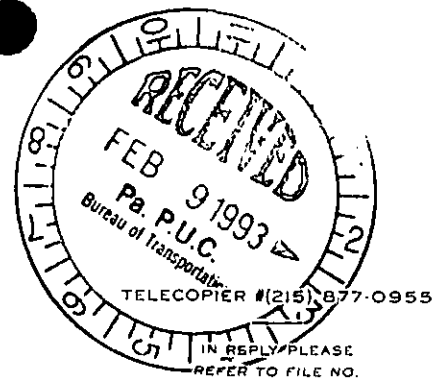


APPLICATION

A-00109534 F1 AMC

LAW OFFICES
LOUIS J. CARTER
7300 CITY LINE AVENUE
PHILADELPHIA, PA. 19151-2291
(215) 879-8665



LOUIS J. CARTER*
JOEL E. MAZOR**
JILL EISEMAN BRONSON**

* PENNA. & D.C. BAR
** PENNA. & N.Y. BAR

20416.151.3 PUC

February 8, 1993

Sent UPS

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

Attn: Bureau of Transportation
Application Section

Re: Application of	Docket No.
JOYCO, INC. t/a RAPID DELIVERY, Transferee	A.109534
CHARIOTS OF FIRE MESSENGER & DELIVERY SERVICE, INC., Transferor	A.107486

Ladies/Gentlemen:

Enclosed for filing are the original and two copies of the following:

- (1) Application for Emergency Temporary Authority and Temporary Authority; and
- (2) Application for Approval of Transfer and Exercise of Common or Contract Carrier Rights.

Also enclosed are:

- (3) Check No. 507 in the amount of \$200 made payable to the "Penna. Public Utility Commission" to cover the cost of the filing fee for the ETA and TA application; and
- (4) Check No. 508 in the amount of \$350. made payable to the "Penna. Public Utility Commission" to cover the cost of the filing fee for the transfer application.

February 8, 1993

Kindly acknowledge receipt on the enclosed copy of this letter and return same in the self-addressed envelope provided.

Sincerely,



LOUIS J. CARTER
Attorney for Transferee

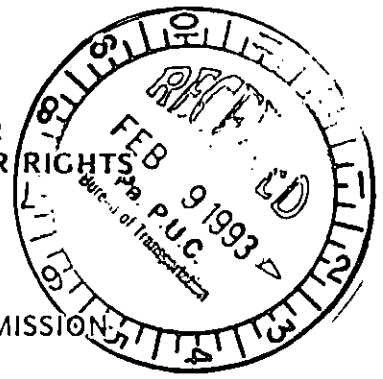
LJC/kmd

(JoycoPUC.306)

Enclosures: As above

cc: Arthur Liebersohn, Trustee for Transferor
Michael Kaliner, Esq., Attorney for Trustee
Joyco, Inc. t/a Rapid Delivery, Attn: Howard Wool
Office of the Secretary (Filing Unit)

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



BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of JOYCO, INC. t/d/b/a RAPID DELIVERY
(Applicant/Transferee-Buyer)

for approval of the transfer and to exercise the right
as a common carrier, described at Docket
(common-contract)
No. A-107486, Folder No. _____, issued to
Chariots of Fire Messenger & Delivery Service, Inc.
(Transferor-Seller)

PUC USE ONLY
Docket No. A-109534
Folder No. 1, Am-C

for transportation of property
(persons-property)



SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

- 1. JOYCO, INC.
(Full and correct name of applicant/transferee)
- 2. t/d/b/a RAPID DELIVERY
(Trade name, if any)

DOCKETED
APPLICATION DOCKET
MAY 19 1993
ENTRY No. [Signature]

The trade name has been registered with the Secretary of the
(has or has not)

Commonwealth on Jan. 29, 1993 (attach copy of stamped registration-form.)
(date)

- 3. 1933 Chestnut Street - rear
(Business Street Address) (P.O. Box, if any)
Philadelphia, Philadelphia PA 19103 (215) 496-9600
(City) (County) (State) (Zip) (Telephone)

NA21

726455

UTILITY TYPE TK STATUS A CLASS 1 DIVISION ASSESS.CODE

TRANS SUB-TYPE TK CHANGE SUB-TYPE

COMPANY NAME CHARIOTS OF FIRE MESS & DELY SV

T/A OR ADDRESS

STREET ADDRESS 702 W. TABOR ROAD

CITY PHILADELPHIA STATE PA ZIP CODE 19120

APPLICATION NO A-00107486 APPL. CODE - DATE A 013189

COUNTIES 06 09 15 22 23 39 46 51

CHANGE COUNTY

T

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.

Applicant is affiliated with Print Express, Inc. (fka Howard Wool Co.)

PUC Docket No. A-108984 Common ownership

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 Transferee went into bankruptcy and rights were sold by Trustee in Bankruptcy.

12a. The following must be attached:

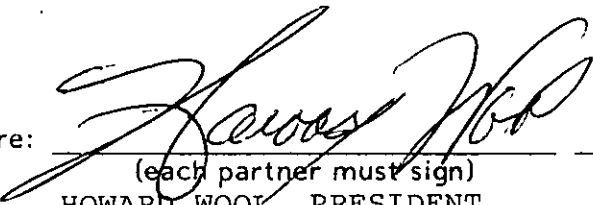
- Exh. 12a 1 Sales Agreement.
- 2 List of equipment to be used to render service. (summarize by type)
- 3 Operating authority to be transferred/retained.
- 4 Statement of Financial Condition.
- 5 Statement of unpaid business debts of transferor and how they will be satisfied.
- 6 Statement of safety program.
- 7 Statement of transferee's experience.

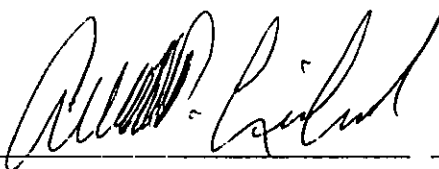
b. Attach the following, as appropriate (check those attached):

- Exh. 12b Partnership Agreement.
- 1 Trade Name registration certificate.
- 2 Certificate of Incorporation. (Pa. Corporation only)
- Certificate of Authority. (Foreign ((out-of-state)) Corporation only)
- 3 Statement of corporate charter purpose. (corporations only)
- 4 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.

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.

Transferee sign here:  1-20-93
(each partner must sign) (Date)
(Corporate Seal) HOWARD WOOL, PRESIDENT
JOYCO, INC.

Transferor sign here:  1/26/93
(Corporate Seal) ARTHUR P. LEIBERSOHN, TRUSTEE

MUST BE COMPLETED BY NOTARILY PUBLIC

AFFIDAVIT OF APPLICANT (Natural Person)

COMMONWEALTH OF PENNSYLVANIA :

_____ County : ss:

_____, 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

TRANSFEREE/BUYER

AFFIDAVIT OF APPLICANT (Corporation)

COMMONWEALTH OF PENNSYLVANIA :

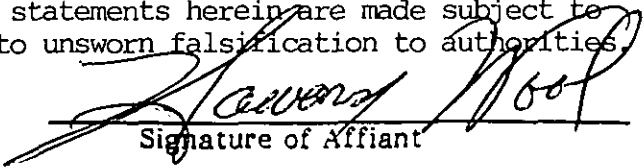
Philadelphia County : ss:

Howard Wool _____, being duly sworn (affirmed) according to law, deposes and says that he is President of JOYCO, INC. _____
(Office of Affiant)

_____; that he is authorized to and does make this
(Name of Corporation)

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
JOYCO, INC. _____ to be able to prove the same
(Name of Corporation)

at the hearing hereof. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.


Signature of Affiant

HOWARD WOOL

Sworn and subscribed before me this _____

day of _____ 19 _____

My Commission Expires _____

Signature of Official Administering Oath

6. That approval of the application as amended and modified is necessary for the accommodation and convenience of the public; THEREFORE,

IT IS ORDERED: That the application be and is hereby approved as amended and modified, and that a certificate be issued granting the applicant the right to operate as follows:

- (1) of P/1 received
2/11/89*
- (1) To transport, as a Class D carrier, property, in parcels or packages, no single parcel or package to exceed one hundred (100) pounds in weight, between points in the counties of Montgomery, Philadelphia, Delaware, Chester and Bucks;
 - (2) To transport, as a Class D carrier, property, in parcels or packages, no single parcel or package to exceed one hundred (100) pounds in weight, from points in the counties of Montgomery, Philadelphia, Chester, Delaware and Bucks, to points in the cities of Allentown, Lehigh County; Reading, Berks County; and Harrisburg, Dauphin County, and within an airline distance of ten (10) statute miles of the limits of each city;

with both rights subject to the following conditions:

- (a) That no right, power or privilege is granted to transport food and foodstuffs.
- (b) That no right, power or privilege is granted to transport wearing apparel.
- (c) That no right, power or privilege is granted to transport parcels or packages except in vans.
- (d) That no right, power or privilege is granted to transport checks, deposit tickets, notes, money orders, drafts, travelers checks, commercial papers, documents, written instruments, office supplies, cash, letters, evidence of indebtedness and securities, either for, to or from banks or banking institutions.
- (e) That no right, power or privilege is granted to provide service to or from points in the borough of Hatboro, Montgomery County, and within an airline distance of five (5) statute miles of the limits of said borough, except deliveries from the counties of Chester, Delaware and Philadelphia.

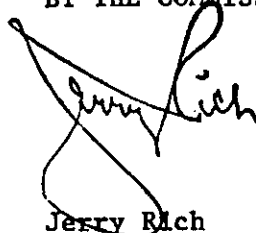
- (f) That no right, power or privilege is granted to provide service from points in that portion of the city and county of Philadelphia bounded by Allegheny Avenue and south to the Walt Whitman Bridge, and further bounded on the south and west by the Schuylkill Expressway (U.S. Highway Route 76).

IT IS FURTHER ORDERED: That upon compliance with the requirements of the Pennsylvania Public Utility Code and the rules and regulations of the Commission relative to the filing and acceptance of evidence of insurance and a tariff establishing just and reasonable rates, a certificate issue evidencing the Commission's approval of the right to operate as above-determined.

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

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

BY THE COMMISSION,

A handwritten signature in black ink, appearing to read "Jerry Rich", written over a large, stylized, looped flourish.

