIT	<u>2,876,539</u>	<u>2,657,768</u>
OPERATING EXPENSES:		
Selling	867,400	944,790
Administrative	<u>1,863,588</u>	<u>1,588,755</u>
	<u>2,730,988</u>	<u>2,533,545</u>
INCOME FROM OPERATIONS	<u>145,551</u>	<u>124,223</u>
OTHER INCOME (EXPENSES):		
Gain (loss) on sale of fixed assets	54,265	(961)
Interest income	12,313	18,021
Interest expense	<u>(73,588)</u>	<u>(84,685)</u>
	<u>(7,010)</u>	<u>(67,625)</u>
INCOME BEFORE STATE INCOME TAXES	138,541	56,598
INCOME TAX EXPENSE (note 5)	<u>36,219</u>	<u>64,039</u>
NET INCOME (LOSS)	102,322	(7,441)
RETAINED EARNINGS:		
Beginning of year	1,270,277	1,277,718
End of year	<u>\$ 1,372,599</u>	<u>1,270,277</u>

See accompanying notes to combined financial statements.



SUPPLEMENT TO PARAGRAPH 12(a)(v)

TRANS AMERICAN TRUCKING SERVICE, INC. - PURCHASE -  
JACOB PHILLIPS

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

Jacob Phillips, deceased, did not have any unpaid business debts with respect to his certificated motor carrier operations. If any unpaid debts are discovered, they will be paid from the proceeds derived from the sale of Jacob Phillips' assets.

SUPPLEMENT TO PARAGRAPH 12(a)(vi)

TRANS AMERICAN TRUCKING SERVICE, INC. - PURCHASE -  
JACOB PHILLIPS

STATEMENT OF SAFETY PROGRAM

Transferee is an ICC certificated carrier and is familiar with the safety regulations issued by the United States Department of Transportation. Applicant is aware that the Commission has various regulations with respect to the safe operation of motor vehicle equipment, and Applicant intends to comply with all applicable safety regulations. Attached hereto is a brief summary of Transferee's safety program.



# 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.



# TRANS AMERICAN TRUCKING SERVICE, INC.

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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 questions 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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Fax: (908) 755-9167

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.

SUPPLEMENT TO PARAGRAPH 12(a)(vii)

TRANS AMERICAN TRUCKING SERVICE, INC. - PURCHASE -  
JACOB PHILLIPS

STATEMENT OF TRANSFEREE'S EXPERIENCE

Transferee has operated as an ICC certificated motor carrier for the past 13 years. Transferee is very well acquainted with the requirements for rendering motor carrier service for shippers. Transferee has provided ICC service for Pennsylvania shippers. Approval of this application will allow Transferee to expand its operation to provide service for shippers within Pennsylvania.

Transferee presently has insurance in effect which exceeds the Commission's minimum requirements. Evidence of insurance will be filed with the Commission on approval of this transfer application.

SUPPLEMENT TO PARAGRAPH 12(b)(i)

TRANS AMERICAN TRUCKING SERVICE, INC. - PURCHASE -  
JACOB PHILLIPS

CERTIFICATE OF AUTHORITY

Attached hereto is a Certificate of Authority which indicates that Transferee is authorized to conduct business in Pennsylvania.

81021811  
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-sev 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

SUPPLEMENT TO PARAGRAPH 12(b)(ii)

TRANS AMERICAN TRUCKING SERVICE, INC. - PURCHASE -  
JACOB PHILLIPS

STATEMENT OF CORPORATE CHARTER PURPOSE

Transferee's corporate charter purpose authorizes it to conduct motor carrier operations and the corporate charter purpose is as follows:

The purpose of the Corporation is to engage in any activity within the purposes for which corporation (sic) may be organized under the New Jersey Business Corporation Act.

SUPPLEMENT TO PARAGRAPH 12(b)(iii)

TRANS AMERICAN TRUCKING SERVICE, INC. - PURCHASE -  
JACOB PHILLIPS

LIST OF CORPORATE OFFICERS AND STOCKHOLDERS

The following is a list of corporate officers and stockholders of Transferee:

RONALD MCGRAW .....	100% SHAREHOLDER and PRESIDENT/TREASURER
JEFFREY MCGRAW.....	VICE PRESIDENT/SECRETARY

SUPPLEMENT TO PARAGRAPH 12(b)(iv)

TRANS AMERICAN TRUCKING SERVICE, INC. - PURCHASE -  
JACOB PHILLIPS

TRUST AGREEMENT

Attached hereto is the Trust Agreement of the late Jacob Phillips. This Trust Agreement appoints Harry G. Phillips, Jacob L. Phillips, Jr. and Nancy Coulter as Trustees, and for that reason, these three persons are signing the transfer application on behalf of their father, Jacob Phillips, deceased.

JACOB L. PHILLIPS, SR.  
REVOCABLE LIVING TRUST AGREEMENT

MADE the 25th day of September, 1991, by and between JACOB L. PHILLIPS, SR., of Allegheny County, Pennsylvania, as the Grantor,

A  
N  
D

JACOB L. PHILLIPS, JR., HARRY G. PHILLIPS and NANCY C. COULTER, his children, as the individual Trustees (said individual Trustees and any additional or successor Trustees shall hereinafter collectively be referred to as the "Trustees"), who hereby agree as follows:

ARTICLE ONE

Trust Estate

The Grantor has transferred and delivered to the Trustees the property listed on Schedule "A" attached hereto. The Grantor may also transfer and deliver to the Trustees additional property acceptable to Trustees. The Trustees shall hold all such property accepted by them as a Trust Estate, shall invest the same and shall distribute the net income (hereinafter called "Income") and principal under the terms of this Agreement.

ARTICLE TWO

During Grantor's Lifetime

Section 1. During the Grantor's lifetime, the Trustees shall pay the Income from the Trust Estate, if any, to the Grantor, as he may direct, or for his benefit, in convenient installments, and shall also pay to him such sums from principal as he may request. In the event of the Grantor's mental or physical incapacity, as certified to the Trustees by his personal physician, the Trustees shall expend both Income and principal for the benefit of the Grantor to such extent and in such manner as the Trustees deem advisable for the health, support, and maintenance of the Grantor during such period of incapacity.

