

REED SMITH SHAW & McCLAY

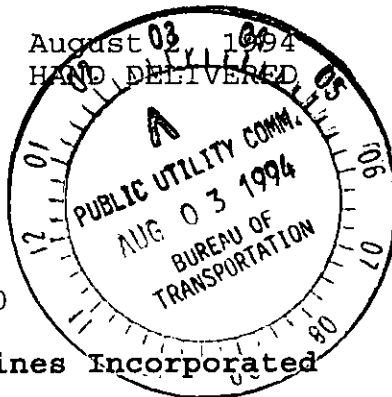
MAILING ADDRESS:
P.O. BOX 11844
HARRISBURG, PA 17108-1844
FAX
717-236-3777

213 MARKET STREET
HARRISBURG, PA 17101-2132
717-234-5988

PITTSBURGH, PA
WASHINGTON, DC
PHILADELPHIA, PA
McLEAN, VA
PRINCETON, NJ

WRITER'S DIRECT DIAL NUMBER

John G. Alford, Secretary
Public Utility Commission
North Office Building
Harrisburg, Pennsylvania 17120



RE: R.A.M. Transit Lines Incorporated

Dear Secretary Alford:

A-111507

Enclosed for filing please find the original and two (2) copies of the Application for Motor Carrier Certificate or Permit above named entity.

Also enclosed is a check in the amount of \$350.00 representing the filing fee.

If you have any questions, please do not hesitate to telephone the undersigned.

Very truly yours,

REED SMITH SHAW & McCLAY

Christopher Zettlemoyer
BY: Christopher Zettlemoyer

CZ:lms

Enclosures

cc: Richard A. Mellon

**DOCUMENT
FOLDER**

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

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of R.A.M. Transit Lines Incorporated
(Applicant/Transferee-Buyer)

for approval of the transfer and to exercise the right

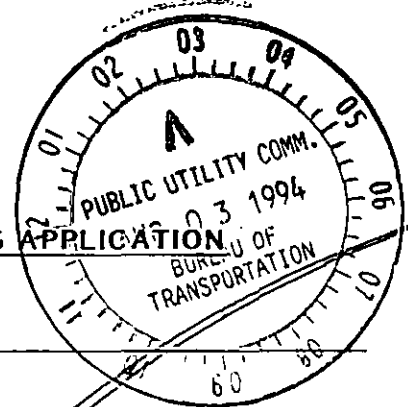
as a common carrier, described at Docket
(common-contract)

No. A-00105824, Folder No. _____, issued to
H. Lewis Pflugh & Sons, Inc.
(Transferor-Seller)

for transportation of property
(persons-property)

PUC USE ONLY
Docket No. <u>A-111507</u>
Folder No. _____

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION



1. R.A.M. Transit Lines Incorporated
(Full and correct name of applicant/transferee)

2. _____
(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. 421 East Mercer Street _____
(Business Street Address) (P.O. Box, if any)

Harrisville Butler PA 16038 (412)-735-4878
(City) (County) (State) (Zip) (Telephone)

DOCUMENT
FOLDER

DOCKETED
APPLICATION DOCKET
AUG 25 1994
ENTRY No. <u>MW</u>

- 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.

R.A.M. TRANSIT LINES INCORPORATED

Transferee sign here:

Richard A. Miller
(each partner must sign)

7/27/94
(Date)

(Corporate Seal)

H. LEWIS PFLUGH & SONS, INC.

Transferor sign here:

Jay W. Pflugh

7-27-94

(Corporate Seal)

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

NONE

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

11. The reason for the transfer is Transferor no longer desires to continue operating as certificated motor carrier.

12a. The following must be attached:

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

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

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

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

COMMONWEALTH OF PENNSYLVANIA :
: SS:
_____ County :

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

Signature of Affiant

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

Signature of Official Administering Oath

AFFIDAVIT OF TRANSFEREE/APPLICANT (Corporation)

COMMONWEALTH OF PENNSYLVANIA :
: SS:
ALLEGHENY County :

RICHARD A. MELLON, being duly sworn (affirmed) according to law, deposes and says that he is PRESIDENT of R.A.M. Transit Lines Incorporated,
(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 R.A.M. Transit Lines Incorporated to be able to prove the same
(Name of Corporation)

the same at the hearing hereof.

Richard A. Mellon
Signature of Affiant

Sworn and subscribed before me this 27th
day of July 19 94
My Commission Expires 3-23-96

Carol A. Soltes
Signature of Official Administering Oath

Notarial Seal
Carol A. Soltes, Notary Public
Pittsburgh, Allegheny County
My Commission Expires March 23, 1996
Member, Pennsylvania Association of Notaries

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

COMMONWEALTH OF PENNSYLVANIA :

: ss:

_____ County :

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

Signature of Affiant

Sworn and subscribed before me this _____

day of _____ 19 _____

My Commission Expires _____

Signature of Official Administering Oath

AFFIDAVIT OF TRANSFEROR/SELLER (Corporation)

COMMONWEALTH OF PENNSYLVANIA :

: ss:

ALLEGHENY County :

JAY W. PFLUGH, being duly sworn (affirmed) according to law,
deposes and says that he is PRESIDENT of H. Lewis Pflugh & Sons, 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 H. Lewis Pflugh & Sons, Inc. to be able to prove the
(Name of Corporation)

same at the hearing hereof.