Jerry Rich
Secretary

(SEAL)

ORDER ADOPTED: November 10, 1988

ORDER ENTERED: NOV 17 1988

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:

Philadelphia _____ County :

Arthur P. Liebersohn _____, being duly sworn (affirmed) according to law,
deposes and says that he is Trustee of Chariots of Fire Messenger & Delivery Service, Inc.;
(Office of Affiant) (Name of Corporation)

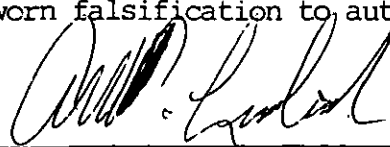
that he is authorized to and does make this affidavit for it; and that the facts above set forth
are true and correct; or are true and correct to the best of his knowledge, information and belief
and that he expects the said Chariots of Fire Messenger & Delivery Service, Inc. to be able to prove the
(Name of Corporation)

same at the hearing hereof. I understand that false statements herein are made subject
to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

Sworn and subscribed before me this _____

day of _____ 19 ____

My Commission expires _____



Signature of Affiant
Arthur P. Liebersohn

Signature of Official Administering Oath

EXHIBIT 12A-1
SALES AGREEMENT

AGREEMENT TO PURCHASE PA PUC OPERATING AUTHORITY
(From Trustee in Bankruptcy)

THIS AGREEMENT is made this 10th day of January, 1993 between ARTHUR P. LIEBERSOHN, TRUSTEE FOR THE ESTATE OF CHARIOTS OF FIRE MESSENGER & DELIVERY SERVICE, INC., a Pennsylvania corporation (SELLER), which formerly maintained an office in Philadelphia, Pennsylvania and JOYCO, INC. t/a RAPID DELIVERY SERVICE, INC., a corporation (BUYER), having an office in Philadelphia, Pennsylvania.

I. PREMISES

A. BUYER is a motor carrier of persons operating in intrastate commerce pursuant to operating authority issued by the Pennsylvania Public Utility Commission (PUC).

B. CHARIOTS filed a voluntary petition under Chapter 7 of the Bankruptcy Code on June 19, 1992 and Order for Relief was entered thereon and said case is pending at Bankruptcy Case No. 92-13745 in the United States Bankruptcy Court for the Eastern District of Pennsylvania ("Bankruptcy Court").

C. SELLER is the owner of a Certificate of Public Convenience issued by the PUC at Application Docket No. A-00107486, a copy of the Order authorizing said operations entered November 17, 1988 is attached hereto as Appendix "A" (herein collectively referred to as "the operating rights").

D. SELLER has agreed to sell and BUYER has agreed to buy all of the operating rights of SELLER, free and clear of all liens, encumbrances, security interests and other claims.

E. This transaction will require the prior approval of the PUC and the Bankruptcy Court in the bankruptcy proceedings involving both SELLER and BUYER. BUYER and SELLER will file and diligently prosecute applications with the PUC for approval of the transaction pursuant to the applicable provisions of the Pennsylvania Public Utility Code.

F. The Bankruptcy Court has approved the transaction pursuant to the applicable provisions of the Bankruptcy Code by order of Bankruptcy Judge David A. Scholl on November 19, 1992. A copy of said Order is attached hereto as Appendix "B".

II. TERMS AND CONDITIONS

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

1. Purchase Agreement.

SELLER will sell to BUYER and BUYER will buy, free and clear of all liens, encumbrances, security interests and other claims, all of the Pennsylvania intrastate operating rights owned by SELLER under its outstanding Certificate of Public Convenience issued by the PUC at Application Docket A.00107486, a copy of the Order authorizing said operations entered November 17, 1988 is attached hereto as Appendix "A".

2. Price and Payment.

BUYER will pay to SELLER for the operating rights the total sum of Twenty Thousand Dollars (\$20,000.00) which shall be paid as follows:

2.1 Four Thousand Dollars (\$4,000.00) (herein called "the escrow fund") to be deposited in escrow upon execution of this Agreement and held and disposed of in accordance with the provisions of paragraph 3 of this Agreement receipt of which is hereby acknowledged; and

2.2 Sixteen Thousand Dollars (\$16,000.00) in cash or certified or cashier's check on the closing date as specified in paragraph 18 of this Agreement.

3. Escrow Fund.

3.1 Escrow Agents. The escrow fund provided for under sub-paragraph 2.1 and 2.2 is to be deposited in escrow with Arthur P. Liebersohn, Trustee (herein called the "Escrow Agent"), who agrees to serve in accordance with the terms and conditions of this Agreement.

3.2 Depository. The escrow fund shall be placed in an interest-bearing savings account or invested in other interest-bearing securities.

3.3 Interest. Any interest earned on the escrow fund prior to the closing date shall be payable to or credited to the BUYER.

3.4 Disposition of Escrow Fund. The escrow fund shall be returned to BUYER by the Escrow Agent if the transaction is not consummated as a result of the denial of approval of the application by the PUC or if the Agreement is terminated or nullified pursuant to the terms hereof.

3.5 Refusal to Consummate. In the event of the approval of the application by the PUC and in the absence of termination or nullification in accordance with the aforesaid paragraphs:

(a) by BUYER. If BUYER refuses to consummate the transaction in accordance with the terms of this Agreement, the escrow fund shall be retained by SELLER as liquidated damages. In such event this Agreement shall forthwith terminate and the parties shall have no further rights or responsibilities hereunder.

(b) by SELLER. If SELLER refuses to consummate the transaction in accordance with the terms of this Agreement, BUYER shall have the option to terminate this Agreement by giving SELLER written notice thereof within thirty (30) days after the latest date for consummation of the transaction in accordance with the terms hereof. In such event, this Agreement shall forthwith terminate, and the parties shall have no further rights or responsibilities hereunder and the escrow fund shall be promptly returned to BUYER.

In the alternative, if the aforesaid option is not exercised by BUYER, BUYER shall have the right to exercise against SELLER all rights which BUYER may have under this Agreement. In such event, the Escrow Agent shall continue to hold the escrow fund pending final resolution of the dispute between the parties.

3.6 Indemnification. The Escrow Agent will not be paid a fee for his services as escrow agent and accordingly, SELLER and BUYER agree to jointly and severally indemnify and hold harmless the Escrow Agent from any claims, causes of action, or adverse effects resulting from their appointment as Escrow Agent or any actions taken pursuant thereto.

4. 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.

4.1 The parties will jointly and promptly file with the PUC applications seeking permanent approval of the purchase of the operating rights by BUYER from SELLER; and

4.2 It shall be a condition of this agreement that BUYER will promptly file with the PUC, applications seeking emergency and regular temporary authority for BUYER to operate rights of SELLER pending action on the permanent application by the PUC.

4.3 BUYER shall pay the cost of all filing fees in connection with the filing of the applications.

4.4 BUYER and SELLER will, with due diligence and in good faith, cooperate fully in the preparation, filing and prosecution of the applications to the PUC and agree to join in and execute such applications and other documents, subject to the approval of counsel.

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

4.6 Counsel for BUYER will prepare the necessary permanent, emergency temporary and regular temporary authority applications.

4.7 Each party shall bear the expense of its legal counsel, its accountants, and other witnesses, if any, in the proceedings before the PUC.

5. Approval of PUC Application Subject to Restrictions.

5.1 If the PUC, by its final order, approves the emergency temporary, regular temporary or permanent application,

subject to conditions which materially or substantially restrict, delete or cancel any of the operating rights or limit the use of the operating rights by BUYER, BUYER shall have the option to refuse to consummate the transaction by giving SELLER written notice thereof within thirty (30) days after the service date of any such order. In the absence of the exercise of the aforesaid option, any such restrictions shall be considered modifications hereto and this agreement, as modified, shall remain in full force and effect.

5.2 The terms and conditions of this paragraph shall be subject to the appeal provisions set forth in paragraph 7.

6. Denial of the PUC Application.

6.1 In the event the PUC, by its final order, should deny approval of the permanent application, this agreement shall, at the option of BUYER, be null and void. In such event, the parties shall have no further rights or obligations with respect thereto under this agreement.

6.2 The terms and conditions of this paragraph shall be subject to the appeal provisions set forth in paragraph 7.

7. Appeals.

7.1 In the event the PUC, by its final order, should deny the emergency temporary, regular temporary or permanent application or if the PUC grants the emergency temporary, regular temporary or permanent application subject to conditions of the type set forth in paragraph 5, either party may seek reconsideration or rehearing or judicial review of said order to the extent available.

7.2 In the event that either party elects to seek reconsideration, rehearing or judicial review, the termination provisions set forth in paragraphs 5 and 6 shall not become effective until the exhaustion of such judicial remedies. In such event, if the final order of the PUC denying the permanent application is sustained by the Court, BUYER may exercise the right to terminate as set forth in paragraph 5 within twenty (20) days after the service of the order or judgment of the last Court of Review.

7.3 For the purposes of this agreement, the term "final order" shall be defined as an order of the PUC finally determining the application, specifically (a) in the case of the denial of the emergency temporary, regular temporary or permanent application, upon the expiration of the period permitted by the Rules of Practice and regulations of the PUC or by the PUC Order, whichever time period is greater, within which petitions for rehearing, reargument, reconsideration or a finding of general transportation importance may be filed, or upon denial of any such petitions, if filed; and (b) in the case of approval of such applications, the effective date of the order of approval unless stayed by the PUC or by a court.

8. No Assumption of Liabilities.

8.1 Neither BUYER nor SELLER assume any claims, debts, causes of action, judgments or other liabilities or obligations of the other party by reason of this agreement.

9. Seller's Representation and Warranties.

SELLER represents to the best of his knowledge, information and belief as follows:

9.1 That the Certificate of Public Convenience evidencing the PUC operating rights have been duly issued by the PUC; that the operating rights are in good standing with the PUC and he has not received any notices of any citations, complaints, investigations or enforcement proceedings pending or threatened against SELLER by the PUC, the Pennsylvania Department of Transportation or any other regulatory agency.

9.2 That by virtue of the Order of the Bankruptcy Court dated November 19, 1992, approving the sale of the PUC operating rights to SELLER, the operating rights are not subject to any liens, encumbrances, security interests or claims of any kind arising out of or related to the bankrupt's estate. Should any such liens, encumbrances, security interests or other claims be applicable to the subject operating rights pending consummation of the transaction, BUYER may cancel this agreement and the deposit will be returned forthwith.