Section 2. Payment of Taxes. The Trustees are authorized in their discretion to pay to the Grantor's personal representative from the principal of this Trust the amount which said personal representative shall request in writing to supplement the Grantor's estate in order to discharge in full the death taxes and administration expenses therefrom.

### ARTICLE THREE

Section 1. Single Trusts for Descendants. The balance of this Trust remaining at the death of the Grantor, shall be held, managed, invested and reinvested by the Trustees until a majority of the Grantor's children agree (i) upon the amount of all gratuitous lifetime transfers by the Grantor of his business interests to any of his children, and (ii) that all or that any particular assets of the Trust may be distributed to the separate shares trusts created by Section 2 of this Article. Until a majority of the Grantor's children have so agreed, the Trustees are authorized to distribute so much of the Income and principal of the Trust, at such times and in such proportions as the Trustees, in their sole discretion, shall deem advisable for the health, support, maintenance and complete education of any one or more of the members of a class consisting of the Grantor's children and their issue. Any undistributed Income shall be added to principal and invested as such. The Trustees shall be under no duty to equalize distributions of Income or principal among the members of the aforementioned classes, and such distributions may be unequal among them depending on their income or other available support, personal assets and comparative financial needs.

Section 2. Trusts for Descendants. After a majority of the Grantor's children agree (i) upon the amount of all gratuitous lifetime transfers by the Grantor of his business interests to any of his children, and (ii) that all or that any particular asset of the Trust may be so distributed, the Trustees shall divide such assets into equal shares, so that there shall be one share for each child of the Grantor who is living at that time and one share for the descendants of each child of the Grantor who at that time may be deceased but represented by living descendants; provided, however, that the Trustees shall, in determining the amount of each such share, treat the aggregate amount of any transfers by the Grantor of his business interests to any of his children as an advancement without interest in satisfaction of the share of the child who received such business interest. The Income and principal of the said separate shares shall be distributed as follows:

(a) Trusts for Children. The Trustees are authorized to distribute so much of the Income and principal, at such times and in such proportions as the Trustees, in their sole discretion, shall deem advisable for the health, support, maintenance and complete education of the child for whom the share is set aside. Any undistributed Income shall be added to principal and invested as such. Any child for whom a share was established, but only after a majority of the Grantor's children have agreed to distribute any particular asset of the Trust to such child's separate trust, may withdraw all or any part of the assets so distributed to such share at any time during his or her lifetime by delivery to the Trustees of written instructions signed by that child. If the child dies before withdrawing all of the assets of the separate share, the remaining assets of the separate share shall be distributed to any one or more persons (which may include that child's estate), and upon such terms and conditions (including further trusts), as that child may appoint by specific reference to this power in his or her Will. To the extent the child fails to exercise this power, the remaining assets of the separate share upon the child's death shall be divided among that child's then living lineal descendants, per stirpes, or if there are none, shall be divided among the then living lineal descendants, per stirpes, of the Grantor. The share of each such descendant who has not then attained the age of 35 shall be held in trust for that descendant under the terms of paragraph (b) of this Section. If any assets are then being held in trust under this Agreement for any such descendant, the assets passing to that descendant under this paragraph shall be added to the trust held for that descendant.

(b) Contingent Trusts for Descendants of Children. The share of any child of the Grantor who is deceased but represented by living descendants shall be divided into separate shares for said child's then living lineal descendants, per stirpes. During the existence of said separate share trust, the Trustees shall distribute to or for the benefit of such descendant, so much of the

Income and principal, at such times and in such proportions as the Trustees, in their sole discretion, after taking into account all other sources of income or support and assets available to such descendant, shall deem advisable for the health, support, maintenance and complete education of such descendant. Any undistributed Income shall be added to principal and invested as such. When the descendant for whom the trust was established reaches age 23, the current Income of the trust thereafter is to be distributed to that descendant or applied for his or her benefit quarterly or more frequently. After said descendant attains his thirty-fifth (35th) birthday, he shall have the right, but only after a majority of the Grantor's children have agreed to distribute any particular asset of the Trust to such descendant's separate trust, to withdraw all of the then remaining principal of such separate share trust and upon withdrawal the said separate share trust shall terminate. Upon the death of a descendant for whom such a separate share trust exists, the remaining principal, if any, of such separate share trust shall be distributed to or for the benefit of such one or more persons, corporations, or other organizations, exclusive of his creditors, his estate, and creditors of his estate, in such amounts and subject to such trusts, terms and conditions as such descendant may appoint by specific reference in his Will to this power; provided, however, that upon the death of a descendant who (1) has descendants then living and (2) is the beneficiary of a separate trust with an inclusion ratio, as that term is defined in Section 2642 of the Internal Revenue Code of 1986, as amended, of one, any remaining principal in such trust with an inclusion ratio of one shall be transferred and delivered to or for the benefit of such one or more persons, corporations, or other organizations, including his creditors, his estate, and creditors of his estate, in such amounts and subject to such trusts, terms and conditions as such descendant may appoint by specific reference in his Will to this power. To whatever extent the then remaining principal of said separate share trust is not appointed by such descendant, it shall be distributed among such descendant's then living lineal descendants, per stirpes, or if there

are none, shall be divided among the then living lineal descendants, per stirpes, of that descendant's closest ancestor in degree who is also a lineal descendant of Grantor, or if there are none, shall be divided among Grantor's then living lineal descendants, per stirpes. The share of each such descendant who has not then attained age 35 shall be held in trust for that descendant under the terms of this paragraph. If any assets are then being held in trust under this paragraph for any such descendant, the assets passing to that descendant hereunder shall be added to the trust held for that descendant.

