

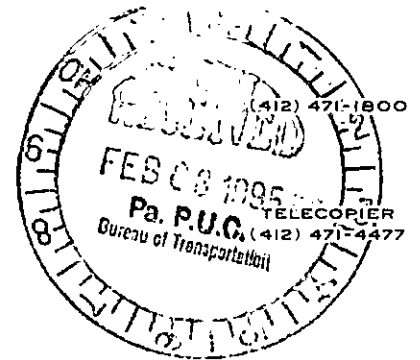
LAW OFFICES

VUONO, LAVELLE & GRAY

2310 GRANT BUILDING

PITTSBURGH, PA. 15219-2383

February 3, 1995



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

• ALSO MEMBER OF FLORIDA BAR

Re: Dallas & Mavis Specialized Carrier Co.
Docket No. A- /
Our File 4210

BY FEDERAL EXPRESS

Peter S. Marzolf, Chief
Technical Review Section
Motor Carrier Services Division
Bureau of Transportation & Safety
Pennsylvania Public Utility Commission
231 State Street
Barto Building
Harrisburg, PA 17101

Dear Mr. Marzolf

We enclose for filing with the Commission the signed original and two (2) copies of an application of Dallas & Mavis Specialized Carrier Co. for motor common carrier operating authority.

Also enclosed is our firm check for \$100 payable to the Commonwealth of Pennsylvania to cover the filing fee. Our firm will guarantee payment of this check.

This is the application which I spoke to you about last week. It involves a reorganization, approved by the Interstate Commerce Commission under its plenary powers. The start-up date for the applicant to begin operations is March 1, 1995. Based on our telephone conversation we understand that receipt of this application by the Commission by February 7, 1995 will permit notice of it to be published in the Pennsylvania Bulletin on February 11, 1995 with a due date for comments of February 27, 1995. Assuming no comments are filed or other action taken by the Commission on its own motion to delay approval, we understand that the application will be approved on February 27 or 28, 1995 so that the applicant will be in a position to begin operations on March 1.

Peter S. Marzolf, Chief
Page Two
February 3, 1995

There are attached to the application two documents which will be supplemented in the very near future.

1. Copies of the public liability and cargo insurance bonds are attached as Supplements to Question 9. The insurance company contacted Mr. William Hoshour by telephone and was advised that the Commission will accept such bonds in lieu of Form E and Form H. The original bonds are being filed direct with the Commission by the insurance company. If for any reason Form E and/or Form H are required, please advise me as soon as possible so that we can make the appropriate filing.

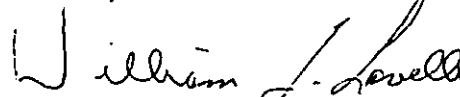
I spoke with Mr. Lawrence Keener-Farley in your absence on February 3 and was advised that the Commission will accept copies of the insurance filings as opposed to the originals with the application. This should allow the application to be processed immediately.

2. Also attached as a Supplement to Question 9 is a copy of the Application for Registration of the Fictitious Name of the Applicant with the Pennsylvania Department of State. We will file with the Commission the date-stamped application for fictitious name registration as soon as it is returned to us by the Department of State.

If any additional information is required, please call me immediately.

Sincerely yours,

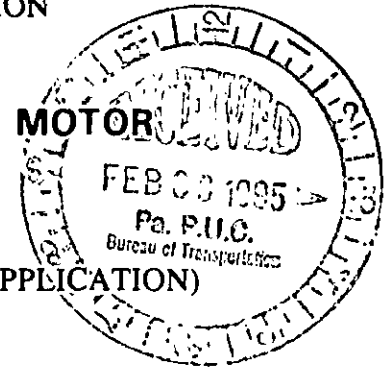
VUONO, LAVELLE & GRAY


William J. Lavelle

pz
Enclosure
cc: David R. Parker, Esq.

BEFORE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

APPLICATION FOR TRANSPORTATION BY MOTOR
CARRIERS OF PROPERTY



(PLEASE READ INSTRUCTIONS BEFORE PREPARING APPLICATION)

For PUC Use Only 701032
Docket No. A-111776

1. Dallas & Mavis Specialized Carrier Co.
(Full and correct name in which you intend to operate)

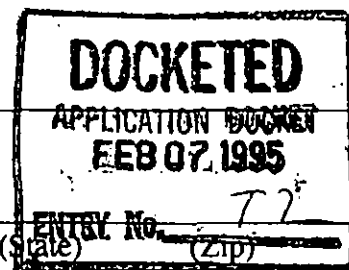
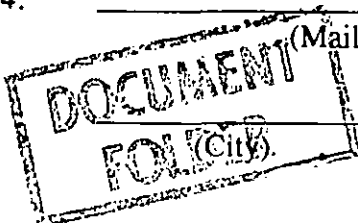
2. Dallas & Mavis Specialized Carrier Co.
(Trade name, if any)

The trade name, if fictitious, _____ been registered with the Secretary of
(has or has not)

the Commonwealth on _____ (attach copy of date-stamped registration
(Date) form).

3. 620 West Shipp Avenue, Suite B 800-558-3271
(Physical Address) (Telephone No.)
Louisville Jefferson KY 40208
(City) (County) (State) (Zip)

4. _____ (Mailing Address; if different)
_____ (County)
_____ (State) _____ (Zip)



5. Applicant does hold ICC authority under Docket No. MC-277164
(does or does not)

6. Applicant does not have a current safety rating issued by _____
(does or does not)

(attach copy).

7. Approximate number of commercial vehicles to be operated intrastate:

owned 0 leased 500

8. Applicant is (check one):

Individual

Partnership. Attach copy of partnership agreement and list names and addresses of all partners below (use additional sheet if necessary).

See Supplement to Question 8.