Jay W. Pflugh
Signature of Affiant

Sworn and subscribed before me this 27th

day of JULY 19 94

My Commission expires 3-23-96

Carol A. Soltes
Signature of Official Administering Oath

Notarial Seal
Carol A. Soltes, Notary Public
Pittsburgh, Allegheny County
My Commission Expires March 23, 1996
Member, Pennsylvania Association of Notaries

**AGREEMENT OF SALE OF
OPERATING AUTHORITY GRANTED
BY THE PENNSYLVANIA PUBLIC UTILITY COMMISSION**

AGREEMENT made this first day of August, 1994, by and between **H. LEWIS PFLUGH & SONS, INC.** of 315 Saxonburg Boulevard, Saxonburg, Pennsylvania (hereinafter referred to as "Seller") and **R.A.M. TRANSIT LINES INCORPORATED** of 421 East Mercer Street, Harrisville, Pennsylvania 16038 (hereinafter referred to as "Buyer").

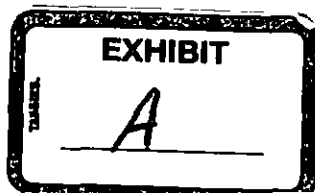
WHEREAS, the Seller is the holder of motor common carrier transportation authority granted by the Pennsylvania Public Utility Commission (hereinafter referred to as "Commission") at Docket No. A-105824 (hereinafter referred to as "operating authority"); and

WHEREAS, the Seller desires to sell the operating authority to Buyer who desires to purchase the same pursuant to the terms and conditions set forth in this Agreement and to render service to the public pursuant to the operating authority.

NOW THEREFORE, intending to be legally bound and in consideration of the mutual covenants herein contained, it is agreed as follows:

1. Sale of Operating Authority. The Seller does hereby agree to sell to the Buyer, who agrees to purchase, the Seller's operating authority free and clear of all liens and encumbrances for the consideration hereinafter provided.

2. Purchase Price. The purchase price for said operating authority shall be \$50,000.00. Buyer shall provide to



Seller, at the signing hereof, a promissory note in the amount of the purchase price payable pursuant to the terms thereof. If the transfer of the operating authority is not approved by the Commission the promissory note shall be cancelled.

3. Application to the Public Utility Commission. Buyer agrees to file promptly and to pursue an application to the Commission to transfer the operating authority which is the subject of this Agreement. Buyer shall prepare, or cause to be prepared, the appropriate application and all related documents and shall bear the expense of the filing fees, costs and preparation of said application. Seller will assist in any reasonable manner with the aforesaid application when called upon to do so by the Buyer.

Buyer's performance pursuant to this Agreement is expressly conditioned upon receipt of the approval of the transfer application by the Commission. In the event said approval is not received by January 1, 1995, Seller or Buyer shall be entitled to rescind and cancel this Agreement upon written notice to the other party. If rescision or cancellation of this Agreement does not take place on or before January 15, 1995, this Agreement shall remain in full force and effect.

4. Continued Operation of Business. It is understood and agreed that Buyer is acquiring the operating authority for the purpose of continuing to operate the same, and Seller agrees to provide for the continued operation and maintenance of its motor carrier business in substantially the same manner as it has been and is now being operated and maintained until the transfer of the

operating authority has been approved by the Commission or this Agreement has been cancelled and rescinded as provided herein. Seller further agrees that for a period of five (5) years following the Commission's approval of the transfer of the operating authority it will not operate (personally or as a principal therein) a business as a common carrier transporting property within Pennsylvania.

5. Unpaid Expenses, Debts, Liabilities and Obligations.

Except as may be otherwise agree to by the parties in writing, Seller shall be liable for all of the expenses relating to its business up to and including the date of the Commission's approval of the transfer of the operating authority and Buyer will not assume any debts, liabilities or obligations of Seller including inter alia liabilities arising under CERCLA and other environmental laws except the obligation to provide service and any obligations specifically agreed to in writing.

6. Representations and Warranties of Seller. Seller represents and warrants as follows:

(a) Seller will convey to Buyer, good and marketable title to the operating authority which shall not be subject to (i) any other contract of sale or (ii) encumbrances, liens or security interests. Seller has full power to convey the operating authority and will transfer valid title thereto, free and clear of any and all encumbrances, liens, security interests, charges or defects Seller's liability for breach of this warranty shall be limited to reimbursement for any sums expended by Buyer to remove

liens or encumbrances from the operating authority including reasonable attorneys fees.

(b) Seller will use its best efforts to remove in reasonably timely fashion any lien or encumbrances filed against the operating authority after the execution of this Agreement and the date the Commission's approval of the transfer of the operating authority becomes final.

(c) Seller has taken the requisite legal action for authorization to enter into and carry out this Agreement.

(d) To the knowledge of Seller it is not in violation of any rule or regulation of any regulatory agency of any government in its operation of the operating authority.

7. Representations and Warranties of Buyer. Buyer represents and warrants as follows:

(a) Buyer is duly incorporated in good standing as a Pennsylvania Business Corporation and has power and authority to do business in Pennsylvania.

(b) Buyer has all authority and authorization to acquire and operate the operating authority including appropriate corporate action authorizing the corporation to enter into and carry out this Agreement.

8. Conditions of the Parties' Obligations. The obligation of Seller hereunder to transfer the operating authority to Buyer and of Buyer to accept the operating authority and to begin rendering service is subject to the satisfaction on or prior

to approval by the Commission of the transfer of the operating authority the following conditions, any of which may be waived by the other party:

(a) Buyer and Seller shall have performed each of their obligations to be performed pursuant to the terms hereof.

