

LAW OFFICES

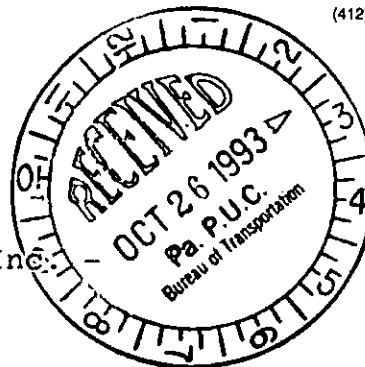
WICK, STREIFF, MEYER, METZ & O'BOYLE, P.C.

HENRY M. WICK, JR.
CHARLES J. STREIFF
CARL F. MEYER
LEROY L. METZ, II
DAVID M. O'BOYLE
VINCENT P. SZELIGO
LUCILLE N. WICK
PATRICIA LIPTAK-McGRAIL
KATHRYN KNEE VENN
TIMOTHY J. GRICKS
VICTORIA L. MARUCCI
ROGER A. ISLA

1450 TWO CHATHAM CENTER
PITTSBURGH, PA 15219-3427
(412) 765-1600

FACSIMILE
(412) 261-3783

October 25, 1993



Re: Phillips Crane & Equipment Rentals, Inc. -
Purchase - Jacob Phillips
Our File 4604.002

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

FEDERAL EXPRESS

A 111159

Dear Mr. Alford:

We represent the Trustees of the Jacob Phillips Trust. We enclose for filing with the Commission the signed original and two (2) copies of Application for Approval of Transfer and Exercise of Common or Contract Carrier Rights. By this application, Phillips Crane & Equipment Rentals, Inc. seeks the Commission's approval to acquire all of the remaining PUC operating rights issued to the late Jacob Phillips at Docket No. A-42033.

By Order issued September 29, 1993, the Commission recently granted the transfer of a portion of the operating rights held by the late Jacob Phillips to Trans American Trucking Service, Inc. at Docket No. A-00107793, F.2, Am-C. The purpose of this application is to transfer the rights that were not acquired by Trans American Trucking Service.

We are also enclosing a check in the amount of \$350 payable to the Pennsylvania Public Utility Commission for the application filing fee.

Please acknowledge receipt of the enclosed on the duplicate copy of this letter of transmittal and return it to the undersigned in the stamped, self-addressed envelope provided for that purpose.

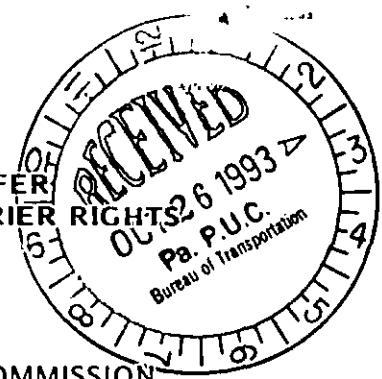
Very truly yours,

WICK, STREIFF, MEYER,
METZ & O'BOYLE, P.C.

David M. O'Boyle
David M. O'Boyle



tw
Enclosures
cc: Mr. Harry G. Phillips (w/encl.)



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

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Phillips Crane & Equipment Rentals, Inc.
(Applicant/Transferee-Buyer)

for approval of the transfer and to exercise the right

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

No. A-40233, Folder No. _____, issued to
Jacob Phillips
(Transferor-Seller)

PUC USE ONLY
Docket No. A 111159
Folder No. _____

for transportation of property
(persons-property)

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

1. Phillips Crane & Equipment Rentals, Inc.
(Full and correct name of applicant/transferee)

2. (Not Applicable)
(Trade name, if any)

The trade name _____ (has or has not) been registered with the Secretary of the
Commonwealth on _____ (date) (attach copy of stamped registration form.)

3. 88 Beaver Grade Road _____
(Business Street Address) (P.O. Box, if any)

McKees Rocks Allegheny PA 15136 (412) 923-1717
(City) (County) (State) (Zip) (Telephone)

11-2-93 Spoken to Atty Boyle. Will hold until previous transfer is completed.