(Name)

(Address)

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

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

Partnership Agreement.

Date-stamped copy of Fictitious Trade Name registration certificate.

Date-stamped copy of Application for Certificate of Incorporation or Certificate of Authority.

Copy of a current safety rating issued by a state or federal agency.

List of corporate officers and stockholders and distribution of shares.

Proof of Insurance.

10. Certification

- a. Applicant certifies that it is not now engaged in any transportation of property for compensation in Pennsylvania and will not engage in the transportation for which approval is herein sought unless and until authorization for such transportation is received.
- b. Applicant certifies that it understands the requirements of the Pennsylvania Public Utility Commission, especially as they relate to safety and insurance, and will be able to comply with them.
- c. Applicant certifies that it understands that it is subject to an annual assessment based upon its gross intrastate operating revenues to help pay the expenses incurred by the PUC in regulating motor carriers of property.

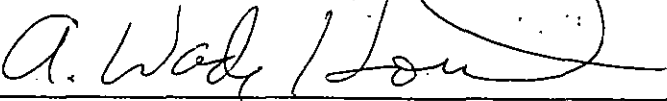
10. Certification

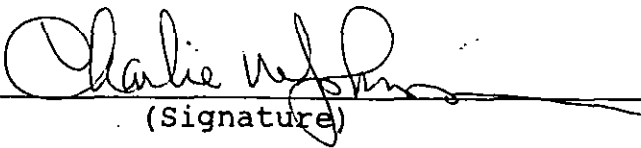
- a. Applicant certifies that it is not now engaged in any transportation of property for compensation in Pennsylvania and will not engage in the transportation for which approval is herein sought unless and until authorization for such transportation is received.
- b. Applicant certifies that it understands the requirements of the Pennsylvania Public Utility Commission, especially as they relate to safety and insurance, and will be able to comply with them.
- c. Applicant certifies that it understands that it is subject to an annual assessment based upon its gross intrastate operating revenues to help pay the expenses incurred by the PUC in regulating motor carriers of property.


VERIFICATION OF APPLICATION

I/We hereby state that the statements made in the application are true and correct to the best of my/our knowledge, information belief.

The undersigned understand(s) that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

A. Wade Houston  2-2-95
(Print Name) (Signature) (Date)

Charlie W. Johnson  2-2-95
(Print Name) (Signature) (Date)

Dennis M. Troha  2-2-95
(Print Name) (Signature) (Date)

This section must be completed by the applicant appearing on Line 1, if an individual; by all partners, if a partnership; or by the President or Secretary, if a corporation).

A. Wade Houston has signed this Verification in his capacity as a Partner of Dallas & Mavis Specialized Carrier Co., the applicant, and in his capacity as a Partner of HJT Holding Co. and HJT Investor Co., all of which are Kentucky partnerships, and as President of AWH Corporation, a Kentucky corporation.

Charlie W. Johnson has signed this Verification in his capacity as President of CW Johnson Corporation, a Kentucky corporation.

Dennis M. Troha has signed this Verification in his capacity as President of Seven T's Corp., a Wisconsin corporation.

AWH Corporation, CW Johnson Corporation and Seven T's Corp. each hold a one-third interest in HJT Holding Co. and HJT Investor Co. HJT Holding Co. and HJT Investor Co. are the partners of Dallas & Mavis Specialized Carrier Co., the applicant.

AMENDED AND RESTATED
PARTNERSHIP AGREEMENT

THIS PARTNERSHIP AGREEMENT is made and entered into as of November 7, 1994, by and between HJT Holding Company, a Kentucky partnership, and HJT Investor Co., a Kentucky partnership (hereinafter individually referred to as the "Partner" and collectively referred to as the "Partners").

(A) Continuation and Business of Partnership

The Partners hereby amend and restate the existing partnership agreement for the purpose of continuing business in the transportation industry as a certified minority business enterprise.

(B) Name and Place of Business

The name of the Partnership shall continue to be "Dallas & Mavis Specialized Carrier Co." (the "Partnership") and its principal place of business shall be 620 West Shipp Avenue, Suite B, American Standard Industrial Park, Louisville, Kentucky 40208. The Partnership shall continue to conduct business in such states as it deems appropriate from time to time and in Canada and Mexico.

(C) Capital Contributions

The capital of the Partnership contributed by the Partners is:

<u>Partner</u>	<u>Amount</u>
HJT Holding Company (99%)	\$9,900.00
HJT Investor Co. (1%)	\$ 100.00

(D) Allocation of Profits and Losses

All profits and losses and all items of deduction, credit and income arising from the operations of the Partnership shall be allocated between the Partners in the same proportion in which they have contributed capital to the Partnership.

(E) Additional Capital Contributions

If a majority in voting power of the Partners at any time conclude that additional capital contributions are necessary for the operation of the Partnership, such additional capital shall be contributed by the Partners in proportion to their respective interests in the Partnership at that time. If a Partner fails to pay said additional capital within thirty (30) days after proper

notice is given that it is due, then the other Partner may contribute such capital, and the defaulting Partner shall forfeit to the contributing Partner an amount of its capital account equal to one and one-half times the amount due from said defaulting partner; the forfeited amounts shall be re-allocated to the contributing Partner's account.

(F) Duties of Partners; Outside Interests

Each of the Partners shall devote its full time efforts to the Partnership. No Partner may have business interests outside the Partnership and nor may it engage in business activities outside the Partnership.

(G) Meetings

A meeting of the Partners may be called upon at least two (2) business days' prior written notice by a majority in voting power of the Partners. An annual meeting of the Partners shall be held on January 30 (or the first normal business working day thereafter) of each year. A Partner's voting power shall be in proportion to its share of initial capital contributions to the Partnership.