Section 2. Ultimate Distribution. If any amount held in trust hereunder remains undistributed under the foregoing provisions, the Trustees shall distribute such amount to those persons who would have been entitled thereto if the Grantor had died at that time intestate, unmarried, without children surviving, and domiciled in the Commonwealth of Pennsylvania.

#### ARTICLE FOUR

##### Minor Beneficiaries

If any beneficiary who is entitled to receive absolutely and free of trust a share of the principal of any trust created hereunder is under the age of twenty-one (21) years (hereinafter called a "minor"), the Trustees are hereby authorized and empowered to hold and manage such share for the benefit of such minor during his minority, but this authority shall be construed as a power only and shall not operate to suspend the absolute ownership thereof by such minor nor to prevent the absolute vesting thereof in such minor. During the minority of any such beneficiary, the Trustees may accumulate all or any part of the Income from such beneficiary's share or pay so much thereof, together with such amounts of the principal of such beneficiary's share, as the Trustees, in their sole discretion, shall deem necessary or advisable for such beneficiary's health, support, maintenance and complete education. If any such beneficiary should die during his minority, the Trustees are authorized, in their sole discretion, to pay part or all of such beneficiary's funeral expenses, and the remaining principal of such beneficiary's share as it is then constituted shall be paid to the persons entitled to such beneficiary's personal estate.

## ARTICLE FIVE

### Other Provisions Affecting Trusts

Section 1. Disbursements to or for the Benefit of Minors. In the disbursement of funds directed to be paid under Article Three hereof to or for the use and benefit of any beneficiary who is a minor, the Trustees may make payment of the same to the parents, guardian or such other person as may have custody of the person of that minor at the time such payments are made, but without liability on the part of the Trustees to see to the application of said payments by the payee, and the receipt of any such person shall be a full acquittance of the Trustees as to any amounts so paid, or the Trustees may make payment of the same directly to or for the benefit of such minor.

Section 2. Accrued Income. Upon the death of any Income beneficiary, any Income accrued or received by the Trustees subsequent to the last Income payment date shall be paid to the person or persons for whose benefit the principal producing such Income is continued in trust or to whom such principal is distributed under the terms hereof.

Section 3. Stock Dividends. Corporate distributions received in shares of the distributing corporation shall be allocated to principal, regardless of the number of shares and however described or designated by the distributing corporation.

Section 4. Spendthrift Provision. During the continuance of any of the trusts created under this Agreement the principal sums thus held in trust for the beneficiaries, respectively, and the Income thereof shall not be subject to or liable for any contracts, debts, engagements, liabilities or torts of such beneficiaries, or any of them, now or hereafter made, contracted, incurred or committed, but shall be absolutely free from the same, and the beneficiaries under Articles Two and Three shall have no power to sell, assign, or encumber all or any part of the said principal sums or their interest therein respectively, or the Income thereof, or to anticipate the said Income. If any anticipation, assignment or transfer, whether voluntary or involuntary, or by operation of law, shall be made or attempted by or against any beneficiary under Articles Two and Three hereof, all further payments to said beneficiary of Income or principal of the trust shall be suspended for such period of time or indefinitely (but in no case for longer than the term of the trust) as the Trustees shall determine and, in lieu of such payments, the Trustees may apply so much of the Income or principal of the Trust, or both, as the Trustees may deem

necessary for the health, support, maintenance and complete education of said beneficiary, and all Income of the Trust not so applied shall, in the uncontrolled discretion of the Trustees, be accumulated and added to the principal of the trust fund at such time or times as the Trustees may deem proper.

Section 5. Rule Against Perpetuities. No trust created hereunder shall fail to vest within twenty-one (21) years after the life of the last to die of a class consisting of the Grantor and his descendants in being at the date of his death, and upon the failure to vest within such period, all trusts hereunder shall terminate and the assets thereof shall be distributed outright to the beneficiaries of each said trust per stirpes.

## ARTICLE SIX

### Trustee Powers

The Trustees shall have the following rights and powers exercisable without court approval, in addition to and without limiting the usual rights and powers vested in a trust fiduciary; provided, however, that all of such powers are exercisable only by the Trustees in a fiduciary capacity and no individual Trustee shall have any power to make distributions for his or her own benefit or for the purpose of discharging any legal obligation he or she may have.

Section 1. Power to Retain Assets. The Trustees may retain as an investment without any duty of diversification, all property, real or personal, received in kind from the Grantor or from his estate.

Section 2. Power to Retain Cash. The Trustees may hold in the form of cash, awaiting distribution or desirable investments, such portion of the funds held in trust hereunder as at any time and from time to time the Trustees in their discretion deem advisable.

Section 3. Investment Powers. The Trustees may invest and reinvest the principal held in trust, together with any Income accumulated thereon, in such stocks, bonds, mortgages, securities or other property, real or personal, as they deem advisable without being limited to the classes of securities or investments in which trust fiduciaries are authorized by law to invest trust funds.

Section 4. Power to Use Nominee. The Trustees may register or carry any investments held by them hereunder in their own name or in the name of a nominee or nominees,

including that of a corporate Trustee, a clearing Corporation, a depository, in book entry form, or to retain any such investment unregistered or in a form permitting transfer by delivery; provided, however, that all such investments shall be so designated upon the records of such Trustees that the trust to which they belong shall appear clearly at all times.

Section 5. Power to Sell Real Estate. The Trustees may from time to time sell any and all real estate held hereunder, at public or private sale, for such prices and upon such terms as they deem advisable, and may make, execute and deliver any deed or deeds therefor, conveying title therein in fee simple absolute, or for any less estate, to any purchaser or purchasers, freed and discharged of any and all trusts hereunder.

Section 6. Power to Deal With Trust Assets. The Trustees may from time to time sell, exchange, lease, encumber, option or otherwise dispose of all or any portion of the assets held in trust in such manner and upon such terms and conditions as they deem advisable, and may make, execute and deliver deeds, mortgages, leases, assignments and other documents necessary to carry out any of the powers granted the Trustees, and which shall specifically include the authority to grant leases which extend beyond the period authorized by law.

