

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

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION



Application of Lytle Brothers a Pennsylvania Business Trust
(Applicant/Transferee-Buyer)

for approval of the transfer and to exercise the right

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

No. TK 794440, Folder No. SA-0008329 issued to

Lytle, WA, RR, TM & Bruni, B.

(Transferor-Seller)

for transportation of Property
(persons-property)

PUC USE ONLY
Docket No. _____
Folder No. _____



SECRETARY'S OFFICE
Public Utility Commission

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

1. Lytle Brothers a Pennsylvania Business Trust
(Full and correct name of applicant/transferee)

2. N/A
(Trade name, if any)

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

Commonwealth on N/A (attach copy of stamped registration form.)
(date)

3. 1089 Chartiers Street PO Box 461
(Business Street Address) (P.O. Box, if any)

Bridgeville, Allegheny, PA 15017 412-221-9506
(City) (County) (State) (Zip) (Telephone)

4. Applicant's attorney (on this application) is:

N/A

(Name) _____ (Address) _____ (Telephone) _____

5. Any documents should be mailed to:

Transferee: DeBlasio Group 447 Washington Avenue, Bridgeville, PA 15017
(Name) _____ (Address) _____

Transferor: DeBlasio Group 447 Washington Avenue, Bridgeville, PA 15017
(Name) _____ (Address) _____

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

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

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

at Docket No. _____.

8. Applicant is (check one):

Individual.

Partnership. Must attach a copy of the partnership agreement (unless a copy is presently on file with PUC), and list names and addresses of partners below (use additional sheet if necessary).

(Name) _____ (Address) _____

Business Trust
Corporation. Organized under the laws of the State of Pennsylvania

and qualified to do business in Pennsylvania by registering with the Secretary of the Commonwealth on December 30, 1993 (Attach copy of Certificate of Incorporation or Authority and statement of charter purpose). Include as an attachment a list of corporate officers and their titles and the names, addresses and number of shares held by each stockholder.

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

NONE

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

11. The reason for the transfer is Partnership was converted to Pennsylvania Business Trust.

12a. The following must be attached:

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

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

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

XX Deed of Trust

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: Thomas M. Lytle President 3/10/94
(each partner must sign) (Date)
(Corporate Seal)

Transferor sign here: Thomas M. Lytle 3/10/94
(Corporate Seal)

Benjamin Brown 3/10/94

9482-1307

Filed in the Department of
State on DEC 30 1993

[Signature]
Secretary of the Commonwealth

[Signature]

2561382

DEED OF TRUST OF

LYTLE BROTHERS

A Pennsylvania Business Trust

REGISTERED OFFICE ADDRESS:

1089 Chartiers Street
Bridgeville, Pennsylvania 15017

MAILING ADDRESS:

P.O. Box 461
Bridgeville, PA 15017

December 24, 1993

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU
ROOM 308 NORTH OFFICE BUILDING
P.O. BOX 8722
HARRISBURG, PA 17105-8722

LYTLE BROTHERS, A PENNSYLVANIA BUSINESS TRUST

THE CORPORATION BUREAU IS HAPPY TO SEND YOU YOUR FILED DOCUMENT. PLEASE NOTE THE FILE DATE AND SIGNATURE OF THE SECRETARY OF THE COMMONWEALTH. THE CORPORATION BUREAU IS HERE TO SERVE YOU AND WANTS TO THANK YOU FOR DOING BUSINESS IN PENNSYLVANIA. IF YOU HAVE ANY QUESTIONS PERTAINING TO THE CORPORATION BUREAU CALL 717-787-1057.

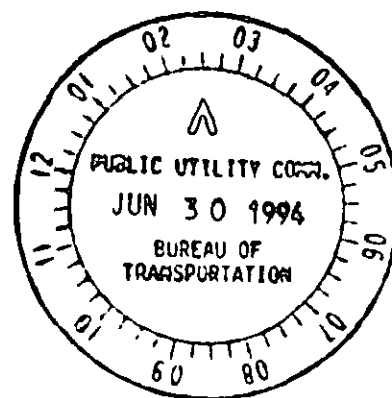
ENTITIES ACTING AS PROFESSIONAL FUNDRAISING CONSULTANTS OR PROFESSIONAL SOLICITORS ON BEHALF OF CHARITIES SOLICITING CONTRIBUTIONS WITHIN THE COMMONWEALTH OF PENNSYLVANIA MUST REGISTER WITH THE DEPARTMENT OF STATE, BUREAU OF CHARITABLE ORGANIZATIONS, ROOM 308, NORTH OFFICE BUILDING, HARRISBURG, PENNSYLVANIA 17120-0029 (717)/783-1720).

ENTITY NUMBER: 2561382

MICROFILM NUMBER: 09402

1307-1333

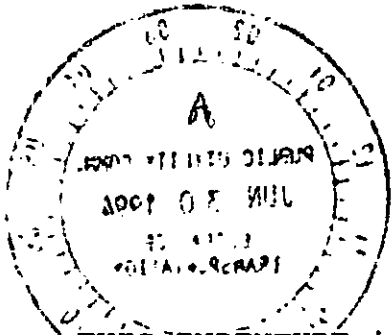
CHRISTOPHER M SWART ESQ
1151 OLD FREEPORT RD
PGH, PA 15238-3108



LYTLE BROTHERS
DEED OF TRUST

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LYTLE BROTHERS
DEED OF TRUST

THIS INDENTURE is made as of the 24th day of December, 1993, by and among Thomas M. Lytle, an individual residing at 1089 Chartiers Street, Bridgeville, Pennsylvania 15017 (hereinafter referred to as "Lytle"), and Benjamin Bruni, an individual residing at 17 Wabash Street, Morgan, Pennsylvania 15064 (hereinafter referred to as "Bruni") as Trustors (the "Trustors"), Lytle as a Trustee hereunder, Bruni as a Trustee hereunder, Mary J. Lytle, an individual residing at 1089 Chartiers Street, Bridgeville, Pennsylvania 15017 (hereinafter referred to as "Mary Lytle") as a Trustee hereunder and Margaret M. Bruni, an individual residing at 17 Wabash Street, Morgan, Pennsylvania 15064 (hereinafter referred to as Margaret Bruni) as a Trustee hereunder.

W I T N E S S E T H:

WHEREAS, the Trustors desire to establish a Business Trust pursuant to and in accordance with Title 15, Chapter 95 of the Pennsylvania Consolidated Statutes, 15 Pa.C.S.A. § 9501 et seq., entitled "Business Trusts" (hereinafter variously referred to as the "Business Trust Act" or the "Act"); and,

WHEREAS, the Business Trust is created for the purpose or purposes of engaging in any lawful act or activity for which Business Trusts may be organized pursuant to and in accordance with the provisions of the Act; and,

WHEREAS, Lytle, Bruni, Mary Lytle and Margaret Bruni (hereinafter sometimes referred to individually as a "Trustee" and collectively as the "Trustees") have accepted their appointment to the Trust established hereunder.

NOW, THEREFORE, the Trustors hereby expressly declare that there is created a Business Trust which exists subject to the Act, and transfers and delivers unto the Trustees and any successor Trustees thereto of said Business Trust, the personal property set forth in Exhibit "A", which is attached hereto and incorporated herein by reference,

TOGETHER with all the right, title and interest of the Trustors in and to such personal property.

TO HAVE AND TO HOLD said personal property, together with any additions thereto, changes therein, and alterations or accumulations thereon, (hereinafter variously referred to as the "Trust Estate" or "Assets of the Trust"), IN TRUST, pursuant to and in accordance with the Act as set forth hereinbelow:

ARTICLE I - ORGANIZATION OF THE BUSINESS TRUST

1.1 Creation of the Business Trust:

The parties hereto do hereby agree to the creation of a Business Trust pursuant to and in accordance with Title 15, Chapter 95 of the Pennsylvania Consolidated Statutes, 15 Pa.C.S.A. § 9501 et seq., entitled "Business Trusts".

1.2 Name of the Business Trust:

The Business Trust (hereinafter referred to as the "Trust") established hereunder shall be known as Lytle Brothers, a Pennsylvania Business Trust.