(b) No action or proceeding shall have been instituted, or, to the knowledge of Buyer or Seller, shall have been threatened before any court, governmental body, administrative agency or public authority to restrain or prohibit the acquisition by Buyer and the transfer by Seller of the operating authority in accordance with the terms of this Agreement.

(c) An order shall have been entered by the Pennsylvania Public Utility Commission authorizing the acquisition of the operating authority as provided in this Agreement, and authorizing Buyer to render service in the area now served by Seller all under terms and conditions satisfactory to Buyer.

(d) Seller shall have obtained all consents, approvals and authorizations, which in the opinion of counsel for Buyer must be obtained, for the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(f) Buyer shall have furnished to Seller a certificate of good standing under the laws of the Commonwealth of Pennsylvania.

9. Transfer Taxes. Seller shall be responsible for any and all taxes, if any, relating to the transfer of the operating authority as contemplated by this Agreement.

10. Modification and Termination. This Agreement may not be modified or terminated orally and no modification or termination shall be valid or enforceable unless in writing.

11. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the respective parties hereto, their successors and assigns.

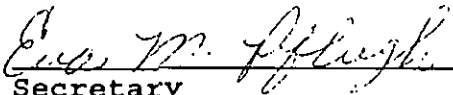
12. Captions. The captions of these paragraphs are for convenience only and shall not control or affect the meaning of any of the provisions of this Agreement.

13. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument.

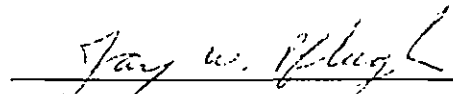
WITNESS the due execution hereof as of the day and year first above written.

ATTEST:

H. LEWIS PFLUGH & SONS, INC.

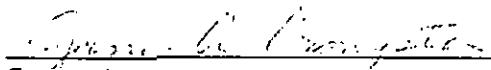


Secretary

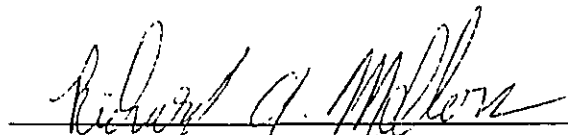


ATTEST:

**R.A.M. TRANSIT LINES
INCORPORATED**



Secretary



PROMISSORY NOTE

\$50,000

Pittsburgh, Pennsylvania
August 1, 1994

FOR VALUE RECEIVED, the undersigned, R.A.M. TRANSIT LINES INCORPORATED, a Pennsylvania corporation ("Maker"), promises to pay to the order of H. LEWIS PFLUGH & SONS, INC., a Pennsylvania corporation ("Payee"), at 315 Saxonburg Boulevard, Saxonburg, Pennsylvania 16056, or at such other place as Payee may designate by an instrument in writing to Payee, in installments as hereinafter provided, the principal sum of FIFTY THOUSAND DOLLARS (\$50,000) lawful money of the United States.

The unpaid principal amount hereof from time to time outstanding shall bear interest at a rate equal to seven percent (7%) per annum for each day from and after the date hereof through and including September 30, 1996. On October 1, 1996, and on October 1 of each second year thereafter, such rate shall be adjusted to such rate as shall be equal to one-half percent (1/2%) below the "Prime Rate" of Mellon Bank, N.A. as then in effect. Notwithstanding the foregoing, however, in no event shall the interest rate hereon as adjusted in accordance with the foregoing be less than five percent (5%) per annum or greater than nine percent (9%) per annum. All interest calculations shall be done on the basis of a year of 360 days and actual days elapsed.

Maker shall pay the principal amount hereof, together with accrued and unpaid interest, in forty (40) consecutive quarterly installments, commencing September 30, 1994 and ending June 30, 2004, with the amount of each such installment being as nearly equal as practicable (subject to adjustment in the event of any change in the interest rate hereon as contemplated by the preceding paragraph).

Maker shall have the right, at its option, to prepay this Note, in whole or in part, at any time or from time to time, without premium or penalty. Any and all prepayments shall be applied first to accrued and unpaid interest (if any) then due hereon and second to unpaid principal in direct order of maturity.

THIS NOTE IS SUBJECT TO CANCELLATION IN FULL UNDER CERTAIN CIRCUMSTANCES AS SET FORTH IN SECTION 2 OF A CERTAIN AGREEMENT OF SALE OF OPERATING AUTHORITY GRANTED BY THE PENNSYLVANIA PUBLIC UTILITY COMMISSION, DATED AS OF EVEN DATE HERewith, BY AND BETWEEN PAYEE AND MAKER.

If (i) Maker shall default in the payment of any installment of principal of or interest on this Note for any period in excess of ten (10) business days following the due date thereof; or (ii) Maker shall make an assignment for the benefit of

creditors or (iii) Maker shall file any proceeding in bankruptcy, receivership, reorganization or insolvency (or similar proceeding) with respect to it, or any such proceeding shall be filed against it and shall remain undismissed for a period of sixty (60) days thereafter; then, and in any such event, Payee may, by notice to Maker, declare the entire unpaid principal amount hereof, plus accrued and unpaid interest, if any, hereon immediately due and payable; provided, however, that, upon the occurrence of any event referred to in clause (iii) of this sentence, such unpaid principal amount, plus accrued and unpaid interest, shall become and be immediately due and payable without notice or demand, which are expressly waived. Upon the occurrence of any event as aforesaid, Payee may proceed to exercise any and all rights and remedies accorded Payee by law.