(H) Interest on Capital Contributions; Loans to Partnership

No interest shall be paid on the contributions of capital to the Partnership. The Partnership may from time to time receive loans from a partner with the written consent of a majority in voting power of the Partners. If any Partner lends money to the Partnership in addition to its capital contributions thereto, such loan shall be an obligation of the Partnership and shall bear interest at a rate to be agreed upon at the time such loan is made; if no rate is agreed upon, then the rate shall be equal to the prime commercial loan rate for short term borrowings in effect at the time the loan is made at American National Bank ("ANB"), which rate shall change semi-annually to reflect the new rate at such time offered by ANB for such loans.

(I) Partnership Debts; Liability Among Partners

It is anticipated that from time to time it will be necessary for the Partners to execute documents to borrow money on behalf of the Partnership. Such loans and all other debts and obligations of the Partnership will be joint and several liabilities of the Partnership. Notwithstanding such joint and several liability to a creditor, it is understood and agreed that, as between the Partners, each of them will be liable with respect to any such indebtedness only to the extent of its respective interest in the Partnership at the time that said indebtedness is incurred. Except to the extend herein expressly provided, or as may hereinafter be agreed upon in writing among the Partners, nothing contained in this agreement shall render the Partners liable for any debts or obligations of the other

Partner unrelated to the Partnership or constitute any of them as agent of the other Partner.

(J) Partnership Obligations

All obligations, expenses, and losses incurred in connection with the Partnership, including, without limitation, payments on indebtedness secured by mortgages or other liens encumbering the property of the Partnership and any liability for damages arising out of suits or actions against any of the Partners because of its participation in the Partnership, shall be obligations of the Partnership ("Partnership Obligations").

(K) Distributions

Subject to the terms and conditions of (1) the Loan and Security Agreement dated as of November 4, 1994 among the Partnership, the other Loan Parties as signatories thereto, American National Bank and Trust Company of Chicago, as lender, Heller Financial, Inc., as Lender, and American National Bank and Trust Company of Chicago, as collateral agent (as it may be amended, modified or otherwise supplemented from time to time, the "Loan Agreement") and any Financing Agreements (as defined in the Loan Agreement) to which the Partnership is a party and (2) the Note Agreement dated as of November 4, 1994 among the Northwestern Mutual Life Insurance Company, the Partnership and each of the other Obligors (as therein defined) and except such funds as shall reasonably be required to meet the needs of the Partnership during the next succeeding twelve-month period, the net cash flow of the Partnership shall be applied in accordance with the subsequent provisions of this paragraph. Such net cash flow shall be first used to pay the interest and principal of any loans to the Partnership from the Partners pursuant to paragraph (H) hereof. Any remaining cash flow shall then be distributed to the Partners in proportion to their respective interests in the Partnership at the time of the distribution and shall be charged against the separate profit and loss accounts of each Partner. If a Partner's profit and loss account is reduced to zero, then further distributions shall be charged against its capital account. As used herein the term "net cash flow" shall mean the amount by which the Partnership's cash receipts, from any source whatsoever, shall exceed the cash disbursements of the Partnership made in payment of Partnership Obligations, funds reasonably necessary to meet obligations of the Partnership during the succeeding twelve (12) months and such funds as may be required to comply with any loan agreements to which the Partnership is a party.

(L) Partnership Bank Accounts

The Partnership shall maintain one or more bank accounts in such depository or depositories as the Partners may determine. All receipts of the Partnership, of every kind, shall be deposited in such accounts; all expenses and indebtedness of the

Partnership shall be paid from such accounts. All monies deposited in such accounts shall be and shall remain the property of the Partnership, subject to the terms of any security interest of any third party, and (as between the Partners) shall be received, held, and disbursed as trust funds. Such funds shall be disbursed only for purposes authorized specifically by this agreement. Withdrawal of funds from such account or accounts shall be by checks signed by such persons, wire transfer or otherwise as permitted by the Loan Agreement in format as shall be approved by the Partners from time to time.

(M) Partnership Books of Account

The books of account and other records of the Partnership shall be maintained at the principal office of the Partnership or at such other place as the Partners shall determine. Such books of account shall be kept in accordance with generally accepted accounting principles, consistently applied, on an accrual basis with a calendar year fiscal year, and shall reflect the assets, liabilities, costs, expenditures, receipts, profits, and losses of the Partnership. The books of account and records shall include provisions for (1) separate capital accounts for each Partner; (2) separate profit and loss accounts for each Partner; (3) the computation of depreciation with respect to the property (which may be on an accelerated basis if such method of depreciation is available to the Partnership); and (4) such other matters as the Partnership's accounts shall deem reasonably necessary. The Partners and their representatives shall have the right at all reasonable times during usual business hours, at their own expense, to examine and make copies of the books of account and records of the Partnership.

(N) Accountant; Financial Statements

The Partners shall select an accountant or firm of accountants who shall, within twenty (20) days after the end of each calendar quarter, prepare and deliver to each Partner a profit and loss statement showing the results of the operations of the Partnership during such quarter and a balance sheet as of the end of such quarter. As soon as possible following the end of each calendar year, and in any event within thirty (30) days thereafter, the accountant or accountants shall prepare and deliver to each Partner a profit and loss statement for such calendar year and a balance sheet as of the end of such calendar year. Such profit and loss statements, balance sheets, and related statements shall be correct and complete, shall truly represent the financial condition of the Partnership as of the respective dates indicated and the results of the operations of the Partnership for the respective periods indicated, and shall have been prepared in accordance with generally accepted accounting principles consistently applied throughout the periods indicated. Such accountant or accountants shall also prepare all necessary tax returns for the Partnership on the appropriate forms and shall furnish each Partner with a copy thereof within

forty (40) days after the end of each calendar year, including Form 1065 K-1 and applicable state or local comparable forms.