9.3 That he has not received any notice of any actions at law or equity, nor any proceedings before any agency pending or threatened against SELLER to revoke, suspend or otherwise restrict the operating authority.

9.4 These representations shall survive the closing.

10. BUYER'S Representations and Warranties.

BUYER represents and warrants as follows:

10.1 BUYER is a corporation, and has full power and authority to engage in the proposed business and to enter into this transaction.

10.2 BUYER has taken appropriate action to enter into this Agreement, the necessary approval of the Bankruptcy Court has been secured and BUYER is properly authorized to execute and deliver this Agreement and such other documents as may be necessary to effectuate the purposes of the Agreement.

10.3 The execution and performance of this agreement by BUYER will not violate any provisions of law.

11. PUC Assessments, Fines, Penalties and Reports.

11.1 In the event the PUC requires payment of any assessments, fines or penalties imposed against the debtor or requires the filing of any reports, SELLER shall timely file the necessary reports and the amount of any unpaid fines, penalties and/or assessments shall be timely paid by BUYER.

12. Operating Rights Unique.

12.1 The parties agree that the PUC operating rights which are the subject of this agreement are unique and are not otherwise obtainable.

13. Assignment.

Neither party shall have the right to transfer or assign this agreement without securing the prior written consent of the other party.

14. Arbitration.

14.1 Any dispute under this agreement shall be determined by arbitration conducted in accordance with the procedures of the American Arbitration Association. Each party shall appoint one arbitrator and notify the other of such

appointment within ten (10) days after written request for appointment of an arbitrator is received from the other party. If the party so requested fails to appoint an arbitrator, the party making the request shall be entitled to designate two arbitrators. The two arbitrators shall then select a third arbitrator.

14.2 The decision of a majority of the arbitrators shall be conclusive and binding upon the parties. The arbitrators shall have the right to determine how their decision may be implemented or enforced. There shall be no appeal from the decision of the arbitrators.

14.3 No action to compel arbitration pursuant to this agreement may be brought in the Bankruptcy Court in Philadelphia, PA. Application may also be made to such Court for confirmation of any decision or award of a majority of the arbitrators, for an order of enforcement of the decision or award and for any other remedies which may be necessary to effectuate such decision or award. The parties hereto consent to the jurisdiction of the arbitrators and of such Court and waive any objection to the jurisdiction of the arbitrators and the Court.

14.4 The costs of any arbitration proceeding shall be shared equally by the parties. The costs of any court actions of the type authorized in this paragraph shall be borne by the party taking such action.

15. Survival of Representations and Warranties.

15.1 All provisions in this agreement applicable to BUYER and SELLER shall be deemed to be representations and warranties and shall survive the consummation of the transaction. SELLER acknowledges that all warranties, representations and covenants made in this agreement are for the purpose and with the intent of inducing BUYER to purchase the operating rights. BUYER

acknowledges that all warranties, representations and covenants made in this agreement are for the purpose and with the intent of inducing SELLER to sell the operating rights.

16. Closing.

16.1 This transaction will be consummated on the closing date. The closing date shall be the day selected by agreement of the parties on the thirty-fifth (35th) day after the date of the entry of the final order of the PUC approving the permanent application. The time of day and location of the closing shall be mutually agreed upon by the parties.

17. Rights of Successors and Assigns.

17.1 This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest, assigns and legal representatives.

18. Notices.

18.1 Any notices, demands or other communications delivered or tendered under this agreement shall be in writing and shall be sufficient if sent by registered or certified mail with return receipt requested to the parties, with copies thereof to their respective legal counsel, at the addresses shown below:

SELLER:

Arthur P. Liebersohn, Trustee
924 Cherry Street, 4th Floor
Philadelphia, PA 19106

Attorney for SELLER:

Michael H. Kaliner, Esq.
312 Oxford Valley Road
Fairless Hills, PA 19030

BUYER:

Howard Wool c/o Joyco Inc. t/a Rapid Delivery
1933 Chestnut Street-rear
Philadelphia, PA 19103

Attorney for BUYER:

Louis J. Carter, Esq.
7300 City Line Avenue
Philadelphia, PA 19151

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

19. Construction.

19.1 This agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

20. Entire Agreement of Parties.

20.1 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, guaranties, representations or other information unless expressly and specifically set forth in this Agreement or an addendum thereto properly executed by the parties.

21. Paragraph Headings.

21.1 The heading 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.

III. EXECUTION

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

SELLER:

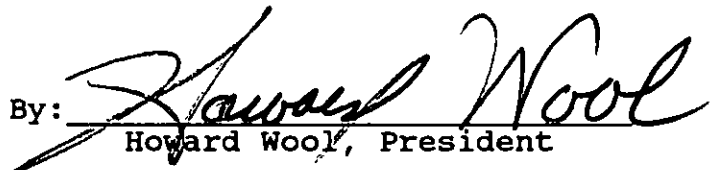


Arthur P. Liebersohn, Trustee

BUYER:

JOYCO, INC. t/a RAPID DELIVERY

By:



Howard Wool, President

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120

Public Meeting held November 10, 1988

Commissioners Present:

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

**DOCUMENT
FOLDER**

Application of Chariots of Fire Messenger & Delivery Service, Inc., a corporation of the Commonwealth of Pennsylvania, for the right to begin to transport, as a common carrier by motor vehicle, (1) parcels and packages, no single parcel or package to exceed one hundred (100) pounds in weight, between points in the counties of Montgomery, Philadelphia, Delaware, Chester and Bucks; and (2) property, from points in the counties of Montgomery, Philadelphia, Chester, Delaware and Bucks, to points in the cities of Allentown, Lehigh County; Reading, Berks County; and Harrisburg, Dauphin County and within an airline distance of ten (10) statute miles of the limits of each city.

A-00107486

DOCKETED

NOV 29 1988

Blank, Rome, Comiskey & McCauley, by Kathleen Herzog Larkin for the applicant
McAllister & Gallagher, by Mary C. Kenney for protestant, Metro Transportation Company, t/d/b/a Yellow Cab Company
Graf, Andrews & Radcliff, by David H. Radcliff for protestant, Silver Line, Inc.
Casey and Rossi, by William H. R. Casey for protestant, Hathboro Delivery Service, Inc.
Kriner, Koerber and Kirk, by Dwight L. Koerber, Jr., for protestant, Kephart Trucking Co.
Rhoads & Sinon, by J. Bruce Walter for protestant, Hess Trucking Company
Margolis, Edelstein, Scherlis, Sarowitz and Kraemer, by Edwin L. Scherlis for protestant, G & D Parcel Delivery, Inc.
Albert L. Evans, Jr., for protestant, Evans Delivery Company, Inc.
Raymond A. Thistle, Jr., for protestant, Courier Unlimited, Inc.
Louis J. Carter for protestant, American Expediting Company

Abrahams & Loewenstein, for protestant, Jamour, Inc., t/d/b/a Quick Courier Service, and Choice Courier Systems
John E. Fullerton for protestants, DePen Line, Inc. and Hall's Motor Transit Co.

O R D E R

BY THE COMMISSION:

This matter comes before the Commission by an application filed on June 18, 1987, and published in the Pennsylvania Bulletin of July 4, 1987. Thirteen carriers protested the application. Hearings were held in Philadelphia on January 13, 1988 and March 31, 1988, with ALJ Sheldon W. Farber presiding. A total of 212 pages of testimony were developed from both hearings. Testimony was taken from a representative of the applicant and one shipper witness.

During the interim between the hearings, a series of restrictive amendments were submitted by the applicant which resulted in the withdrawal of all but one protestant. Evans Delivery Company, Inc. did not appear at either of the hearings, and the protest was subsequently dismissed by ALJ Farber for lack of prosecution and the unopposed application was then referred for further handling under modified procedure. Verified statements were submitted by the applicant and 10 supporting shippers.

The restrictive amendments have the effect of precluding certain services such as the transportation of specifically named commodities; precluding service in certain areas of Philadelphia; precluding service in vehicles other than van-type vehicles, and prohibiting same-day service except in emergency situations. The restrictions will be more thoroughly described and discussed elsewhere in this order.

William F. Crockett, president of Chariots of Fire Messenger & Delivery Service, Inc. (or applicant), located at 6801 State Road, Philadelphia, has entered a verified statement. The corporation was chartered under the laws of Pennsylvania on April 10, 1987. William F. Crockett is sole stockholder and president; David A. Crockett is secretary; Mary Kay Crockett is treasurer. Neither the corporation nor its officers are affiliated with other carriers. It currently holds I.C.C. authority, but none from this Commission.

The applicant's Philadelphia terminal at 6801 State Road is a 15,000-square-foot warehouse equipped with telephones. It conducts operations with three Dodge vans and three Chevrolet vans under long-term lease arrangements with owner-operators. Each vehicle is thoroughly serviced everyday by an employee familiar with the vehicles.

A statement of assets and liabilities shows that as of December 31, 1987, the applicant had current assets of \$4,032, total assets of \$35,887, with current liabilities of \$38,871 and total liabilities of \$51,978, leaving

a deficit in stockholders' equity of \$16,101. A statement of income for the nine-month period ended December 31, 1987, shows that from revenues of \$366,601, the applicant incurred expenses of \$382,702, resulting in a net operating loss of \$16,101.

Ann Saunders, president of Sumanco Office Products located in Philadelphia, supports the applicant. In its business of selling office supplies such as furniture, paper, pens, stationery and copier toner, it has need for transportation services to customers in the counties of Bucks, Montgomery, Chester, Delaware and Philadelphia. It needs the package and parcel delivery type of service proposed by the applicant.

Jack Quinn is president of Superior Office Supply, Inc., 1900 East Ontario Street, Philadelphia, and states that he ships several packages every day weighing up to 100 pounds, to points such as King of Prussia, Blue Bell, West Chester, Norristown, Philadelphia, Warminster, Bristol, Trevoise, etc. It will use the applicant on a daily basis.

Bill Helsel, warehouse manager for Modern Office Supplies, Philadelphia, ships office supplies to customers in each of the five counties, and requires deliveries and pickups in Allentown and Harrisburg and within an area of approximately 10 miles of each city. It supports the applicant and would welcome the service proposed herein.

John Zahner is a partner in Alpha Copy Paper Co., located in Drexel Hill, Delaware County. He requires the proposed type of transportation services for copiers, office furniture, paper, pens, writing pads, file folders, etc., to points in the five-county area approximately 20 times a month. The applicant now provides dependable service in interstate commerce. The ability to use it throughout Pennsylvania will be accommodating.