No delay or failure on the part of Payee in exercising any right, power or privilege hereunder or with respect hereto shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

This Note has been delivered by Maker in Pittsburgh, Pennsylvania, and shall be governed in all respects by the laws of the Commonwealth of Pennsylvania.

If any provision of this Note shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this Note shall be construed as if such invalid or unenforceable provision had never been contained herein.

The rights and privileges of Payee hereunder shall inure to the benefit of its successors and assigns and the duties and obligations of Maker hereunder shall bind its successors and assigns.

WITNESS the due execution hereof by Maker the day and year first above written.

R.A.M. TRANSIT LINES INCORPORATED

By: *Robert J. Miller*

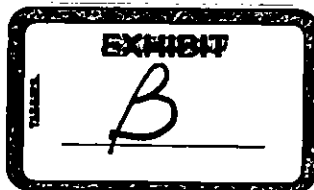
Title: *President*

R.A.M. TRANSIT LINES INCORPORATED

APPLICATION FOR APPROVAL OF TRANSFER - QUESTION 12a

List of equipment to be used to render service:

1993	Peterbuilt Truck/Tractor SERIAL # 1XPFD9X3PN336708	
1993	Peterbuilt Truck/Tractor SERIAL # 1XPFD9X3PN336709	
1993	Peterbuilt Truck/Tractor SERIAL # 1XPFD9X3PN336711	
1993	Peterbuilt Truck/Tractor SERIAL # 1XPFD9X3PN336712	
1993	Peterbuilt Truck/Tractor SERIAL # 1XPFD9X3PN336713	
1993	Peterbuilt Truck/Tractor SERIAL # 1XP5229X1PD327868	
1993	Mack Truck/Tractor	
1994	East Dump/Trailer SERIAL # 1E1D2T288RRK15640	✓
1994	East Dump/Trailer SERIAL # 1E1D2T28XRRK15641	✓
1994	East Dump/Trailer SERIAL # 1E1D2T28XRRK15642	✓
1994	East Dump/Trailer SERIAL # 1E1D2T28XRRK15643	✓
1994	East Dump/Trailer SERIAL # 1E1D2T28XRRK15644	✓
1994	TiBrook Dump/Trailer SERIAL # 1T9BAASORB021273	✓
1994	TriBrook Dump/Trailer SERIAL # 1T9BAASORB021274	✓
1987	International 9370 SERIAL # 2HSFBX6R2HC087172	Nonsleeper



1991	International 9370 SERIAL # 2HSFEX6R2MCO44355	42" sleeper
1992	International 9370 SERIAL # 2HSFBMZR4NCO61372	42" sleeper
1993	International 9370 SERIAL # 2HSFHMZR5PC065545	Nonsleeper
1992	COBRA DUMP TRAILER SERIAL #109DS27B3N1133376	/
1989	FRUEHAUF TANK TRAILER SERIAL #1H4B04121KL009001	\
1984	CITY DUMP TRAILER SERIAL #11NC135B8F2520651	/
1981	CITY FLAT TRAILER SERIAL #AF2118006	
1980	EAST DUMP TRAILER SERIAL #DS1283557	/
1978	FRUEHAUF TANK TRAILER SERIAL #UNZ605601	\
1972	FRUEHAUF TANK TRAILER SERIAL #UNP430806	\
1976	FIAT/ALLIS Front End Loader SERIAL # 18Y-06028	

MOTOROLA Two-Way Radio System

Tire Inventory

Miscellaneous Parts and
Accessories (Wheels)

Operating authority to be transferred:

1. To transport, as a Class D carrier, sand, gravel, coal, red dog, limestone, concrete blocks, asphalt and slag, in dump vehicles, between points in the County of Butler and from points in said county to points in the Counties of Armstrong, Westmoreland and Allegheny, and vice versa; provided no haul

shall exceed a distance of thirty-five (35) miles from point of origin to points of destination;

with right number 1 above, subject to the following condition:

That no right, power or privilege is granted to render any service to or from the plants of Freeport Brick Company in the Township of South Buffalo, Armstrong County; Kittanning Brick Company in the Village of Reesdale, Armstrong County; Haws Refractories Company in the Village of Bridgeburg, Armstrong County; Howe Sound Company in the Township of Rayburn Armstrong County; and Allegheny Brick Company in the Township of East Deer, Allegheny County.

2. To transport, as a Class D carrier, rock dust (except in bulk, in dump vehicles) from the facilities of Allegheny Mineral Corporation, Mercer Township, Butler county, to points in the Counties of: Erie, Crawford, Mercer, Lawrence, Beaver, Washington, Greene, Fayette, Butler, allegheny, Armstrong, Westmoreland, Indiana, Cambria, and Somerset, with the right to return empty pallets or refused, rejected, or returned shipments of rock dust.
3. To transport, as a Class D carrier, coal from mines in the Counties of Lawrence and Butler to points in the village of Princeton, Lawrence county, and within twenty (20) miles by the usually traveled highways of the limits of said village.
4. To transport, as a Class D carrier, farm products, farm machinery and supplies, between points in the village of Princeton, Lawrence County, and within twenty-five (25) miles by the usually traveled highways of the limits of said village.
5. To transport, as a Class D carrier, livestock from points within five (5) miles by the usually traveled highways of the limits of the village of Princeton, Lawrence County, to points within fifty (50) miles by the usually traveled highways of the limits of said village, and vice versa.
6. To transport, as a Class D carrier, excavated materials and road and building construction materials such as are usually transported in dump trucks, between points not to exceed a distance of twenty-five (25) miles, except for the transportation of amesite or similar coal tar

surfacing materials, which transportation shall not exceed a distance of fifty (50) miles from point of origin to point of construction or disposal in the counties of Butler, Lawrence, Beaver and Mercer.

