

TRANSPORTATION AGREEMENT

A-107560
7.1 Am-B

THIS AGREEMENT, made and entered into by and between CORNING INCORPORATED, Corning, New York 14831, for itself and in behalf of divisions, subsidiaries, and affiliates (hereinafter referred to as "COMPANY"), and AL'S LEASING, INC., (hereinafter referred to as "CARRIER").

WITNESSETH

WHEREAS, CARRIER possesses appropriate Pennsylvania Public Utility Commission (PA PUC) authorization to provide service to COMPANY as a motor contract carrier, such authority reproduced in Appendix A, attached hereto, and

WHEREAS, the parties hereto desire to enter into an Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter set forth, COMPANY and CARRIER agree as follows:

1. TERM OF AGREEMENT

- A. This Agreement shall become effective on the Effective Date assigned by the PA PUC and shall remain in effect until terminated by either party upon thirty (30) days advance notice in writing, to the other party.
- B. Either party may request in writing that the Contract be reopened for review and renegotiation. Changes may be made effective upon mutual consent.

DOCUMENT
FOLDER

DOCKETED
APPLICATION DOCKET
NOV 16 1989
ENTRY No. *MW*

2. CONSIDERATION OR COMMITMENT

- A. COMPANY intends to use CARRIER's transportation services for certain of its traffic on a more or less continuous basis for a series of shipments between its various facilities and customers or vendors, a minimum of ten loads per year.
- B. COMPANY's above commitment is contingent on the CARRIER meeting service/transit time standards submitted by the CARRIER during the term of this Agreement. Upon notification of the CARRIER by the COMPANY that transit time between any two points has deteriorated to a level unacceptable to COMPANY in its sole judgment, COMPANY may by written notice to CARRIER cancel its intentions hereunder involving the points at issue.

3. SERVICE RENDERED

- A. CARRIER shall accept, transport and deliver such freight as COMPANY may tender for transportation in intrastate commerce, between points and places within the scope of CARRIER's contract carrier authority.
- B. CARRIER shall, at its cost and expense, provide motor vehicles and other necessary equipment for use in the services to be performed hereunder that are adequate and satisfactory to COMPANY, and shall maintain such vehicles in good and efficient condition, both as to operation and

appearance. CARRIER shall also, at its sole cost and expense, provide fully qualified drivers to operate such equipment, shall procure and maintain such licenses and permits as required by local, State or Federal authorities, and shall comply with all laws and regulations governing the provisions of transportation services by CARRIER to COMPANY hereunder. CARRIER shall provide, maintain, and provide evidence of a minimum of One Hundred Thousand Dollars (\$100,000) per trailer cargo insurance, and One Million Dollars (\$1,000,000) Bodily Injury and Property Damage combined vehicular liability insurance.

- C. CARRIER shall be deemed and independent contractor with respect to COMPANY and nothing herein contained shall be construed to be inconsistent with that relationship or status. COMPANY shall exercise no control or supervision over the personnel used by CARRIER in providing this service and specifically disavows any right to do so. COMPANY shall not have any right or authority to direct any other operations of CARRIER or the manner in which CARRIER performs its obligations under this Agreement.

4. RATES AND CHARGES

- A. As full and complete compensation for the services to be provided, transportation charges shall be paid in accordance with the "Schedule of Rates and Charges" attached hereto as Appendix A, also known as "Schedule PA PUC-3", hereinafter referred to as "Schedule", which Schedule is incorporated into and made a part of this Agreement.
- B. Schedule shall remain unchanged unless prior written approval for any change is obtained from the COMPANY.
- C. CARRIER shall invoice daily, in duplicate, and payment of each invoice shall be made within fifteen (15) days from its receipt.
- D. Schedule provisions will apply on Outbound Prepaid and Collect, Inbound Collect shipments, and third party billings where COMPANY is the payor of the freight charges.

5. DEFAULT AND TERMINATION

- A. This Agreement and all rights granted hereunder, may be terminated by either party (a) in the event of a material default by the other party of any obligation hereunder to which such party was entitled, upon written notice to the defaulting party, which termination shall be effective thirty (30) days after such notice of default is given,

unless the default shall be substantially cured by the defaulting party prior to the date termination becomes effective, or (b) immediately upon written notice in the event of the bankruptcy or insolvency of the other party, unless the trustee in bankruptcy or receiver of such other party shall within a reasonable time assume this Agreement or otherwise give reasonable assurances of the performance of all covenants, terms and conditions of this Agreement.