(O) Limitation on Sale of Interests

If a Partner desires to offer for sale its interest in the Partnership, such partner (hereinafter called "Selling Partner") shall give written notice of such offer to the other Partner (hereinafter called "Buying Partner") and such offering notice shall contain all material terms and conditions of the offer. The Buying Partner shall have the irrevocable option to nominate a third party but not itself (the "Nominee") to purchase the interest of the Selling Partner. Within thirty (30) days after receipt of the offering notice, the Buying Partner shall notify the Selling Partner of its intent to cause the Nominee to purchase the interest of the Selling Partner upon the terms and conditions contained in the offer. In the event the Buying Partner fails to so notify the Selling Partner within the 30-day period (starting with the date the offering notice is postmarked), the Selling Partner shall have the right to sell its interest in the Partnership to any other person, firm, or corporation (but not the Buying Partner) for a period of ten (10) days (starting five (5) days after the date the offering notice is postmarked) upon the terms and conditions contained in the offering notice or upon other terms and conditions not more favorable than those contained in the offering notice. If such sale has not been consummated by the Selling Partner prior to the expiration of the 10-day period, then the above restrictions shall again apply, and the Selling Partner shall give a new offering notice to the Buying Partner and the procedure provided hereinabove shall again be following before the Selling Partner may complete the sale of its interest to a non-partner.

(P) Duration of Partnership; Liquidation

(1) The Partnership shall remain in full force and effect for a term of fifty (50) years from the date hereof, unless sooner terminated or extended by the Partners. Upon termination of the Partnership, either upon expiration of the term, including any extended term, or by earlier termination, the Partners shall cause the accountant for the Partnership to make a complete and final certified audit of the books, records, and accounts of the Partnership and all final adjustments between the Partners shall be made on the basis of such certified audit. Upon any such termination, the Partners may by their consent distribute all of the assets of the Partnership in kind subject to all existing liabilities of the Partnership, or shall otherwise proceed with the orderly disposition of the assets of the Partnership, and, after payment of all costs and expenses of such termination and all liabilities and indebtedness of the Partnership, including, without limitation, all loans and advances to the Partnership by any partner, the remaining assets, or proceeds from the sale thereof, shall be distributed to the Partners in proportion to

their respective interests in the Partnership as at the date of such termination.

(2) The Partnership shall not be terminated by the sole act, bankruptcy, insolvency, dissolution, liquidation or termination of either of the Partners, by the assignment (by operation of law or otherwise) of the interest of any of the Partners, by the appointment of a trustee or receiver for any of the Partners, or by any other event, except as herein expressly provided.

(3) If any Partner causes a dissolution of the Partnership contrary to the provisions hereof, such Partner shall be liable to the other Partner for damages sustained by the other Partner, including court costs and litigation expenses, if any, reasonable attorneys' fees regardless of litigation and accounting fees incurred.

(4) Upon termination of the Partnership, the Partners shall cause the accountant for the Partnership to make a complete and final report of the books, records and accounts of the Partnership. Upon any such termination, the Partners may by their consent distribute some or all of the assets of the Partnership in kind subject to all existing liabilities of the Partnership, or shall otherwise proceed with the orderly liquidation of the assets of the Partnership. If any assets of the Partnership are to be distributed in kind, the assets shall be distributed on the basis of their fair market value and the profit or loss which would have been realized had such assets been sold at their fair market value shall be deemed realized and allocated to the Partners in accordance with their Profits Interests and credited or charged to their capital accounts, even though no gain or loss may be recognized for federal income tax purposes as a result of such distribution. Any Partner entitled to an interest in the assets shall receive his interest as a tenant-in-common with all other Partners so entitled. The fair market value of the assets shall be determined by agreement of the Partners or by an appraiser selected by the Partnership. Upon any liquidation of the Partnership business, the Partners, shall continue to share in profits and losses in accordance with their Profits Interest. Subject to the right of the Partners to set up such cash reserves as may be deemed reasonably necessary for any contingent and unforeseen liabilities or obligations of the Partnership, the proceeds of the liquidation and any other funds of the Partnership shall be distributed as follows: (1) to creditors including creditors under any loan agreement or guaranty entitled to a contingent interest in the order of priority as provided by law, except those liabilities to the Partners in their capacity as Partners; (2) to the Partners for loans, if any, made by them to the Partnership and for any expenses of the Partnership paid by them, to the extent they are entitled to reimbursement; and (3) to the Partners in proportion to their respective capital accounts. Upon the completion of the liquidation of the Partnership and the distribution of all

partnership funds (which shall occur by the end of the taxable year in which such liquidation occurs or, if later, within 90 days after the date of such liquidation), the Partnership shall cease to exist.

(Q) Bankruptcy or Insolvency of Partner

(1) Should any Partner become bankrupt, insolvent, dissolved, liquidated or terminated, wind up its affairs or make an assignment for the benefit of creditors, then from and after the date of such event that Partner (hereinafter called an "Inactive Partner") or its representative shall cease to have any voice in the conduct of the affairs of the Partnership and the operation and management of the property. Anything in this agreement to the contrary notwithstanding, all acts, consents, and decisions with respect to the Partnership and the property shall thereafter be made by the other Partner. The Inactive Partner shall, nevertheless, remain liable for its share of any losses of the Partnership or contributions to the Partnership as herein provided, and shall be entitled to receive its share of any profits or distributions from the Partnership as herein provided.