Larry Cylinder, owner of Express Office Supplies, Conshohocken, Montgomery County, supports the applicant. The applicant would be used to transport products such as paper, computer paper, pens, pencils, paper clips, file folders and small business machines, every day to customers in Bucks, Chester, Delaware, Montgomery and Philadelphia Counties, and to make pickups at its customers for return to Conshohocken. An average of 15 packages a day are involved.

Greg Myers is director of operations for Philadelphia Stationers, Inc., 10551 Decatur Road, Philadelphia, which distributes various types of office supplies to customers within an approximate 60-mile radius, and to Allentown in Lehigh County. The applicant has given its guarantee that all service requirements will be met.

Mark J. Prince is the owner of The Repair Department located in Blue Bell, Montgomery County, and supports the applicant. The company also has offices in Philadelphia. The applicant would be used to transport small business machines, such as paper shredders, to a variety of points in the five counties, and to make pickups at those same customer locations for transportation back to both Blue Bell and Philadelphia. The proposed type of service is essential to the company's business and will be used regularly.

Agnes B. Hogan is the administrator's secretary for H. David Siegfried Company located in Philadelphia and has entered a supporting verified statement. The commodities requiring the applicant's services include graphic arts equipment such as paper, film, and chemicals. Shipments are made to points within a 70-mile radius of Philadelphia. It has used two other well-known package delivery carriers and received poor service. Although the company uses its own trucks on occasion, it would rather rely on outside carriers and will use the applicant.

Ross R. Hibbert is vice president of Hibbert's Office Supplies, Inc., located in Glenside, Montgomery County. It has approximately 1,500 customers in the five-county area and has a definite need for the proposed service. The applicant has agreed to arrive at the company dock with a van once a day, making 10 delivery stops a day.

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DISCUSSION AND FINDINGS

By the immediate application, as initially filed, Chariots of Fire Messenger & Delivery Service, Inc., seeks a common carrier certificate which would give it the beginning right to provide service in the following manner:

- (1) To transport, as a common carrier, parcels and packages, no single parcel or package to exceed one hundred (100) pounds in weight, between points in the counties of Montgomery, Philadelphia, Delaware, Chester and Bucks.
- (2) To transport, as a common carrier, property, from points in the counties of Montgomery, Philadelphia, Chester, Delaware and Bucks, to points in the cities of Allentown, Lehigh County; Reading, Berks County; and Harrisburg, Dauphin County, and within an airline distance of ten (10) statute miles of the limits of each city.

Pursuant to a series of restrictive amendments, the proposed rights have been further conditioned to the following extent:

- (a) That no right, power or privilege is granted to transport food commodities.

- (b) That no right, power or privilege is granted to transport wearing apparel.
- (c) That no right, power or privilege is granted to transport parcels and packages that exceed 100 pounds.
- (d) That no right, power or privilege is granted to transport parcels and packages except in vans.
- (e) That no right, power or privilege is granted to transport checks, deposit tickets, notes, money orders, drafts, travelers checks, commercial papers, documents, written instruments and office supplies, either by pickup from or delivery to, banking institutions in the counties of Philadelphia, Chester, Delaware, Bucks, Montgomery and Lehigh.
- (f) That no right, power or privilege is granted to provide service either by pickup from or delivery to the borough of Hatboro, Montgomery County, and within a five-mile radius thereof, except deliveries from the counties of Chester, Delaware and Philadelphia.
- (g) That no right, power or privilege is granted to provide pickups in that portion of the city and county of Philadelphia bounded by Allegheny Avenue and south to the Walt Whitman Bridge, and further bounded on the south and west by U.S. Highway Route 76, the Schuylkill Expressway.
- (h) That no right, power or privilege is granted to provide service where the request for service is received the same day as the pickup and delivery of the parcel; except that applicant may provide same-day service on an emergency basis for customers with standing orders for next-day service.
- (i) That no right, power or privilege is granted to provide service for banks and banking institutions, to transport cash, letters, checks, drafts, evidence of indebtedness, securities and other commercial papers.

It has been made clear by the testimony developed at oral hearing and by the applicant's supplemental verified statement, that the type of service to be rendered under both proposed rights is service of the kind

commonly referred to as "parcel and package pickup and delivery service" with, in this case, the weight of each parcel or package not to exceed 100 pounds in weight. The authority as initially proposed in Right (1) was clear in this respect. The authority as initially proposed in Right (2) called for the unrestricted transportation of property, however, the amendment proposed in Condition (c) relegates all service to the transportation of parcels and packages not to exceed 100 pounds.

While the 10 supporting shippers do not represent each and every point of origin or destination in the proposed area of operation, we do recognize the fact that they are of the type that can readily avail themselves of a parcel or package delivery service. There are those shippers that ship to customers within a radius of 60 to 75 miles of their facilities which would encompass the further extremities of the proposed territory, specifically Berks and Lehigh Counties. One shipper ships regularly to Dauphin County. We believe the supporting shippers are sufficiently representative of the businesses in the application area who would find the service useful.

The applicant is a certificated carrier in interstate commerce. Although its current financial condition appears somewhat strained, it could very well be that the additional business to be generated from the proposed service will enhance its position considerably. We believe it has the experience, equipment and wherewithal to adequately render the service.

We believe several of the conditions which were imposed by the restrictive amendments warrant discussion. Specifically, we have problems with the conditions identified as (d), (e), (h) and (i).

Conditions (e) and (i) appear duplicative. Condition (e) prohibits transportation of specifically named financial documents to and from banking institutions in the counties of Philadelphia, Chester, Delaware, Bucks, Montgomery and Lehigh. Condition (i) prohibits the transportation of additional specific documents for banks and banking institutions in all of the proposed territory. We believe it is fitting to combine these conditions for clarification purposes and to eliminate unnecessary problems of future interpretation.

Condition (d) restricts the applicant to providing service with the use of "vans" only. The term "van" can be held to mean certain things to certain people, and clarification in this regard is also deemed appropriate. The exact amount of equipment available to the applicant is unclear. In the applicant witness testimony taken at the hearing of January 13, 1988, he states that the corporation owns one step van and two Econoline vans, and leases a 20-foot straight truck with an option to purchase. In his verified statement of July 15, 1988, the same witness states that the company leases six Dodge and Chevrolet vans from various sources. What is clear, however, is that the service will be provided with the closed step-in van-type vehicle as opposed to tractor-semi trailer units.

The applicant witness was questioned under cross-examination regarding the use of the 22-foot straight truck. It has been his experience

in renting equipment that anything up to 22 foot is considered a van truck and, under this context, plans to use the 20-foot vehicle. The witnesses' remarks in this respect went uncontested. Webster's New Collegiate Dictionary defines a van as "a usually enclosed wagon or motortruck used for transportation of goods or animals".

We believe the public interest is the paramount issue here. If the applicant can best meet the public interest with the use of vans and thereby including a straight truck as being within the realm of "vans" without objection of the protestants, we do not intend to use this application as the vehicle in which to argue the matter. It is to be understood here and for future interpretation that service can only be provided with what is commonly regarded as a step-in or Econoline-type vehicle and/or straight trucks having fixed, closed van-type bodies.

Condition (h) has the effect of prohibiting the applicant from providing its customers with same-day service, except in emergency situations. It is difficult to hold that it would be in the public interest to prohibit a carrier from providing same-day pickup and delivery service for its customers if it has such capabilities. Undoubtedly, there are other carriers whose authority is limited to same-day service because that is what they applied for. To insist that other carriers be prevented from providing the same type of good service merely to prevent competition, cannot be construed as being in the public interest.

In the applicant's anxiety to satisfy the protestants of record, it has apparently acquiesced by agreeing to conditions which are either conflicting and duplicating in nature, or not conducive to the best interest of the public. Those conditions as previously discussed will be either modified or omitted from any authority granted hereinafter. The court has upheld our right to reject restrictive conditions when they are not in the public interest. Glenside Suburban Radio Cab, Inc. v. Pa. P.U.C., 49 Commonwealth Ct. 523 (1980).

We find:

1. That the applicant is fit, ready, willing and able to render the service as amended and modified.
2. That two of the conditions pertaining to service to, from or for banks or banking institutions are duplicative and will be combined.
3. That the condition prohibiting the applicant from rendering same-day service except in emergency situations is not in the public interest.
4. That a van, for purposes of this application, is a step-in or Econoline type vehicle and/or straight trucks having fixed, closed van-type bodies.
5. That a public need for the service as proposed, amended and modified does exist.

6. That approval of the application as amended and modified is necessary for the accommodation and convenience of the public; THEREFORE,

IT IS ORDERED: That the application be and is hereby approved as amended and modified, and that a certificate be issued granting the applicant the right to operate as follows:

- (1) To transport, as a Class D carrier, property, in parcels or packages, no single parcel or package to exceed one hundred (100) pounds in weight, between points in the counties of Montgomery, Philadelphia, Delaware, Chester and Bucks;
- (2) To transport, as a Class D carrier, property, in parcels or packages, no single parcel or package to exceed one hundred (100) pounds in weight, from points in the counties of Montgomery, Philadelphia, Chester, Delaware and Bucks, to points in the cities of Allentown, Lehigh County; Reading, Berks County; and Harrisburg, Dauphin County, and within an airline distance of ten (10) statute miles of the limits of each city;

with both rights subject to the following conditions:

- (a) That no right, power or privilege is granted to transport food and foodstuffs.
- (b) That no right, power or privilege is granted to transport wearing apparel.
- (c) That no right, power or privilege is granted to transport parcels or packages except in vans.
- (d) That no right, power or privilege is granted to transport checks, deposit tickets, notes, money orders, drafts, travelers checks, commercial papers, documents, written instruments, office supplies, cash, letters, evidence of indebtedness and securities, either for, to or from banks or banking institutions.
- (e) That no right, power or privilege is granted to provide service to or from points in the borough of Hatboro, Montgomery County, and within an airline distance of five (5) statute miles of the limits of said borough, except deliveries from the counties of Chester, Delaware and Philadelphia.

