

PILLAR AND MULROY, P.C.

ATTORNEYS-AT-LAW
SUITE 700

312 BOULEVARD OF THE ALLIES
PITTSBURGH, PA 15222-1916

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PA PUC
BUREAU OF
TRANSPORTATION

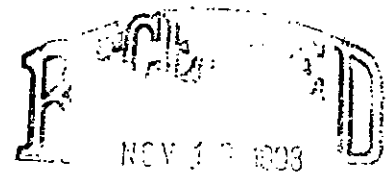
ANTHONY A. SEETHALER, JR.
MARIA M. VERARDI

JOHN A. PILLAR
THOMAS M. MULROY
LYNN E. MACBETH

November 16, 1993

Re: General Commodities Warehouse & Distributing
Company, L.P.--Purchase--GTS Trucking, Inc. and
General Commodities Warehouse & Distributing
Company, Inc. (Petition to Convert Permit to Certificate)
File No. 252-22

Hon. John G. Alford, Secretary
Pennsylvania Public Utility Commission
P. O. Box 3265
Harrisburg, PA 17105-3265



Dear Mr. Alford:

SECRETARY'S OFFICE
Public Utility Commission

We enclose herewith for filing the following applications and related petition:

1. the application of General Commodities Warehouse & Distributing Company, L.P. to acquire the operating rights of General Commodities Warehouse & Distributing Company, Inc., together with the filing fee of \$350.00;

2. an application by General Commodities Warehouse & Distributing Company, L.P. to acquire a portion of the operating rights of GTS Trucking, Inc., together with the filing fee of \$350.00;

3. a petition by General Commodities Warehouse & Distributing Company, L.P. and by GTS Trucking, Inc., to convert the contract carrier permit of GTS Trucking, Inc. to a certificate of public convenience so that the transferee, General Commodities Warehouse & Distributing Company, L.P., which will become a common carrier by virtue of its acquisition of the operating rights of General Commodities Warehouse & Distributing Company, Inc., will not be in violation of 66 Pa. C.S.A. §2504.

There is attached to the applications referred to in 1 and 2 above, the agreement of sale between the parties, and other related exhibits.

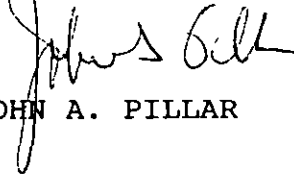
DOCUMENT
FOLDER

Hon. John G. Alford
Page Two
November 16, 1993

There is attached to the petition to convert referred to above, the affidavits of consent to the petition by the shippers to be served by the transferee in connection with the authority to be acquired from GTS Trucking, Inc.

Please acknowledge receipt of the enclosures on the duplicate of this letter of transmittal and return it in the stamped, self-addressed envelope provided. If you require any further information, please advise the undersigned.

Very truly yours,



JOHN A. PILLAR

SW
Enclosures
cc: Herbert S. Shear
Andrew T. Roth

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

PA PUC
PUBLIC UTILITY COMMISSION

SECRETARY'S OFFICE
Public Utility Commission

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of GENERAL COMMODITIES WAREHOUSE & DISTRIBUTING COMPANY, L.P.
(Applicant/Transferee-Buyer)

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

No. A-00101312, Folder No. all, issued to

GENERAL COMMODITIES WAREHOUSE & DISTRIBUTING
(Transferor-Seller) COMPANY, INC.

for transportation of property
(persons-property)

PUC USE ONLY	
Docket No.	<u>A-111142</u>
Folder No.	<u>F-2</u>

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

1. GENERAL COMMODITIES WAREHOUSE & DISTRIBUTING COMPANY, L.P.
(Full and correct name of applicant/transferee)

2. N/A
(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. 499 Nixon Road _____
(Business Street Address) (P.O. Box, if any)

Cheswick Allegheny PA 15024 (412) 274-8000
(City) (County) (State) (Zip) (Telephone)

DOCUMENT DOCKETED
FOLDER APPLICATION DC
DEC 03 1993
ENTRY No. [Signature]

4. Applicant's attorney (for this application) is: JOHN A. PILLAR, ESQ.,
Pillar and Mulroy, P.C., Suite 700, 312 Boulevard of the
Allies, Pittsburgh, PA 15222 (412) 471-3300
(Name) (Address) (Telephone)

5. Any documents should be mailed to:
Transferee: Herbert S. Shear, General Commodities Warehouse &
Distributing Company, L.P., 760 Commonwealth Drive,
Warrendale, PA 15086
(Name) (Address)
Transferor: Andrew T. Roth, GTS Trucking, Inc., 499 Nixon Road,
Cheswick, PA 15024
(Name) (Address)

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

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

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

at Docket No. _____.

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). COPY OF PARTNERSHIP AGREEMENT ATTACHED

Shear Investment, Inc., 760 Commonwealth Drive, Warrendale, PA 15
(Name) (Address)

Herbert S. Shear, 760 Commonwealth Drive, Warrendale, PA 15086

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

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

SEE EXPLANATORY STATEMENT ATTACHED

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 General Commodities Warehouse & Distributing Company Inc., transferor herein, has elected to conduct its trucking business as partnership and desires to transfer its authority to the applicant/partnership so that the transferee can continue the service required by the shippers.

12a. The following must be attached:

- Sales Agreement.
- List of equipment to be used to render service. (summarize by type)
- Operating authority to be transferred/~~retained~~ See Appendix "A" to Agreement.
- Statement of Financial Condition.
- Statement of unpaid business debts of transferor and how they will be satisfied. The debts of the transferor will be fully offset by the accounts receivable. As a result, the transferee will not assume any debts of the
- Statement of safety program. transferor and all debts will be paid.
- Statement of transferee's experience.

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

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

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 :

Herbert S. Shear, being duly sworn (affirmed) according to law, deposes and says that he is Partner of General Commodities Warehouse & Distributing Company, I, (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 General Commodities Warehouse & Distributing Company, I, P. to be able to prove the same (Name of Corporation) the same at the hearing hereof.

[Signature]
Signature of Affiant
Herbert S. Shear

Sworn and subscribed before me this 13TH
day of OCTOBER 19 93
My Commission Expires _____

[Signature]
Signature of Official Administering Oath

Notarial Seal
James M. Schwartz, Notary Public
Wilkesburg Boro, Allegheny County
My Commission Expires Aug. 8, 1995

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 :

Herbert S. Shear, being duly sworn (affirmed) according to law,
deposes and says that he is President of General Commodities Warehouse &
(Office of Affiant) (Name of Corporation) Distributing
Company, Inc.
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 General Commodities Warehouse &
Distributing Company, Inc. to be able to prove the
(Name of Corporation)
same at the hearing hereof.

Signature of Affiant
Herbert S. Shear

Sworn and subscribed before me this 13TH
day of OCTOBER 19 93
My Commission expires _____

Signature of Official Administering Oath

Notarial Seal
James M. Schwartz, Notary Public
Wilkesburg Boro, Allegheny County
My Commission Expires Aug. 8, 1995

A G R E E M E N T

THIS AGREEMENT is made this 13th day of October, 1993, between GENERAL COMMODITIES WAREHOUSE & DISTRIBUTING COMPANY, L.P. (BUYER), a partnership having its principal office in Allegheny County, Pennsylvania, and GENERAL COMMODITIES WAREHOUSE & DISTRIBUTING COMPANY, INC. (SELLER), a corporation having its principal office in Allegheny County, Pennsylvania.

I. PREMISES

A. SELLER is the owner of a certificate of public convenience, including several folders, and a contract carrier permit issued by the Pennsylvania Public Utility Commission (PUC) at Docket No. A-00101312, copies of which are attached hereto as Appendix "A" (herein sometimes referred to as the "operating rights").

B. BUYER is a newly formed partnership which holds no operating authority from the PUC.

C. SELLER has agreed to transfer, and BUYER has agreed to acquire, all of the above described operating rights of SELLER attached hereto as Appendix "A".

D. 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 transaction pursuant

to the applicable provisions of the Pennsylvania Public Utility Code.