Section 7. Stock Powers. The Trustees may from time to time vote by person or proxy any and all stock held in trust and may participate in any reorganization or merger of companies or corporations whose stock is held in trust. The Trustees may exercise any and all conversion, subscription, and other rights of whatever nature, including (but not by way of limitation) stock options with respect to any stocks, bonds, or other securities included in trust and, for the purpose of exercising such rights, shall have the right to sell or otherwise dispose of all or any part of the assets held in trust or to borrow for the purpose of making payment.

Section 8. Power to Borrow. The Trustees may borrow money for such periods of time and upon such terms and conditions as they deem advisable for the purpose of paying any charges for the protection or improvement of any property held hereunder.

Section 9. Power to Distribute in Kind. The Trustees may distribute in cash or kind, or both, and may allot different kinds of property to different shares, in accordance with the specific directions in Article Three, and as they deem advisable without respect to the income tax basis of such property, and such designations or divisions,

including the values placed on such property for such purposes, shall be conclusive upon all parties.

Section 10. Power to Settle Claims. The Trustees may adjust, compromise and settle or refer to arbitration any claim in favor of or against any trust hereunder, and may institute, prosecute or defend any and all such legal proceedings as they may deem advisable.

Section 11. Power to Employ Agents. The Trustees may from time to time employ such person or persons, upon such terms and conditions as they deem advisable, to perform all ministerial and administrative duties, including investing and reinvesting of the trust property, keeping of the books and records, and preparing all of the necessary tax returns.

Section 12. Power to Merge and Reform Trusts. The Trustees shall be authorized to merge or consolidate the assets of any trust created hereunder with the assets of any other trust created by the Grantor during his lifetime which contains distributive provisions similar to those provided for such trust created hereunder. In addition, the Trustees may reform, by a writing filed with the records of the Trust, any of the provisions of this Agreement to the end and purpose that burdensome tax or other unanticipated consequences may be eliminated or minimized.

Section 13. Power to Terminate Trusts. The Trustees are authorized to terminate any trust created hereunder if such trust, in the opinion of the Trustees, has insufficient assets to justify continued administration. In such event, the Trustees shall distribute the assets of said trust to the beneficiary or beneficiaries of such trust per stirpes.

Section 14. Dealings With Estates. The Trustees may without court approval purchase as an investment for the Trust Estate any property, real or personal, owned by the Grantor's estate, or, in their discretion, make loans, secured or unsecured, to the Grantor's estate, without liability for the nonpayment thereof.

Section 15. Business Powers. The Trustees may carry on any business owned and operated by the Grantor or by the Grantor's estate as a sole proprietorship or any business conducted by a limited or general partnership of which the Grantor or the Grantor's estate was a partner for whatever period of time the Trustees may deem advisable, and to that end the Trustees shall have the power to do any and all things they deem necessary or appropriate including the power to pay any negative cash flow, the power to incorporate any

such business or hold the stock as an investment, the power to borrow and pledge assets held in trust as security for such borrowing, the power to liquidate or sell any such business or such interests therein at public or private sale and at such times and upon such terms as the Trustees, in their sole discretion, deem advisable, and the power to employ agents to manage and operate such business without liability for the actions of any such agents, or for any loss, liability, or indebtedness of such business, if the management is selected or retained with reasonable care.

Section 16. Margin Accounts. The Trustees are expressly authorized to invest all or part of the assets held in trust in any cash management account or other investment account which includes the option to purchase securities on margin, and shall further be authorized to trade in any and all manner of stock options, including puts, calls and straddles, covered or uncovered, and for that purpose, may pledge any securities held or purchased by them as security for loans and advances to the Trustees.

Section 17. Generation-Skipping Trusts. It is the Grantor's intention, for generation-skipping transfer tax purposes, that all trusts contained herein have inclusion ratios, as defined in Section 2642(a)(1) of the Internal Revenue Code of 1986, as amended, of either zero (0) or one (1). Accordingly, the Trustees are authorized with respect to each trust created hereunder from which or to which generation-skipping transfers might occur to divide the property which otherwise would be distributable to such trust into two (2) separate trusts, so that there is one such trust with an inclusion ratio of zero (0) and one such trust with an inclusion ratio of one (1). As to any additions to any trust contained herein, the Trustees shall also be authorized to distribute such additions in a way that will preserve the zero (0) and one (1) inclusion ratios. Additionally, if for any reason a trust contained herein has an inclusion ratio of neither zero (0) nor one (1), the Trustees shall be authorized to divide such trust into two separate trusts, so that there is one such trust with an inclusion ratio of zero (0) and one such trust with an inclusion ratio of one (1). Each of the two trusts resulting from such a division shall have the same terms as the trust that was divided; provided, however, that (a) any discretionary distributions or withdrawals of Income or principal made to or by a skip person, as defined in Section 2613(a) of the Internal Revenue Code of 1986, as amended, shall be made first from that trust with an inclusion ratio of zero (0), and only any after the complete exhaustion of such trust shall discretionary distributions or withdrawals of Income or principal be made to or by a skip person from that separate share trust with any inclusion ratio of one (1), and (b) any discretionary

distributions or withdrawals of Income or principal made to or by a non-skip person, as defined in Section 2613(b) of the Internal Revenue Code of 1986, as amended, shall be made first from that trust with an inclusion ratio of one (1), and only after the complete exhaustion of such trust shall discretionary distributions or withdrawals of Income or principal be made to or by a non-skip person from that separate share trust with an inclusion ratio of zero (0). The Trustees are not required to obtain court approval for any exercise of authority granted to them under this Section.