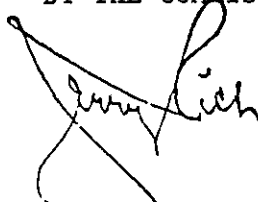
- (f) That no right, power or privilege is granted to provide service from points in that portion of the city and county of Philadelphia bounded by Allegheny Avenue and south to the Walt Whitman Bridge, and further bounded on the south and west by the Schuylkill Expressway (U.S. Highway Route 76).

IT IS FURTHER ORDERED: That upon compliance with the requirements of the Pennsylvania Public Utility Code and the rules and regulations of the Commission relative to the filing and acceptance of evidence of insurance and a tariff establishing just and reasonable rates, a certificate issue evidencing the Commission's approval of the right to operate as above-determined.

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

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

BY THE COMMISSION,



Jerry Rich
Secretary

(SEAL)

ORDER ADOPTED: November 10, 1988

ORDER ENTERED: NOV 17 1988

IN THE
UNITED STATES BANKRUPTCY COURT
FOR THE
EASTERN DISTRICT OF PENNSYLVANIA

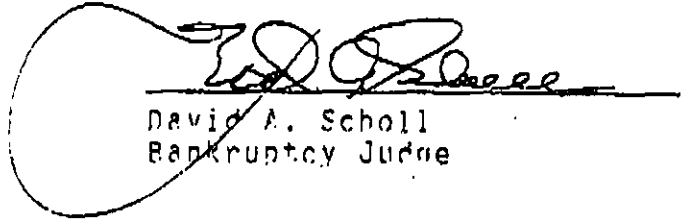
IN RE: : Chapter 7
CHARIOTS OF FIRE MESSENGER :
AND DELIVERY SERVICE, INC. :
Debtor : Bankruptcy No. 92-13745S

ORDER

AND NOW, this 19th day of November, 1992, upon consideration of the Trustee's Motion for Leave to Sell Debtor's Assets Free and Clear of Liens and no objection having been filed, it is hereby ORDERED AND DECREED that:

1. The trustee is authorized to sell Debtor's Public Utility Commission Certificate No. A-107486 to Rapid Delivery and Messenger Service, Inc. for the sum of \$20,000.00 free and clear of liens; and
2. The Trustee is authorized to sell Debtor's vehicles and equipment at public auction free and clear of liens.

BY THE COURT:


David A. Scholl
Bankruptcy Judge

Michael H. Kaliner, Esquire
312 Oxford Valley Road
Fairless Hills, Pennsylvania 19030

ENTERED 11/20/92
4 Notices mailed on
11/20/92 By
auc Deputy Clerk

32

EXHIBIT 12A-2
LIST OF EQUIPMENT

List of equipment to be used to render service

All vehicles are leased.

EXHIBIT 12A-3
OPERATING AUTHORITY

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120

Public Meeting held November 10, 1988

Commissioners Present:

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

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We believe several of the conditions which were imposed by the restrictive amendments warrant discussion. Specifically, we have problems with the conditions identified as (d), (e), (h) and (i).

Conditions (e) and (i) appear duplicative. Condition (e) prohibits transportation of specifically named financial documents to and from banking institutions in the counties of Philadelphia, Chester, Delaware, Bucks, Montgomery and Lehigh. Condition (i) prohibits the transportation of additional specific documents for banks and banking institutions in all of the proposed territory. We believe it is fitting to combine these conditions for clarification purposes and to eliminate unnecessary problems of future interpretation.

Condition (d) restricts the applicant to providing service with the use of "vans" only. The term "van" can be held to mean certain things to certain people, and clarification in this regard is also deemed appropriate. The exact amount of equipment available to the applicant is unclear. In the applicant witness testimony taken at the hearing of January 13, 1988, he states that the corporation owns one step van and two Econoline vans, and leases a 20-foot straight truck with an option to purchase. In his verified statement of July 15, 1988, the same witness states that the company leases six Dodge and Chevrolet vans from various sources. What is clear, however, is that the service will be provided with the closed step-in van-type vehicle as opposed to tractor-semi trailer units.

The applicant witness was questioned under cross-examination regarding the use of the 22-foot straight truck. It has been his experience

in renting equipment that anything up to 22 foot is considered a van truck and, under this context, plans to use the 20-foot vehicle. The witnesses' remarks in this respect went uncontested. Webster's New Collegiate Dictionary defines a van as "a usually enclosed wagon or motortruck used for transportation of goods or animals".

We believe the public interest is the paramount issue here. If the applicant can best meet the public interest with the use of vans and thereby including a straight truck as being within the realm of "vans" without objection of the protestants, we do not intend to use this application as the vehicle in which to argue the matter. It is to be understood here and for future interpretation that service can only be provided with what is commonly regarded as a step-in or Econoline-type vehicle and/or straight trucks having fixed, closed van-type bodies.

Condition (h) has the effect of prohibiting the applicant from providing its customers with same-day service, except in emergency situations. It is difficult to hold that it would be in the public interest to prohibit a carrier from providing same-day pickup and delivery service for its customers if it has such capabilities. Undoubtedly, there are other carriers whose authority is limited to same-day service because that is what they applied for. To insist that other carriers be prevented from providing the same type of good service merely to prevent competition, cannot be construed as being in the public interest.

In the applicant's anxiety to satisfy the protestants of record, it has apparently acquiesced by agreeing to conditions which are either conflicting and duplicating in nature, or not conducive to the best interest of the public. Those conditions as previously discussed will be either modified or omitted from any authority granted hereinafter. The court has upheld our right to reject restrictive conditions when they are not in the public interest. Glenside Suburban Radio Cab, Inc. v. Pa. P.U.C., 49 Commonwealth Ct. 523 (1980).

We find:

1. That the applicant is fit, ready, willing and able to render the service as amended and modified.
2. That two of the conditions pertaining to service to, from or for banks or banking institutions are duplicative and will be combined.
3. That the condition prohibiting the applicant from rendering same-day service except in emergency situations is not in the public interest.
4. That a van, for purposes of this application, is a step-in or Econoline type vehicle and/or straight trucks having fixed, closed van-type bodies.
5. That a public need for the service as proposed, amended and modified does exist.

6. That approval of the application as amended and modified is necessary for the accommodation and convenience of the public; THEREFORE,

IT IS ORDERED: That the application be and is hereby approved as amended and modified, and that a certificate be issued granting the applicant the right to operate as follows:

- (1) To transport, as a Class D carrier, property, in parcels or packages, no single parcel or package to exceed one hundred (100) pounds in weight, between points in the counties of Montgomery, Philadelphia, Delaware, Chester and Bucks;
- (2) To transport, as a Class D carrier, property, in parcels or packages, no single parcel or package to exceed one hundred (100) pounds in weight, from points in the counties of Montgomery, Philadelphia, Chester, Delaware and Bucks, to points in the cities of Allentown, Lehigh County; Reading, Berks County; and Harrisburg, Dauphin County, and within an airline distance of ten (10) statute miles of the limits of each city;

with both rights subject to the following conditions:

- (a) That no right, power or privilege is granted to transport food and foodstuffs.
- (b) That no right, power or privilege is granted to transport wearing apparel.
- (c) That no right, power or privilege is granted to transport parcels or packages except in vans.
- (d) That no right, power or privilege is granted to transport checks, deposit tickets, notes, money orders, drafts, travelers checks, commercial papers, documents, written instruments, office supplies, cash, letters, evidence of indebtedness and securities, either for, to or from banks or banking institutions.
- (e) That no right, power or privilege is granted to provide service to or from points in the borough of Hatboro, Montgomery County, and within an airline distance of five (5) statute miles of the limits of said borough, except deliveries from the counties of Chester, Delaware and Philadelphia.

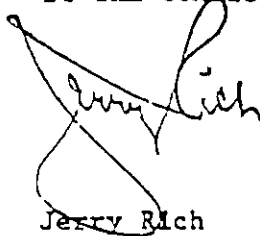
- (f) That no right, power or privilege is granted to provide service from points in that portion of the city and county of Philadelphia bounded by Allegheny Avenue and south to the Walt Whitman Bridge, and further bounded on the south and west by the Schuylkill Expressway (U.S. Highway Route 76).

IT IS FURTHER ORDERED: That upon compliance with the requirements of the Pennsylvania Public Utility Code and the rules and regulations of the Commission relative to the filing and acceptance of evidence of insurance and a tariff establishing just and reasonable rates, a certificate issue evidencing the Commission's approval of the right to operate as above-determined.

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

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

BY THE COMMISSION,



Jerry Rich
Secretary

(SEAL)

ORDER ADOPTED: November 10, 1988

ORDER ENTERED: NOV 17 1988

EXHIBIT 12A-4
STATEMENT OF FINANCIAL CONDITION

BROWNSTEIN TETI & COMPANY, LTD.
CERTIFIED PUBLIC ACCOUNTANTS

ELLIOTT P. BROWNSTEIN, CPA
ROBERT V. TETI, CPA
ROBERT F. RULEY, CPA
ALAN B. MAY, CPA

125 COULTER AVENUE
ARDMORE, PENNSYLVANIA 19003
(215) 896-0830
FAX (215) 896-5816

Shareholders
Joyco, Inc.
1933 Chesnut Street
Philadelphia, PA 19103

We have compiled the accompanying balance sheet of JOYCO, INC., (an S Corporation) as of September 30, 1992 and the related statement of earnings and retained earnings for the nine month period then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting, in the form of financial statements and supplementary schedules information that is the representation of management. We have not audited or reviewed the accompanying financial statements and accordingly, do not express an opinion or any other form of assurance on them.

Management has elected to omit substantially all of the disclosures and the statement of cash flows required by generally accepted accounting principles. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's financial position and results of operations. Accordingly, these financial statements are not designed for those who are not informed about such matters.

The Company, with the consent of its shareholders, has elected under the Internal Revenue Code to be an S Corporation. In lieu of Corporation income taxes, the shareholders of an S Corporation are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for federal income taxes has been included in these financial statements.

The information included in the accompanying schedules is presented only for supplementary analysis purposes. Such information has been compiled from information that is the representation of management, without audit or review. Accordingly, we do not express an opinion or any other form of assurance on the supplementary information.