II. TERMS AND CONDITIONS

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

1. Purchase Agreement. SELLER will transfer to BUYER, and BUYER will acquire all of the operating rights owned by SELLER, as fully described in Appendix "A" attached hereto.

2. Consideration for Transfer. BUYER shall pay to SELLER the sum of One (\$1.00) Dollar for the operating rights hereinabove described and shall further agree to assume all duties to the shipper to operate under the SELLER's operating rights.

3. Applications for Approval. The parties agree that this transaction requires the prior approval of the PUC, and that the transaction may not be consummated until final approval is secured from the PUC. Accordingly, promptly after the execution of this agreement, the parties will jointly file with the PUC an application ("permanent application") seeking permanent approval of the purchase of the operating rights by BUYER from SELLER.

BUYER, with the support of SELLER, may, at its option, also file with the PUC applications seeking emergency temporary and temporary authority (hereinafter sometimes referred to as "temporary authority") for BUYER to operate under the operating

rights of SELLER pending action of the permanent authority application by the PUC; the terms and conditions of the temporary authority applications, if any, will be stated in a separate agreement, except as otherwise specifically set forth herein.

4. SELLER's Warranties. SELLER warrants and represents that the operating rights have been duly issued to SELLER by the PUC; that the operating rights are in good standing and are transferrable; that the operating rights will be in full force and effect on the closing date; and that there are no actions at law or equity, nor any claims, options or obligations outstanding against SELLER that will affect the legal transfer of the operating rights from SELLER to BUYER.

5. BUYER's Warranties. BUYER warrants that BUYER is a partnership duly organized and validly existing, and in good standing under the laws of the Commonwealth of Pennsylvania; its execution and delivery of this Agreement has been duly and validly authorized; and it has taken all requisite action to make this agreement valid and binding upon BUYER in accordance with its terms.

6. Survival of Warranties. All covenants, representations and warranties made by SELLER and BUYER in this Agreement or pursuant hereto shall survive the closing. This Agreement shall be binding upon, and inure to the benefit of, and be enforceable by and against, the respective successors and assigns of BUYER and SELLER.

7. Closing. The closing shall take place at the offices of Pillar and Mulroy, P.C., Suite 700, 312 Boulevard of the Allies, Pittsburgh, PA 15222, on the closing date, which shall be held on a date to be selected by the parties hereto within thirty (30) days after the "order entered" date on the final order of the PUC approving the permanent authority application.

8. Construction. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

9. Entire Agreement of Parties. This Agreement cannot be changed orally and constitutes the entire contract between the parties hereto. It shall not be modified nor changed by any expressed or implied promises, warranties, guarantees, representations or other information, unless expressly and specifically set forth in this Agreement or an addendum hereto properly executed by the parties.

10. 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 a limitation on the scope of the particular paragraphs to which they refer.

I. EXECUTION

IN WITNESS WHEREOF, the parties, intending to be legally bound

General Commodities Warehouse & Distributing Company, Inc.
Summary of Authority

Docket A-00101312, F.2

To transport, as a Class D carrier, property, from the facilities of General Commodities Warehouse & Distributing Company, Inc. in the city of Pittsburgh, Allegheny County, to points in Pennsylvania;

subject to the following conditions:

That no right, power or privilege is granted to transport household goods in use.

That no right, power or privilege is granted to transport commodities in bulk and commodities which, because of size or weight require the use of special equipment.

Docket No. A-00101312, F.2, Am-A

To transport, as a Class C and D carrier, property, from the facilities of General Commodities Warehouse and Distributing Company, Inc., located in the borough of West Mifflin, Allegheny County, to points in Pennsylvania;

subject to the following conditions:

That no right, power or privilege is granted to transport household goods and commodities in bulk.

That no right, power or privilege is granted to transport commodities which, because of size or weight, require the use of special equipment.

Docket No. A-00101312, F.2, Am-B

1. To transport, as a Class B carrier, property, excluding household goods in use, between points in the City of Pittsburgh, Allegheny County.

2. To transport, as a Class D carrier, property, excluding household goods in use, from points in the City of Pittsburgh, Allegheny County, to points in the County, and vice versa.

3. To transport, as a Class D carrier, property in pickup and delivery service moving under railroad bills of lading from railroad sidings and/or freight terminals in the borough of McKees Rocks, Allegheny County, to points in the said borough and within five (5) miles of the limits of said borough, and vice versa.

Docket No. A-00101312, F.2, Am-C

To transport, as a Class D carrier, property from bona fide storage in the warehouse facilities of General Commodities Warehouse & Distributing Company, Inc. in the County of Lebanon, to points in Pennsylvania;

subject to the following conditions:

That no right, power or privilege is granted to transport household goods and commodities in bulk.

That no right, power or privilege is granted to transport commodities which because of size or weight require the use of special equipment.

Docket No. A-00101312, F.2, Am-E

To transport, as a Class D carrier, property from the facilities of General Commodities Warehouse & Distributing Company, Inc., located in the County of Allegheny, to points in Pennsylvania, and vice versa;

To transport, as a Class D carrier, property, from the facilities of Distribution Resources, Inc., located in the County of Westmoreland, to points in Pennsylvania, and vice versa;

with the above rights subject to the following conditions:

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

That no right, power or privilege is granted to transport household goods in use.

That no right, power or privilege is granted to transport commodities which, because of size or weight, require special equipment.

That no right, power or privilege is granted to provide transportation to and from the facilities of Fisher Scientific Company located in the borough of Blawnox and the township of O'Hara, Allegheny County.

Docket A-00101312, F.2, Am-F

To transport, as a Class D carrier, property, from the facilities of Distribution Resources, Inc., located in the county of Butler, to points in the county of Butler and to other points in Pennsylvania, and vice versa;

subject to the following conditions:

- (1) That no right, power or privilege is granted to transport commodities in bulk;
- (2) that no right, power or privilege is granted to transport household goods in use; and
- (3) that no right, power or privilege is granted to transport commodities which, because of size or weight, require the use of special equipment.

General Commodities Warehouse & Distributing Company, Inc.
Contract Carrier Authority

Docket No. A-00101312, F.3

To transport, as a contract carrier by motor vehicle, alcohol and alcoholic beverages, for the Pennsylvania Liquor Control Board, between points in Pennsylvania.

GENERAL COMMODITIES WAREHOUSE & DISTRIBUTING
COMPANY, L.P.

Equipment List

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Plate No.</u>
1993	Mack	tractor	AB29329
1993	Mack	tractor	AB29328
1993	Mack	tractor	AB29327
1993	Mack	tractor	AB29326
1993	Mack	tractor	AB29325
1993	Mack	tractor	AB29324
1993	Mack	tractor	AB29323

* * *

9 trailers

GENERAL COMMODITIES WAREHOUSE & DISTRIBUTING COMPANY, LP
 COMBINING BALANCE SHEET
 DECEMBER 31, 1992

	GENERAL COMMODITIES LP
CURRENT ASSETS	
1 CASH	769.92
ACCOUNTS RECEIVABLE	
2 TRADE	1,120,548.61
3 AFFILIATES	1,636,988.36
4 OTHER	0.00

	2,757,536.97
5 NOTES RECEIVABLE - CURRENT	0.00
6 PREPAID EXPENSES	9,469.96

TOTAL CURRENT ASSETS	2,767,776.85
OTHER ASSETS	
7 NOTES RECEIVABLE - LONG TERM	0.00
8 DEFERRED FINANCING FEES	0.00
9 CASH SURRENDER VALUE OF LIFE INS	82,555.87
10 INVESTMENT IN LIMITED PARTNERSHIP	0.00

	82,555.87
PROPERTY PLANT & EQUIPMENT	
11 AUTOMOBILES	15,627.09
12 OFFICE EQUIPMENT	77,683.81
13 WAREHOUSE EQUIPMENT	58,161.60
14 BUILDINGS AND IMPROVEMENTS	0.00
15 LEASEHOLD IMPROVEMENTS	0.00