(2) The other Partner shall have the irrevocable option to nominate a third party but not itself (the "Designee") to purchase the Inactive Partner's interest in the Partnership within six (6) months after the date the Partner becomes an Inactive Partner. Should the Designee desire to exercise its option to purchase the Inactive Partner's interest, it shall notify the Inactive Partner or its representative of its intention to do so within said 6-month period. The purchase price shall then be established in accordance with paragraph (R). The sale shall be consummated within thirty (30) days from the date of the postmark of the notice setting forth the purchase price thus established. The purchase price shall be payable either in cash at the time of the transfer of the interest or, at the option of the other partner, by a note bearing interest at the rate of 8% per annum on the principal balance remaining unpaid from time to time and payable in equal quarterly installments over a period of not more than five (5) years, secured by a lien on the interest transferred and shall be evidenced by a written instrument in such form as the Inactive Partner or its representative shall reasonably request, subject to any prior existing security interest of a third party.

(3) Should the other Partner not exercise the option to nominate a Designee to purchase the Inactive Partner's interest, the Inactive Partner shall remain such in accordance with the provisions of subparagraph (1) above.

(R) Establishment of Purchase Price

The purchase price of any purchase pursuant to paragraphs (Q) shall be determined as follows:

(1) The term "value" shall mean the fair market value of all the net assets of the Partnership, excluding goodwill, and the term "interest" shall mean the interest in the Partnership for which the purchase price is being established. The term "seller" shall mean the Partner selling an interest; the term "buyer" shall mean the Partner buying an interest.

(2) The initial value shall be \$_____. During the month of February of each year, beginning with 1996, the Partners shall review the value. Upon such review a majority in voting power of the then active Partners may either (a) agree that there shall be no change in the then effective value or (b) establish a new value.

(3) Within thirty (30) days after receipt of the required notice of bankruptcy, insolvency, dissolution, termination, winding up or liquidation, the seller shall notify the buyer if it accepts the value last established; if it does, then the buyer shall be bound by the value, and the last established value shall be utilized for the calculation in subparagraph (5) below; provided, that if the Partners have not acted under subparagraph (2) above for a period in excess of twenty-six (26) months, or if the seller does not accept the value last established, then the value shall be determined in accordance with subparagraph (4) below.

(4) The then accountants for the Partnership shall establish value in accordance with subparagraph (1) above.

(5) The purchase price of the interest shall be the same percentage of the value as the interest is of all of the interests in the Partnership.

(S) Designation of Managing Partner

Only the Managing Partner as named in this Section (S) shall have the authority to act for, or undertake or assume any obligations or responsibility on behalf of, the other Partner or the Partnership, provided that any such action, undertaking or assumption on behalf of a Partner or the Partnership shall comply with the provisions of the Commonwealth of Kentucky's Uniform Partnership Act.

The Managing Partner shall be HJT Holding Company.

(T) Management of the Partnership

(1) The management and control of the Partnership by the Managing Partner shall be vested in its Chairman, who shall be responsible for the establishment of policy and operating procedures respecting the business affairs of the Partnership.
A. Wade Houston shall be the Chairman of the Managing Partner.

(2) A. Wade Houston shall be the Chief Operating Officer and President of the Partnership. As such he shall be charged with the day-to-day management of the Partnership with power and authority to sign checks, bids and contracts; make decisions in price negotiations, incur liabilities for the Partnership, and make final staffing, policy and general management decisions in the conduct of the business of the Partnership.

(3) A. Wade Houston shall not be separately compensated for his duties hereunder.

(U) Partners' Consent or Action

The Partners shall each have voting power in proportion to their share of contributions to the Partnership as set forth in paragraph (C) of this agreement. Except as otherwise specifically provided herein, any consent required to be given by the Partners, and any action permitted to be taken by the Partners, may be given or taken pursuant to the written authorization of Partners whose aggregate voting power in the Partnership, at the time the consent is to be given or the action taken, represents at least 51% of the total voting power of all of the then active Partners. A majority in voting power of the then active Partners shall constitute a quorum at all meetings of the Partnership.

(V) Future Business Opportunities and Non-Competition

During the term of the Partnership each Partner shall have the right to nominate a third party of its choice ("Third Party") which Third Party shall have an option to participate as a partner, joint venturer or stockholder with respect to any business opportunity to provide finished vehicle transportation services (cars and trucks), boats, size and weight specialized trailer transportation services or ancillary vehicle transportation services which any partner of either Partner and/or any of their affiliates may directly or indirectly be provided; provided however, there shall be excluded from such option the transportation of (a) commodities which use closed van trailers provided such trailers are not also used for out of plant, rail head or port of entry transportation of furnished motor vehicles, including automobiles, trucks, and boats; (b) transportation of commodities utilizing flat bed trailers within a 150 mile radius of a pickup or delivery point; or (c) warehousing services, it being the intention hereof that the existing business of Johnson-Houston Transportation Co. and Houston-Johnson, Inc. shall remain proprietary and afforded the opportunity for the growth thereof so long as not inconsistent with the provisions of this agreement.

Either Partner shall give or cause to be given to the other Partner written notice describing any such opportunity and the parties shall bargain in good faith with respect to the terms and conditions of participation therein, which shall in any event be

on terms and conditions no less favorable than the provisions for the other Partner's participation in this Partnership.

The Partner receiving the offer shall have forty-five (45) days within which to exercise its option to nominate a Third Party after receipt of such written notice. During such forty-five (45) day period the Offering Partner shall provide to the other Partner all data and information, financial and otherwise, respecting such opportunity as may be reasonably requested.

If the other Partner does not exercise its option, the offering Partner shall be free to pursue such business opportunity for its own account with or without other participants.