Brownstein Teti & Company Ltd

October 28, 1992

MEMBERS, AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS • PENNSYLVANIA INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS

Joyco, Inc.
Balance Sheet

September 30, 1992

ASSETS

Current Assets	
Cash	\$ 21,641
Accounts Receivable Trade	71,122
Due from H. Wool Co.	45
Prepaid Taxes	600

Total Current Assets	93,408

Property and Equipment	
Machinery and Equipment	2,136

Total	2,136
Less: Accumulated depreciation	2,136

Total Property and Equipment	0

Other Assets	
PUC Rights	5,500
Restrictive Covenant	31,275

Total Other Assets	36,775

Total Assets	\$ 130,183
	=====

See accompanying accountants' compilation report
which is an integral part of these statements

Joyco, Inc.
Balance Sheet

September 30, 1992

LIABILITIES

Current Liabilities	
Current Maturities Long Term Debt	\$ 38,471
Accounts Payable	2,469
Payroll Taxes Payable	3,191

Total Current Liabilities	44,131

Long Term Debt	
Loan Payable-Priority One	25,246
Loan Payable-United Valley Bank	35,010
Loan Payable-Officer	9,419

Total	69,676
Less: Current Maturities Long Term Debt	(38,471)

Total Long Term Debt	31,205

Total Liabilities	75,336

STOCKHOLDERS' EQUITY

Common Stock	1,000
Retained Earnings (Deficit)	53,847

Total Stockholders' Equity	54,847

Total Liabilities & Stockholders' Equity	\$ 130,183
	=====

See accompanying accountants' compilation report
which is an integral part of these statements

Joyco, Inc.

Statement of Earnings and Retained Earnings

	From Jul 1, 1992 Percent To Sep 30, 1992		From Jan 1, 1992 Percent To Sep 30, 1992	
Income				
Sales	\$ 200,352	100.0	\$ 471,022	100.0
	-----	-----	-----	-----
Total Income	200,352	100.0	471,022	100.0
	-----	-----	-----	-----
General and Administrative	176,902	88.3	435,513	92.5
	-----	-----	-----	-----
Net Income	23,450	11.7	35,509	7.5
	=====	=====	=====	=====
Begin Retained Earn			18,339	

End Retained Earn			\$ 53,847	
			=====	

See accompanying accountants' compilation report
which is an integral part of these statements

EXHIBIT 12A-5
STATEMENT OF UNPAID BUSINESS DEBTS

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

The transferor is the trustee in bankruptcy of Chariots of Fire Messenger & Delivery Service, Inc. acting under the authority of the U.S. District Court for the Eastern District of Pennsylvania and the orders of the assigned bankruptcy judge at Docket No. 92-13745S. Therefore, all debts of the transferor shall be paid in accordance with the order of the said court in accordance with the U.S. Bankruptcy Code.

EXHIBIT 12A-6
STATEMENT OF SAFETY PROGRAM

ATTACHMENT IN RESPONSE TO QUESTION SAFETY PROGRAM

Safety program. Statement of existing or proposed practices and procedures, such as training of drivers and maintenance of vehicles, to provide for safe operations.

I, the undersigned, certify that I have access to and am familiar with all applicable regulations of the Pennsylvania Public Utility Commission and the U.S. Department of Transportation relating to the safe operation of commercial vehicles and the safe transportation of hazardous materials and I will comply with these regulations and see that my drivers and other employees are conversant with them. Applicant will verify the physical qualifications of drivers and maintain a drivers qualification file and will instruct the drivers in the inspection of equipment to be satisfied that they are in proper working order.

Applicant does and shall maintain insurance coverage sufficient to comply with the law and regulations.

EXHIBIT 12A-7
STATEMENT OF TRANSFEREE'S EXPERIENCE

Statement of transferee's experience

Applicant's President Howard Wool verifies that since 1989 he has operated the business of the transferee and an affiliated company. Prior thereto, he was for many years engaged in various business ventures.

EXHIBIT 12B-1

TRADE NAME REGISTRATION CERTIFICATE

Microfilm Number _____

Filed with the Department of State on _____

Entity Number _____

Secretary of the Commonwealth

93 JAN 29 PM 4:53

PA DEPT. OF STATE

FICTITIOUS NAME AMENDMENT, CANCELLATION OR WITHDRAWAL

DEC8:84-312 (Rev 88)

In compliance with the requirements of 54 Pa.C.S. §§ 312, 313A or 313B (relating to amendment, cancellation or withdrawal), the undersigned entity or entities, desiring to amend, cancel or to withdraw from a fictitious name registration, hereby state(s) that:

1. ~~THE FICTITIOUS NAME AS REGISTERED IS:~~ RAPID DELIVERY

2. The address of the principal place of business including street and number and city is (the Department is authorized to conform to the records of the Department):

1933 Chestnut St	Philadelphia	PA	19103	Phila
Number and Street	City	State	Zip	County

3. The date of the original filing with the Department of State is: 12-26-89

4. (Check one or more of the following, as appropriate):

The Fictitious Name has been changed to: _____

The principal place of business has been changed to (PO BOX ALONE IS NOT ACCEPTABLE):

1933 Chestnut St. (Rear)	Philadelphia	PA	19103	Phila
Number and Street	City	State	Zip	County

The following party(ies) who has(have) been added to the registration and their signature(s) appear(s) on page 2 of the application is(are):

Name	Number and Street	City	State	Zip
Joyco, Inc.	1933 Chestnut St. (Rear)	Phila.	PA	19103

The following party(ies) who has(have) been withdrawn from the registration and their signature(s) appear(s) on page 2 of the application is(are):

Name	Number and Street	City	State	Zip
Howard Wool				

The Fictitious Name has been cancelled.

DSCB:64-312 (Rev 89)-2

- 5. A brief statement of the character or nature of the business is: delivery service
- 6. This amendment sets forth all information with respect to the fictitious name which would be required in an original filing under the Fictitious Names Act.
- 7. The applicant is familiar with the provisions of 84 Pa.C.S. § 332 (relating to effect of registration) and understands that filing under the Fictitious Names Act does not create any exclusive or other right in the fictitious name.
- 8. (Optional) This application has been executed by an agent heretofore designated for that purpose in a prior filing in this registration.

IN TESTIMONY WHEREOF, the undersigned has(have) caused this registration to be executed this January day of 18, 1993.

Withdrawing parties signature(s)
Howard Wool
Howard Wool

Adding parties signature(s)

Current parties signature(s)

(Name of Entity)

(Signature)

JOYCO, INC

(Name of Entity)
BY: Howard Wool
Howard (Signature) Wool
TITLE: President

EXHIBIT 12B-2
CERTIFICATE OF INCORPORATION

DOMESTIC BUSINESS CORPORATION
 DOMESTIC BUSINESS CORPORATION A CLOSE CORPORATION - COMPLETE BACK
 DOMESTIC PROFESSIONAL CORPORATION ENTER BOARD LICENSE NO.

FEE \$75.00

COMMONWEALTH OF PENNSYLVANIA
 DEPARTMENT OF STATE - CORPORATION BUREAU
 308 NORTH OFFICE BUILDING, HARRISBURG, PA 17120

010 NAME OF CORPORATION (MUST CONTAIN A CORPORATE INDICATOR UNLESS EXEMPT UNDER 15 P.S. 2908 B)

Joyco, Inc.

011 ADDRESS OF REGISTERED OFFICE IN PENNSYLVANIA (P.O. BOX NUMBER NOT ACCEPTABLE)

19 Overbrook Parkway

012 CITY Philadelphia 033 COUNTY Philadelphia 013 STATE PA 064 ZIP CODE 19151

050 EXPLAIN THE PURPOSE OR PURPOSES OF THE CORPORATION

Delivery Service

(ATTACH 8 1/2 x 11 SHEET IF NECESSARY)

The Aggregate Number of Shares, Classes of Shares and Per Value of Shares Which the Corporation Shall Have Authority to Issue:

040 Number and Class of Shares 10,000	041 Stated Per Value Per Share if Any No Par	042 Total Authorized Capital 1,000	031 Term of Existence Perpetual
--	---	---------------------------------------	------------------------------------

The Name and Address of Each Incorporator, and the Number and Class of Shares Subscribed to by each Incorporator

060 Name	061, 062, 063, 064 Address (Street, City, State, Zip Code)	Number & Class of Shares
Joyce Wool	19 Overbrook Pkwy., Phila., PA 19151	45
Brad Wool	19 Overbrook Pkwy., Phila., PA 19151	10
Howard Wool	19 Overbrook Pkwy., Phila., PA 19151	45

(ATTACH 8 1/2 x 11 SHEET IF NECESSARY)

IN TESTIMONY WHEREOF, THE INCORPORATOR (S) HAS (HAVE) SIGNED AND SEALED THE ARTICLES OF INCORPORATION

THIS 15 DAY OF July 1971

Joyce Wool
Brad Wool

Howard Wool

- FOR OFFICE USE ONLY -

030 FILED AUG 6 1990 <i>Christopher A. Lewis</i> Secretary of the Commonwealth Department of State Commonwealth of Pennsylvania 1204 - Rev. 811 Copyright 1982 Printed and Sold by John C. Clark Co. 1328 Walnut St., Phila. Pa.	002 CODE	003 REV BOX	SEQUENTIAL NO.	100 MICROFILM NUMBER 9040 91
	REVIEWED BY <i>JD</i>	004 SIC	AMOUNT \$	001 CORPORATION NUMBER 1588585
	DATE APPROVED	CERTIFY TO <input type="checkbox"/> REV. <input type="checkbox"/> L & I <input type="checkbox"/> OTHER	INPUT BY	(REFILE) AUG 6 1990
	DATE REJECTED	MAILED BY DATE	VERIFIED BY	LOG OUT (REFILE)



.

EXHIBIT 12B-3

STATEMENT OF CORPORATE CHARTER PURPOSE

DOMESTIC BUSINESS CORPORATION
 A CLOSE CORPORATION - COMPLETE BACK
 DOMESTIC PROFESSIONAL CORPORATION
 ENTER BOARD LICENSE NO.