	151,472.50
16 LESS: ACCUMULATED DEPRECIATION & AMORTIZATION	26,440.00

	125,032.50
17 CONSTRUCTION IN PROGRESS	0.00
18 LAND	0.00

	125,032.50

TOTAL ASSETS	2,975,365.22
	=====

GENERAL COMMODITIES WAREHOUSE & DISTRIBUTING COMPANY, LP
 COMBINING BALANCE SHEET
 DECEMBER 31, 1992

GENERAL
 COMMODITIES LP

CURRENT LIABILITIES		
19	CURRENT PORTION LONG TERM DEBT	5,164.21
20	LINES OF CREDIT	233,000.00
ACCOUNTS PAYABLE		
21	TRADE	310,274.90
22	AFFILIATES	5,792.43

		316,067.33
ACCRUED LIABILITIES		
23	HANDLING	206,006.63
24	PAYROLL	151,672.22
25	OTHER	31,500.09

		389,178.94

TOTAL CURRENT LIABILITIES		943,410.48
26	LONG TERM DEBT	6,073.27
STOCKHOLDERS EQUITY & PARTNERS CAPITAL		
27	COMMON STOCK	0.00
28	PAID IN CAPITAL	0.00
29	RETAINED EARNINGS & PARTNER CAPITAL	2,025,881.47

		2,025,881.47

TOTAL LIABILITIES & STOCKHOLDERS EQUITY		2,975,365.22
		=====

General Commodities Warehouse & Distributing
Company, L.P.

Statement of Experience

General Commodities Warehouse & Distributing Company, L.P. is a newly formed partnership, consisting of Shear Investment, Inc., a general partner, and Herbert S. Shear, a limited partner. Mr. Shear is also President of General Commodities Warehouse & Distributing Co., Inc., transferor herein. Mr. Shear has operated General Commodities Warehouse & Distributing Company, Inc. for a number of years, and has extensive experience in operating a trucking business. Under Mr. Shear's direction, General Commodities Warehouse & Distributing Company, L.P. will be staffed with personnel experienced in managing and operating a trucking business. Applicant is aware of, will comply with, all Commission regulations.

Safety Program

General Commodities Warehouse & Distributing Company, L.P. is a newly formed partnership consisting of a general partner and a limited partner. General Commodities Warehouse & Distributing Company, L.P. intends to engage in the transportation business. It will employ sufficient personnel to be assured that it will be in full compliance with all PUC and DOT regulations. These regulations will be reviewed and will be complied with by the carrier. General Commodities Warehouse & Distributing Company, L.P. will employ the services of a person whose responsibility will include the safe operation of its vehicles. Applicant/transferee will maintain insurance in amounts in excess of that required by the PUC and it will issue safety bulletins and directives to its drivers from time to time. At least one annual safety meeting will be held. Applicant/transferee will consider an incentive program for safe operation of vehicles used by applicant in providing transportation service.

EXPLANATORY STATEMENT

**Re: General Commodities Warehouse &
Distributing Company, L.P.**

General Commodities Warehouse & Distributing Company, L.P. is a newly formed partnership, a limited partnership, consisting of a general partner, Shear Investment, Inc., and a limited partner, namely Herbert S. Shear. There is attached to this Explanatory Statement, the articles of partnership which have been duly filed with the Commonwealth of Pennsylvania on December 24, 1991. There is also attached to this Explanatory Statement a copy of the partnership agreement. As stated in the partnership agreement, the management of the partnership is to be conducted by the general partner.

The general partner is a corporation owned entirely by Herbert S. Shear. Mr. Shear individually is a limited partner.

The partnership intends to purchase the PUC operating rights of General Commodities Warehouse & Distributing Co., Inc., which holds operating rights from this Commission at Docket A-00101312. The stock of the transferor corporation is owned by Herbert S. Shear. The transferor corporation has been engaged in transportation of property for many years and Mr. Shear has owned and managed this operation and is familiar with the equipment, service and facilities of the transferor corporation. The partnership intends to assume all of the transportation previously performed by the transferor. Since Mr. Shear will continue to

manage the partnership, the partnership will have the benefit of the experience and knowledge of Mr. Shear, in addition to the same support personnel, to successfully handle the transition of the business from the corporation to the partnership. Basically, the service and operations will remain the same.

The partnership will have the same safety program that was put into place by Mr. Shear as the owner of the transferor corporation. The safety program includes the direction of a safety director who will see to compliance by the partnership of the rules and regulations of this Commission and the Department of Transportation. Periodic safety meetings will be held. The equipment will be inspected as to both pre-trip and post-trip conditions, and all drivers will be required to be familiar with, and to comply with, the rules and regulations of the Commission and the DOT.

In addition to acquiring the operating rights of General Commodities Warehouse & Distributing Company, Inc., the partnership also intends to acquire the operating rights of GTS Trucking, Inc. which were issued to GTS by the Pennsylvania Public Utility Commission. GTS Trucking, Inc. is also owned entirely by Herbert S. Shear. GTS Trucking, Inc. is a contract carrier and holds a permit from the Pennsylvania Public Utility Commission. Two of the permits will be transferred to the partnership by GTS, specifically the permit authorizing service for Giant Eagle, Inc., and the permit authorizing service for Distribution Resources, Inc. and

General Commodities Warehouse & Distributing Company, Inc. The remaining contract carrier rights of GTS Trucking, Inc. will be discontinued.

Since the operating rights of General Commodities Warehouse & Distributing Company, Inc. to be transferred to the partnership consist of common carrier rights (with one exception), the partnership will be engaged in business as a common carrier and, therefore, it has filed simultaneously with this application, a petition to convert the contract carrier permits of GTS Trucking, Inc. to be transferred to the partnership to a common carrier certificate, without any change in the scope of said operating rights. The partnership will not acquire any new authority from GTS Trucking, Inc.

There is one minor exception to the common carrier operating rights of General Commodities Warehouse & Distributing Company, Inc. to be transferred to the partnership. At Folder 3, General Commodities Warehouse & Distributing Company, Inc. holds a contract carrier permit to provide service for the Liquor Control Board of Pennsylvania. General Commodities Warehouse & Distributing Company, Inc. was granted an exception to the usual prohibition of a common carrier holding both common and contract carrier authority simultaneously. It is the intent of the partnership to acquire the operating rights of General Commodities Warehouse & Distributing Company, Inc. in the exact same form that they presently exist, which includes both the common carrier authority and the single

contract carrier permit, without any change in these rights. However, as to the operating rights of GTS Trucking, Inc. to be transferred to the partnership, it is these rights that the partnership seeks to have converted to common carrier authority so as to avoid any conflict with 66 Pa. C.S.A. § 2504.

The partnership is not acquiring any of the debts of GTS Trucking, Inc. or General Commodities Warehouse & Distributing Company, Inc. General Commodities Warehouse & Distributing Company, Inc. has no unpaid business debts, other than accounts payable incurred in the ordinary course of business which will be paid from accounts receivable. The same holds true with GTS Trucking, Inc. A list of the equipment to be operated by the partnership is attached to this Explanatory Statement. In addition, a balance sheet of the partnership is also submitted with the application.

If any further information about the partnership or these applications is required, please contact the attorney for the partnership, John A. Pillar, Esq., Suite 700, 312 Boulevard of the Allies, Pittsburgh, PA 15222. (412) 471-3300.

DC 15-5511 (Rev. 89)
P. O. KALY COMPANY, FCB, PA 15219

9185-413

DEC 24 1991

Microfilm Number _____

Filed with the Department of State on _____

Entry Number 2069749

T. Brenda K. Whitehead
Acting Secretary of the Commonwealth *yt*

CERTIFICATE OF LIMITED PARTNERSHIP

In compliance with the requirements of 15 Pa.C.S. § 8511 (relating to certificate of limited partnership), the undersigned, desiring to form a limited partnership, hereby certifies that:

1. The name of the limited partnership is: General Commodities Warehouse and Distributing Company, L.P.

2. The address of this limited partnership's initial (a) registered office in this Commonwealth or (b) commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following address to conform to the records of the Department):

(a) 760 Commonwealth Drive, Warrendale, PA 15068, Allegheny
Number and Street City State Zip County

(b) _____
Name of Commercial Registered Office Provider County

For a limited partnership represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the limited partnership is located for venue and official publication purposes.