1.3 Filing of the Business Trust:

The Trust created hereunder shall be filed of record with the Commonwealth of Pennsylvania, Department of State and such other governmental offices as may, from time to time, be required for the proper conduct of Trust business.

1.4 Ownership of the Business Trust:

The Beneficial Interest of the Trust shall be divided into equal proportionate units of interest (hereinafter referred to as "Shares of Beneficial Interest in the Trust"). All issued and outstanding Shares of Beneficial Interest in the Trust shall be held of record by Shareholders.

1.5 Management of the Business Trust:

The overall management and control of the business and affairs of the Trust shall be vested in the Trustees, collectively, in accordance with the laws of the Commonwealth of Pennsylvania, this Deed of Trust and such By-laws as the Trustees shall, from time to time adopt.

ARTICLE II - DURATION OF THE BUSINESS TRUST

2.1 Duration of the Business Trust:

Except as otherwise provided by the laws of the Commonwealth of Pennsylvania or by this Deed of Trust, the duration of the Trust shall be perpetual. The death, disability, incapacity, bankruptcy, withdrawal, retirement, resignation or expulsion of any Trustee or Shareholder will not cause the dissolution of the Trust.

ARTICLE III - REGISTERED OFFICE OF THE BUSINESS TRUST

3.1 The Principal or Registered Office of the Business Trust:

The principal or registered office of the Trust shall be 1089 Chartiers Street, Bridgeville, Pennsylvania 15017 and a mailing address of P.O. Box 461, Bridgeville, Pennsylvania 15017. The Trust may maintain such other offices either within or without the Commonwealth of Pennsylvania, as may be determined by the Trustees.

ARTICLE IV - PURPOSE OF THE BUSINESS TRUST

4.1 General Purpose:

The general purpose or purposes of the Trust shall be to carry on and conduct any lawful business which Business Trusts organized pursuant to and in accordance with provisions of the Act may engage in, having as its objective, the making of a profit for the owners of the Beneficial Interest of the Trust.

4.2 Specific Purpose:

The Trust is formed for the express purpose of trucking and transporting building materials.

ARTICLE V - SHARES OF BENEFICIAL INTEREST IN THE TRUST

5.1 Division of the Beneficial Interest in the Trust:

The Beneficial Interest of the Trust shall be divided into an equal number of Shares of Beneficial Interest in the Trust.

5.2 Authorized Number of Shares of Beneficial Interest in the Trust:

The total number of Shares of Beneficial Interest in the Trust that are authorized hereunder shall be One Hundred Thousand (100,000) Shares.

5.3 Issued and Outstanding Shares of Beneficial Interest in the Trust:

Each of the issued and outstanding Shares of Beneficial Interest in the Trust shall represent an equal proportionate interest in both the assets and liabilities of the Trust. No single Share of Beneficial Interest in the Trust shall have greater value, priority or preference over any other single Share of Beneficial Interest in the Trust.

5.4 Par Value of Shares of Beneficial Interest in the Trust:

Each and every Share of Beneficial Interest in the Trust shall have a par value of \$1.00 and once issued and outstanding shall be considered fully paid and non-accessible.

5.5 Voting of Shares of Beneficial Interest in the Trust:

Each and every issued and outstanding Share of Beneficial Interest in the Trust shall be entitled to one (1) vote at any annual and/or special meeting of the Shareholders, if a quorum is present, as quorum is defined in the By-laws of the Trust. It is required that a majority of votes shall be necessary for the taking of any trust action that is authorized to be taken by Shareholders at such a meeting.

5.6 Record Ownership of Shares of Beneficial Interest in the Trust:

The record ownership of Shares of Beneficial Interest in the Trust shall be recorded by the Secretary of the Trust in the transfer books of the Trust or shall be registered by such Transfer Agent retained by the Trust. Unless otherwise prohibited by the laws of the Commonwealth of Pennsylvania or a written agreement entered into by all Shareholders of record, the Shares of Beneficial Interest in the Trust shall be freely transferable, without restriction, by the Shareholders.

5.7 Identity of Shareholders of Record:

For purposes of formal identification of both the Shareholders and the number of Shares of Beneficial Interest in the Trust owned by said Shareholders, it shall be conclusively presumed that the identity of the Shareholders, as well as the number of Shares of Beneficial Interest in the Trust owned by said Shareholders shall be found in the transfer books of the Trust or the record keeping of a Transfer Agent, if any, retained by the Trust.

5.8 Preemptive Rights:

The Shareholders do not have any preemptive right to subscribe to any additional Shares of Beneficial Interest in the Trust.

5.9 Assets of the Trust:

Nothing herein contained shall be deemed to vest a severable ownership interest in any specific Asset or Assets of the Trust. No Shareholder shall have the right to personally possess any Assets of the Trust nor shall any Shareholder have the right of partition of any Asset of the Trust. Each Shareholder shall own a proportionate undivided interest in the Assets of the Trust.

5.10 Dividends:

The Shareholders of record shall be entitled to receive dividends when and as declared according to the By-laws and the provisions of Subsections (a) and (b) of this Section 5.10.

(a) All dividends of the Trust shall be paid from the income of the Trust in such manner and in such amounts, as a majority vote of the Trustees may determine, from time to time;

(b) All dividends of the Trust, when declared, shall be distributed pro-rata to the Shareholders of record as of the record date established in Section 5.12.

5.11 Distributions:

The Shareholders of record shall be entitled to receive distributions when and as declared according to the By-laws and the provisions of Subsections (a) and (b) of this Section 5.11.

(a) All distributions of the Trust shall be paid from the principal of the Trust in such manner and in such amounts, as a majority vote of the Trustees may determine, from time to time;

(b) All distributions of the Trust, when declared, shall be distributed pro-rata to the Shareholders of record as of the record date established in Section 5.12.

5.12 Closing of Transfer Books or Fixing of Record Dates:

For the purpose of determining Shareholders entitled to notice of or to vote at any meeting of Shareholders or any adjournment thereof, or Shareholders entitled to receive payment of any dividends or distributions hereunder, or in order to make a determination of Shareholders for any other proper purpose, the Trustees may provide that the transfer books of the Trust, either maintained by the Secretary of the Trust or a Transfer Agent retained by the Trust, shall be closed for a stated period but not to exceed, in any case, ninety (90) days. If the transfer books of the Trust shall be closed for the purpose of determining Shareholders entitled to notice of or to vote at a meeting of Shareholders, such books shall be closed for at least fifteen (15) days immediately preceding such meeting. In lieu of closing the transfer books of the Trust, the Trustees may fix in advance the date as the record date for any such determination of Shareholders, such date in any case to be not more than thirty (30) days and, in the case of meetings of the Shareholders, not less than 15 (fifteen) days prior to the date on which the particular action, requiring such determination of Shareholders, is to be taken. If the transfer books of the Trust are not closed and no record date is fixed for the determination of Shareholders entitled to notice of or to vote at a meeting of

Shareholders, or Shareholders entitled to receive payment of a dividend or any distribution of the Assets of the Trust, the date on which notice of the meeting is mailed or the date on which the resolution of the Trustees declaring such dividend is adopted, as the case may be, shall be the record date for such determination of Shareholders of record. When a determination of Shareholders entitled to vote at any meeting of Shareholders has been made as provided in this Section, such determination shall apply to any adjournment thereof.

5.13 Redemption of Shares of Beneficial Interest in the Trust:

The Trustees, by majority vote, shall have the right to redeem Shares of Beneficial Interest in the Trust upon such terms and conditions as the Trustees may determine, from time to time.

ARTICLE VI - THE TRUSTEES

6.1 Number of Trustees:

The number of Trustees serving the Trust shall at all times be no less than one (1) Trustee nor greater than five (5) Trustees. Notwithstanding this limitation as to the number of Trustees serving the Trust, the exact number of Trustees that shall serve the Trust from time to time shall be determined by a majority vote of the Shareholders of record.

6.2 Election of Trustees by Shareholders:

All Trustees shall be elected annually, as specifically provided for in the By-laws, by a majority vote of the Shareholders of record. There shall be no cumulative voting with respect to the election of Trustees.