FEE \$75.00

COMMONWEALTH OF PENNSYLVANIA
 DEPARTMENT OF STATE - CORPORATION BUREAU
 308 NORTH OFFICE BUILDING, HARRISBURG, PA 17120

010 NAME OF CORPORATION (MUST CONTAIN A CORPORATE INDICATOR UNLESS EXEMPT UNDER 15 P.S. 2908 B)
 Joyco, Inc.

011 ADDRESS OF REGISTERED OFFICE IN PENNSYLVANIA (P.O. BOX NUMBER NOT ACCEPTABLE)
 19 Overbrook Parkway

012 CITY Philadelphia 033 COUNTY Philadelphia 013 STATE PA 064 ZIP CODE 19151

050 EXPLAIN THE PURPOSE OR PURPOSES OF THE CORPORATION
 Delivery Service

(ATTACH 8 1/2 x 11 SHEET IF NECESSARY)

The Aggregate Number of Shares, Classes of Shares and Par Value of Shares Which the Corporation Shall Have Authority to Issue:

040 Number and Class of Shares 10,000	041 Stated Par Value Per Share if Any No Par	042 Total Authorized Capital 1,000	031 Term of Existence Perpetual
--	---	---------------------------------------	------------------------------------

The Name and Address of Each Incorporator, and the Number and Class of Shares Subscribed to by each Incorporator

060 Name	061, 062, 063, 064 Address (Street, City, State, Zip Code)	Number & Class of Shares
Joyce Wool	19 Overbrook Pkwy., Phila., PA 19151	45
Brad Wool	19 Overbrook Pkwy., Phila., PA 19151	10
Howard Wool	19 Overbrook Pkwy., Phila., PA 19151	45

(ATTACH 8 1/2 x 11 SHEET IF NECESSARY)

IN TESTIMONY WHEREOF, THE INCORPORATOR (S) HAS (HAVE) SIGNED AND SEALED THE ARTICLES OF INCORPORATION THIS 17 DAY OF July 1991

Joyce Wool
Brad Wool
Howard Wool

- FOR OFFICE USE ONLY -

030 FILED AUG 6 1990 <i>Christopher A. Lewis</i>	002 CODE	003 REV BOX	SEQUENTIAL NO.	100 MICROFILM NUMBER 9040 91
	REVIEWED BY <i>JD</i>	004 SIC	AMOUNT \$	001 CORPORATION NUMBER 1588585
	DATE APPROVED	CERTIFY TO <input type="checkbox"/> REV. <input type="checkbox"/> L & I <input type="checkbox"/> OTHER	INPUT BY	(REFILE)
	DATE REJECTED	MAILED BY DATE	VERIFIED BY	LOG OUT (REFILE)

AUG 6 1990

Secretary of the Commonwealth
 Department of State
 Commonwealth of Pennsylvania
 1204 - Rev. 811 Copyright 1982
 and Sold by John C. Clark Co. 1328 Walnut St., Phila. Pa.

EXHIBIT 12B-4

LIST OF CORPORATE OFFICERS AND STOCKHOLDERS

List of Corporate Officers and Stockholders

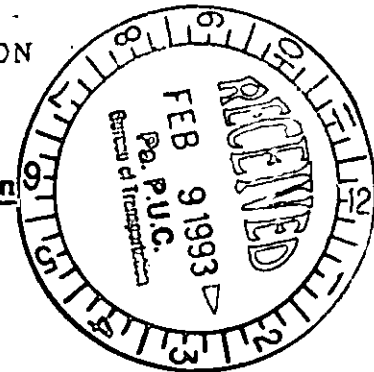
Officers

Howard Wool	-	President, Secretary, Treasurer
Joyce Wool	-	Vice President, Asst. Secretary, Assistant Treasurer
Brad Wool	-	Vice President, Asst. Secretary

Stockholders & Respective Share Ownership

Howard Wool & Joyce Wool	(90%)
Brad Wool	(10%)

PENNSYLVANIA PUBLIC UTILITY COMMISSION
BUREAU OF TRANSPORTATION



See Instructions before Completing Application

Application For:

- EMERGENCY TEMPORARY AUTHORITY
- TEMPORARY AUTHORITY
- EXTENSION OF EMERGENCY TEMPORARY AUTHORITY

A-109534
F.I. Am-C

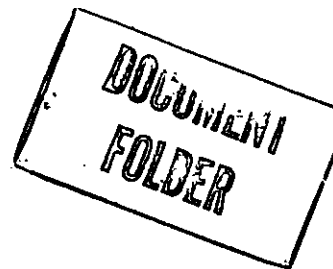
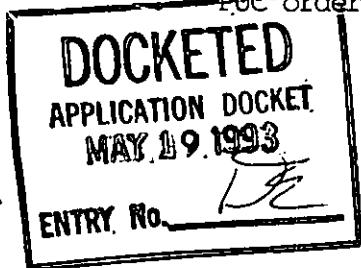
1. JOYCO, INC. t/a RAPID DELIVERY
(Name of applicant) (Trade name, if any)
1933 Chestnut Street, Philadelphia, PA 19103
(Street address) (City) (State & Zip Code)

2. LOUIS J. CARTER, ESQUIRE, 7300 City Line Ave., Phila., PA 19151 (215) 879-8665
(Name, Address & Telephone Number of Applicant's Attorney, if any)

3. Applicant is an ___ individual ___ partnership X corporation.

4. Applicant requests authority to provide service as a X common or ___ contract carrier by motor vehicle, ___ broker or ___ freight forwarder in intrastate commerce; or is proposing to acquire authority by X transfer. Give a description of type of service to be provided and area to be served:

See attached Appendix Q.4 being an excerpt of PUC order at Docket A.107486 entered November 17, 1988



5. Applicant does hold Pa. PUC authority under Docket No. A- 109534 and (does or does not) operates as a common carrier. (common or contract)

6. If this application is for temporary authority, applicant does X does not have pending an application for permanent authority to perform the same service as proposed herein. If it has, give docket number, filing date and status. If applicant does not have a pending permanent application currently on file, application for permanent authority must be enclosed.

Application is enclosed

7. If this application is for emergency temporary authority, and not accompanied by applications for corresponding temporary and permanent authority, state when the applications for temporary and permanent authority will be filed.

Application is enclosed

8. "Applicant's Statement" shall be prepared by the applicant or authorized representative of the applicant and shall contain the information as stated at Appendix A.

See attached Appendix "A"

9. "Statements of Supporting Shippers or Witnesses" shall be prepared by the shipper or witness, or an authorized representative of the shipper or witness and shall contain the information as stated at Appendix B.

See attached Appendix "B"

Applicant further declares that:

10. It is aware that a grant of the requested authority will create no presumption that corresponding permanent authority will be granted.
11. If the requested authority is granted, applicant will comply with the tariff and insurance requirements of the Public Utility Law before beginning operation.



(Signature)

President of Joyco, Inc.

(Corporate Title)

January 20, 1993

(Date)

THIS MUST BE COMPLETED BY NOTARY PUBLIC

AFFIDAVIT OF APPLICANT (Natural Person)

COMMONWEALTH OF PENNSYLVANIA :
_____ County : ss:

_____, 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

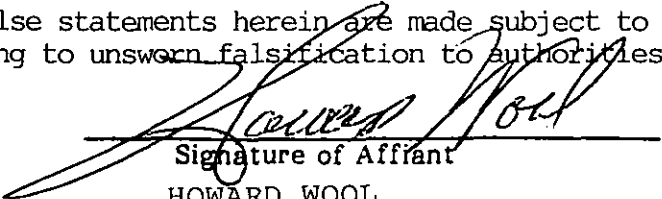
AFFIDAVIT OF APPLICANT (Corporation)

COMMONWEALTH OF PENNSYLVANIA :
_____ Philadelphia _____ County : ss:

Howard Wool _____, being duly sworn (affirmed) according to law, deposes and says that he is President _____ of JOYCO, INC.
(Office of Affiant)

_____; that he is authorized to and does make this
(Name of Corporation)
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
JOYCO, INC. _____ to be able to prove the same
(Name of Corporation)

at the hearing hereof. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.


Signature of Affiant

HOWARD WOOL

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

Signature of Official Administering Oath

Application for
Emergency Temporary Authority and Temporary Authority

4. Give a description of type of service to be provided and area to be served.
- (1) To transport, as a common carrier, parcels and packages, no single parcel or package to exceed one hundred (100) pounds in weight, between points in the counties of Montgomery, Philadelphia, Delaware, Chester and Bucks.
 - (2) To transport, as a common carrier, property, from points in the counties of Montgomery, Philadelphia, Chester, Delaware and Bucks, to points in the cities of Allentown, Lehigh County; Reading, Berks County; and Harrisburg, Dauphin County, and within an airline distance of ten (10) statute miles of the limits of each city.

Pursuant to a series of restrictive amendments, the proposed rights have been further conditioned to the following extent:

- (a) That no right, power or privilege is granted to transport food commodities.
- (b) That no right, power or privilege is granted to transport wearing apparel.
- (c) That no right, power or privilege is granted to transport parcels and packages that exceed 100 pounds.
- (d) That no right, power or privilege is granted to transport parcels and packages except in vans.
- (e) That no right, power or privilege is granted to transport checks, deposit tickets, notes, money orders, drafts, travelers checks, commercial papers, documents, written instruments and office supplies, either by pickup from or delivery to, banking institutions in the counties of Philadelphia, Chester, Delaware, Bucks, Montgomery and Lehigh.
- (f) That no right, power or privilege is granted to provide service either by pickup from or delivery to the borough of Hatboro, Montgomery County, and within a five-mile radius thereof, except deliveries from the counties of Chester, Delaware and Philadelphia.
- (g) That no right, power or privilege is granted to provide pickups in that portion of the city and county of Philadelphia bounded by Allegheny Avenue and south to the Walt Whitman Bridge, and further bounded on the south and west by U.S. Highway Route 76, the Schuylkill Expressway.
- (h) That no right, power or privilege is granted to provide service where the request for service is received the same day as the pickup and delivery of the parcel; except that applicant may provide same-day service on an emergency basis for customers with standing orders for next-day service.
- (i) That no right, power or privilege is granted to provide service for banks and banking institutions, to transport cash, letters, checks, drafts, evidence of indebtedness, securities and other commercial papers.

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

RE: APPLICATION OF

DOCKET NO.

JOYCO, INC.
t/d/b/a RAPID DELIVERY

A 109534

APPLICATION FOR EMERGENCY/TEMPORARY AUTHORITY

APPENDIX "A"

Statement of Applicant

- A. Describe the equipment which will be used to render service, including a statement of whether it is specialized equipment.

Applicant uses all leased equipment

- B. Describe applicant's terminal facilities and personnel.

Applicant maintains an office at 1933 Chestnut Street, Philadelphia where there is its computer and two-way radio equipment maintained by a staff of 2 sales solicitors, a bookkeeper and 2 customer service representatives and a dispatcher.