- B. No such termination shall affect or discharge any obligations of either party which arose prior to the effective date of such termination with respect to warranties, indemnification, monies owed or confidential information, and shall not be deemed to supersede or limit any other rights the terminating party may have hereunder in breach or default of the other party. Termination as herein provided shall be the exclusive remedy in case of default by either party.

6. NON-RECOURSE FOR OUTBOUND COLLECT SHIPMENTS

Subject to Section 7 of the Bill of Lading terms and conditions, "Collect" shipments or shipments not specifically designated "prepaid" are to be delivered to the consignee without recourse to COMPANY.

7. CARRIER LIABILITY FOR LOSS AND DAMAGE

- A. Shipments tendered to and accepted by CARRIER under this Agreement will be subject to the provisions of 49 U.S.C. 11707 and the terms and conditions of the Uniform Bill of Lading Contract as specified in the effective National Motor Freight Classification. CARRIER is considered as a "common" carrier as the term has historically applied when under ICC jurisdiction.

- B. Loss and damage claims will be settled within ninety (90) calendar days after filing.

8. FORCE MAJEURE

Neither party shall be liable for delays and/or defaults in its performance under this Agreement due to causes beyond its control and without its fault or negligence, including, but without limiting the generality of the foregoing: Acts of God, of the public enemy, war, riots, embargoes, quarantine, strikes, lockouts or other labor disturbances, or acts or requests of any governmental authority.

9. INDEMNIFICATION

CARRIER shall indemnify and save the COMPANY harmless from any and all liability, expense (including reasonable attorney's fees), cause of action, suit, claim or judgment, including liability for injury to or death of any person or damage to property arising out of or attributable to the equipment furnished or services performed by the CARRIER, regardless of whether such equipment or services are furnished or performed by CARRIER, its subcontractors or agents, or arising out of any breach of this Agreement by CARRIER, its subcontractors or agents, unless such injury, death or damage results solely from the negligent acts or omissions of the COMPANY.

10. DUAL OPERATIONS

In order that CARRIER may obtain maximum load factors, reduce the amount of excess linehaul capacity, and obtain maximum fuel use efficiency, CARRIER may commingle freight moving under this Agreement with freight being transported pursuant to CARRIER's other motor carrier operations.

11. NON-DISCLOSURE

Neither party shall disclose to any other party and information regarding the provisions hereunder without the prior written consent of the other party to this Agreement.

12. BINDING EFFECT AND ASSIGNMENT

- A. This Agreement shall inure to the benefit of, and shall be binding upon, each of the parties hereto and their respective successors and assigns.
- B. Neither this Agreement, nor any right or obligation arising from this Agreement shall be assigned, or shall be assignable, by either party hereto without the prior, express written consent of the other party, except that either party may without the prior consent of the other, assign this Agreement and every right and obligation arising from this Agreement, to a wholly-owned subsidiary corporation of such assigning party.

13. NO WAIVER

No waiver of any breach of this Agreement, or any obligation arising under this Agreement, by either party shall constitute a waiver of any subsequent breach or breaches, whether such breaches be of a similar or dissimilar nature.

14. CHOICE OF LAW

This Agreement shall be construed and enforced in accordance with the laws of the State of New York and of the United States of America.

15. NOTICES

All notices, reports or demands to be given by either party to the other under the provisions of this Agreement shall be forwarded, charges prepaid, by first-class mail, or may be telexed or telefaxed, properly addressed to the respective parties as follows:

COMPANY

Corning Incorporated
Houghton Park AB-03
Corning, NY 14831

ATT: John W. Lind, Director
Corporate Transportation
and Distribution

Phone: (607) 974-8091

Telex: 932498

Facsimile: (607) 974-6310

CARRIER

Al's Leasing, Inc.
RFD #2
Canton, PA 17724

ATT: Elwood W. Snyder

(607) 733-9153

Or to such address or addresses or subordinates as the parties hereto may designate for such purposes during the Term hereof. Notices given hereunder shall be deemed given upon the seventh day after mailing, or on the second day if given by Telex or Facsimile.

