

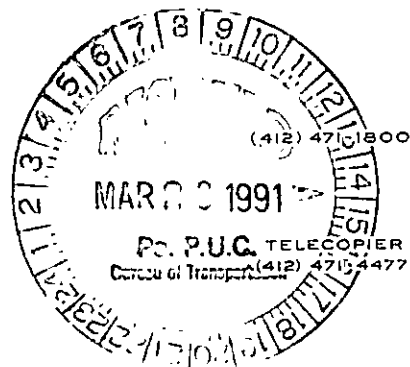
LAW OFFICES

VUONO, LAVELLE & GRAY

2310 GRANT BUILDING

PITTSBURGH, PA. 15210-2383

JOHN A. VUONO
WILLIAM J. LAVELLE
WILLIAM A. GRAY
MARK T. VUONO
RICHARD R. WILSON
DENNIS J. KUSTURISS
CHRISTINE M. DOLFI
PETER J. SCANLON



March 22, 1991

• ALSO MEMBER OF FLORIDA BAR

Re: Application of Russell Golden,
t/d/b/a Predator Trucking Company
Docket No. A-00109468
Our File 3704-3

Mr. Richard White
Technical Review Section
Bureau of Transportation
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17120

Dear Mr. White:

We are enclosing a copy of the executed bilateral contract in connection with the above application. Please clear the contract and advise the Secretary's Office so that the contract carrier permit will be issued.

Thank you for your cooperation in this matter.

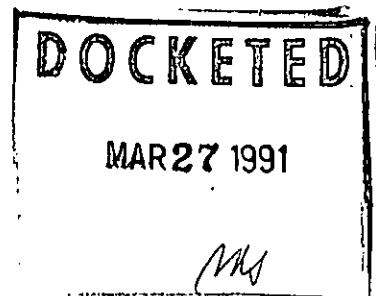
Very truly yours,

VUONO, LAVELLE & GRAY


William A. Gray

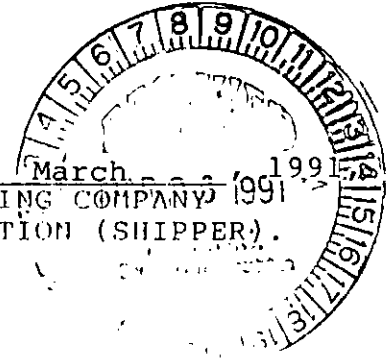
jv

Enclosure



AGREEMENT

This Agreement is made this 1st day of March, 1991, between RUSSELL GOLDEN, E/d/b/a PREDATOR TRUCKING COMPANY (CARRIER) and REACTIVE METALS & ALLOYS CORPORATION (SHIPPER).



I. PREMISES

A. CARRIER has been granted authority by the Pennsylvania Public Utility Commission (PUC) to provide contract carrier service to SHIPPER. A copy of the authority granted is attached hereto as Appendix 1.

B. The parties wish to comply with the regulations of the PUC and have therefore entered into this Agreement.

II. TERMS AND CONDITIONS

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

1. SHIPPER will tender to CARRIER for transportation within the scope of the operating authority granted by the PUC a minimum of one (1) shipment per year while this contract is in effect, unless prevented from doing so by reason of strikes, labor disturbances, plant shutdowns, Acts of God, or for other reasons beyond SHIPPER's control.

2. CARRIER will charge SHIPPER and SHIPPER will pay CARRIER for any transportation performed under this Agreement in accordance with conditions, rates and charges as specified in Appendix 2 attached hereto. These conditions, rates and charges can be modified only by agreement of the parties hereto.

3. CARRIER will accept for transportation such shipments as SHIPPER shall, pursuant to the terms of this Agreement and within the capabilities and legal rights of CARRIER, call upon CARRIER to transport.

4. This Agreement shall continue in effect until terminated by either party by mailing or delivering to the other party thirty (30) days' written notice of termination.

5. This Agreement shall be binding upon the successors, assigns, administrators and executors of the parties hereto.

6. The provisions of this Agreement will not result in any adverse effect on the quality of the human environment.

III. EXECUTION

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Agreement the day and year first above stated.

RUSSELL GOLDEN, t/d/b/a
PREDATOR TRUCKING COMPANY

By: *Russell Golden*
Russell Golden, Owner

REACTIVE METALS & ALLOYS
CORPORATION

By: *Paul Dickard*

APPENDIX 1

SCOPE OF AUTHORITY

To transport, as a contract carrier by motor vehicle, property, for Reactive Metals & Alloys Corporation, from its facilities located in the Township of Taylor, Lawrence County, to points in Pennsylvania, and vice versa;

Subject to the following condition:

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

That no right, power or privilege is granted to transport petroleum and petroleum products in bulk, or dry litharge in bulk.

APPENDIX 2

RATES AND CHARGES

Between Taylor Township, Lawrence County, and Sharon, .
Mercer County: \$192.50

All other movements: \$1.10 per mile, whether loaded or
unloaded.



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

AMM

March 27, 1991

IN REPLY PLEASE
REFER TO OUR FILE

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

In re: Bilateral Contract - A-00109468
Application of Russell Golden t/d/b/a Predator Trucking Company

Dear Mr. Gray:

This will acknowledge receipt of the bilateral contract between Reactor Metals & Alloys Corporation and Russell Golden, t/d/b/a Predator Trucking Company in compliance with our order adopted February 7, 1991.

The contract is in compliance with the provisions prescribed in Title 52, Pa. Code §31.45 and will be placed in the applicant's record accordingly. Thank you.

Very truly yours,

Richard H. White
Technical Review Section
Bureau of Transportation

cc: E. Ditzler
Tariff Section
[Document Folder]