6.3 Annual Term of Office of Trustees:

Each Trustee elected by a majority vote of the Shareholders of record shall hold office for a period of one (1) year, or until the next annual meeting of the Shareholders, as prescribed by the By-laws. A Trustee shall be entitled to be elected to successive annual terms as a Trustee, without limitation as to the length of time in which said Trustee may serve the Trust.

6.4 Resignation of Trustees:

Every Trustee shall be entitled to resign, withdraw or retire from the position of Trustee after having first given written notice of said resignation, withdrawal or retirement to all Shareholders of record on the date of written notice of said resignation, withdrawal or retirement. The written notice of resignation, withdrawal or retirement shall specify the effective date of said resignation, withdrawal or retirement or if not specified, said resignation, withdrawal or retirement shall be effective immediately upon delivery of said notice to the Shareholders of record.

6.5 Removal of Trustees:

Any or all of the Trustees may be removed at any time by a majority vote of the Shareholders of record. Any such removal of a Trustee shall be without prejudice to any written contract rights that said Trustee may have with the Trust.

6.6 Trustee Vacancy and Appointment of Successor Trustees:

Should there be a vacancy in the office of Trustee due to death, disability, incapacity, removal, resignation, withdrawal, retirement or any other reason whatsoever, such vacancy shall be filled by a majority vote of the Shareholders of record.

6.7 Increase or Decrease in the Number of Trustees:

Notwithstanding the provisions of Section 6.1, a majority of the Shareholders of record may increase or decrease the number of Trustees at any time.

6.8 Effect of Death, Disability, Incapacity, Removal, Resignation, Withdrawal or Retirement of Trustee:

The death, disability, incapacity, removal, resignation, withdrawal, retirement, or creation of a vacancy in the office of the Trustee for any other reason whatsoever shall not constitute a termination of the Trust.

6.9 Bonding of Trustees:

Any Trustee or successor Trustee shall not be required to post bond for his, her or its faithful performance hereunder.

6.10 Trustee Liability:

Notwithstanding the provisions of Section 13.5, any Trustee or successor Trustee shall not be personally liable for errors of judgment or mistakes of fact or law.

6.11 Expert Advice for Trustees:

Notwithstanding the provisions of Section 13.5, the Trustees shall have the absolute right to seek the advice of any expert including, but not limited to, attorneys, accountants, financial advisors or the like with respect to the interpretation of this Deed of Trust and such Trustees shall incur no personal liability for any act or failure to act in accordance with such expert advice.

ARTICLE VII - MANAGEMENT OF THE BUSINESS TRUST

7.1 Trustees:

The overall management and control of the business and affairs of the Trust shall be vested in the Trustees, collectively. This Deed of Trust shall vest such power in the Trustees as is necessary and desirable to carry out said management duties.

7.2 Officers:

The Trustees shall, consistent with the provisions in the By-laws, elect and remove Officers and retain Agents, Experts, Professionals, etc, as is necessary to assist the Trustees in managing the business and affairs of the Trust.

7.3 Dual Capacity:

Nothing herein shall prevent a Trustee from holding a position of both Trustee and Officer of the Trust. Similarly, any Trustee may also provide expert or other professional advice or services to the Trust in said Trustee's expert or professional capacity.

7.4 Trustees Compensation and Expenses:

The Trustees shall be fully and wholly reimbursed for all costs and expenses associated with the administration of the Trust as well as their management of the business and affairs of the Trust. Reimbursement of all costs and expenses shall be provided from the Assets of the Trust and shall include, but not be limited to, all organizational costs and expenses, administrative costs and expenses and indemnification costs and expenses provided for under this Deed of Trust and the By-laws. In addition to the reimbursement of all costs and expenses, the Trustees may be entitled to reasonable compensation for the services rendered to the Trust, with the determination of said compensation, if any, to be made by a vote of the majority of the Shareholders of record. Nothing contained herein shall prevent or preclude the Trust from reimbursing costs and expenses or paying compensation, if any, to the Trustees.

7.5 Officers Compensation and Expenses:

All Officers that are elected pursuant to the appropriate provisions of the By-laws, shall be entitled to reasonable compensation, to be determined by a majority vote of the Trustees. In addition, upon a majority vote of the Trustees any and all reasonable costs and expenses incurred by said Officers shall be reimbursed from the Assets of the Trust. Nothing contained herein shall prevent or preclude the Trust from reimbursing costs and expenses or paying compensation, if any, to the Officers.

7.6 Assets of the Trust:

At all times, it shall be deemed that all of the Assets of the Trust shall be considered vested in the Trustees.

7.7 Segregation of Assets of the Trust:

The real and personal property and other Assets of the Trust shall be held by the Trustees separate and apart from any real and personal property or other assets now or hereafter owned individually or held in any other capacity by any Trustee serving the Trust.

7.8 Principal and Income of the Trust:

Should the Trust earn any income which is not distributed to the Shareholders of record pursuant to the provisions of Section 5.10 relating to dividends and in accordance with the By-laws, said income shall be added to and considered principal of the Trust.

7.9 Trustee Action:

The actions of the Trustees in carrying out the power and authority conferred hereunder and under the By-laws shall be deemed binding upon any interested party.

ARTICLE VIII - TERMINATION OF THE BUSINESS TRUST

8.1 Majority Vote of Shareholders:

The Trust may be terminated only by a majority vote of the Shareholders of record.

8.2 Evidence of Termination:

Upon a majority vote to terminate the Trust by the Shareholders of record, the Secretary of the Trust shall enter and record said majority vote of the Shareholders in the Minutes of the Trust. In addition, the President and the Secretary of the Trust shall execute a certificate or other document so as to certify that the Trust was terminated by a majority vote of the Shareholders of record.

8.3 Notification of Termination:

Upon the termination of the Trust, the President of the Trust or the Trustees shall properly notify the Commonwealth of Pennsylvania, Department of State of the termination of the Trust. In addition, the President or the Trustees shall provide such other notification of the termination of the Trust to any and all third parties as the Act may require, from time to time.

8.4 Cessation of Business:

Upon the termination of the Trust, no further business shall be conducted in the Trust name except for the taking of such action as is necessary or appropriate for the completion of incomplete transactions, discharge of the Trust debts and liabilities, winding-up and liquidation of Trust affairs and distribution of the Assets of the Trust.

8.5 Liquidation:

Upon the termination of the Trust, the Trustees may sell, convey or otherwise dispose of any Assets of the Trust which a majority vote of the Shareholders of record may determine are appropriate for sale, conveyance or disposition, provided; that, all outstanding obligations, taxes and liabilities, if any, are first and properly resolved.

8.6 Distribution of Assets:

Upon the termination of the Trust, any assets remaining in the Trust after the payment of all obligations, taxes and other liabilities of the Trust, shall be distributed to the remaining Shareholders in proportion to their record ownership of Shares of Beneficial Interest in the Trust.

8.7 Discharge of Trustees:

Upon the termination of the Trust, and upon the payment of all obligations, taxes and liabilities under the Trust, as well as the distribution of all Assets of the Trust, the Trustees shall be discharged of and from all duties and liabilities and the right, title and interest of the Trustees in the Assets of the Trust shall cease to exist.

ARTICLE IX - AMENDMENT OF THE DEED OF TRUST

9.1 Initial Amendment:

At any time subsequent to the filing of this Deed of Trust with the Commonwealth of Pennsylvania, Department of State, and prior to the issuance of any Shares of Beneficial Interest in the Trust, the Trustees may amend this Deed of Trust by majority vote.

9.2 Subsequent Amendment:

At any time subsequent to the filing of this Deed of Trust with the Commonwealth of Pennsylvania, Department of State, and subsequent to the issuance of any Shares of Beneficial Interest in the Trust, the Trustees, then in office, may propose an amendment to this Deed of Trust, said amendment to become effective only upon a majority vote of the Shareholders of record.

9.3 Filing of Amended Deed of Trust:

In the event that this Deed of Trust is amended at any time, in whole or in part, pursuant to Sections 9.1 and 9.2, said amended Deed of Trust shall be filed of record with the Commonwealth of Pennsylvania, Department of State and such other governmental offices as may, from time to time, be required for the proper conduct of Trust business.