Statement of unpaid business debts of transferor and how they will be satisfied:

All debts of transferor are those which have been incurred in the normal course of business of the transferor and are not related to rights which are the subject of this application. Those debts will be satisfied by the transferor.

Statement of safety program:

Applicant has insurance policies covering liability and property damage. A copy of the certificate of insurance is attached.

All of Applicant's equipment is subject to daily checks for the usual operating items such as lights, brakes, tires, windshields and the like, and has all the required periodic maintenance checks. In addition, Applicant's equipment is inspected according to Pennsylvania State Law.

Applicant is familiar with and keeps travel logs and complies with Department of Transportation safety regulations.

Statement of transferee's experience:

Applicant has been engaged in the interstate transportation of commodities since 1993. Applicant's vice president, Richard Compton, has been in the transportation business for approximately 25 years. Applicant's billing/bookkeeper has approximately 20 years in the trucking industry. Applicant's drivers have many years service in trucking. Applicant believes it has the necessary experience among its personnel to operate a successful and responsible motor carrier business which will serve its shippers in a timely and efficient manner.

RECORD CERTIFICATE OF INSURANCE

CSR CR : ISSUE DATE (MM/DD/YY)
06/30/94

PRODUCER

Love Insurance Agency, Inc.
27900 Euclid Avenue
Euclid, OH
44132
Robert Love
216-289-8730

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

- COMPANY LETTER **A** NORTHBROOK F&C INS. CO.
- COMPANY LETTER **B**
- COMPANY LETTER **C**
- COMPANY LETTER **D**
- COMPANY LETTER **E**

INSURED

R.A.H. TRANSIT LINES, INC.
RICK CROMPTON
421 MERCER STREET
HARRISVILLE, PA
16038

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR. OWNER'S & CONTRACTOR'S FOOT.				GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG. \$ PERSONAL & ADV. INJURY \$ EACH OCCURRENCE \$ FILE DAMAGE (Any one file) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY	CA 0035786	06/01/94	06/01/95	COMPRESSOR ANGLE LIMIT \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ EACH OCCURRENCE \$ AGGREGATE \$
	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				STATUTORY LIMITS \$ EACH ACCIDENT \$ DISEASE—POLICY LIMIT \$ DISEASE—EACH EMPLOYEE \$
	WORKER'S COMPENSATION AND EMPLOYERS LIABILITY				
A	OWNED MOTOR TRUCK CARGO	84 034399	03/28/94	03/28/95	\$10,000 \$1,000 DED.

Ohio Insurance Fraud Warning
Any person who, with intent to defraud or knowing that he is committing a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

DESCRIPTION OF OPERATIONS/LOCATION/VEHICLE/SPECIAL ITEMS

FAX: 716-278-8911

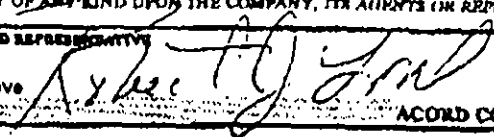
CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE

Robert Love



RECORD CORPORATION INC

R.A.M. TRANSIT LINES, INC.
 STATEMENT OF ASSETS, LIABILITIES, AND CAPITAL - INCOME TAX BASIS
 DECEMBER 31, 1993

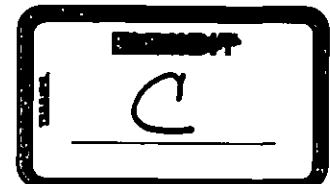
ASSETS

CURRENT ASSETS	
Cash	\$ 32,240
Certificates of Deposit	20,000
Other Current Assets	<u>575</u>
TOTAL CURRENT ASSETS	\$ 52,815
PROPERTY, PLANT, AND EQUIPMENT	
Land	4,500
Structures	133,515
Revenue Equipment	643,396
Leased Revenue Equipment	239,485
Other Operating Equipment	<u>51,046</u>
	1,071,942
Less Accumulated Depreciation	<u>130,239</u>
	<u>941,703</u>
TOTAL ASSETS	\$ 994,518 =====

LIABILITIES AND SHAREHOLDER'S EQUITY

CURRENT LIABILITIES	
Employee Tax Withholdings	\$ 598
Accrued Taxes Payable	1,909
Long-Term Debt Due Within One Year	<u>41,093</u>
TOTAL CURRENT LIABILITIES	43,600
LONG-TERM DEBT, LESS CURRENT PORTION	
Capital Lease Obligation	188,071
	<u>231,671</u>
SHAREHOLDER'S EQUITY	
Common Stock, \$1 par value; Authorized Shares - 1,000	
Issued and Outstanding Shares - 1,000	1,000
Additional Paid in Capital	944,000
Retained Earnings	<u>(182,153)</u>
TOTAL SHAREHOLDER'S EQUITY	<u>762,847</u>
TOTAL LIABILITIES AND SHAREHOLDER'S EQUITY	\$ 994,518 =====

See Accountants' Compilation Report.