3. The name and business address of each general partner of the partnership is:

Name	Address
<u>Shear Investment, Inc.,</u>	<u>760 Commonwealth Drive, Warrendale, PA 15068</u>

4. The specified effective date, if any: January 1, 1992
month day year hour, if any

IN TESTIMONY WHEREOF, the undersigned general partner(s) of the limited partnership has (have) executed this certificate this 21 day of December, 1991

ATTEST
By: Barbara S Shear

SHEAR INVESTMENT, INC.
By: [Signature]
President

SHEAR-GC ABG Misc #3 ABG/tas

AGREEMENT OF LIMITED PARTNERSHIP
GENERAL COMMODITIES WAREHOUSE AND
DISTRIBUTING COMPANY, L.P.

A Pennsylvania Limited Partnership

THIS AGREEMENT OF LIMITED PARTNERSHIP entered into to be effective the 27th day of December, 1992, by and between SHEAR INVESTMENT, INC., as a General Partner, and Managing General Partner, and HERBERT SHEAR, as a Limited Partner.

WITNESSETH:

The parties, intending to be legally bound, desire to set forth their Agreement of Limited Partnership, which supersedes all prior agreements of the parties, as follows:

ARTICLE I

Definitions

Certain terms used in this Agreement shall have the special meanings designated below:

1.0 The term Agreement shall mean this Agreement of Limited Partnership, as it may be amended from time to time.

1.1 The term Capital Account shall mean the capital account established and maintained with respect to each Partner pursuant to the provisions of Section 3.3.

1.2 The term Capital Contribution shall mean the cash or fair market value of other property contributed by a Partner to the capital of the Partnership as set forth on Schedule A to this Agreement.

1.3 The term Code shall mean the United States Internal Revenue Code of 1986, as amended.

1.4 The term Gross Receipts shall mean all cash proceeds from current operations of the Partnership during a calendar year, including, without limitation, all cash proceeds and other miscellaneous sources of cash such as interest income and business interruption insurance. The term Gross Receipts shall not include cash proceeds from the sale, exchange,

financing or refinancing, or other disposition of any capital asset of the Partnership.

1.5 The term Interest shall mean an interest in the Partnership held by a Partner.

1.6 The term Limited Partner shall mean any person listed on Schedule A to this Agreement as a limited partner and any additional or substitute limited partner admitted to the Partnership pursuant to the terms of this Agreement.

1.7 The term Majority in Interest shall mean Partners whose aggregate residual percentage interests in profit and loss in the Partnership exceed 50%.

1.8 The term Managing General Partner shall mean Shear Investment, Inc. or any other General Partner selected as Managing General Partner pursuant to the terms of this Agreement.

1.9 The term Net Cash Flow shall mean the Gross Receipts of the Partnership for a calendar year less cash operating expenses for such calendar year, including capital expenditures, and interest and principal paid on Partnership loans.

1.10 The term Net Income or Loss from Operations shall mean the net income or loss of the Partnership from operations for any calendar year commencing on or after January 1, 1992, as determined for federal income tax purposes, after taking into account all deductions attributable to (a) depreciation and/or amortization of all Partnership assets, (b) interest on Partnership loans, including Optional Loans to the extent interest is paid on Optional Loans for such fiscal year. Net Income or Loss from Operations shall not include gain or loss arising as a result of any Interim Capital Transaction or in connection with a dissolution and termination of the Partnership.

1.11 The term Net Sale Proceeds shall mean the excess proceeds from a sale of all or substantially all other assets of the Partnership less the payment of all costs incurred in connection with such transaction, the establishment of such reserves as the Managing General Partner shall in its reasonable judgment deem necessary and after making payment of or provision for the liabilities and obligations of the Partnership, including the First Mortgage Loan.

1.12 The term Partner shall mean a Limited Partner or a General Partner.

1.13 The term Partnership shall mean the limited partnership continued pursuant to the terms of this Agreement.

1.14 The term Ratio shall mean the following ratio: 1% for the General Partner and 99% for the Limited Partner.

ARTICLE II

Business of Partnership, Term, Etc.

2.1 Partnership Name and Principal Place of Business. The name of the Partnership shall be General Commodities Warehouse and Distributing Company, L.P. The principal office of the Partnership shall be at 760 Commonwealth Drive, Warrendale, PA 15068.

2.2 Character of the Business. The principal business of the Partnership shall be product distribution and product handling. Such business purpose shall include the doing of any and all things incident thereto or connected therewith.

2.3 Term of Partnership. The term of the Partnership shall continue until terminated pursuant to Article XI.

ARTICLE III

Capital Contributions

3.1 Capital Contributions of Limited Partners. Each Limited Partner has contributed to the Partnership the amount of cash and other property set forth on Schedule A to this Agreement.

3.2 Capital Contribution of General Partners. Each General Partner has contributed to the Partnership the amount of cash and other property set forth on Schedule A to this Agreement.

3.3 Capital Accounts. A Capital Account shall be established for each Partner. Each Partner's Capital Account shall be increased (credited) by

(a) the amount of his Capital Contribution;
and

(b) the amount of income or gains allocated to him pursuant to Article VII;

and shall be decreased (debited) by

(c) the amount of losses allocated to such Partner pursuant to Article VII;

(d) all amounts distributed to or on behalf of such Partner pursuant to

Article VI; and

(e) such Partner's distributive share of expenditures of the Partnership described in Section 705(a)(2)(B) of the Code (relating to expenditures which are neither deductible nor properly chargeable to capital) or treated as described in such Section for capital account maintenance purposes.

Except as otherwise provided in this Agreement, whenever it is necessary to determine the Capital Account of any Partner for purposes of Articles VI or VII, the Capital Account of the Partner shall be determined after giving effect to the allocation for the Partnership's current calendar year to date of Net Income or Loss from Operations under Section 7.1 and all distributions paid or accrued for such year under Section 6.1(a) to the extent applicable. Optional Loans by any Partner to the Partnership shall not be considered contributions to the capital of the Partnership. Any Partner, including any substitute Partner, who shall receive an Interest in the Partnership or whose Interest in the Partnership shall be increased by means of a transfer to him of all or part of the Interest of another Partner, shall have a Capital Account which reflects such transfer.

ARTICLE IV

Rights and Obligations of the General Partners

4.1 Management. The management of the Partnership shall be carried on by the Managing General Partner, who shall act as its chief executive and principal financial and accounting officer and shall have full and exclusive authority and responsibility to manage and control all the affairs and business of the Partnership, and, except as expressly otherwise provided herein, to exercise all of the rights and perform all of the duties of the Partnership set forth herein or any other agreement entered into pursuant to the conduct of the business of the Partnership. Without limiting the generality of the foregoing, the Managing General Partner is expressly authorized on behalf of the Partnership to:

(a) perform any and all acts necessary or appropriate to the operation of the Building, including (without limitation) the commencement, defense or settlement of any litigation or administrative proceeding involving the Partnership;

(b) establish bank accounts in which shall be deposited all Partnership funds and from which payments shall be made, and otherwise

invest the Partnership's surplus funds from time to time in reasonably liquid, short-term debt instruments of high quality;

(c) procure from and maintain with responsible companies such insurance as may be available in such amounts and covering such risks as are deemed appropriate by the Managing General Partner;

(d) coordinate all accounting and clerical functions of the Partnership and employ such accountants, lawyers, property managers, or other management or service personnel as may from time to time be required to carry on the business of the Partnership;

(e) delegate from time to time authority to perform any or all of the actions which the Managing General Partner is authorized to perform;

(f) make distributions of Partnership funds and assets to the Partners as provided for by this Agreement;

(g) make income tax elections; prepare and file tax returns for the Partnership with federal, state and local authorities; file amendments to such returns; participate on behalf of the Partnership in audits of such returns; consent to extensions relating to such returns; execute on behalf of the Partnership documents relating to the settlement of tax proceedings involving the Partnership or its tax returns; and participate at the Partnership's expense in administrative and judicial proceedings, including appeals, relating to the Partnership's tax returns or its tax liabilities. For the purposes of the Partnership, the Managing General Partner shall be deemed the "Tax Matters Partner," as such term is defined and used in the Code and its regulations, and shall have all powers, duties and responsibilities consistent therewith and with the provisions of this Agreement; provided, however, that notwithstanding anything in this Agreement to the contrary, the Managing General Partner shall consult with Herbert Shear in all proceedings involving the tax returns filed

by the Partnership and shall not, without the prior consent of a Majority in Interest of the Partners, (i) consent to any change proposed by the Internal Revenue Service as to any item in the Partnership's tax returns or execute any settlement of any administrative or judicial tax proceedings involving the Partnership or its tax returns; (ii) select counsel to represent the Partnership in any tax proceedings involving the Partnership; or (iii) bring a suit involving any determination of the Internal Revenue Service regarding the tax liability of the Partnership or the Limited Partners in any court.