ARTICLE X - MEETINGS OF SHAREHOLDERS AND TRUSTEES

10.1 Annual Meeting of the Shareholders:

The Shareholders shall meet either formally or informally, according to the provisions of the By-laws, at least once each calendar year for purposes of conducting such Trust business as is properly conducted at an annual meeting.

10.2 Special Meetings of the Shareholders:

Special meetings of the Shareholders may be called by any Shareholders, Trustees or such Officers of the Trust as may properly call a special meeting of the Shareholders, in accordance with the provisions set forth in the By-laws.

10.3 Regular Meetings of the Trustees:

The Trustees shall have such regular meetings as shall be determined from time to time by the Trustees, in accordance with the provisions set forth in the By-laws.

10.4 Special Meeting of the Trustees:

The Trustees shall have such special meetings as shall be determined from time to time by the Trustees, in accordance with the provisions set forth in the By-laws.

10.5 Place of Meeting:

Unless otherwise specified in the By-laws, all meetings shall be held at the principal office of the Trust or at such other place either within or without the Commonwealth of Pennsylvania as the Trustees and/or Shareholders may determine, from time to time.

ARTICLE XI - POWERS OF THE TRUSTEES

11.1 General Powers:

Except as otherwise provided by the laws of the Commonwealth of Pennsylvania or by this Deed of Trust, the Trustees control of the administration of the Trust shall be independent of and from the Shareholders. In managing the business and affairs of the Trust, the Trustees shall have full power and proper authority to perform any and all acts and execute any and all documents or instruments consistent with the provisions of the laws of the Commonwealth of Pennsylvania, this Deed of Trust and the By-laws. In further managing the business and affairs of the Trust, the Trustees shall not be limited or bound in their investment philosophy or strategy by any present, contemplated or future law regarding Trust investments.

11.2 Specific Powers:

Except as otherwise provided by the laws of the Commonwealth of Pennsylvania or by this Deed of Trust, and specifically without limiting the general powers hereinbefore provided, the Trustees shall have the following specific powers with regard to the management of the business and affairs of the Trust:

(a) to obtain, maintain and retain any or all types of property, real or personal, which may at any time become a part of the Trust Estate specifically including the power to obtain,

maintain and retain any property, real or personal, into which the same or any part thereof may be converted by reason of any reorganization, recapitalization, consolidation, merger, liquidation, exchange or other transaction, for such time as the Trustees shall deem appropriate, notwithstanding the fact that any of such real or personal property so obtained, maintained and retained is of such a character or size which, but for this express authority, would not be considered proper for the Trustees;

(b) to manage and operate any type of business which Business Trusts may properly manage and operate under the laws of the Commonwealth of Pennsylvania with the express authority to delegate the management and affairs of said business when the said Trustees deem such delegation to be advisable, all with the objective of making a profit for the Shareholders;

(c) to create, organize, or acquire any interest in a Partnership, whether as a general partner or as a limited partner;

(d) to invest and reinvest all or any part of the Trust Estate in any property and undivided interest in property, wherever located, including bonds, debentures, secured notes, unsecured notes, stocks of corporations regardless of class, interest in limited partnerships, real estate or any interest in real estate, interest in trusts, business trusts and investment trusts, without being limited by any statute or rule of law concerning investments by Fiduciaries;

(e) to sell, convert, assign, convey, exchange, transfer or otherwise dispose of, or grant options with respect to, any or all securities or other property, real or personal, at any time constituting part of the Assets of the Trust, at any public or private sale or by way of reorganization, recapitalization, consolidation, merger, liquidation, exchange or other transaction, for such consideration and upon such terms and conditions as the Trustees shall deem appropriate, and without liability on the part of the purchaser to see to the application of the purchase money or to inquire into the validity or propriety of such sales.

(f) to enter into any agreement regarding the sale, conveyance or encumbrance of any real property constituting any part of the Trust Estate including, but not limited to, Agreements of Sale, Mortgages, Options and to execute and deliver good and sufficient deeds for any real estate, conveying title free and clear of all liens and encumbrances and the Trust;

(g) to enter for any purpose into a lease as Lessor or Lessee with or without option to purchase or renew for any term, as the Trustees shall deem appropriate;

(h) to subdivide, develop or dedicate real property to public use or to make or obtain the vacation of plats and adjust boundaries, to adjust differences in valuation on exchange or partition by giving or receiving consideration and to dedicate easements to public use without consideration, all as the Trustees shall deem appropriate;

(i) to make ordinary or extraordinary repairs or alterations in buildings or other structures, to demolish any improvements, or to raze existing or erect new party walls or buildings, all as the Trustees deem appropriate;

(j) to collect, receive, and receipt for rents, issues, profits and income of the Trust Estate;

(k) to refrain from voting or to vote shares of stock owned by the Trust Estate at Shareholders meetings in person or by special, limited or general Proxy and in general to exercise all the rights, powers and privileges of an owner in respect to any securities constituting a part of the Trust Estate;

(l) to participate in any plan of reorganization, recapitalization, consolidation, merger, liquidation, exchange or other transaction involving any company or companies whose stock or other security shall be part of the Trust Estate, and to deposit such stock or other securities under any plan of reorganization or with any protective Committee and to delegate to such Committee discretionary power with relation thereto, to pay a proportionate part of the expenses of such Committee and any assessment levied under such plan, to accept and retain new securities received by the Trustees pursuant to any such plan, to exercise all conversions, subscriptions, voting and other rights, of whatsoever nature pertaining to such property, and to pay any amount or amounts of money as the Trustees may deem appropriate in connection therewith;

(m) to borrow money for any purpose and to secure the repayment of any or all borrowed monies by encumbering, mortgaging or pledging any asset of the Trust Estate in connection with the repayment of said borrowed money;

(n) to compromise, adjust, arbitrate, sue on or defend, abandon, or otherwise deal with and settle claims in favor of or against the Trust Estate, the Trust or the Trustees;

(o) to obtain and maintain accounts or deposits in, or certificates of deposit of, banks, savings and loans, or other institutions or associations including, but not limited to, custodian, agency, investment and advisory accounts;

(p) to hold any securities or other property of the Trust Estate in the name of a nominee;

(q) to obtain and maintain insurance to protect the Trust Estate;

(r) to obtain and maintain liability insurance on behalf of any of the Trustees, Officers, Employees or Agents of the Trust against any liability asserted or incurred against such Trustees, Officers, Employees or Agents of the Trust or arising out of such persons status as a Trustee, Officer, Employee or Agent of the Trust, against any third persons;

(s) to adopt, amend or repeal the By-laws of the Trust to the extent that such adoption, amendment or repeal of said By-laws is not inconsistent with the laws of the Commonwealth of Pennsylvania, this Deed of Trust and any sole right to amend or repeal the By-laws specifically reserved to the Shareholders;

(t) to elect and remove Officers and retain Agents, Experts and Professionals including, but not limited to, accountants, investment advisors, brokers, attorneys, tax specialists and realtors, as prescribed in the By-laws to assist such Trustees in managing the business and affairs of the Trust;

(u) to charge the income or the principal of the Trust for the fees or other compensation of such Officers, Agents, Experts and Professionals.

(v) to delegate such authority in the management of the business and affairs of the Trust as the Trustees may deem necessary, from time to time, to such Officers, Agents, Experts, or Professionals employed by the Trust;

(w) to create any Committee or Committees to assist the Trustees in the management of the business and affairs of the Trust as the Trustees may deem necessary, from time to time;

(x) to pay dividends from the income of the Assets of the Trust to the Shareholders in kind or in money, or partly in kind or partly in money, as the Trustees may deem appropriate, from time to time;

(y) to pay distributions from the principal of the Assets of the Trust to the Shareholders in kind or in money, or partly in kind or partly in money, as the Trustees may deem appropriate, from time to time;

(z) to redeem Shares of Beneficial Interest in the Trust upon such terms and conditions as the Trustees may deem appropriate, from time to time;

(aa) to acquire, own and dispose of Shares of Beneficial Interest in the Trust to the same extent that a Trustee could acquire, own or dispose of Shares of Beneficial Interest in the Trust as if said Trustee were not acting in the official capacity of a Trustee; and,

(bb) to specifically utilize any and all assets of the Trust Estate in carrying out the specific powers hereinbefore granted.