16. ENTIRE AGREEMENT AND MODIFICATION

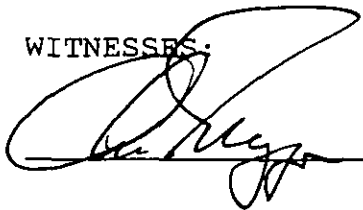
A. Except as specifically provided herein, this instrument sets forth the entire Agreement between the parties hereto and as such, supersedes all prior and contemporaneous negotiations, agreements, representations, understandings

and commitments with respect thereto. This Agreement shall not be released, discharged, changed or modified in any manner except by an instrument signed by the duly authorized officers of each of the parties hereto, which instrument shall make specific reference to this Agreement and shall express the plan or intention to modify same.

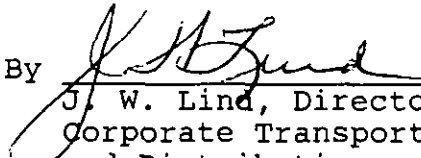
Modification to the Agreement shall be by sequentially numbered Addendum. Modification to any Appendix shall be by sequentially numbered Revision. Appendix revisions need not be accompanied by Agreement Addendum, but must be signed accordingly as provided above.

The parties hereto have set their hands and executed this contract in duplicate on this 6th day of November, 1989.

WITNESSES:

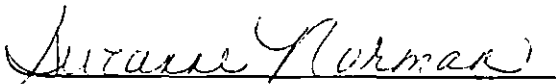


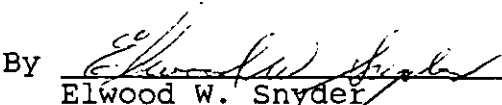
CORNING INCORPORATED (COMPANY)

By 

J. W. Lind, Director,
Corporate Transportation
and Distribution

AL'S LEASING, INC. (CARRIER)



By 

Elwood W. Snyder
President

Appendix A

PERMIT NO. A-00107560, F.1, AM-B

CONTRACT PA.P.U.C. No. 3

AL'S LEASING, INC.

CONTRACT SCHEDULE

NAMING

MINIMUM RATES AND CHARGES

GOVERNING

THE TRANSPORTATION OF

COMMODITIES
(Described Herein)

FROM AND TO POINTS
(Named Herein)

Issued: November 16, 1989

Effective: November 17, 1989

NOTICE: The provisions published herein will,
if effective, not result in an adverse
effect on the quality of the human environment.

ISSUED ON ONE DAY'S NOTICE UNDER AUTHORITY
OF PA. CODE, TITLE 52, SECTION 23.145

ISSUED BY:

Elwood W. Snyder, President
AL'S LEASING, INC.
R.D. #1
Canton, PA 17724

Section 1 - General

Item 5 - Scope of Operations

Docket No. A-00107560, F.1, AM-B

To transport, as a contract carrier by motor vehicle, property for Corning Glassworks, Inc., between points in Pennsylvania;

Subject to the following condition:

That no right, power or privilege is granted to transport property in bulk.

Item 100 - Commodities

Rates named herein apply on Freight Of All Kinds, any quantity.

Item 120 - Governing Publications

Mileages

Distances shall be computed from the current official Highway Map issued by the Department of Transportation or other official body of the Commonwealth of Pennsylvania.

Item 130 - Pickup or Delivery

The rates named in this schedule include pickup and delivery service at all points within the limits of the cities, towns, villages, and other points from and to which the rates apply and include, as to any shipment, only one pickup and delivery.

Item 140 - Detention Truckload - Without Power Unit

At the request of the consignee, loaded vehicles will be spotted for unloading. Free time will run 48 hours beginning from 5:00 P.M. the day the trailer is spotted (excluding Saturdays, Sundays, and Holidays). After the expiration of free time, charges will accrue at the rate of \$50.00 per day, or fraction thereof.

Item 150 - Equipment Ordered - Not Used

A charge of \$65.00 per occurrence will be charged to the party requesting equipment and subsequently cancelling the order for that same equipment.

This item applies only if cancellation occurs after driver and equipment have been dispatched.

This item will not apply when, at the request of consignor, driver and equipment are reassigned to another movement from the same origin point.

Section 2 - Specific Commodity Rates

Rates named in this section are specific commodity rates and will not alternate with rates published in any other section.

Rates are expressed in Dollars per load.

Item 1000

From Jersey Shore to:

Wayne	\$400.00
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Item 1010

Between Dale Summit and:

Avis	\$100.00
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Item 1020

Between Dale Summit and:

Williamsport	\$150.00
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Section 3 Distance Commodity Rates

Distance or Mileage Rates shown herein may be used only when no commodity rates have been published to apply from or to the same points in Section 2.