## ARTICLE SEVEN

### Trustees

Section 1. Additional and Successor Trustees. All individual Trustees shall be authorized to appoint as a successor Trustee an individual or a corporate Trustee engaged in trust business in the United States. Each individual Trustee's appointment of a successor Trustee shall be evidenced by a writing filed with the records of the Trust, which may provide that such appointment shall take effect upon the death or resignation of the individual Trustee then serving or at such other time or upon the happening of an event as may be designated in such writing. If any of JACOB L. PHILLIPS, JR., HARRY G. PHILLIPS or NANCY C. COULTER ceases to serve for any reason, DELORES J. HICKS and SYLVIA J. WHITEMAN shall become additional Trustees hereunder, thus increasing the number of Trustees authorized to serve from three to five. If a corporate Trustee should be a party to a merger or consolidation, the resultant company shall become the successor corporate Trustee hereunder without notice to any other person.

Section 2. Administrative Duties. As among the Trustees, any corporate Trustee which may be serving hereunder shall perform all ministerial and administrative duties, including the keeping of the books and records, acting as custodian of the trust property and preparing all necessary tax returns.

Section 3. Delegation of Powers by Individual Trustee(s). Any individual Trustee(s) shall have full power and authority to delegate from time to time to any corporate Trustee which may be serving hereunder by an instrument in writing any or all of said individual Trustees' rights, powers and duties hereunder to the end and purpose that the corporate Trustee may be enabled to act in all respects for all of the Trustees hereunder during the term of such delegation; provided, however, that such delegation shall be

subject to revocation by the individual Trustee(s) upon the delivery of written notice to that effect to the corporate Trustee.

Section 4. Waiver of Bond. No Trustee hereunder shall be required to give bond for the faithful performance of duty in any jurisdiction.

Section 5. Compensation and Expenses of Trustees. Any corporate Trustee shall be entitled to receive annual compensation for its services hereunder in accordance with its schedule in effect when the services are performed, but not in excess of such compensation as would be approved by a court of competent jurisdiction. Any individual Trustee shall also be entitled to receive compensation commensurate with his services rendered. All Trustees shall be entitled to prompt reimbursement for all expenses reasonably incurred by them in the performance of their duties hereunder.

Section 6. Investment Adviser. The individual Trustees shall have the right to appoint one or more qualified investment advisers to manage all or any portion of the trust of which he or she is a Trustee; no investment adviser shall qualify for appointment hereunder unless it then has at least FIFTY MILLION DOLLARS (\$50,000,000) of assets under investment management. The corporate Trustee shall have no obligation to perform an investment review of any assets subject to the management of a qualified investment adviser and shall make only such sales and purchases as are directed by such investment adviser. The corporate Trustee shall not be liable to any person in any way for any loss resulting from the directions, or failure to give directions, of such investment adviser.

Section 7. Majority Vote. Any decision to be made by the Trustees hereunder shall be made by a majority of the Trustees acting at that time.

## ARTICLE EIGHT

### Additions, Revocation, Amendments

Section 1. Additions to Trust Estate. The Grantor or others, may add hereto, by Will, inter vivos transfer or beneficiary designation, cash or such property in kind as is acceptable to the Trustees.

Section 2. Right to Revoke. The Grantor reserves the right to revoke this Agreement in whole or in part by written notice to the Trustees. Unless such revocation is made expressly dependent upon some condition, it shall become

effective upon receipt of such written notice by the Trustees.

Section 3. Right to Amend. The Grantor reserves the right to amend this Agreement by a proper instrument in writing, executed by the Grantor, delivered to the corporate Trustee during the Grantor's lifetime and accepted by the Trustees.

ARTICLE NINE

Interpretation

Section 1. Gender and Number. Whenever used herein, the singular shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

Section 2. Definitions.

(a) Child, Children, Descendant. Whenever the terms "child," "children" and "descendant" are used herein, such terms shall include adopted children, regardless of the date of adoption, with full effect as if they were the natural children of the adopting parents. Such terms are also intended to include persons in gestation at any pertinent time provided such persons survive birth by thirty (30) days.

(b) Education. Whenever the terms "education" or "complete education" are used herein, such terms shall include all tuition, travel, room, board and other costs and expenses related to preparatory, special, vocational, business, college, post-graduate, and professional training.

(c) Health. Whenever the term "health" is used herein, such term shall include all medical, psychiatric, dental, hospital and nursing expenses and expenses of invalidism.

Section 3. Captions. The captions appearing in this Agreement have been used solely for convenience of reference and shall not control or affect the meaning or interpretation of any of the provisions.

Section 4. Governing Law. This Agreement has been delivered to and accepted by the Trustees in the Commonwealth

of Pennsylvania and shall be governed in all respects by the laws of said Commonwealth.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year first above written.

WITNESSES:

GRANTOR:

James S. McCulla

Jacob L. Phillips, Sr. (SEAL)

TRUSTEES:

James S. McCulla

Jacob L. Phillips, Jr. (SEAL)  
Jacob L. Phillips, Jr.

James S. McCulla

Harry S. Phillips (SEAL)  
Harry Phillips

James S. McCulla

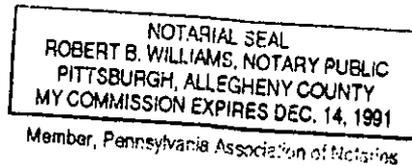
Nancy C. Coulter (SEAL)  
Nancy C. Coulter

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

On this, the 25th day of SEPTEMBER, 1991, before me, a Notary Public, personally appeared Jacob L. Phillips, Sr., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

Robert B. Williams  
Notary Public

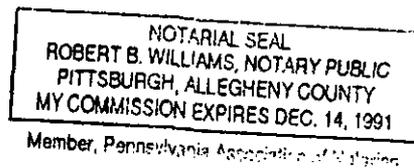


COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

On this, the 25th day of SEPTEMBER 1991, before me, a Notary Public, personally appeared Jacob L. Phillips, Jr., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

Robert B. Williams  
Notary Public

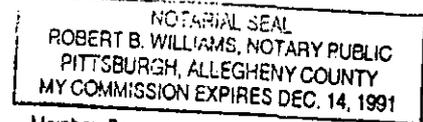


COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

On this, the 15<sup>TH</sup> day of SEPTEMBER 1991, before me, a Notary Public, personally appeared Harry G. Phillips, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

Robert B. Williams  
Notary Public



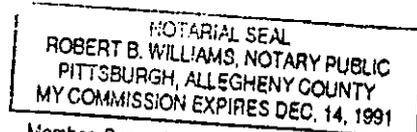
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

On this, the 20<sup>TH</sup> day of SEPTEMBER 1991, before me, a Notary Public, personally appeared Nancy C. Coulter, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

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

Robert B. Williams  
Notary Public



Member, Pennsylvania Association of Notaries

SCHEDULE "A"  
TO THE  
JACOB L. PHILLIPS, SR.  
REVOCABLE LIVING TRUST AGREEMENT

LAW OFFICES

WICK, STREIFF, MEYER, METZ & O'BOYLE, P.C.