R.A.M. TRANSIT LINES, INC.
 STATEMENT OF REVENUES, EXPENSES, AND RETAINED EARNINGS - INCOME TAX BASIS
 FOR THE PERIOD ENDED DECEMBER 31, 1993

REVENUES	\$ 283,356
EXPENSES	
Salaries and Wages	94,865
Payroll Taxes	10,127
Fuel, Oil, and Diesel Fuel	86,747
Repairs and Maintenance	16,620
Tire Expense	11,411
Insurance	39,067
Depreciation	130,239
Tolls	14,359
Garage Supplies and Expense	5,313
Trucking Supplies and Expense	2,325
License, Fees, and Expense	13,376
Employee Benefits	2,863
Accident Expense	2,586
Utilities	1,987
Office Supplies	11,120
Legal & Accounting	200
Business Expense	14,032
Travel	2,595
Real Estate Taxes	2,303
Miscellaneous	<u>1,430</u>
	<u>463,565</u>
INCOME (LOSS) FROM OPERATIONS	(180,209)
OTHER INCOME AND EXPENSES	
Rental Income	750
Interest Expense	<u>(2,694)</u>
NET INCOME (LOSS)	<u>(182,153)</u>
RETAINED EARNINGS AT BEGINNING OF YEAR	-0-
RETAINED EARNINGS AT END OF YEAR	\$ (182,153) =====

See Accountants' Compilation Report.

(b) Nature and Extent of Rights. The provisions of this Article shall be deemed to be a contract with each director of the Corporation who serves as such at any time while this Article is in effect and each such director shall be deemed to be so serving in reliance on the provisions of this Article. Any amendment or repeal of this Article or adoption of any By-Law or provision of the Articles of the Corporation which has the effect of increasing director liability shall operate prospectively only and shall not have any effect with respect to any action taken, or any failure to act, by a director prior thereto.

7. Indemnification of, and Advancement of Expenses to, Directors, Officers and Others.

(a) Right to Indemnification. Except as prohibited by law, every director and officer of the Corporation shall be entitled as of right to be indemnified by the Corporation against expenses and any liabilities paid or incurred by such person in connection with any actual or threatened claim, action, suit or proceeding, civil, criminal, administrative, investigative or other, whether brought by or in the right of the Corporation or otherwise, in which he or she may be involved in any manner, as a party, witness or otherwise, or is threatened to be made so involved, by reason of such person being or having been a director or officer of the Corporation or of a subsidiary of the Corporation or by reason of the fact that such person is or was serving at the request of the Corporation as a director, officer, employee, fiduciary or other representative of another company, partnership, joint venture, trust, employee benefit plan or other entity (such claim, action, suit or proceeding hereinafter being referred to as an "Action"); provided, that no such right of indemnification shall exist with respect to an Action initiated by an indemnitee (as hereinafter defined) against the Corporation (an "Indemnitee Action") except as provided in the last sentence of this Section (a). Persons who are not directors or officers of the Corporation may be similarly indemnified in respect of service to the Corporation or to another such entity at the request of the Corporation to the extent the Board of Directors at any time denominates any of such persons as entitled to the benefits of this Article. As used in this Article, "indemnitee" shall include each director and officer of the Corporation and each other person denominated by the Board of Directors as entitled to the benefits of this Article, "expenses" shall mean all expenses actually and reasonably incurred, including fees and expenses of counsel selected by an indemnitee, and "liabilities" shall mean amounts of judgments, excise taxes, fines, penalties and amounts paid in settlement. An indemnitee shall be entitled to be indemnified pursuant to this Section (a) for expenses incurred in connection with any Indemnitee Action only (i) if the Indemnitee Action is instituted under Section (c) of this Article and the indemnitee is successful in whole or in part in such Action, (ii) if the

indemnitee is successful in whole or in part in another Indemnitee Action for which expenses are claimed or (iii) if the indemnification for expenses is included in a settlement of, or is awarded by a court in, such other Indemnitee Action.

(b) Right to Advancement of Expenses. Every indemnitee shall be entitled as of right to have his or her expenses in defending any Action, or in initiating and pursuing any Indemnitee Action for indemnity or advancement of expenses under Section (c) of this Article, paid in advance by the Corporation prior to final disposition of such Action or Indemnitee Action, provided that the Corporation receives a written undertaking by or on behalf of the indemnitee to repay the amount advanced if it should ultimately be determined that the indemnitee is not entitled to be indemnified for such expenses.

(c) Right of Indemnitee to Initiate Action. If a written claim under Section (a) or Section (b) of this Article is not paid in full by the Corporation within thirty days after such claim has been received by the Corporation, the indemnitee may at any time thereafter initiate an Indemnitee Action to recover the unpaid amount of the claim and, if successful in whole or in part, the indemnitee shall also be entitled to be paid the expense of prosecuting such Indemnitee Action. The only defense to an Indemnitee Action to recover on a claim for indemnification under Section (a) of this Article shall be that the indemnitee's conduct was such that under Pennsylvania law the Corporation is prohibited from indemnifying the indemnitee for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its board of directors, independent legal counsel and its shareholders) to have made a determination prior to the commencement of such Indemnitee Action that indemnification of the indemnitee is proper in the circumstances, nor an actual determination by the Corporation (including its board of directors, independent legal counsel or its shareholders) that the indemnitee's conduct was such that indemnification is prohibited by Pennsylvania law, shall be a defense to such Indemnitee Action or create a presumption that the indemnitee's conduct was such that indemnification is prohibited by Pennsylvania law. The only defense to an Indemnitee Action to recover on a claim for advancement of expenses under Section (b) of this Article shall be the indemnitee's failure to provide the undertaking required by Section (b) of this Article.