11.3 Contractual Powers:

(a) Any obligation or agreement between the Trust and any of its Trustees, Officers or Agents shall be considered null and void unless said Trustee, Officer or Agent first obtains the following: (i) an affirmative vote authorizing the terms and conditions of the obligation or agreement by a majority of the disinterested Trustees after full disclosure of all material facts as to both the relationship at issue and the terms and conditions of the proposed obligation or agreement; and, (ii) an affirmative vote authorizing the terms and conditions of the obligation or agreement by a majority of the Shareholders after full disclosure of all material facts as to both the relationship at issue and the terms and conditions of the proposed obligation or agreement.

(b) Any obligation or agreement between the Trust and any other Business Trust, Corporation, Partnership, Association or other organization in which one or more of the Trustees or Officers of the Trust either have a financial interest in or are also acting as a Trustee, Director or Officer of the other Business Trust, Corporation, Partnership, Association or other organization, shall be considered null and void unless said Trustee or Officer first obtains the following: (i) an affirmative vote authorizing the terms and conditions of the obligation or agreement by a majority of the disinterested

Trustees after full disclosure of all material facts as to both the relationship at issue and the terms and conditions of the proposed obligation or agreement; and, (ii) an affirmative vote authorizing the terms and conditions of the obligation or agreement by a majority of the Shareholders after full disclosure of all material facts as to both the relationship at issue and the terms and conditions of the proposed obligation or agreement.

(c) Notwithstanding the provisions of Subsections (a) and (b) of this Section 11.3, any obligation or agreement shall otherwise be valid if said obligation or agreement was fair to the Trust as of the time it was authorized and approved or ratified by the Trustees and the Shareholders.

ARTICLE XII - INDEMNIFICATION PROVISIONS

12.1 Right to Indemnification:

Unless otherwise prohibited by the laws of the Commonwealth of Pennsylvania, the Trust shall indemnify and hold harmless any person who was or is a party or is threatened to be made a party to or is otherwise involved in (as a witness or otherwise) any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he, she or it was a Trustee, Officer, or Agent of the Trust, or is or was serving at the request of the Trust as a Trustee, Director, Officer, or Agent of another Business Trust, Corporation, Partnership, Joint Venture, or other Enterprise, against all expenses (including attorney fees) judgments, fines and amounts paid in settlement actually and reasonably incurred by said Trustee, Officer or Agent in connection with such action, suit or proceeding or the defense or settlement thereof of any claim, issue or matter therein.

12.2 Expenses of Indemnification:

All costs and expenses incurred by any such person indemnified pursuant to Section 12.1, in defending any such action, suit or proceeding may be paid by the Trust in advance of the final disposition of such action, suit or proceeding if authorized by a majority of the Trustees of the Trust who are not interested in such action, suit or proceeding, provided, that,

the person indemnified agrees in writing to reimburse the Trust in the event that a Court of competent jurisdiction ultimately holds that the person indemnified is not entitled to indemnification under Section 12.1.

12.3 Continuation of Indemnification:

The indemnification provided hereunder shall not be deemed exclusive of any other rights to which a person seeking indemnification may be entitled under any agreement, vote of Shareholders or vote of disinterested Trustees or otherwise, both as to the actions in their official capacity and action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Trustee, an Officer or Agent of the type referred to above and shall inure to the benefit of the heirs, executors or administrators of such person.

12.4 Prompt Reimbursement:

In the event that a claim for indemnification pursuant to Section 12.1 hereof is not paid in full by the Trust within sixty (60) days of the date said claim for indemnification is first submitted to the Trust, the person to be indemnified may immediately file suit against the Trust to recover any unpaid portion of their claim for indemnification and, if successful, in whole or in part, in establishing the claim for indemnification, the person to be indemnified shall also be entitled to be reimbursed for all reasonable expenses, including attorney's fees, for prosecuting such claim.

12.5 Indemnification Fund:

The Trust shall have the power to at any time create a fund which may, but need not be, under the control of the Trustees, to secure or insure in any manner its obligations to indemnify hereunder.

12.6 Modification or Amendment of Indemnification Provisions:

Notwithstanding anything to the contrary under the laws of the Commonwealth of Pennsylvania, no person entitled to the indemnification provisions of Section 12.1 shall lose the right

to be indemnified because of a subsequent modification or amendment to the indemnification provisions created hereunder. Any repeal, in whole or in part, of the indemnification provisions created hereunder shall not affect the rights of any person to continue being indemnified for any claim for indemnification that arose prior to the Trust's repeal, in whole or in part, of the indemnification provisions provided hereunder.

**ARTICLE XIII - LIMITATION OF PERSONAL LIABILITY FOR
SHAREHOLDERS, TRUSTEES, OFFICERS OR AGENTS**

13.1 Limitation of Personal Liability of Shareholders:

No current or former Shareholder shall be held personally liable for any threatened, pending or completed action, suit or proceeding against the Trust solely by reason of having been a Shareholder. Any judgment or decree entered against the Shareholder for any act, failure to act or obligation of the Trust shall be satisfied solely from the Assets of the Trust and no personal liability whatsoever shall attach to any current or former Shareholder of the Trust.

13.2 Indemnification of Shareholders:

The Trust shall indemnify and hold harmless each current or former Shareholder including said current or former Shareholder's respective heirs, personal representatives, successors and assigns for any personal liability that a current or former Shareholder incurs solely by reason of having been a Shareholder of the Trust. This indemnification shall include reimbursement of all costs and expenses (including attorney's fees), judgments and amounts paid in settlement actually and reasonably incurred by said Shareholder in connection with any threatened, pending or completed action, suit or proceeding.

13.3 Defense of Shareholders:

Upon the express written request of any current or former Shareholder, the Trust shall assist said current or former Shareholder in defending any threatened or pending action, suit or proceeding against said current or former Shareholder for any act, failure to act or obligation of the Trust. Notwithstanding any right to appeal, any adverse judgment obtained thereunder shall be satisfied from the Assets of the Trust.

13.4 Trustees, Officers or Agents Cannot Bind the Shareholders:

The Trustees, Officers or Agents of the Trust shall not have the power or authority to bind any Shareholder personally. Furthermore; unless a Shareholder is subscribing to Shares of Beneficial Interest in the Trust, the Trustees shall not seek the payment of any money or assessment from the Shareholders for any reason whatsoever.

13.5 Limitation of Personal Liability of Trustees, Officers and Agents:

Notwithstanding any provisions to the contrary under the laws of the Commonwealth of Pennsylvania, no Trustee, Officer or Agent of the Trust shall be held personally liable for monetary damages, or otherwise for any act, failure to act or obligation of the Trust unless said act or failure to act equates to a breach of fiduciary duty for self-dealing, willful misconduct or recklessness.

13.6 Trustees, Officers or Agents Cannot Bind Other Trustees, Officers or Agents:

The Trustees, Officers or Agents of the Trust shall not have the power or authority to bind any other Trustee, Officer or Agent of the Trust personally. Each Trustee, Officer or Agent of the Trust while acting in the capacity of a Trustee, Officer or Agent of the Trust shall not be deemed to be acting in his, her or its own individual capacity.

13.7 Public Notice of Limitation of Personal Liability to Shareholders, Trustees, Officers or Agents:

In all Trust dealings with third parties, the Trustees shall, whenever possible, make a reasonable effort to inform said third parties that the real and/or personal property of the Shareholders, Trustees, Officers or Agents of the Trust shall not, under any circumstances, be subject to the claims or obligations of the Trust. To all extent practical, the Trustees shall reference the requirements of this Section 13.7 in all written documents or other instruments of the Trust. Furthermore; the requirements of this Section 13.7 shall specifically include appropriately labeling all certificates for Shares of Beneficial Interest in the Trust. However; in no event shall the Shareholders, Trustees, Officers or Agents of the Trust be personally liable because of the failure to so notify third parties of the limited personal liability hereunder.