4.2 Limitation on Management Rights. Notwithstanding the generality of the foregoing, the Managing General Partner shall not be empowered without the consent of a Majority in Interest of the Partners to:

- (a) borrow money, whether on a secured or unsecured basis,
- (b) sell or lease all or substantially all of the Building; or
- (c) refinance or prepay the First Mortgage Loan.

4.3 Other Permissible Activities. Nothing herein contained shall be deemed to prevent a Partner from engaging in other activities for profit, whether in the warehouse or real estate business or otherwise, and whether or not the same may be competitive with the business of the Partnership, and the other Partners shall have no rights to, or interest in, any assets or profits of or from such other activities, entities or ventures under the terms of this Agreement or arising out of their participation in the Partnership.

4.4 General Partners' Time and Compensation. The General Partner shall devote such time as it deems necessary to the Partnership's business and affairs and shall not be entitled to any compensation other than their interest in Partnership income and cash distributions provided in Articles VI and VII. The General Partner shall, however, be entitled to be reimbursed for all reasonable expenses incurred by it while engaged in the business of the Partnership.

4.5 Limitation of Liability. A General Partner shall not be liable to the Partnership or the Limited Partners for any act or omission based upon errors in judgment, negligence, or other fault in connection with the business or affairs of the Partnership so long as such General Partner acts in good faith and is not found to be guilty of gross negligence or willful or wanton misconduct with respect thereto.

4.6 Transactions with Affiliates. The Managing General Partner may, on behalf of the Partnership, enter into agreements with any affiliated person so long as the terms of any such agreement are commercially reasonable.

ARTICLE V

Rights and Obligations of the Limited Partners

The Limited Partners shall have the following rights and obligations:

5.1 No Additional Assessments. Except as provided in Section 11.2, no Limited Partner shall be required to contribute any capital to the Partnership in excess of his Capital Contribution.

5.2 Limited Liability. Except as provided in Section 11.2, no Limited Partner shall be personally liable for any of the debts of the Partnership or any of the losses thereof beyond the amount of his Capital Contribution and his share, if any, of undistributed profits of the Partnership, anything to the contrary herein expressed or inferable notwithstanding.

5.3 No Management Responsibility or Authority. No Limited Partner, in his capacity as such, shall take part in the management of, or transact any business for or on behalf of, the Partnership.

5.4 No Authority to Act. No Limited Partner, in his capacity as such, shall have the power to sign any instrument for or on behalf of the Partnership, nor shall any Limited Partner, in his capacity as such, have the authority to bind the Partnership.

5.5 Right to Examine Partnership Records, Etc. Each Limited Partner shall have the right to examine the books and records of the Partnership at its principal place of business during regular business hours and to make reasonable inquiry as to Partnership affairs.

5.6 Rights Under the Act. To the extent not otherwise set forth herein and except as modified herein, each Limited Partner shall have all the rights of a limited partner under the Pennsylvania Revised Uniform Limited Partnership Act.

ARTICLE VI

Cash Distributions6.1 Allocation of Cash Distributions.

A. Operations. After providing for the satisfaction of the current debts and obligations of the Partnership and establishing appropriate working capital reserves, the Managing General Partner shall, as expeditiously as possible, but in no event later than one hundred twenty (120) days after the end of each calendar year of the Partnership, make distributions of Net Cash Flow to the Partners in the following order of priority:

- (i) first, in payment of the current portion of the interest and principal (in that order) on the Optional Loans, if any; and
- (ii) then, the balance 1% to the General Partner and 99% to the Limited Partner(s).

B. Interim Capital Transactions Proceeds. Any Net Proceeds derived from an Interim Capital Transaction shall be distributed:

- (i) first, in payment of interest and principal (in that order) on the Optional Loans, if any;
- (ii) then, 99% to the Limited Partner(s) and 1% to the General Partner.

C. Dissolution and Termination Proceeds. Upon the dissolution and termination of the Partnership, the Net Sale Proceeds shall be distributed in the following order of priority:

- (i) first, in payment of interest and principal (in that order) on the Optional Loans, if any;
- (ii) then, the balance shall be distributed to the Partners in the proportion that the positive balance of each Partner's Capital Account bears to the aggregate of the positive balances.

6.2 Distributions in Kind. If any assets of the Partnership shall be distributed in kind, such assets shall be distributed to the Partners entitled thereto as tenants-in-common

in the same proportions in which such Partners would have been entitled to cash distributions had the Property been sold and gain or loss allocations from said assumed transaction been allocated to the Partners.

6.3 Limitations on Cash in Return of Capital. No Partner shall be entitled to demand and receive property other than cash in return for his Capital Contribution, and no Partner shall have the right to sue for a partition of Partnership property.

ARTICLE VII

Net Income and Losses from Operations and Net Gains and Losses from Dispositions

7.1 Operations. From and after the date of this Agreement, all Net Income or Losses from Operations shall be allocated in the following order of priority:

(a) All net losses shall be allocated 1% to the General Partner, and 99% to the Limited Partner(s).

(b) All net income shall be allocated 1% to the General Partner, and 99% to the Limited Partner(s).

7.2 Interim Capital Transactions. All net gains and net losses of the Partnership, as determined for federal income tax purposes, in connection with an Interim Capital Transaction shall be allocated among the Partners in the following priority:

(a) an amount of the net gains up to the aggregate amount of proceeds distributed or available for distribution to the Partners pursuant to Section 6.1(b) (ii) shall be allocated to the Partners in the same amounts as the proceeds are to be distributed;

(b) then, after adjustment of the Capital Accounts of Partners to reflect the allocation of gains under Section 7.2(a) and distributions and amounts available for distribution pursuant to Sections 6.1(b)(ii), the net gains or net losses shall be allocated in the following manner in each of the situations described below:

(i) in the event all the Partners have negative balances in the Capital Accounts, the net

gains or net losses shall first be allocated among the Partners to establish the Ratio among their negative balances, and the balance of the net gains or the balance of the net losses shall be allocated among the Partners according to the Ratio;

(ii) in the event there is a net negative balance in the Capital Account of one or more Partner(s) and a net zero or positive balance in the Capital Account of the other Partner(s):

(A) the net gains shall be allocated first to the Partner(s) with the net negative balance(s) until the Ratio is established among the Partners' Capital Account balances, and, thereafter, the balance of the net gains shall be allocated among the Partners according to the Ratio; or

(B) the net losses shall be allocated first to the Partner(s) with the net zero or positive balance(s) until the Ratio is established among the net negative balances, and, thereafter, the net losses shall be allocated among the Partners according to the Ratio;

(iii) in the event all the Partners have net positive or zero balances in their Capital Accounts:

(A) the net gains shall be allocated among the Partners until the Ratio is established among their Capital Account balances, and thereafter, the net gains shall be allocated among the Partners according to the Ratio; or

(B) the net losses shall first be allocated among the Partners until the Ratio is established among their net positive or zero balances and thereafter, the net losses shall be allocated among the Partners according to the Ratio.