HENRY M. WICK, JR.  
CHARLES J. STREIFF  
CARL F. MEYER  
LEROY L. METZ, II  
DAVID M. O'BOYLE  
VINCENT P. SZELIGO  
LUCILLE N. WICK  
PATRICIA LIPTAK-McGRIL  
KATHRYN KNEE VENN  
TIMOTHY J. GRICKS  
VICTORIA L. MARUCCI  
ROGER A. ISLA

1450 TWO CHATHAM CENTER  
PITTSBURGH, PA 15219-3427  
(412) 765-1600

FACSIMILE  
(412) 261-3783

June 7, 1993

Re: Trans American Trucking Service, Inc. -  
Purchase - Jacob Phillips  
Our File 4604.001



Ms. Nancy Kauffman  
Application Section  
Pennsylvania Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17120

Dear Ms. Kauffman:

In our letter of June 2, 1993, we submitted a Supplement to the above application on behalf of Transferor indicating, among other things, that Transferor had no objection to the Commission cancelling three grants of authority. You advised that it would be necessary for Transferor to file an application requesting permission for Transferor to discontinue service in order for these rights to be cancelled. To avoid the cost and expense of filing a discontinuance of service application, Transferor has agreed to include those three grants of authority in the rights to be transferred to Transferee, Trans American Trucking Service, Inc.

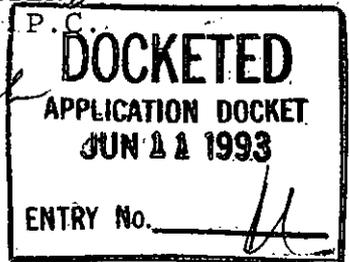
Enclosed is a Revised Supplement to Paragraph 12(a)(iii) which sets forth the operating authority to be transferred in this proceeding. The last three paragraphs of the Supplement (12, 13 and 14) set forth these three additional grants of authority.

If you have any further questions concerning this matter, please advise me.

Very truly yours,

WICK, STREIFF, MEYER,  
METZ & O'BOYLE, P.C.

*David M. O'Boyle*  
David M. O'Boyle



tw  
Enclosure

cc: Trans American Trucking Service, Inc. (w/encl.)  
Mr. Harry G. Phillips (w/encl.)

REVISED SUPPLEMENT TO PARAGRAPH 12(a)(iii)

TRANS AMERICAN TRUCKING SERVICE, INC. - PURCHASE -  
JACOB PHILLIPS

OPERATING RIGHTS TO BE TRANSFERRED

By this application, Trans American Trucking Service, Inc. seeks to acquire a portion of the PUC operating rights issued to Jacob Phillips at Docket No. A-42033. A summary of the operating authority which is being transferred is set forth below:

1. To transport building materials and supplies, excavated materials and road and building construction materials, and other materials usually transported in dump trucks, as a Class D carrier, between points in the county of Allegheny; provided that no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of construction or disposal.
2. To transport, as a Class B carrier, property between points in the Borough of Coraopolis and the Townships of Crescent, Moon, Neville and that portion of the Township of Robinson which is within three (3) miles of 912 Fourth Avenue in said borough, all in the County of Allegheny.
3. To transport, as a Class C carrier, property from points in the Borough of Coraopolis and the townships of Crescent, Moon, Neville and that portion of the Township of Robinson which is within three (3) miles of 912 Fourth Avenue in said borough to points within thirty-five (35) miles by the usually traveled highways of the limits of the said area.
4. To transport, as a Class B carrier, builders' supplies, coal, coke and other fuel, baled hay and shavings, manure, cinders and slag between points in the Borough of Coraopolis, Allegheny County, and within five (5) miles by the usually traveled highways of the limits of said borough.
5. To transport, as a Class <sup>D</sup>~~B~~ carrier, builders' supplies, coal, coke and other fuel, baled hay and shavings, manure, cinders and slag from points in the Borough of Coraopolis, Allegheny

County, and within five (5) miles by the usually traveled highways of the limits of said borough to other points within twenty-five (25) miles by the usually traveled highways of the limits of said borough, and vice versa.

6. To transport, as a Class B carrier, property between points in the Township of Neville, Allegheny County.
7. To transport, as a Class C carrier, property from points in the Township of Neville, Allegheny County, to points in Pennsylvania within fifty (50) miles by the usually traveled highways of the limits of said township, and vice versa.
8. To transport, as a Class D carrier, property between points within fifty (50) miles of the usually traveled highways of the limits of the Township of Neville, Allegheny County, from one point of construction, on orders from customers located in the Township of Neville, Allegheny County. *to another point of construction* ✓
9. To transport, as a Class D carrier, property for the Pittsburgh Forgings Company from its plant in the Borough of Coraopolis, Allegheny County, to points in the County of Allegheny.
10. To transport, as a Class D carrier, property for the Standard Steel Company from its plant in the Borough of Coraopolis, Allegheny County, to points in the County of Allegheny and the City of Butler, Butler County.
11. To transport, as a Class D carrier, property (excluding commodities in bulk in tank vehicles) for Pittsburgh Coke & Chemical Company, from the plant of said company in Neville Township, Allegheny County, to the warehouses of said company in Stowe Township, Allegheny County, and vice versa.
12. To transport coal and coke, as a Class D carrier, from mines and yards in Robinson Township, Allegheny County, to homes and office buildings in the said county; provided that no haul shall exceed a distance of fifteen (15) miles from point of origin to point of consumption.
13. To transport, as a Class D carrier, coal from the Pittsburgh Coal Company from its mine near the borough of Coraopolis to points in the Beaver Valley district.