ARTICLE XIV - MISCELLANEOUS PROVISIONS

14.1 Trust is Not a Partnership:

Nothing herein contained shall be construed as creating a partnership among the parties to this Deed of Trust and all business activity performed hereunder shall be carried out in accordance with the laws of the Commonwealth of Pennsylvania, this Deed of Trust and the By-laws. However; nothing herein contained shall prevent the Trust from filing a Federal Income Tax return as either a Corporation, Sub-Chapter S Corporation or Partnership in accordance with the Federal law, then in effect.

14.2 Legal Construction:

In case any one or more of the provisions contained in this Deed of Trust shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable provision shall not affect any other provision of this Deed of Trust, and this Deed of Trust shall be construed as if that invalid, illegal or unenforceable provision had never been contained in this Deed of Trust.

14.3 Counterparts:

This Deed of Trust may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original.

14.4 Headings:

The article and/or section headings used in this Deed of Trust are used for administrative purposes only and shall not be considered in construing the terms of this Deed of Trust.

14.5 Applicable Law:

This Deed of Trust shall be created under and shall be governed by and construed under and in accordance with the laws

of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the undersigned, being the Trustors and the Trustees, have executed this Deed of Trust with the intent to be legally bound hereby, as of the day and year first above written.

WITNESS:

[Handwritten Signature]
as to both

WITNESS:

[Handwritten Signature]
as to all

TRUSTORS:

Thomas M. Lytle
Thomas M. Lytle

Benjamin Bruni
Benjamin Bruni

TRUSTEES:

Thomas M. Lytle
Thomas M. Lytle

Benjamin Bruni
Benjamin Bruni

Mary J. Lytle
Mary J. Lytle

Margaret Bruni
Margaret M. Bruni

9402-1333

EXHIBIT "A" TO LYTLE BROTHERS DEED OF TRUST

THE SUM OF TEN THOUSAND AND 00/100 (\$10,000.00) DOLLARS

LYTLE BROTHERS
P.O. BOX 461
Bridgeville, PA 15017

PUC-190 Transfer
Question 12a.

Sales Agreement:

The transferor agrees to transfer all assets owned by the transferor to the transferee in exchange for the transferor's immediate and complete assumption of the debts listed below. The current and other than operational assets of the transferor exceed the debts listed. No amount will be paid for any PUC rights.

List of equipment to be used:

- | | |
|-------------|--------------|
| 1. Brockway | 1972 Boom |
| 2. Mack | 1973 Boom |
| 3. Brockway | 1977 Boom |
| 4. Mack | 1978 Boom |
| 5. Ford | 1978 Boom |
| 6. Mack | 1979 Dump |
| 7. Ford | 1985 Pick-up |
| 8. Int'l | 1986 Boom |
| 9. Int'l | 1978 Boom |

Operating authority to be transferred/retained:

All operating authority is to be transferred from the partnership to the business trust.

Statement of Financial Condition is Attached.

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

Integra Bank	\$ 16,579.
Robert Lytle	26,712.
Payroll taxes withheld	3,813.
Various trade payable	<u>5,225.</u>
Total	<u>\$ 52,329.</u>

All debts are current and will be paid by the transferee when due.

Statement of safety program:

The transferee will utilize the same safety program and procedures as established by the transferor.

Statement of transferee's experience:

The transferee will retain the transferor's employees. The general partners of the transferee will become officer's and owner's of the transferor. The transferee will therefore be as experienced as the transferor.

as of December 31, 1993

Date

ASSETSCURRENT ASSETS

Cash			45,207.
Accounts Receivable			
Notes Receivable			
Other current assets (Specify)			
Total current assets			45,207.

TANGIBLE ASSETS

Land			6,120.
Motor Vehicle Equipment	431,693.		
Less: Accumulated Depreciation	- 430,135.	=	1,558.
Buildings and Structures			
Less: Accumulated Depreciation	-	=	
Investments and Funds (Specify)			
Intangible Assets			
Other assets (Such as advances and Idle equipment - specify)			52,885.

LIABILITIESCurrent Liabilities (liabilities due within one year of date)

Accounts Payable			5,225.
Notes Payable			
Equipment Obligations			16,579.
Other Liabilities (attach schedule) Current Payroll taxes			3,813.
Total Current Liabilities			25,617.

Long Term Liabilities (liabilities due after one year of date)

Accounts Payable			
Notes Payable			26,713.
Equipment Obligations			
Other Liabilities (attach schedule)			
Total Long Term Liabilities			26,173.

Total Liabilities

52,329.

Net Worth (partnerships & individuals)

556.

OWNERS EQUITY (Corporations only)

Capital Stock (Corporations only)			
Additional paid-in capital			
Retained Earnings (Corporations only)			
Less: Treasury Stock		=	
Total Owner's Equity (Corporations only)			

Total Liabilities & Owner's Equity
(Corporations only)

52,885.

STATEMENT OF FINANCIAL CONDITION

INCOME STATEMENT

For the 12-month period ending December 31, 1993

(Date)

REVENUE and GAINS

Operating Revenue	539,616.
Net Revenue from non-carrier operation	
Dividend and Interest revenues	1,539.
Other non-operating revenue	1.
Gains	749.
Total Revenue and Gains	541,905.

EXPENSES

Equipment Maintenance and Garage Expense	71,731.
Insurance Expense	87,426.
Employee Salaries	156,365.
Supervisory Salaries Payroll Taxes	16,301.
Officer Salaries	43,966.
Fuel Expense	73,160.
Purchased Transportation (Lease Expense)	
Materials and Supplies Expense	
General Office Expense	5,673.
Advertising Expense	1,492.
Telephone Expense	696.
Accounting Expense	1,440.
Legal Expense	
Uncollectible Revenue	
Depreciation Expense	7,080.
Amortization	
Operating Taxes and Licenses	16,752.
Rent Expense	5,200.
Loss	
Total Operating Expense and Losses	487,282.
Interest Expense	3,030.
Net Income before Taxes	51,593.
Provision for Income Taxes	-0-
Net Income	51,593.

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

COMMONWEALTH OF PENNSYLVANIA :
: SS:
_____ County :

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

N/A

Signature of Affiant

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

N/A

Signature of Official Administering Oath

AFFIDAVIT OF TRANSFEREE/APPLICANT (Corporation)

COMMONWEALTH OF PENNSYLVANIA :
: SS:
Allegheny _____ County :

Thomas M. Lytle _____, being duly sworn (affirmed) according to law, deposes and says that he is President of Lytle Brothers a Pennsylvania Business Trust
(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 Lytle Brothers, BT to be able to prove the same
(Name of Corporation)

the same at the hearing hereof.

Thomas M. Lytle
Signature of Affiant

Sworn and subscribed before me this 10
day of March 19 94
My Commission Expires _____

[Signature]
Signature of Official Administering Oath

Notarial Seal
Pasquale B. DeBlasio, Notary Public
Bridgeville Boro, Allegheny County
My Commission Expires March 1, 1997
Member, Pennsylvania Association of Notaries

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

COMMONWEALTH OF PENNSYLVANIA

: SS:

Allegheny County

Thomas M. Lytle, General Partner, 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.

Thomas M. Lytle
Signature of Affiant

Sworn and subscribed before me this 10
day of March 1994

My Commission Expires
Pasquale B. DeBlasio, Notary Public
Bridgeville Boro, Allegheny County
My Commission Expires March 1, 1997
Member, Pennsylvania Association of Notaries

[Signature]
Signature of Official Administering Oath

AFFIDAVIT OF TRANSFEROR/SELLER (Corporation) N/A

COMMONWEALTH OF PENNSYLVANIA

: SS:

County

[Signature], being duly sworn (affirmed) according to law,
deposes and says that he is [Signature] of [Signature];
(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 [Signature] to be able to prove the
(Name of Corporation)
same at the hearing hereof.