7.3 Dissolution and Termination. All net gains and net losses of the Partnership, as determined for federal income tax purposes, in connection with a dissolution and termination of the Partnership, shall be allocated in the following manner in each of the situations described below:

A. In the event there is a net negative balance in the Capital Accounts of all the Partners:

(i) net gain shall first be allocated to the Partners in the ratio of their net negative balances, until all the Partners have a zero Capital Account balance; then net gain shall be allocated to the Partners in accordance with Section 7.3(c);

(ii) the net losses shall be allocated first to establish the Ratio among the net balances of the Capital Accounts of the Partners, and, thereafter, the remainder of the net losses shall be allocated among the Partners according to the Ratio;

B. In the event there is a net negative balance in the Capital Account of one or more Partner(s) and a net zero or positive balance in the Capital Account of the other Partner(s):

(i) net gain shall first be allocated to the Partners who have net negative balances, in the ratio of their net negative balances, until all Partners have net zero or positive Capital Account balances; then, net gain shall be allocated to the Partners in accordance with Section 7.3(c);

(ii) the net losses shall be allocated first to the Partners with net zero or positive balances until the Ratio is established among the net balances of the Capital Accounts of the Partners, and, thereafter, the remainder of the net losses shall be allocated among the Partners according to the Ratio;

C. In the event there are net positive or zero balances in the Capital Accounts of all the Partners:

(i) net gain shall be allocated among the Partners in accordance with the Ratio; or

(ii) the net losses shall be allocated first to establish the Ratio among the net balances of the Capital Accounts of the Partners, and, thereafter, the remainder of the net losses shall be allocated among the Partners according to the Ratio.

7.4 Depreciation Recapture and Other Ordinary Income/Loss Items. If taxable gain to be allocated pursuant to Section 7.2 or 7.3 above includes income treated as ordinary income for income tax purposes because it is attributable to the recapture of depreciation deductions, such gain so treated as

ordinary income shall be allocated to and reported by the Partners in proportion to their prior depreciation allocations, and the Partnership shall keep records of such allocations. Nothing in this Section 7.4 is intended to affect the amount of gain allocated to Partners pursuant to Sections 7.2 and 7.3; the purpose of this Section 7.4 is merely to characterize such gain as either ordinary or capital.

ARTICLE VIII

Optional Loans

8.1 Although no Partner has any obligation to make a loan pursuant to this Section 8.1, any of the Partners may make a loan or loans to the Partnership or advance money on its behalf if the operations of the Building produce a negative Net Cash Flow, and the amount of any such loan or advance (the "Optional Loans") shall not be deemed an increase in or contribution to the Capital Account of the lending Partner or entitle such lending Partner to any increase in his share of the distributions of the Partnership. The amount of any such loan or advance and interest thereon at the per annum rate of 1.5% in excess of the publicly announced prime rate as charged from time to time by Pittsburgh National Bank but in no event at a rate greater than the maximum rate allowed by the applicable usury law, shall be deemed an obligation of indebtedness from the Partnership to such lending Partner payable as provided in Article VI.

ARTICLE IX

Limitation on Transfer of Partner's Interests

9.1 Limitation on Transfer of General Partner's Interests. The General Partner may not assign, sell, transfer or otherwise dispose of its interest in the Partnership (in whole or in part) without the consent of a Majority in Interest of the Partners.

9.2 Limitation on Transfer of Limited Partners' Interests. No Limited Partner shall assign, sell, transfer or otherwise dispose of any Interest held by such Limited Partner except with the prior written consent of the Managing General Partner; provided, however, that any Limited Partner may mortgage, pledge or otherwise encumber all or a portion of his Interest without restriction at any time. In the absence of such prior written consent, any purported assignment, sale, transfer or other disposition of an Interest (other than any mortgage, pledge or other encumbrance thereof) but not the subsequent disposition upon default) shall be void and need not be recognized by the Partnership.

9.3 Seizure and/or Sale. In the event of any seizure and/or sale of an Interest by a creditor of such Partner, whether or not made in accordance with the law, such seizure and/or sale shall not operate as a dissolution of the Partnership or relieve such Partner of any of his obligations hereunder, and the party acquiring such interest shall not thereby become a Partner, and shall not have any rights herein conferred upon such Partner, except that such party may be entitled to receive the share of the Partnership income or gain and distributions attributable to such Interest and, upon dissolution of the Partnership, the share of the Partnership assets to which such Partner would have been entitled hereunder; provided, however, that any party so acquiring the Interest of a Limited Partner may become a Limited Partner upon compliance with all of the terms of Section 9.4(b).

9.4 Admission of Transferees.

(a) Notwithstanding that the prior written consent required by Section 9.2 above shall have been obtained, a transferee of an Interest shall not be recognized as a Limited Partner nor have any of the rights conferred upon a Limited Partner with respect to such Interest until such time as he shall have complied with all the provisions of Section 9.4(b) hereof; provided, however, that the personal representative, guardian or other successor in interest of a deceased, legally incompetent or (in the case of a Limited Partner which is a corporation, partnership or joint venture) dissolved Limited Partner, or (following the distribution of a deceased Limited Partner's Interest thereto) any heir or devisee thereof, shall be entitled to receive the share of income, gain, distributions and, upon dissolution of the Partnership, the share of the assets of the Partnership to which such deceased, legally incompetent or dissolved Limited Partner would have been entitled under the terms of this Agreement.

(b) Any transferee of an Interest shall be entitled to be admitted as a Limited Partner hereunder and to have all of the rights herein conferred upon a Limited Partner if: (i) the Managing General Partner receives a copy of the instrument effecting such transfer; (ii) such transferee's admission as a Limited Partner will not, in the opinion of the Managing General Partner, jeopardize the treatment of the Partnership as a partnership for federal income tax purposes, nor cause a termination of the Partnership within the meaning of Section 708(b) of the Code, or any successor provision, nor violate, nor cause the Partnership to violate, any applicable laws, rules or regulations, including but not limited to the provisions of state federal

securities laws; and (iii) such transferee qualifies and becomes a substituted limited partner within the meaning of the Pennsylvania Revised Uniform Limited Partnership Act by the procedures set forth therein and herein. The admission of such transferee as Limited Partner shall be effected by an amendment to this Agreement, said amendment to be the responsibility of the Managing General Partner and to be in the form designated by the Managing General Partner, and by compliance with all other requirements of applicable law, including the filing of an amendment to the Partnership's Certificate of Limited Partnership and certificate of fictitious name, if any. The transferee shall pay all filing and other costs and fees (including attorneys' fees) incurred by the Partnership or the Managing General Partner in admitting him as substitute Limited Partner. Following such amendment and compliance, such transferee shall assume all of the obligations of his transferor with respect to such Interest and shall have all of the rights and powers of, shall be subject to all of the restrictions applicable to, and shall attain the status of and shall in all respects be, a Limited Partner hereunder, and the use of the term "Limited Partner" herein shall be deemed to include a reference to such transferee.

(c) In the event that, following the transfer of any Interest, the transferor thereof shall no longer hold any Interest in the Partnership, such transferor shall cease to be a Limited Partner and shall be deemed to have withdrawn from the Partnership at the time that there has been full compliance with the conditions of Section 9.4(b) hereof, but not otherwise.

(d) Each Partner hereby consents to the execution on his behalf by the Managing General Partner of an amendment hereto and any other instruments required for the purpose of admitting the transferee of any Interest in the Partnership referred to above, and the Managing General Partner is hereby granted the authority to admit such transferee upon all of the terms set forth above.

9.5 Classification of Transferred Interest. Any person who shall be admitted as a Partner shall be deemed to be a Partner of the same class as his transferor.

ARTICLE X

Accounting Procedure

The Managing General Partner shall keep, or cause to be kept, full, accurate, complete and proper books and accounts of all operations of the Partnership. Such books shall be kept on the accrual basis-calendar year.

Within 90 days after the close of the Partnership's fiscal year, the Managing General Partner shall deliver, or cause to be delivered, to each of the Partners a financial report for such year, including a balance sheet, income statement and a statement of changes in financial position, prepared in accordance with generally accepted accounting principles and reviewed by such nationally recognized firm of independent certified public accountants as shall be acceptable to the General Partner.