(d) Insurance and Funding. The Corporation may purchase and maintain insurance to protect itself and any person eligible to be indemnified hereunder against any liability or expense asserted or incurred by such person in connection with any Action, whether or not the Corporation would have the power to indemnify such person against such liability or expense by law or under the provisions of this Article. The Corporation may create a trust fund, grant a security interest, cause a letter of credit to be issued or use other means (whether or not similar to the

foregoing) to ensure the payment of such sums as may become necessary to effect indemnification as provided herein.

(e) Non-Exclusivity; Nature and Extent of Rights. The rights to indemnification and advancement of expenses provided for in this Article shall (i) not be deemed exclusive of any other rights, whether now existing or hereafter created, to which any indemnitee may be entitled under any agreement or by-law, charter provision, vote of shareholders or directors or otherwise, (ii) be deemed to create contractual rights in favor of each indemnitee who serves the Corporation at any time while this Article is in effect (and each such indemnitee shall be deemed to be so serving in reliance on the provisions of this Article), and (iii) continue as to each indemnitee who has ceased to have the status pursuant to which he or she was entitled or was denominated as entitled to indemnification under this Article and shall inure to the benefit of the heirs and legal representatives of each indemnitee. Any amendment or repeal of this Article or adoption of any By-Law or provision of the Articles of the Corporation which has the effect of limiting in any way the rights to indemnification or advancement of expenses provided for in this Article shall operate prospectively only and shall not affect any action taken, or failure to act, by an indemnitee prior to the adoption of such amendment, repeal, By-Law or other provision.

(f) Partial Indemnity. If an indemnitee is entitled under any provision of this Article to indemnification by the Corporation for some or a portion of the expenses or liabilities paid or incurred by the indemnitee in the preparation, investigation, defense, appeal or settlement of any Action or Indemnity Action but not, however, for the total amount thereof, the Corporation shall indemnify the indemnitee for the portion of such expenses or liabilities to which the indemnitee is entitled.

IN TESTIMONY WHEREOF, the incorporator has signed these Articles of Incorporation this 11th day of June, 1993.

Charles L. Davis
Sole Incorporator

COMMONWEALTH OF PENNSYLVANIA



Department of State

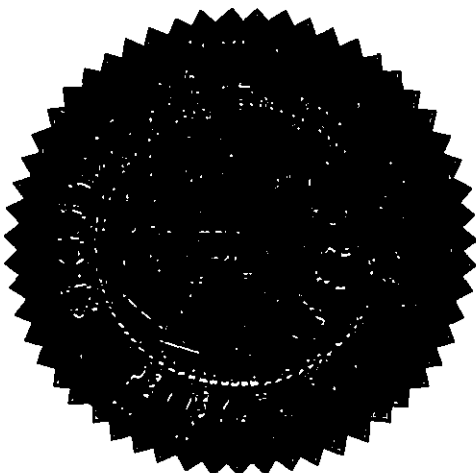
07/27/1994

TO ALL WHOM THESE PRESENTS SHALL COME. GREETING:

R.A.M. TRANSIT LINES INCORPORATED

I, Robert N. Grant, Secretary of the Commonwealth of the Commonwealth of Pennsylvania do hereby certify that the foregoing and annexed is a true and correct photocopy of Articles of Incorporation

which appear of record in this department.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written.


Secretary of the Commonwealth

R.A.M. TRANSIT LINES INCORPORATED
APPLICATION FOR APPROVAL OF TRANSFER
OFFICERS AND STOCKHOLDERS

OFFICERS:

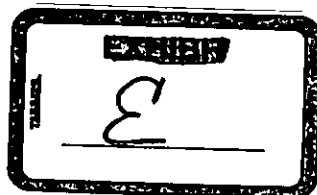
Richard A. Mellon - President

Richard H. Compton - Vice President

Jane A. Compton - Secretary/Treasurer

STOCKHOLDER:

Richard A. Mellon - sole shareholder



September 9, 1994

Christopher Zettlemyer
Attorney at Law
P. O. Box 11844
Harrisburg, PA 17101-2132

In Re: A-00111507 - R.A.M. Transit Lines Incorporated

Dear Sir:

Acknowledgement is made of an application filed by you on behalf of R.A.M. Transit Lines Incorporated

The application has been captioned as attached and will be submitted for review, provided no protests are filed on or before October 3, 1994.

This application is accepted with the understanding that the transferor will continue to render the service 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 September 10, 1994.