N/A
[Signature]
Signature of Affiant

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

N/A
[Signature]
Signature of Official Administering Oath

DATE: May 6, 1994
TO: Dave Ehrhart
Bureau of Transportation
FROM: H. Kirk House *HKH*
Deputy Chief Counsel
SUBJECT: Lytle Brothers - A Pennsylvania Business Trust

You have asked me to advise you on the proper "name" for an applicant which is registered by the Pennsylvania Corporations Bureau as a business trust. Basically, the business trust is an unincorporated association between shareholders and trustees in which property is placed in the hands of trustees who manage it for the benefit of the beneficiary shareholders. Originally known as a "Massachusetts Trust," the validity of the business trust has long been accepted by the Pennsylvania courts. Pennsylvania Company, Etc. v. Wallace, 346 Pa. 532, 536, 31 A.2d 71, 74 (1943). The Pennsylvania legislature subsequently codified the business trust as a valid unincorporated association under 15 Pa. C.S.A. §§9501-9507. Under current Pennsylvania law, these trusts are authorized "to carry on and conduct any lawful business designated in the deed or other instrument of trust, and generally to do any lawful act in relation to such trust property that any individual owning the same absolutely might do." 15 Pa. C.S.A. §9502(3).

However, a business trust is not a corporation. State regulations address business trusts separately from corporations, and the courts treat business trusts and corporations as separate entities. Kusner v. First Pennsylvania Corporation, 395 F. Supp 276, 285 (1975), reversed in part 531 F.2d 1234.

In addition, the business trust does not appear to be a partnership. A business trust agreement provides that "neither shareholder nor trustees shall be personally liable for the debts of the trust association." Pennsylvania Company, Etc., 31 A.2d at 77. In contrast, partnerships, even limited partnerships, possess at least one full or general partner who is responsible for the debts of the partnership.

In sum, the business trust appears to be a somewhat uncommon business related entity which is valid in Pennsylvania. Please contact me if I can be of further assistance.

HKH/SEG/js

Made this 31 day of Dec 1993 between (transferor) of (address) and (transferee) (address)

Lytle Brothers Partnership and Lytle Brothers a Pennsylvania Business Trust, both of 1089 Chartiers St, Bridgeville

1. Seller holds Pennsylvania intractate motor carrier operating rights issued by the Pennsylvania Public Utility Commission at Docket No. 1

A. 81492. A copy of said authority is attached hereto marked Exhibit A and made an integral part hereof.

PA PUC BUREAU OF

2. Seller agrees to sell and Buyer agrees to purchase all of the rights as set forth on Exhibit A.

3. The purchase price for said operating rights shall be \$1 payable in cash at the time of consummation of this transaction which requires prior approval by the Commission. Seller fully understands and agrees that the requisite approval by the Commission shall be unqualified and the operating rights to be transferred shall be no less than those set forth in Exhibit A. Otherwise, this agreement shall immediately become null, void and of no effect.

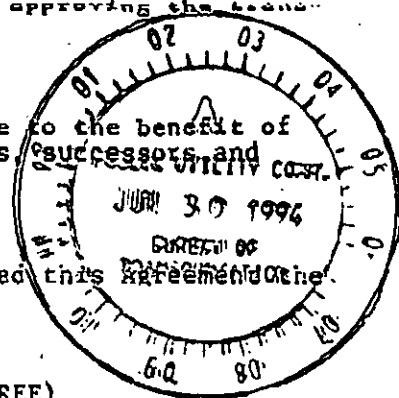
4. Seller warrants that said operating authority shall be free and clear of all liens, encumbrances, claims and adversary attacks of any nature whatsoever at the time of consummation.

5. Buyer agrees to file promptly and prosecute with reasonable diligence, an application with the Commission for approval of this transaction. Seller agrees to furnish all information, data and documents deemed necessary by Buyer or required by the Commission and to cooperate in processing said application.

6. Consummation shall take place within 60 days after the receipt of an administratively final order of the Commission approving the transaction in toto.

7. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written.



(TRANFEEEE)

Lytle Bros. Thomas M. Lytle Lytle Brothers Partnership

(TRANSFEROR)

Lytle Bros B.T. Thomas M. Lytle Lytle Brothers A Pennsylvania Business Trust

DEBLASIO & DEBLASIO, ASSOCIATES
CERTIFIED PUBLIC ACCOUNTANTS
447 WASHINGTON AVENUE
BRIDGEVILLE, PENNSYLVANIA 15017

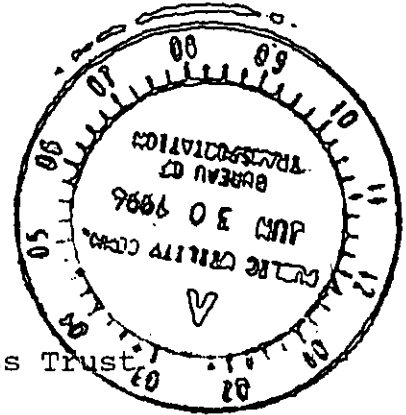
TELEPHONE (412) 561-8646
(412) 221-7105

MEMBERS OF THE
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

PASQUALE V. DEBLASIO
JANET C. DEBLASIO

June 28, 1994

Ms. Joan E. Gorenc
Commonwealth of Pennsylvania
PA Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265



RE: Lytle Brothers, A Pennsylvania Business Trust
PUC Form 190 Transfer

Dear Ms. Gorenc:

Enclosed, please find our application and sales agreement, signed by Robert R Lytle, Thomas M Lytle, Benjamin Bruni, and Audrey J Lytle, executrix of the estate of William A Lytle. Also enclosed, please find the death certificate for William Lytle, and a short form certificate authorizing Audrey Lytle as the executrix.

If you require any further documentation, please feel free to contact me. I apologize for the delay, but as you can see, it was quite a job in acquiring the documents relative to William.

Sincerely,

A handwritten signature in cursive script, appearing to read "Janet C. DeBlasio".

Janet C. DeBlasio, CPA
Accountant for Lytle Brothers
A Pennsylvania Business Trust

JCD/mjd

Enclosure (s)

Register of Wills of Allegheny County, Pennsylvania

Commonwealth of Pennsylvania, }
ALLEGHENY COUNTY

SS:

No 3093

No. 3714 of 1983

I, RITA WILSON KANE, Register of Wills in and for the County of Allegheny in the Commonwealth of Pennsylvania, DO HEREBY CERTIFY that on the 5th day of August, 1983 LETTERS Testamentary on the Estate of William Arthur Lytle, Sr. deceased, were granted to Audrey J. Lytle

having first been qualified well and truly to administer the same. And, I further certify that no revocation of said Letters appears of record in my office.

Date of Death February 18, 1983

Social Security No. 186-20-1713

Given under my hand and seal of office, at Pittsburgh this 5th day of August, 1983.

Rita Wilson Kane

Charles M. Joyce
Register of Wills
Clerk

NOT VALID WITHOUT ORIGINAL SIGNATURE AND IMPRESSED SEAL

Application Docket No. 290

Application of WILLIAM A. LYTLE, ROBERT R. LYTLE,
THOMAS M. LYTLE and BENJAMIN BRUNI,
copartners, trading and doing business
as LYTLE BROTHERS

REPORT AND ORDER
APPROVING TRUCKING SERVICE

BY THE COMMISSION:

This matter being before the Pennsylvania Public Utility Commission upon application of WILLIAM A. LYTLE, ROBERT R. LYTLE, THOMAS M. LYTLE and BENJAMIN BRUNI, copartners, trading and doing business as LYTLE BROTHERS, dated May 17, 1956, to operate motor vehicles as a common carrier, and having been presented in accordance with the rules of the Commission and full investigation of the matters and things involved having been had, and it appearing that the rights granted herein are in effect a transfer of the rights which have been held by WILLIAM A. LYTLE, under certificate of public convenience issued at A. 81492, on January 10, 1955, which certificate will be subsequently cancelled as of the date of this order, upon compliance with the tariff and insurance requirements of the Commission, WILLIAM A. LYTLE, ROBERT R. LYTLE, THOMAS M. LYTLE and BENJAMIN BRUNI, copartners, trading and doing business as LYTLE BROTHERS, the Commission finds and determines that approval of the application, limited to the following rights:

To transport, as a Class D carrier, coal from mines and stripping operations in the Counties of Washington and Allegheny to railroad sidings, ramps and stock piles in the said counties, provided no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of destination.