(w) Notices

Any notice, request, demand, report, certificate, or other instrument which may be required or permitted to be furnished to or served upon any partner shall be deemed sufficiently given or furnished or served if in writing and delivered in person, or deposited in the United States mail, registered or certified, return receipt requested, or duly deposited for transmission by telegraph or telecopy (facsimile machine) addressed to any such party at its address as shown from time to time on the records of the Partnership. Any Partner may specify a different address by notifying the Partners in writing of such different address. Instruments and communications delivered personally shall be deemed received when so delivered. Except as otherwise provided herein, instruments and communications mailed shall be deemed received 48 hours after deposit thereof in the United States mail; and instrument and communications telegraphed shall be deemed received when the telegraphic agencies confirm to the sender that delivery thereof has been made to the addressee. Telecopies (facsimiles) shall be deemed delivered 24-hours after sent properly.

(X) Compensation and Expenses

No Partner shall receive any compensation for its services to the Partnership as such, but each may be reimbursed for any expenses borne by it in the performance of its duties hereunder.

(Y) Further Assurances; Ratification

Each of the Partners agrees to execute and deliver all such other and additional instruments and documents and do all such other acts and things as may be necessary more fully to effectuate this agreement and carry on the business contemplated herein. Each of the Partners ratifies such actions as have been taken for or on behalf of the Partnership prior to the formal execution and delivery of this document.

(Z) Severability

The invalidity, illegality, or unenforceability of any provision of this agreement shall not affect any other provision thereof.

(AA) Successors

Subject to the provisions hereof imposing limitations and conditions upon the sale or other disposition of the interests of the Partners, all of the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the Partners.

(BB) Complete Agreement

This agreement contains all the covenants, terms, and undertakings of the Partners with respect to the Partnership and to the use, operation, and management of the property of the Partnership and may not be amended or modified in any respect except by instrument in writing signed by all of the Partners.

(CC) Applicable Law

This agreement shall be construed in accordance with the laws of Kentucky.

(DD) Legal Remedies

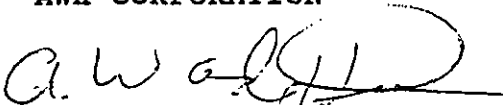
(1) It is mutually agreed that there is no adequate remedy at law in favor of the other Partners in the event of the breach of any provision hereof by any partner and that any partner, in addition to all other rights which may be available, shall have the right of specific performance in the event of any breach or of injunction in the event of any threatened breach by the other partner.

(2) Each right, power, and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise, and the exercise or beginning of the exercise by any partner of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise by such partner of any or all of such other rights, powers, or remedies.

IN WITNESS WHEREOF, the Partners have executed this agreement as of the date set forth above.


HJT HOLDING COMPANY

By: AWH CORPORATION

By: 
A. Wade Houston,
President

HJT INVESTOR CO.

By: AWH CORPORATION

By: 
A. Wade Houston,
President

Application of
DALLAS & MAVIS SPECIALIZED CARRIER CO.

SUPPLEMENT TO QUESTION 8

Names and Addresses of Partners

<u>Name</u>	<u>Address</u>
HJT Holding Co.	620 West Shipp Avenue Suite B Louisville, KY 40208
HJT Investor Co.	620 West Shipp Avenue Suite B Louisville, KY 40208

For additional information see the Verification of Applicant page.

DSCB: 54:311 (Rev. 89)
P. O. NALY COMPANY, PGH., PA 15219

Microfilm Number _____

Filed with the Department of State on _____

Entity Number _____

Secretary of the Commonwealth

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

In compliance with the requirements of 54 Pa. C.S. § 311 (relating to registration), the undersigned entity(ies) desiring to register a fictitious name under 54 Pa. C.S. Ch. 3 (relating to fictitious names), hereby state(s) that:

1. The fictitious name is: Dallas & Mavis Specialized Carrier Co.

2. The address, including street and number, if any, of the principal place of business is: (P.O. Box alone is not acceptable)
620 West Shipp Avenue, Suite B, Louisville, KY 40208 Jefferson
Number and Street City State Zip County

3. A brief statement of the character or nature of the business is: Motor common carrier of property and motor contract carrier of property

4. The name and address, including street and number, if any, of individual(s) interested in the business is (are):
Name Street and Number City State Zip

5. With respect to each entity, other than an individual, interested in such business is (are):
Name Form of Entity Organizing Jurisdiction Juris. Address PA Registered Office, if any
HJT Holding Co. Partnership Kentucky 620 W. Shipp Ave, Suite B
Louisville, KY 40208
HJT Investor Co. Partnership Kentucky 620 W. Shipp Ave, Suite B
Louisville, KY 40208

6. The applicant is familiar with the provisions of 54 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.

7. (Optional) The name(s) of the agent(s), if any, any one of whom is authorized to execute amendments to, withdrawals from or cancellation of this registration in behalf of all then existing parties to the registration, is (are): _____

IN TESTIMONY WHEREOF the undersigned have caused this registration to be executed this 2nd day of February, 19 95.

A. Wade Houston
(Individual Signature)

(Individual Signature)

(Individual Signature)

(Individual Signature)

(Name of Entity)

(Name of Entity)

BY: A. Wade Houston

BY: _____

TITLE: Partner

TITLE: _____

Protective Insurance Company

Name of Surety Company

1099 North Meridian Street
Home Office: Indianapolis, Indiana 46204

BOND NO. B-10833
Pennsylvania Intrastate

MOTOR CARRIER CARGO LIABILITY BOND

KNOW ALL MEN BY THESE PRESENTS: That we

Dallas & Mavis Specialized Carrier Co.

as Principal (hereinafter called Principal) and Protective Insurance Company,

an Indiana corporation of Indianapolis, Indiana,

as Surety (hereinafter called Surety), are held and firmly bound unto the PEOPLE OF THE STATE OF PENNSYLVANIA in the sum or sums hereinafter provided for which payment, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has applied or is about for a certificate of public convenience and necessity as a common carrier by motor vehicle pursuant to the provisions of the Laws of the State of Pennsylvania, and has elected to file with the Pennsylvania Public Utility Commission a bond conditioned as hereinafter set forth.