ARTICLE XI

Dissolution

11.1 Dissolution. The Partnership shall be dissolved, and shall terminate and wind-up its affairs, upon the first to occur of the following:

- (a) a determination by the Managing General Partner that the Partnership should terminate, and the concurrence in that determination by Majority in Interest of the Partners;
- (b) the sale, exchange, forfeiture or other disposition of all or substantially all of the Building and receipt of the proceeds in cash;
- (c) except as provided in Section 11.3, the dissolution, bankruptcy, insolvency or resignation, a General Partner; or
- (d) written notice to the Managing General Partner by a Majority in Interest of the Limited Partners that the Managing General Partner is a breach of the terms and provisions of this Agreement, failure by the Managing General Partner to cure such breach within 60 days, and written notice after the expiration of such 60 day period to the Managing General Partner by a Majority in Interest of the Partners that the Partnership shall dissolve and terminate its affairs;

(e) December 31, 2022.

(f) any event which under applicable law results in the dissolution of the Partnership.

11.2 Liquidation. If the Partnership shall be dissolved by reason of the occurrence of any of the circumstances described in Section 11.1, no further business shall be conducted by the Partnership except for the taking of such action as shall be necessary for the winding-up of its affairs and the distribution of its assets to the Partners pursuant to the provisions of this Article XI. Upon such dissolution, the Managing General Partner shall act as liquidator or, if it is unable so to act, shall appoint one or more liquidators, any of whom shall have full authority to wind-up the affairs of the Partnership and to make final distribution as provided herein. In default of such appointment, a Majority in Interest of the Partners may appoint one or more such liquidators. All assets of the Partnership shall be sold and the proceeds distributed to the Partners in accordance with Section 6.1(c). In the event that one or more Partner(s) has a negative balance in his Capital Account, such Partner(s) shall promptly contribute to the Partnership the amount of the negative balance, which amount shall be distributed to the Partner or Partners with positive balances in their Capital Account.

11.3 Events Not Causing Dissolution. In the event of the dissolution, bankruptcy, or resignation of a General Partner while another General Partner remains in the Partnership, the Partnership shall not dissolve if a Majority in Interest of the remaining Partners, within 30 days, determine to continue the business of the Partnership. If the withdrawn General Partner is the Managing General Partner, a new Managing General Partner shall be selected by a Majority in Interest of the other Partners.

11.4 Return of Capital Contribution Solely Out of Partnership Assets. A Partner shall look solely to the properties and assets of the Partnership for the return of his Capital Contribution, and if the properties and assets of the Partnership remaining after the payment or discharge of the debts and liabilities of the Partnership are insufficient to return his Capital Contribution, he shall have no recourse against the General Partner or any other Limited Partner for that purpose.

11.6 Dissolution Followed by Continuation. In the event that the Partnership shall be dissolved by reason of the occurrence of any of the circumstances described in Section 11.1 or for any other reason, if all of the then Partners shall agree thereto, the Partnership shall not terminate and wind-up its affairs pursuant to Section 11.2 above but shall be reformed upon

such terms as the then Partners shall agree to, and shall continue its business as if such dissolution had not occurred.

ARTICLE XII

Power of Attorney

Each Partner, by the execution of this Agreement or of any amendment hereto made pursuant to Section 9.4(d) hereof, hereby irrevocably constitutes and appoints the General Partner, as his true and lawful attorney in his name, place and stead: (i) to execute, acknowledge, swear to, file and record the Certificate of Limited Partnership, and all certificates of fictitious name required for the conduct of the Partnership's business, and to sign, execute, certify, acknowledge, file and record any other instruments or certificates which may be required of the Partnership, the General Partner or the Limited Partner, or in connection with the conduct of Partnership business or the termination of the same or the dissolution and winding-up of the Partnership, including, but not limited to, any amendments to this Agreement and any such Certificate of Limited Partnership or the certificate of fictitious name required to admit substitute Limited Partners pursuant to the terms hereof and (ii) to perform any other duties or functions necessary for the conduct of the business of the Partnership.

The foregoing grants are hereby declared to be irrevocable and to be powers coupled with an interest which shall survive the death or disability (if an individual) or the dissolution and liquidation (if a corporation, partnership or other entity) of any of the undersigned Partners and all substitute Partners added pursuant to any of the terms hereof. In the event of any conflict between the provisions of this Agreement and any document executed or filed by the General Partner pursuant to the power of attorney granted in this Section, this Agreement shall govern.

ARTICLE XIII

Indemnification

A General Partner shall be indemnified for liabilities and expenses arising from any threatened, pending or completed action or suit in which is a party or threatened to be made party by reason of the fact that it is or was General Partner of the Partnership (other than an action by or in the right of the Partnership). The Partnership shall indemnify a General Partner against expenses, including attorneys' fees, judgments and amounts paid in settlement of action, suit or proceeding if it acted in good faith and provided that his conduct did not constitute gross negligence, willful or wanton misconduct or a breach of fiduciary obligation in the performance of his duty to

the Partnership. The termination of any action, suit or proceeding by judgment, order or settlement shall not of itself create a presumption that the General Partner did not act in good faith.

In any event, the indemnification of a General Partner shall be limited to and recoverable only out of the assets of the Partnership. The Partnership's indemnification of a General Partner shall be limited to the amount of such loss, liability or damage which is not otherwise compensated for by insurance carried for the benefit of the Partnership.

ARTICLE XIV

Miscellaneous Provisions

14.01 Notices. Notices, requests, reports, payments or other communications required to be given or made hereunder shall be in writing and shall be deemed to be delivered when properly addressed and posted by registered or certified mail, postage prepaid, to the party being given such notice at his last known address. Addresses shown on Schedule A attached hereto shall be considered the last known address of each said party unless the Managing General Partner is otherwise notified in writing.

14.2 Nature of Interest of Partners. The interest of each Partner in the Partnership is personal property.

14.3 Governing Law. This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the Commonwealth of Pennsylvania.

14.4 Execution in Counterparts. This Agreement may be executed in one or more counterparts, but in such event each counterpart shall constitute an original, and all of such counterparts shall constitute one agreement.

14.5 Successors in Interest. Each and all of the covenants, agreements, terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, executors, administrators, personal representatives, successors and assigns.

14.6 Integration. This Agreement constitutes the entire understanding among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, of such parties in connection herewith. Any amendment or supplement made hereto shall also be in writing.

14.7 Severability. Any provision of this Agreement which is invalid, illegal, or unenforceable in any respect in any jurisdiction shall be, as to such jurisdiction, ineffective to

the extent of such invalidity, illegality or unenforceability without in any way affecting the validity, legality or enforceability of the remaining provisions hereof, and any such invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or in any way affect the validity, legality or enforceability of such provision in any other jurisdiction.

14.8 Waivers. The failure of any Partner to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of any original violation.

14.9 Headings. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement, or any provision hereof.

14.10 Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by any Partner shall not preclude or waive his right to use any or all other remedies. Said rights and remedies are given in addition to any other rights such Partner may have by law, statute, ordinance, or otherwise.

14.11 Amendment. Any amendment to this Agreement shall be effective only if the same shall be concurred in by the General Partners and a Majority in Interest of the Limited Partners; provided, however, that such concurrence shall not be required in the case of any amendment made hereto by the General Partner pursuant to any provision hereof specifically contemplating such amendment; and provided, further, that no amendment shall be made hereto which would decrease the percentage interest of a Partner in profits and losses and/or cash distributions without the concurrence of the affected Partner.

IN WITNESS WHEREOF, the Parties have executed this Agreement of Limited Partnership on the days and year first above written.

ATTEST:

GENERAL PARTNER:
SHEAR INVESTMENT, INC.

[Signature]

By: [Signature]

[Signature]
Witness

LIMITED PARTNER:
[Signature]
Herbert Shear

SCHEDULE A

General Partner

Capital
Contribution

Shear Investment, Inc.
760 Commonwealth Drive
Warrendale, PA

\$ 5.00

Limited Partner

Capital
Contribution

Herbert Shear
5535-H Forbes Avenue
Pittsburgh, PA 15217

\$ 495.00

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120

Public Meeting held February 11, 1988

Commissioners Present:

Bill Shane, Chairman
William H. Smith, Vice-Chairman
Linda C. Taliaferro
Frank Fischl

Application of General Commodities Warehouse & Distribution Co., Inc., a corporation Pennsylvania, for the right to begin to transport, as a contract carrier, alcohol and alcoholic beverages, for the Pennsylvania Liquor Control Board, between points in Pennsylvania.