14. To transport, as a Class D carrier, manure, from the Bell Farm near the borough of Coraopolis to the Pittsburgh Cut Flowers Company near the Village of Mars.

# PENNSYLVANIA PUBLIC UTILITY COMMISSION



## RECEIPT

The addressee named hereunder has paid Pennsylvania Public Utility Commission for the following bill, subject to final collection of check or money order tendered for such payment.

DAVID M O'BOYLE  
1450 TWO CHATHAM CENTER  
PITTSBURGH PA 15219

Date June 10, 1993

CR 149968 A

**DOCKETED**  
JUN 21 1993

**DOCUMENT  
FOLDER**

**RECEIVED**  
93 JUN 11 PM 1:56  
PA. P. U. C.  
INFO. CONTROL DIV.

In re application of Trans American Trucking  
Service Inc.  
A-00107793, F.2, Am-C.....\$350.00

Revenue account 001780-017601-102 (ck)  
ck 42320 \$350.00  
Checks \_\_\_\_\_ Currency \_\_\_\_\_  
Utility account 50:26

C. Joseph Meisinger  
For Department of Revenue

June 25, 1993

IN REPLY PLEASE  
REFER TO OUR FILE

DAVID M O'BOYLE  
ATTORNEY AT LAW  
1450 TWO CHATHAM CENTER  
PITTSBURGH PA 15219

In re: A-00107793, F. 2, Am-C - Application of Trans  
American Trucking Service, Inc.

Dear Sir:

Acknowledgement is made of an application filed by you on behalf  
of Trans American Trucking Service, Inc. for the rights of Jacob Phillips  
(Deceased).

The application has been captioned as attached and will be  
submitted for review, provided no protests are filed on or before JULY 19,  
1993. If protests are filed, you will be advised as to further procedure.

This application is accepted with the understanding that the  
Trustees of the Estate of Jacob Phillips (Deceased) will continue to render  
the service covered by his certificate and comply with all the rules of the  
Commission, including the carrying of continuous insurance, until final  
disposition is made of the application by the Commission.

You are further advised that the above application will be  
published in the Pennsylvania Bulletin of June 26, 1993.

Very truly yours,

David Ehrhart  
Supervisor - Application Section  
Bureau of Transportation

DE:RP:rs

cc: Applicant  
115 St. Nicholas Avenue  
South Plainfield, NJ 07080

DOCUMENT  
FOLDER

DOCKETED  
APPLICATION DOCKET  
JUN 25 1993  
ENTRY No. mw

A-00107793, Folder 2, Am-C TRANS AMERICAN TRUCKING SERVICE, INC. (115 St. Nicholas Avenue, South Plainfield, NJ 07080), a corporation of the state of New Jersey, inter alia - coal from mines and breakers in the county of Lackawanna to points in the said county: SO AS TO PERMIT the transportation of (1) coal and coke, as a Class D carrier, from mines and yards in Robinson Township, Allegheny County, to homes and office buildings in the said county; provided that no haul shall exceed a distance of fifteen (15) miles from point of origin to point of consumption; (2) building materials and supplies, excavated materials and road and building construction materials, and other materials usually transported in dump trucks, as a Class D carrier, between points in the county of Allegheny; provided that no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of construction or disposal; (3) as a Class B carrier, property between points in the borough of Coraopolis and the townships of Crescent, Moon, Neville and that portion of the township of Robinson which is within three (3) miles of 912 Fourth Avenue in said borough, all in the county of Allegheny; (4) as a Class C carrier, property from points in the borough of Coraopolis and the townships of Crescent, Moon, Neville and that portion of the township of Robinson which is within three (3) miles of 912 Fourth Avenue in said borough to points within thirty-five (35) miles by the usually traveled highways of the limits of the said area; (5) as a Class B carrier, builders' supplies, coal, coke and other fuel, baled hay and shavings, manure, cinders and slag between points in the borough of Coraopolis, Allegheny County, and within five (5) miles by the usually traveled highways of the limits of said borough; (6) as a Class D carrier, builders' supplies, coal, coke and other fuel, baled hay and shavings, manure, cinders and slag from points in the borough of Coraopolis, Allegheny County, and within five (5) miles by the usually traveled highways of the limits of said borough to other points within twenty-five (25) miles by the usually traveled highways of the limits of said borough, and vice versa; (7) as a Class D carrier, manure from the Bell Farm near the borough of Coraopolis to the Pittsburgh Cut Flower Company near the village of Mars; (8) as a Class D carrier, coal from the Pittsburgh Coal Company from its mine near the borough of Coraopolis to points in the Beaver Valley District; (9) as a Class B carrier, property between points in the township of Neville, Allegheny County; (10) as a Class C carrier, property from points in the township of Neville, Allegheny County, to points in Pennsylvania within fifty (50) miles by the usually traveled highways of the limits of said township, and vice versa; (11) as a Class D carrier, property between points within fifty (50) miles by the usually traveled highways of the limits of the township of Neville, Allegheny County, from one point of construction to another point of construction on orders from customers located in the township of Neville, Allegheny County; (12) property for the Pittsburgh Forgings Company from its plant in the borough of Coraopolis, Allegheny County, to points in the county of Allegheny; (13) property for the Standard Steel Company from its plant in the borough of Coraopolis, Allegheny County, to points in the county of Allegheny and the city of Butler, Butler County; and (14) property (excluding commodities in bulk in tank vehicles) for Pittsburgh Coke & Chemical Company, from the plant of said company in Neville Township, Allegheny County, to the warehouses of said company in Stowe Township, Allegheny County, and vice versa; which is to be a transfer of part of the rights authorized under the certificates issued at A-00042033, Folders 1 and 3, to Jacob Phillips (deceased), subject to the same limitations and conditions. ~~Attorney: David M. O'Boyle, 1450 Two Chatham Center, Pittsburgh, PA 15219.~~