Unless otherwise specifically provided, rates are expressed in Dollars per trailer.

Mileages are to be computed from the point of the location of the Consignor, to the destination of the Consignee; except that for stop-offs or split pickups, mileage will be computed through the route of movement from location of the Consignor to ultimate Consignee via each intermediate stop-off point.

Rates in this section are not applicable to deadhead or positioning miles.

Up to 50 miles	\$150.00
51 to 75 miles	\$175.00
76 to 111 miles	\$200.00
Over 111 miles	\$1.80 per mile

LAW OFFICES
VUONO, LAVELLE & GRAY

ORIGINAL

2310 GRANT BUILDING

PITTSBURGH, PA. 15219

(412) 471-1800

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

November 15, 1989

Re: Al's Leasing, Inc.
Docket No. A-00107560, F.1, Am-B
Our File 3340-2

RECEIVED

NOV 17 1989

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

SECRETARY'S OFFICE
Public Utility Commission

Dear Mr. Rich:

We represent Al's Leasing, Inc., which secured authority from the Commission at Docket No. A-00107560, F.1, Am-B, which authorizes it to provide contract carrier service for "Corning Glass Works, Inc." Subsequent to the time when the application was prepared for filing, the name of the shipper was changed to "Corning Incorporated". We are enclosing a copy of the Certificate of Amendment of The Certificate of Incorporation filed by the shipper effectuate this name change.

We have been advised by the shipper that there has been no change in the ownership or control of the business of the shipper. This change is a name change only and the request in this letter is made pursuant to the Commission's regulations set forth at 52 Pa. Code §3.381(a)(8).

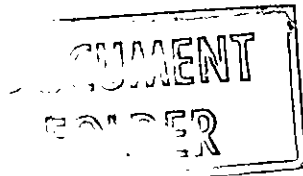
I hereby verify that the facts set forth herein are true and correct to the best of my knowledge, information and belief.

Please issue an Order correcting the name of the shipper on the involved authority so as to read "Corning Incorporated".

Sincerely yours,

VUONO, LAVELLE & GRAY


William A. Gray



cr
Enclosures
cc: Al's Leasing, Inc.

Corning Glass Works

RECEIVED

NOV 17 1989

**SECRETARY'S OFFICE
Public Utility Commission**

CERTIFICATE OF AMENDMENT

OF

THE CERTIFICATE OF INCORPORATION

**DOCUMENT
FOLDER**

Under Section 805 of the Business Corporation Law

DOCKETED

NOV 27 1989

April 27, 1989

**CERTIFICATE OF AMENDMENT OF
THE CERTIFICATE OF INCORPORATION
OF
CORNING GLASS WORKS**

RECEIVED

NOV 17 1989

Under Section 805 of the Business Corporation Law

SECRETARY'S OFFICE
Public Utility Commission

We, JAMES R. HOUGHTON and A. JOHN PECK, JR., being, respectively, the Chairman and the Secretary of Corning Glass Works, a corporation organized under the laws of the State of New York, DO HEREBY CERTIFY as follows:

FIRST: The name of the Corporation is Corning Glass Works.

SECOND: The Certificate of Incorporation of the Corporation (being the Preliminary Certificate of Consolidation Forming the Corporation) was filed in the office of the Secretary of State of the State of New York on December 24, 1936.

THIRD: The said Certificate of Incorporation, as heretofore amended and restated, is hereby amended pursuant to Section 801(b) of the Business Corporation Law to:

(i) change the name of the Corporation from Corning Glass Works to Corning Incorporated; and

(ii) change the number, and par value, of the authorized shares of Common Stock by effecting an increase in such number of shares of Common Stock, which the Corporation shall have authority to issue, from 180,000,000 shares to 300,000,000 shares and simultaneously therewith by effecting a decrease in the par value of shares of the Common Stock of the Corporation from \$5 to \$1 each.