A-00101312

F. 3

Pillar and Mulroy, P.C., by John a Pillar, for the applicant.

O R D E R

BY THE COMMISSION:

This matter comes before the Commission on an application filed October 13, 1987. Public notice of the application was published in the Pennsylvania Bulletin of October 31, 1987. No protests were filed and the application is now certified to the Commission for its decision without oral hearing. The record consists of a verified statement filed on behalf of the applicant.

By way of background, this application was filed in response to our interim order, adopted August 20, 1987, in the Application of Xpress Truck Lines, Inc., Docket No. A-00104745, Folder 2. In that case, we found that the recent amendments to the Pennsylvania Liquor Control Board (PLCB) enabling legislation requires that the PLCB use contract carriers for its transportation services. We concluded the order by inviting common carriers, currently hauling for the PLCB, to file applications for the necessary contract carrier permit to serve the PLCB.

Generally, the holding of a certificate of public convenience as a common carrier and a permit as a contract carrier by the same entity is discouraged, but the Commission may allow such a situation "for good cause shown" and when the "certificate and permit shall be held consistently with the public interest." 66 Pa. C.S. §2504. We believe that the statutory requirement, 47 Pa. C.S. §214(b), that PLCB carriers hold contract carrier permit is sufficient "good cause" and is consistent with the public interest to allow a carrier to operate under both a certificate and a permit.

General Commodities Warehouse & Distributing Co., Inc. (General Commodities), is a common carrier, initially certificated in 1979. It currently operates under six paragraphs of authority. The applicant has served the PLCB under its authority and under the warehouseman's exemption for several years. General Commodities operates terminals in West Mifflin, Allegheny County, and Lebanon, Lebanon County. A fleet of twenty-six tractors and thirty-two trailers are available to perform the proposed service. A comprehensive safety program for drivers and vehicles is currently in operation. As evidence of its financial capacity to render the service, the applicant reports assets of \$2,485,513, with liabilities of \$1,517,858, leaving a shareholder's equity of \$967,655. Gross intrastate operating revenue was \$608,535 in 1986.

As evidence of the intention to enter into a contract carrier-shipper relationship, a contract was submitted which meets with the Commission's requirements at 52 Pa. Code §31.45.

After a review of the record before us, we determine that it is sufficient to warrant approval of the application.

We find:

1. That the applicant possesses the necessary equipment to provide the proposed service.
2. That the applicant is financially able to meet the burden of the operation.
3. That the applicant is fit, ready, willing and able to render the proposed service.
4. That the applicant has shown good cause for holding a certificate of public convenience and a contract carrier by motor carrier permit.
5. That the approval of the application is in the public interest and will not interfere with the safety and regulation of common carriers; THEREFORE,

IT IS ORDERED: That the applicant be and is hereby approved and that a permit issue granting the following right:

To transport, as a contract carrier by motor vehicle, alcohol and alcoholic beverages, for the Pennsylvania Liquor Control Board, between points in Pennsylvania.

IT IS FURTHER ORDERED: That upon compliance with the requirements of the Pennsylvania Public Utility Code and the rules and regulations of the Commission relating to the filing of evidence of insurance and the filing of a schedule of minimum rates and charges in accordance with 66 Pa. C.S. §2502, a permit issue evidencing the Commission's approval of the right to operate as above-determined.

IT IS FURTHER ORDERED: That the authority granted herein, to the extent that it duplicates authority now held by or subsequently granted to the carrier, shall not be construed as conferring more than one operating right.

IT IS FURTHER ORDERED: That in the event said applicant has not, on or before sixty (60) days from the date of the service of this order, complied with the requirements hereinbefore set forth, the application shall be dismissed without further proceeding.

BY THE COMMISSION,

Jerry Rich
Secretary

(SEAL)

ORDER ADOPTED: February 11, 1988

ORDER ENTERED: **FEB 19 1988**

PILLAR AND MULROY, P.C.

ATTORNEYS-AT-LAW
SUITE 700

312 BOULEVARD OF THE ALLIES
PITTSBURGH, PA 15222-1916

TELEPHONE (412) 471-3300
FAX: (412) 471-6068

JOHN A. PILLAR
THOMAS M. MULROY
LYNN E. MACBETH

ANTHONY A. SEETHALER, JR.
MARIA M. VERARDI

December 6, 1993

Re: General Commodities Warehouse &
Distributing Co., L.P.--Purchase--
General Commodities Warehouse &
Distributing Co., Inc.
File No. 252-22

Application Section
Pennsylvania Public Utility Commission
P. O. Box 3265
Harrisburg, PA 17105-3265

ATTENTION: Joan Gorenc

Dear Joan:

In accordance with our telephone discussion of December 2, I am enclosing herewith an additional filing fee of \$350.00, payable to the Commission, for purposes of transferring the contract carrier permit of General Commodities Warehouse & Distributing Co., Inc. to the partnership. I understand that this additional filing fee is required because General Commodities Warehouse & Distributing Co., Inc. holds both a common carrier certificate and a contract carrier permit under the same docket number. If anything further is required, please advise.

Very truly yours,


JOHN A. PILLAR

SW

Enclosure

cc: General Commodities Warehouse &
Distributing Co., L.P.

December 31, 1993

John A. Pillar
Attorney at Law
Suite 700
312 Boulevard of the Allies
Pittsburgh, PA 15222

In re: Application of - A-00111142, F.2 - General Commodities Warehouse & Distributing Company, L.P.

Dear Sirs:

Acknowledgement is made of an application filed by you on behalf of General Commodities Warehouse & Distributing

The application has been captioned as attached and will be submitted for review, provided no protests are filed on or before January 24, 1994. If protests are filed, you will be advised as to further procedure.

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.

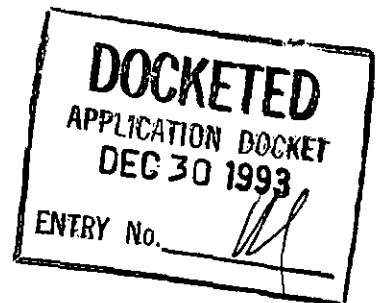
You are further advised that the above application will be published in the Pennsylvania Bulletin of January 1, 1994.

Very truly yours,

David Ehrhart
Supervisor - Application Section
Bureau of Transportation

DE:de

cc: Applicant
499 Nixon Road
Cheswick, PA 15024



A-00111142, Folder 2 GENERAL COMMODITIES WAREHOUSE & DISTRIBUTING COMPANY, L.P., a limited partnership of the Commonwealth of Pennsylvania (499 Nixon Road, Cheswick, Allegheny County, PA 15024) - contract carrier - alcohol and alcoholic beverages, for the Pennsylvania Liquor Control Board, between points in Pennsylvania: which is to be a transfer of the right authorized under the permit issued at A-00101312, F. 3 to General Commodities Warehouse & Distributing Company, Inc., a corporation of the Commonwealth of Pennsylvania, subject to the same limitations and conditions. Attorney: John A. Pillar, Suite 700, 312 Boulevard of the Allies, Pittsburgh, PA 15222.

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

Published in Pennsylvania Bulletin JAN 1 1994

BUREAU OF TRANSPORTATION
CONTRACT CARRIER
December 1993

A-00111142
F. 2

Application of General Commodities Warehouse & Distributing Company, L.P., a limited partnership of the Commonwealth of Pennsylvania, for the right to begin to transport, as a contract carrier, alcohol and alcoholic beverages, for the Pennsylvania Liquor Control Board, between points in Pennsylvania: which is to be a transfer of the right authorized under the permit issued at A-00101312, E. 3 to General Commodities Warehouse & Distributing Company, Inc., a corporation of the Commonwealth of Pennsylvania, subject to the same limitations and conditions.

JG:rs/em
12/16/93

Application received: 11/18/93
Application docketed: 12/3/93

NH

Protests due

DOCUMENT
FOLDER

DOCKETED JAN 24 1994
APPLICATION DOCKET
DEC 30 1993
ENTRY No. JK