NOW, THEREFORE, if the above bounden Principal shall make compensation to shippers or consignees for all loss of or damage to all property belonging to such shippers or consignees which shall, while this bond is in effect, come into the possession of the Principal in connection with its transportation service, for which loss or damage the Principal may be held legally liable, then this obligation shall be void, otherwise to remain in full force and effect.

The liability of the Surety for the limits hereinafter provided shall be a continuing one notwithstanding any recovery hereunder, and extends to such losses or damages regardless of whether the motor vehicles, terminals, warehouses, and other facilities used in connection with the transportation service of the Principal are specifically described herein or not, and whether occurring on the route authorized to be served by the Principal or elsewhere.

The surety shall not be liable for an amount in excess of \$ 5,000.00 in respect of the loss of or damage to such property carried on any one motor vehicle, whether or not such losses or damages occur while such property is on a motor vehicle or otherwise.

This bond is written to assure compliance by the Principal as a common carrier by motor vehicle with the Laws of the State of Pennsylvania, and the pertinent rules and regulations of the Pennsylvania Public Utility Commission and shall inure to the benefit of any and all shippers or consignees to whom the Principal may be held legally liable for any of the damages hereinbefore described.

This bond is effective on the 2nd day of February 19 95 and shall continue in force until terminated as hereinafter provided. The Principal or the Surety may at any time terminate this bond by written notice to the Pennsylvania Public Utility Commission at its office in Harrisburg, Pennsylvania. Such termination shall become effective thirty (30) days after actual receipt of said notice by the Public Utility Commission (Pennsylvania). The Surety shall not be liable hereunder for the payment of any damages hereinbefore described which arise on property coming into the possession of the Principal in connection with its transportation service after the expiration of said thirty

(20) days period, but such termination shall not affect the liability of the Surety hereunder for the payment of any such damages arising on property coming into the possession of the Principal in connection with its transportation service prior to the date such termination becomes effective.

IN WITNESS, WHEREOF, the said Principal and Surety have executed this instrument on the 2nd day of February, 19 95.

Dallas & Mavis Specialized Carrier Co.
(Principal)

Protective Insurance Company
(Surety)

By Michael Bama

By: Becky Fraction
Becky Fraction, Attorney-in-Fact

Countersigned by: John D. Tomer

John D. Tomer,
Pennsylvania Resident Agent



PROTECTIVE INSURANCE COMPANY

1099 North Meridian Street, Ste. 700, Indianapolis, Indiana 46204

KNOW ALL MEN BY THESE PRESENTS: That Protective Insurance Company, a corporation of the State of Indiana, has made, constituted, and appointed, and, by these presents does make, constitute and appoint Gregory Bonnell, Daniel Colombo, Becky Fraction, James W. Good and Dave Yoran, of Indianapolis, Indiana, its true and lawful Attorney(s)-in-Fact, to make, execute and deliver, on its behalf as Surety, bonds, undertakings and other obligatory instruments of similar nature as follows: WITHOUT LIMITATIONS.

Such bonds, undertakings and obligatory instruments for said purposes, when duly executed by the aforesaid Attorney(s)-in-Fact, shall be binding upon said company as fully and to the same extent as if such bonds, undertakings and obligatory instruments were signed by the duly authorized officers of the Company and sealed with its corporate seal and all the acts of said Attorney(s)-in-Fact, pursuant to the authority hereby given, are ratified and confirmed.

This appointment is made pursuant to the following Bylaw which was duly adopted by the Board of Directors of the said company on December 22, 1964, and is still in full force and effect.

Article 14, Section 7, Appointment of Resident Agents, etc.

The President or any Vice President shall have power, by and with the concurrence of the Secretary or any Assistant Secretary of the Corporation to appoint Resident Vice Presidents, Resident Assistant Secretaries and Attorney(s)-in-Fact as the business of the Corporation may require, or to authorize any one of such persons to execute on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings; whether by way of surety or otherwise; provided that in the event of such execution such bonds, recognizances, stipulations and/or undertakings shall be binding upon the Corporation without the affixation thereto of its seal or the attestation thereof by any further notice.

Further, this Power of Attorney may be signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 23rd day of January, 1980, of which the following is a true excerpt:

RESOLVED, That facsimile signatures of officers and the printed or ink-stamped seal of Protective Insurance Company may be affixed to Powers of Attorney and certificates provided to public authorities. Authorities receiving such documents may consider them binding upon the Company as if manually signed and imprinted seal had been used.

IN WITNESS WHEREOF, Protective Insurance Company has caused these presents to be signed by its President and its corporate seal to be hereunto affixed and duly attested by its Secretary, this 22nd day of June, 1988.

ATTEST: James E. Kirschner
James E. Kirschner, Secretary



PROTECTIVE INSURANCE COMPANY
Gary W. Miller
Gary W. Miller, President

STATE OF INDIANA)
COUNTY OF MARION)

On the 22nd day of June in the year, 1988, before me personally came Gary W. Miller to me known who, being by me duly sworn, did depose and say, that he resides in Indianapolis, Indiana, that he is the President of the Protective Insurance Company the corporation described in, and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such a corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

STATE OF INDIANA)
COUNTY OF MARION)

Helen Rose Harris
Notary Public
COMMISSION EXPIRES 07/1995

I, James E. Kirschner, Secretary of Protective Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a power-of-attorney executed by said Protective Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have signed this certificate at Indianapolis, Indiana, this _____ 2nd day of _____ February, 1995.