FOURTH: The text of Paragraph 1 of the Certificate of Incorporation of the Corporation, as heretofore amended and restated, which sets forth the name of the Corporation, is hereby amended to read as follows:

1. The name of the Corporation is Corning Incorporated.

FIFTH: The text of the first sentence of Paragraph 4 of the Certificate of Incorporation of the Corporation, as heretofore amended and restated, which sets forth the number of authorized shares, is hereby amended to read as follows:

4. The total number of shares which the Corporation may henceforth have is 310,000,000, of which 10,000,000 shares are to have a par value of \$100 each and 300,000,000 are to have a par value of \$1 each, which shares shall be classified as follows:

10,000,000 shares, of the par value of \$100 each, are to be Series Preferred Stock;
and

10,000,000 shares, of the par value of \$100 each, are to be Series Preferred Stock;
and

300,000,000 shares, of the par value of \$1 each, are to be Common Stock.

This amendment of the Certificate of Incorporation of the Corporation provides for a change of shares as follows:

Issued Shares: The amendment provides for a change at the rate of one for one of 97,909,765 issued shares of the Common Stock of the Corporation of the par value of \$5 per share. Resulting from the change are 97,909,765 issued shares of the Common Stock of the Corporation of the par value of \$1 per share.

Unissued Shares: The amendment provides for a change at the rate of one for one of 82,090,235 unissued shares of the Common Stock of the Corporation of the par value of \$5 per share. Resulting from the change are 202,090,235 unissued shares of the Common Stock of the Corporation of the par value of \$1 per share.

This amendment of the Certificate of Incorporation of the Corporation reduces the Common Stock capital account of the Corporation by reducing the par value of 97,909,765 issued shares of the Common Stock of the Corporation from Five (\$5) Dollars per share to One (\$1) Dollar per share. The capital account is thereby reduced from Four Hundred Eighty-nine Million Five Hundred Forty-eight Thousand Eight Hundred Twenty-five (\$ 489,548,825) Dollars to Ninety-seven Million Nine Hundred Nine Thousand Seven Hundred Sixty-five (\$ 97,909,765) Dollars, a reduction of Three Hundred Ninety-one Million Six Hundred Thirty-nine Thousand Sixty (\$ 391,639,060) Dollars, which amount represents the aggregate reduction in par value of the 97,909,765 issued shares of the Common Stock of the Corporation affected by this amendment, and which amount is transferred from the capital account to the capital paid-in surplus account.

SIXTH: This amendment of the Certificate of Incorporation of the Corporation was authorized by resolutions duly adopted by the Board of Directors of the Corporation at a meeting duly called and held on February 1, 1989, at which a quorum was present and acting throughout, and by resolution duly adopted by the holders of a majority of the outstanding shares of the Corporation's Common Stock at a meeting thereof duly called and held on April 27, 1989, at which a quorum was present and acting throughout.

IN WITNESS WHEREOF, we have signed this Certificate this 27th day of April, 1989.

JAMES R. HOUGHTON
Chairman

A. JOHN PECK, JR.
Secretary

STATE OF NEW YORK }
COUNTY OF STEUBEN } ss.:

JAMES R. HOUGHTON and A. JOHN PECK, JR., being severally duly sworn, say, and each for himself says, that the said James R. Houghton is the Chairman and the said A. John Peck, Jr. is the Secretary of Corning Glass Works, which is a corporation organized under the laws of the State of New York and is the corporation described in the foregoing Certificate; that they have read the said Certificate and know the contents thereof and that the same is true to their own knowledge.

JAMES R. HOUGHTON
Chairman

A. JOHN PECK, JR.
Secretary

Subscribed and sworn to before
me this 27th day of April, 1989.

KATHLEEN M. HAAS
KATHLEEN M. HAAS
Notary Public, State of New York
Qualified in Chemung County No. 4874599
My Commission Expires November 3, 1990

[NOTARIAL SEAL]



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P. O. BOX 3265, HARRISBURG, Pa. 17120

November 17, 1989

IN REPLY PLEASE
REFER TO OUR FILE

William A. Gray
Attorney at Law
2310 Grant Building
Pittsburgh, PA 15219

Re: A-00107560, F.1, Am-B
Application of Al's Leasing, Inc. T-1030*

Dear Mr. Gray:

We have received the bilateral contract submitted in compliance with the Commission's order adopted at the Public Meeting of September 21, 1989. A review of the contract finds that it is in conformance with Commission regulations as set forth in Title 52, Pa. Code §31.45, and is acceptable for filing.

Very truly yours,

Tim Zeigler
Technical Review Section
Bureau of Transportation

cc: E. Ditzler
Tariff Section
Document Folder

DOCUMENT
FOLDER

DOCKETED
APPLICATION DOCKET
NOV 22 1989
ENTRY No. <u>111</u>