- C. Is the filing of this application the result of a warning, road check or investigation by the Commission?

No

- D. State the telephone number at which the applicant or an authorized representative of the applicant may be contacted.

LOUIS J. CARTER, ESQUIRE
7300 City Line Avenue
Philadelphia, PA 19151
(215) 879-8665

- E. State the proposed rates, fares or charges, and schedule provisions.

Applicant's rates are on file.

When rights are granted, revisions will be filed.

F. State whether there are under suspension any rates, fares or charges published for its account or whether an application for special permission to file its rates, fares or charges on less than 30 days' notice in connection with another ETA, TA or permanent authority application covering the same territory has been granted or denied.

No

G. Attached is proof of ability to comply with the Commission's insurance requirements.

Applicant's insurance is on file

H. Following are the names and addresses of labor unions which represent, or which within the past 12 months have represented, or which have filed a petition to represent the employees of the applicant with the National Labor Relations Board of the Pennsylvania Labor Relations Board. If the application seeks the temporary approval of a transfer or rights under a certificate of public convenience, this information shall be supplied for the transferor and the transferee.

None. Not applicable

I. Signature of person who prepared the statement.



(Signature of Applicant)

HOWARD WOOL

(Print Name)

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

RE: Application of
JOYCO, INC.

Docket No.

t/d/b/a RAPID DELIVERY

A.109534

APPLICATION FOR EMERGENCY/TEMPORARY AUTHORITY

APPENDIX "B"

Statement of Supporting Witness

Witness' Name: Arthur P. Liebersohn

Position: Trustee

Organization/Company: Trustee of
Bankrupt Estate of
Chariots of Fire Messenger &
Delivery Service, Inc.

Address: 924 Cherry St., 4th Fl.
P.O. & Zip Phila., PA 19107
Tel. No. (215) 922-7190

A. Describe service needed.

Not applicable. See application

B. From what points or areas is service needed?

Not applicable

To what points is service needed?

Not applicable

C. Current and recent needs. How are they met?

frequency of trips?

Not applicable

manner of transportation?

D. When do you need the service of the applicant?

Immediately

E. How long will the need for service continue?

Not applicable

Will you support the permanent authority application?

Not applicable

F. What are the consequences if applicant's service is not made available?

Applicant will be in violation of purchase contract.

G. What circumstances have created an immediate need for the requested service?

Bankruptcy of Transferor

H. What efforts did you make to obtain the service from existing carriers? Include the dates and results of these efforts.

Not applicable

I. Names and addresses of existing carriers who have failed, been unable or refused to provide service, and their reasons.

Not applicable

J. Has your company supported a recent application for permanent, temporary or emergency temporary authority covering all or part of the requested service? If so, give the carrier's name address and docket numbers, if known, and whether the application was granted or denied and the date of the action, if known.

NO

& telephone numbers

K. Names and addresses/of all labor unions which represent, or which within the past 12 months have represented, or which have filed a petition to represent the employees of the supporting shipper with the National Labor Relations Board or the Pennsylvania Labor Relations Board.

None

L. Signature of person who prepared statement.



(Signature of Witness)

COUNSEL:

Michael H. Kaliner, Esq.
312 Oxford Valley Road
Fairless Hills, PA 19030
Telephone (215) 946-3046

Print name: Arthur P. Leibersohn
Address: 924 Cherry Street, 4th Fl
P.O. & Zip: Phila., PA 19107
Tel #: (215) 922-7191

VERIFICATION

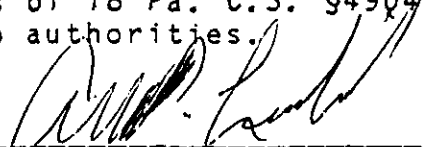
OF

SUPPORT STATEMENT

TO THE COMMISSION:

The undersigned deposes and says that (s)he is the person who signed the Support Statement for the above-captioned applicant and that (s)he is authorize to and does make this verification and that the facts set forth therein are true and correct to the best of his/her knowledge, information and belief.

The undersigned understands that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.



Signature of Witness

ARTHUR P. LEIBERSOHN

Dated: 1/26/93

May 28, 1993

IN REPLY PLEASE
REFER TO OUR FILE

LOUIS J CARTER
ATTORNEY AT LAW
7300 CITY LINE AVENUE
PHILADELPHIA PA 19151-2291

In re: A-00109534, F. 1, Am-C - Application of Joyco, Inc.,
t/d/b/a Rapid Delivery

Dear Sir:

Acknowledgement is made of an application filed by you for permanent and temporary authority on behalf of Joyco, Inc., t/d/b/a Rapid Delivery for the rights of Chariots of Fire Messenger & Delivery Service.

The application has been captioned as attached and will be submitted for review, provided no protests are filed on or before June 21, 1993. If protests are filed, you will be advised as to further procedure.

This application is accepted with the understanding that Chariots of Fire Messenger & Delivery Service will continue to render the service covered by its certificate and comply with all the rules of the Commission, including the carrying of continuous insurance, until final disposition is made of the application by the Commission.

You are further advised that the above application will be published in the Pennsylvania Bulletin of May 29, 1993.

Very truly yours,

David Ehrhart
Supervisor - Application Section
Bureau of Transportation

DE:RP:kmb

cc: Applicant
1933 Chestnut Street-Rear
Philadelphia, PA 19103

DOCUMENT
FOLDER

DOCKETED
APPLICATION DOCKET
MAY 26 1993
ENTRY No.

A-00109534, Folder 1, Am-C JOYCO, INC., t/d/b/a RAPID DELIVERY (1933 Chestnut Street - Rear, Philadelphia, PA 19103), a corporation of the Commonwealth of Pennsylvania - as a Class B carrier property between points in the city and county of Philadelphia, including the 69th Street area: SO AS TO PERMIT the transportation of (1) property, in parcels or packages, no single parcel or package to exceed one hundred (100) pounds in weight, between points in the counties of Montgomery, Philadelphia, Delaware, Chester and Bucks; and (2) property, in parcels and packages, no single parcel or package to exceed one hundred (100) pounds in weight, from points in the counties of Montgomery, Philadelphia, Chester, Delaware and Bucks, to points in the cities of Allentown, Lehigh County; Reading, Berks County; and Harrisburg, Dauphin County, and within an airline distance of ten (10) statute miles of the limits of each city; with both rights subject to the following conditions: (a) That no right, power or privilege is granted to transport food and foodstuffs; (b) That no right, power or privilege is granted to transport wearing apparel; (c) That no right, power or privilege is granted to transport parcels or packages except in vans; (d) That no right, power or privilege is granted to transport checks, deposit tickets, notes, money orders, drafts, traveler's checks, commercial papers, documents, written instruments, office supplies, cash, letters, evidence of indebtedness and securities, either for, to or from banks or banking institutions; (e) That no right, power or privilege is granted to provide service to or from points in the borough of Hatboro, Montgomery County, and within an airline distance of five (5) statute miles of the limits of said borough, except deliveries from the counties of Chester, Delaware and Philadelphia; and (f) That no right, power or privilege is granted to provide service from points in that portion of the city and county of Philadelphia bounded by Aldini Avenue and south to the Walt Whitman Bridge, and further bounded on the south and west by the Schuylkill Expressway (U.S. Highway Route 76); which is to be a transfer of the rights authorized under the certificate issued at A-00107486 to Chariots of Fire Messenger & Delivery Service, Inc., a corporation of the Commonwealth of Pennsylvania, subject to the same limitations and conditions. APPLICATION FOR TEMPORARY AUTHORITY HAS BEEN FILED AT A-00109534, FOLDER 1, AM-C SEEKING THE RIGHTS CITED ABOVE. Attorney: Louis J. Carter, 7300 City Line Avenue, Philadelphia, PA 19151-2291.

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

Published in Pennsylvania Bulletin

MAY 29 1993

BUREAU OF TRANSPORTATION
COMMON CARRIER
May 1993

A-00109534
F. 1
Am-C

Application of Joyco, Inc., t/d/b/a Rapid Delivery, a corporation of the Commonwealth of Pennsylvania, for amendment to its common carrier certificate, which grants the right, to transport, by motor vehicle, as a Class B carrier, property between points in the city and county of Philadelphia, including the 69th Street area: SO AS TO PERMIT the transportation of (1) property, in parcels or packages, no single parcel or package to exceed one hundred (100) pounds in weight, between points in the counties of Montgomery, Philadelphia, Delaware, Chester and Bucks; and (2) property, in parcels and packages, no single parcel or package to exceed one hundred (100) pounds in weight, from points in the counties of Montgomery, Philadelphia, Chester, Delaware and Bucks, to points in the cities of Allentown, Lehigh County; Reading, Berks County; and Harrisburg, Dauphin County, and within an airline distance of ten (10) statute miles of the limits of each city; with both rights subject to the following conditions: (a) That no right, power or privilege is granted to transport food and foodstuffs; (b) That no right, power or privilege is granted to transport wearing apparel; (c) That no right, power or privilege is granted to transport parcels or packages except in vans; (d) That no right, power or privilege is granted to transport checks, deposit tickets, notes, money orders, drafts, traveler's checks, commercial papers, documents, written instruments, office supplies, cash, letters, evidence of indebtedness and securities, either for, to or from banks or banking institutions; (e) That no right, power or privilege is granted to provide service to or from points in the borough of Hatboro, Montgomery County, and within an airline distance of five (5) statute miles of the limits of said borough, except deliveries from the counties of Chester, Delaware and Philadelphia; and (f) That no right, power or privilege is granted to provide service from points in that portion of the city and county of Philadelphia bounded by Aldini Avenue and south to the Walt Whitman Bridge, and further bounded on the south and west by the Schuylkill Expressway (U.S. Highway Route 76); which is to be a transfer of the rights authorized under the certificate issued at A-00107486 to Chariots of Fire Messenger & Delivery Service, Inc., a corporation of the Commonwealth of Pennsylvania, subject to the same limitations and conditions. APPLICATION FOR TEMPORARY AUTHORITY HAS BEEN FILED AT A-00109534, FOLDER 1, AM-C SEEKING THE RIGHTS CITED ABOVE.

DE:rs
5/19/93

Application received: 2/9/93
Application docketed: 5/19/93
TA Application received: 2/9/93
TA Application docketed: 5/19/93

NH
Protests due

JUN 21 1993