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

JUN 26 1993

Published in Pennsylvania Bulletin

BUREAU OF TRANSPORTATION  
COMMON CARRIER  
June 1993

A-00107793  
F. 2  
Am-C

Application of Trans American Trucking Service, Inc., a corporation of the state of New Jersey, for amendment to its common carrier certificate which grants the right, inter alia, to transport, by motor vehicle coal from mines and breakers in the county of Lackawanna to points in the said county: SO AS TO PERMIT the transportation of (1) coal and coke, as a Class D carrier, from mines and yards in Robinson Township, Allegheny County, to homes and office buildings in the said county; provided that no haul shall exceed a distance of fifteen (15) miles from point of origin to point of consumption; (2) building materials and supplies, excavated materials and road and building construction materials, and other materials usually transported in dump trucks, as a Class D carrier, between points in the county of Allegheny; provided that no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of construction or disposal; (3) as a Class B carrier, property between points in the borough of Coraopolis and the townships of Crescent, Moon, Neville and that portion of the township of Robinson which is within three (3) miles of 912 Fourth Avenue in said borough, all in the county of Allegheny; (4) as a Class C carrier, property from points in the borough of Coraopolis and the townships of Crescent, Moon, Neville and that portion of the township of Robinson which is within three (3) miles of 912 Fourth Avenue in said borough to points within thirty-five (35) miles by the usually traveled highways of the limits of the said area; (5) as a Class B carrier, builders' supplies, coal, coke and other fuel, baled hay and shavings, manure, cinders and slag between points in the borough of Coraopolis, Allegheny County, and within five (5) miles by the usually traveled highways of the limits of said borough; (6) as a Class D carrier, builders' supplies, coal, coke and other fuel, baled hay and shavings, manure, cinders and slag from points in the borough of Coraopolis, Allegheny County, and within five (5) miles by the usually traveled highways of the limits of said borough to other points within twenty-five (25) miles by the usually traveled highways of the limits of said borough, and vice versa; (7) as a Class D carrier, manure from the Bell Farm near the borough of Coraopolis to the Pittsburgh Cut Flower Company near the village of Mars; (8) as a Class D carrier, coal from the Pittsburgh Coal Company from its mine near the borough of Coraopolis to points in the Beaver Valley District; (9) as a Class B carrier, property between points in the township of Neville, Allegheny County; (10) as a Class C carrier, property from points in the township of Neville, Allegheny County, to points in Pennsylvania within fifty (50) miles by the usually traveled highways of the limits of said township, and vice versa; (11) as a Class D carrier, property between points within fifty (50) miles by the usually traveled highways of the limits of the township of Neville, Allegheny County, from one point of construction to another point of construction on orders from customers located in the township of Neville, Allegheny County; (12) property for the Pittsburgh Forgings Company

NA Protests due

DOCUMENT  
FOLDER

DOCKETED

APPLICATION DOCKET  
JUN 25 1993

ENTRY No. MW

JUL 19 1993

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

Published in Pennsylvania Bulletin \_\_\_\_\_

- 2 -

from its plant in the borough of Coraopolis, Allegheny County, to points in the county of Allegheny; (13) property for the Standard Steel Company from its plant in the borough of Coraopolis, Allegheny County, to points in the county of Allegheny and the city of Butler, Butler County; and (14) property (excluding commodities in bulk in tank vehicles) for Pittsburgh Coke & Chemical Company, from the plant of said company in Neville Township, Allegheny County, to the warehouses of said company in Stowe Township, Allegheny County, and vice versa; which is to be a transfer of part of the rights authorized under the certificates issued at A-00042033, Folders 1 and 3, to Jacob Phillips (deceased), subject to the same limitations and conditions.

NK:11  
6/14/93

Application received: 4/28/93  
Application docketed: 6/7/93

Protests due \_\_\_\_\_

LAW OFFICES

WICK, STREIFF, MEYER, METZ & O'BOYLE, P.C.

1450 TWO CHATHAM CENTER  
PITTSBURGH, PA 15219-3427  
(412) 765-1600

FACSIMILE  
(412) 261-3783

HENRY M. WICK, JR.  
CHARLES J. STREIFF  
CARL F. MEYER  
LEROY L. METZ, II  
DAVID M. O'BOYLE  
VINCENT P. SZELIGO  
LUCILLE N. WICK  
PATRICIA LIPTAK-McGRIL  
KATHRYN KNEE VENN  
TIMOTHY J. GRICKS  
VICTORIA L. MARUCCI  
ROGER A. ISLA

June 29, 1993

Re: Trans American Trucking Service, Inc.  
Docket No. A-00107793, F.2, Am-C  
Our File 4604.001

RECEIVED

JUL 1 1993

SECRETARY'S OFFICE  
Public Utility Commission

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

Dear Mr. Alford:

I represent the Transferor, Jacob Phillips, in the above captioned transfer application. Notice of the application was published in the Pennsylvania Bulletin on June 26, 1993. The notice incorrectly listed me as counsel for the Applicant/Transferee. I hereby request that the Commission correct its records to indicate that I am only representing the Transferor in this proceeding. All correspondence to the Applicant/Transferee should be sent to the attention of Ron McGraw, Trans American Trucking Service, 115 St. Nicolas Avenue, South Plainfield, NJ 07080.

Thank you for your attention in this matter.

Very truly yours,

WICK, STREIFF, MEYER,  
METZ & O'BOYLE, P.C.

*David M. O'Boyle*

David M. O'Boyle

DOCKETED  
APPLICATION DOCKET  
JUL 2 1993  
ENTRY No.     

tw  
cc: Trans American Trucking Service, Inc.  
Mr. Harry G. Phillips

DOCUMENT  
FOLDER

RECEIVED  
JUL 02 1993  
Pa. P.U.C.  
Bureau of Transportation