James E. Kirschner
James E. Kirschner, Secretary

LAW OFFICES

VUONO, LAVELLE & GRAY

2310 GRANT BUILDING

PITTSBURGH, PA. 15219-2383

(412) 471-1800

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

February 14, 1995

TELECOPIER
(412) 471-4477

* ALSO MEMBER OF FLORIDA BAR

Re: Dallas & Mavis Specialized Carrier Co.
Docket No. A-00111776
Our File 4210

Peter S. Marzolf, Chief
Technical Review Section
Motor Carrier Services Division
Bureau of Transportation & Safety
Pennsylvania Public Utility Commission
231 State Street, Barto Building
Harrisburg, PA 17101

Dear Mr. Marzolf:

We enclose for filing with the Commission in connection with the above application three (3) date-stamped copies of Application for Registration for Fictitious Name. As noted, the application was filed with the Department of State on February 8, 1995. We ask that this document be attached to the other papers pertaining to this application which was received by the Commission on February 6, 1995.

If any additional information is required, please advise us as soon as possible.

Sincerely yours,

VUONO, LAVELLE & GRAY

William J. Lavelle
William J. Lavelle

pz
Enclosure
cc: David R. Parker, Esq.

REPORT
FOLDER

LAW OFFICES

VUONO, LAVELLE & GRAY

2310 GRANT BUILDING

PITTSBURGH, PA. 15219-2383

(412) 471-1600

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

February 7, 1995

TELECOPIER
(412) 471-4477

* ALSO MEMBER OF FLORIDA BAR

Re: Dallas & Mavis Specialized Carrier Co.
-Fictitious Name Registration
Our File 4210

Department of State
Corporation Bureau
P. O. Box 8722
Harrisburg, PA 17105-8722

HAND DELIVERED

FEB -8 95
PA Dept. of State

Gentlemen:

We enclose for filing on behalf of the above entity, the following:

1. The signed original Application for Registration of Fictitious Name.

2. A check for \$52 made payable to the Pennsylvania Department of State.

All correspondence in connection with the Application for Registration of Fictitious name should be sent to the undersigned.

Sincerely yours,

VUONO, LAVELLE & GRAY

William J. Lavelle

cd
Enclosures
cc: Dallas & Mavis Specialized Carrier Co.

C
O
P
Y

DOCKETED
APPLICATION DOCKET
FEB 17 1995
ENTRY No. _____

FEB - 8 95

Microfilm Number _____

Filed with the Department of State on _____

Entity Number _____

Secretary of the Commonwealth

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

In compliance with the requirements of 54 Pa. C.S. § 311 (relating to registration), the undersigned entity(ies) desiring to register a fictitious name under 54 Pa. C.S. Ch. 3 (relating to fictitious names), hereby state(s) that:

1. The fictitious name is: Dallas & Mavis Specialized Carrier Co.

2. The address, including street and number, if any, of the principal place of business is: (P.O. Box alone is not acceptable)

620 West Shipp Avenue, Suite B, Louisville, KY 40208 Jefferson
Number and Street City State Zip County

3. A brief statement of the character or nature of the business is: Motor common carrier of property and motor contract carrier of property

4. The name and address, including street and number, if any, of individual(s) interested in the business is (are):

Name Street and Number City State Zip

5. With respect to each entity, other than an individual, interested in such business is (are):

Name	Form of Entity	Organizing Jurisdiction	Juris. Address	PA Registered Office, if any
HJT Holding Co.	Partnership	Kentucky	620 W. Shipp Ave, Suite B Louisville, KY 40208	
HJT Investor Co.	Partnership	Kentucky	620 W. Shipp Ave, Suite B Louisville, KY 40208	

6. The applicant is familiar with the provisions of 54 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.

7. (Optional) The name(s) of the agent(s), if any, any one of whom is authorized to execute amendments to, withdrawals from or cancellation of this registration in behalf of all then existing parties to the registration, is (are): _____

IN TESTIMONY WHEREOF, the undersigned have caused this registration to be executed this 2nd day of February, 19 95.

A. Wade Houston
(Individual Signature)

HJT Holding Co.
(Name of Entity)

HJT Investor Co.
(Name of Entity)

BY: A. Wade Houston

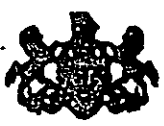
TITLE: Partner as to both Partnerships

DOCKETED
APPLICATION DOCKET
FEB 17 1995
ENTRY No. [Signature]

(Individual Signature)

(Individual Signature)

BY: DOCK TEN
TITLE: FOLDER



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITIES COMMISSION
P.O. BOX 3265, HARRISBURG, PA 17105-3265

IN REPLY PLEASE
REFER TO OUR FILE

February 17, 1995

Dallas & Mavis Specialized Carrier co.
620 West Shipp avenue
Suite - B
Louisville, KY 40208

In re: A-00111776 - Dallas & Mavis Specialized Carrier Co.

Dear Sir:

The above-cited application has been received and accepted for publication. It will be published in the Pennsylvania Bulletin of February 18, 1995.

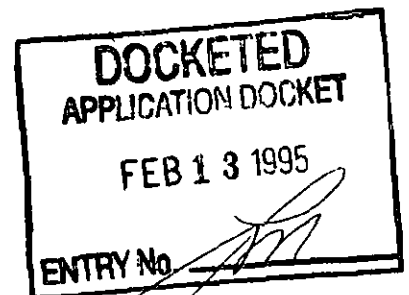
You are further advised that the above-cited application will be submitted for review provided no comments are filed on or before March 13, 1995. If comments are filed, you will be advised as to the procedure.

Yours truly,

Peter S. Marzolf, Supervisor
Application Review Section
Bureau of Transportation & Safety

PSM:rp

cc: Document Folder



DOCUMENT
FOLDER