**DOCUMENT
FOLDER**

DE:rp

cc: Applicant
421 East Mercer Street
Harrisville, PA 16038

DOCKETED APPLICATION DOCKET SEP 8 1994 ENTRY No. <u>mw</u>
--

Very truly yours,

David Ehrhart
Supervisor - Application Section
Bureau of Transportation

A-00111507 R.A.M. TRANSIT LINES INCORPORATED (421 East Mercer Street, Harrisville, Butler County, PA 16038), a corporation of the Commonwealth of Pennsylvania, as a Class D carrier, (1) sand, gravel, coal, red dog, limestone, concrete blocks, asphalt and slag, in dump vehicles, between points in the County of Butler and from points in said county to points in the counties of Armstrong, Westmoreland and Allegheny, and vice versa; provided no haul shall exceed a distance of thirty-five (35) miles from point of origin to point of destination; with right number 1 subject to the condition: That no right, power or privilege is granted to render any service to or from the plants of Freeport Brick Company in the Township of South Buffalo, Armstrong County; Kittanning Brick Company in the village of Reesedale, Armstrong County; Haws Refractories Company in the Village of Bridgeburg, Armstrong County; Howe Sound Company in the Township of Rayburn, Armstrong County; and Allegheny Brick Company in the Township of East Deer, Allegheny County; (2) rock dust (except in bulk, in dump vehicles) from the facilities of Allegheny Mineral Corporation, Mercer Township, Butler County, to points in the counties of Erie, Crawford, Mercer, Lawrence, Beaver, Washington, Greene, Fayette, Butler, Allegheny, Armstrong, Westmoreland, Indiana, Cambria, and Somerset, with the right to return empty pallets or refused, rejected, or returned shipments of rock dust; (3) coal from mines in the counties of Lawrence and Butler to points in the village of Princeton, Lawrence County, and within twenty (20) miles by the usually traveled highways of the limits of said village; (4) farm products, farm machinery and supplies, between points in the village of Princeton, Lawrence County, and within twenty-five (25) miles by the usually traveled highways of the limits of said village; (5) livestock from points within five (5) miles by the usually traveled highways of the limits of the village of Princeton, Lawrence County, to points within fifty (50) miles by the usually traveled highways of the limits of said village, and vice versa; and (6) excavated materials and road and building construction materials such as are usually transported in dump trucks, between points not to exceed a distance of twenty-five (25) miles, except for the transportation of amesite or similar coal tar surfacing materials, which transportation shall not exceed a distance of fifty (50) miles from point of origin to point of construction or disposal in the counties of Butler, Lawrence, Beaver and Mercer; which is to be a transfer of the rights authorized under the certificate issued at A-00105824 to H. Lewis Pflugh & Sons, Inc., a corporation of the Commonwealth of Pennsylvania, subject to the same limitations and conditions. ATTORNEY: Christopher Zettlemoyer, P.O.Box 11844, Harrisburg, PA 17101-2132.

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

Published in Pennsylvania Bulletin

SEP 10 1994

BUREAU OF TRANSPORTATION
COMMON CARRIER
AUGUST, 1994

A-00111507

Application of R.A.M. Transit Lines Incorporated, a corporation of the Commonwealth of Pennsylvania, for the right to begin to transport, as a common carrier, by motor vehicle, as a Class D carrier, (1) sand, gravel, coal, red dog, limestone, concrete blocks, asphalt and slag, in dump vehicles, between points in the County of Butler and from points in said county to points in the counties of Armstrong, Westmoreland and Allegheny, and vice versa; provided no haul shall exceed a distance of thirty-five (35) miles from point of origin to point of destination; with right number 1 subject to the condition: That no right, power or privilege is granted to render any service to or from the plants of Freeport Brick Company in the Township of South Buffalo, Armstrong County; Kittanning Brick Company in the village of Reesedale, Armstrong County; Haws Refractories Company in the Village of Bridgeburg, Armstrong County; Howe Sound Company in the Township of Rayburn, Armstrong County; and Allegheny Brick Company in the Township of East Deer, Allegheny County; (2) rock dust (except in bulk, in dump vehicles) from the facilities of Allegheny Mineral Corporation, Mercer Township, Butler County, to points in the counties of Erie, Crawford, Mercer, Lawrence, Beaver, Washington, Greene, Fayette, Butler, Allegheny, Armstrong, Westmoreland, Indiana, Cambria, and Somerset, with the right to return empty pallets or refused, rejected, or returned shipments of rock dust; (3) coal from mines in the counties of Lawrence and Butler to points in the village of Princeton, Lawrence County, and within twenty (20) miles by the usually traveled highways of the limits of said village; (4) farm products, farm machinery and supplies, between points in the village of Princeton, Lawrence County, and within twenty-five (25) miles by the usually traveled highways of the limits of said village; (5) livestock from points within five (5) miles by the usually traveled highways of the limits of the village of Princeton, Lawrence County, to points within fifty (50) miles by the usually traveled highways of the limits of said village, and vice versa; and (6) excavated materials and road and building construction materials such as are usually transported in dump trucks, between points not to exceed a distance of twenty-five (25)

NH

DOCUMENT
FOLDER

DOCKETED
APPLICATION DOCKET
SEP 8 1994
ENTRY No. <u>mw</u>

OCT - 3 1994

Protests due

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

Published in Pennsylvania Bulletin _____

- 2 -

miles, except for the transportation of amesite or similar coal tar surfacing materials, which transportation shall not exceed a distance of fifty (50) miles from point of origin to point of construction or disposal in the counties of Butler, Lawrence, Beaver and Mercer; which is to be a transfer of the rights authorized under the certificate issued at A-00105824 to H. Lewis Pflugh & Sons, Inc., a corporation of the Commonwealth of Pennsylvania, subject to the same limitations and conditions.

MW:rn
8/29/94

Application Received: 8-3-94
Application Docketed: 8-25-94

Protests due _____