To transport, as a Class D carrier, building materials (excluding brick), in bulk in dump trucks, coke, sand and reddog between points in the Counties of Washington and Allegheny, provided no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of destination.

and subject to the following conditions, is necessary or proper for the service, accommodation or convenience of the public:

FIRST: That the certificate holder is limited and restricted to the operation of the motor vehicles as named and described in the Equipment Certificate, to be subsequently issued.

POWER

DOCKETED
APPLICATION NO. 290

MAY 22 1956

AF

Exp 11-16-56

SECOND: That the approval hereby given is not to be understood as committing the Commission, in any proceedings that may be brought before it for any purpose, to fix a valuation on the property and/or rights to be acquired by applicant from the present certificate holder equal to the consideration to be paid therefor, or equal to any value that may be placed thereon by applicant, or to approve or prescribe rates sufficient to yield a return thereof.

THIRD: That the accounts of the transferee will reflect the same book values as the records of the transferor at the effective date of the transfer, any previously recorded appreciation having been deleted therefrom; provided, that the applicant shall not record in its utility accounts any amount representing the rights herein granted, in excess of the actual cost of such rights to the original holder thereof.

FOURTH: That the certificate holder shall comply with all the provisions of the Public Utility Law as now existing or as may hereafter be amended, and Revised General Order No. 29, effective July 1, 1939, or as may hereafter be prescribed by the Commission. Failure to comply shall be sufficient cause to suspend, revoke or rescind the rights and privileges conferred by the certificate.

NOW, to wit, July 16, 1956, IT IS ORDERED: That upon compliance with the requirements of the Public Utility Law relating to insurance and the filing and acceptance of a tariff establishing just and reasonable rates, a certificate of public convenience issue evidencing the Commission's approval of the right to operate as above determined.

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

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

Richard W. ...
Chairman

ATTEST:

Killian P. Rose

Secretary

July 16, 1956

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

Application Docket No. 83290

Application of WILLIAM A. LYTLE, ROBERT R. LYTLE,
THOMAS M. LYTLE and BENJAMIN BRUNI,
copartners, trading and doing business
as LYTLE BROTHERS

REPORT AND ORDER
APPROVING TRUCKING SERVICE

BY THE COMMISSION:

This matter being before the Pennsylvania Public Utility Commission upon application of WILLIAM A. LYTLE, ROBERT R. LYTLE, THOMAS M. LYTLE and BENJAMIN BRUNI, copartners, trading and doing business as LYTLE BROTHERS, dated May 17, 1956, to operate motor vehicles as a common carrier, and having been duly presented in accordance with the rules of the Commission and full investigation of the matters and things involved having been had, and it appearing that the rights granted herein are in effect a transfer of the rights which have been held by WILLIAM A. LYTLE, under certificate of public convenience issued at A. 81492, on January 10, 1955, which certificate will be subsequently cancelled as of the date of this order, upon compliance with the tariff and insurance requirements of the Commission by WILLIAM A. LYTLE, ROBERT R. LYTLE, THOMAS M. LYTLE and BENJAMIN BRUNI, copartners, trading and doing business as LYTLE BROTHERS, the Commission finds and determines that approval of the application, limited to the following rights:

To transport, as a Class D carrier, coal from mines and stripping operations in the Counties of Washington and Allegheny to railroad sidings, ramps and stock piles in the said counties, provided no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of destination.

To transport, as a Class D c arrier, building materials (excluding brick), in bulk in dump trucks, coke, sand and red dog between points in the Counties of Washington and Allegheny, provided no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of destination,

and subject to the following conditions, is necessary or proper for the service, accommodation or convenience of the public;

FIRST: That the certificate holder is limited and restricted to the operation of the motor vehicles as named and described in the Equipment Certificate, to be subsequently issued.

*2. of P.C.
issued
10-3-56*

SECOND: That the approval hereby given is not to be understood as committing the Commission, in any proceedings that may be brought before it for any purpose, to fix a valuation on the property and/or rights to be acquired by applicant from the present certificate holder equal to the consideration to be paid therefor, or equal to any value that may be placed thereon by applicant, or to approve or prescribe rates sufficient to yield a return thereon.

THIRD: That the accounts of the transferee will reflect the same book values as the records of the transferor at the effective date of the transfer, any previously recorded appreciation having been deleted therefrom; provided, that the applicant shall not record in its utility accounts any amount representing the rights herein granted, in excess of the actual cost of such rights to the original holder thereof.

FOURTH: That the certificate holder shall comply with all the provisions of the Public Utility Law as now existing or as may hereafter be amended, and Revised General Order No. 27, effective July 1, 1939, or as may hereafter be prescribed by the Commission. Failure to comply shall be sufficient cause to suspend, revoke or rescind the rights and privileges conferred by the certificate.

NOW, to wit, July 16, 1956, IT IS ORDERED: That upon compliance with the requirements of the Public Utility Law relating to insurance and the filing and acceptance of a tariff establishing just and reasonable rates, a certificate of public convenience issue evidencing the Commission's approval of the right to operate as above determined."

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

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION**

Chairman

ATTEST:

Secretary

July 22, 1994

■ Lytle Brothers, A Pennsylvania
Business Trust
1089 Chartiers Street
P. O. Box 461
■ Bridgeville, PA 15017

In Re: A-00111443 - Lytle Brothers, A Pennsylvania Business Trust

Dear Sir:

Acknowledgement is made of an application filed by you on behalf of Lytle Brothers, A Pennsylvania Business Trust

The application has been captioned as attached and will be submitted for review, provided no protests are filed on or before August 15, 1994.

This application is accepted with the understanding that the transferor will continue to render the service and comply with all the rules of the Commission, including the carrying of continuous insurance, until final disposition is made of the application by the Commission.

You are further advised that the above application will be published in the Pennsylvania Bulletin of July 23, 1994 .

DOCKETED
JUL 20 1994

Very truly yours,

David Ehrhart
Supervisor - Application Section
Bureau of Transportation

DE:rp

cc: applicant
1089 Chartiers Street
P. O. Box 461
Bridgeville, PA 15017

**DOCUMENT
FOLDER**

A-00111443 LYTLE BROTHERS, A PENNSYLVANIA BUSINESS TRUST (1089 Chartiers Street, P.O. Box 461, Bridgeville, Allegheny County, PA 15017) - as a Class D carrier, (1) coal from mines and stripping operations in the counties of Washington and Allegheny to railroad sidings, ramps and stockpiles in the said counties, provided no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of destination; and, (2) building materials (excluding brick), in bulk in dump trucks, coke, sand and reddog between points in the counties of Washington and Allegheny, provided no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of destination: which is to be a transfer of the rights authorized under the certificate issued at A-00083290 to William A. Lytle, Robert R. Lytle, Thomas M. Lytle and Benjamin Bruni, Copartners, t/d/b/a Lytle Brothers, subject to the same limitations and conditions.

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

Published in Pennsylvania Bulletin

JUL 23 1994

BUREAU OF TRANSPORTATION
COMMON CARRIER
JULY 1994

A-00111443

Application of Lytle Brothers, a Pennsylvania Business Trust, for the right to begin to transport, as a common carrier, by motor vehicle, as a Class D carrier, (1) coal from mines and stripping operations in the counties of Washington and Allegheny to railroad sidings, ramps and stockpiles in the said counties, provided no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of destination; and, (2) building materials (excluding brick), in bulk in dump trucks, coke, sand and reddog between points in the counties of Washington and Allegheny, provided no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of destination: which is to be a transfer of the rights authorized under the certificate issued at A-00083290 to William A. Lytle, Robert R. Lytle, Thomas M. Lytle and Benjamin Bruni, Copartners, t/d/b/a Lytle Brothers, subject to the same limitations and conditions.

JG:rs/em

7/11/94

Application Received: 6/10/94
Application Docketed: 7/7/94

NA

DOCUMENT
FOLDER

DOCKETED
JUL 20 1994



Protests due

AUG 15 1994