700819

**DOCUMENT
FOLDER**

DOCKETED
APPLICATION DOCKET
DEC 15 1993
ENTRY No. _____

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

David M. O'Boyle, Esq.; 1450 Two Chatham Center, Pittsburgh, PA 15219; (412) 765-1600
(Name) (Address) (Telephone)

5. Any documents should be mailed to:

Transferee: David M. O'Boyle, Esq.; 1450 Two Chatham Center, Pittsburgh, PA 15219
(Name) (Address)

Transferor: Harry G. Phillips; 88 Beaver Grade Road, McKees Rocks, PA 15136
(Name) (Address)

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

A- ~~contract~~ and operates as a common 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)

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 November 27, 1991 (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. (See Supplement to Paragraph 12(b)(i))

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

Applicant is not affiliated with any certificated carrier. However, the
stockholders of Applicant are all children of the late Jacob Phillips,
Transferor.

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. (See Supplement to Paragraph 10)

11. The reason for the transfer is Jacob Phillips is deceased and this transfer
application is being filed pursuant to the Commission's regulations at
52 Pa. Code Section 31.45(b).

12a. The following must be attached:

- Sales Agreement. (See Supplement to Paragraph 12(a)(i))
- List of equipment to be used to render service. (summarize by type)
(See Supplement to Paragraph 12(a)(ii))
- Operating authority to be transferred/retained.
(See Supplement to Paragraph 12(a)(iii))
- Statement of Financial Condition.
(See Supplement to Paragraph 12(a)(iv))
- Statement of unpaid business debts of transferor and how they will be
satisfied. (See Supplement to Paragraph 12(a)(v))
- Statement of safety program. (See Supplement to Paragraph 12(a)(vi))
- Statement of transferee's experience. (See Supplement to Paragraph 12(a)(vii))

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

- Partnership Agreement.
- Trade Name registration certificate.
- Certificate of Incorporation. (Pa. Corporation only)
(See Supplement to Paragraph 12(b)(i))
- Certificate of Authority. (Foreign ((out-of-state)) Corporation only)
- Statement of corporate charter purpose. (corporations only)
(See Supplement to Paragraph 12(b)(ii))
- List of corporate officers and stockholders. (corporations only)
(See Supplement to Paragraph 12(b)(iii))
- ~~Copy of Trust Agreement designating Trustees is attached.~~
Copy of Trust Agreement designating Trustees is attached.
(See Supplement to Paragraph 12(b)(iv))

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.

PHILLIPS CRANE & EQUIPMENT RENTALS, INC.

Transferee sign here: Harry G. Phillips, Pres. 10/25/93
 (each partner must sign) (Date)
 (Corporate Seal)

Transferor sign here: Harry G. Phillips, Executor 10/25/93
 Harry G. Phillips (Date)
 (Corporate Seal)

Jacob L. Phillips, Jr., Executor
 Jacob L. Phillips, Jr. (Date)

Nancy C. Coulter, Executor
 Nancy Coulter (Date)

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

COMMONWEALTH OF PENNSYLVANIA :
: SS:
ALLEGHENY County :

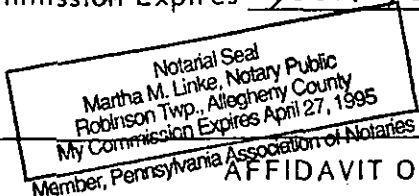
Harry G. Phillips, Jacob L. Phillips,
Jr. and Nancy Coulter, being duly sworn (affirmed) according to law,
depose and say that the facts above set forth are true and correct; or are true and correct
to the best of ^{their} knowledge, information and belief and ^{they} expect to be able to prove the same
at the hearing hereof.

Harry G. Phillips
Signature of Affiant
Harry G. Phillips

Jacob L. Phillips, Jr.
Jacob L. Phillips, Jr.

Nancy C. Coulter
Nancy Coulter
Martha M. Linke
Signature of Official Administering Oath

Sworn and subscribed before me this 25
day of Oct 19 93
My Commission Expires 4-27-95



AFFIDAVIT OF TRANSFEROR/SELLER (Corporation)

COMMONWEALTH OF PENNSYLVANIA :
: SS:
_____ County :

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

Signature of Affiant

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

Signature of Official Administering Oath

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

COMMONWEALTH OF PENNSYLVANIA :
: ss:
_____ County :

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

Signature of Affiant

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

Signature of Official Administering Oath

AFFIDAVIT OF TRANSFEREE/APPLICANT (Corporation)

COMMONWEALTH OF PENNSYLVANIA :
: ss:
_____ County :

HARRY G PHILLIPS, being duly sworn (affirmed) according to law, deposes and says that he is Pres. of Phillips Crane & Equipment Rentals, Inc.,
(Office of Affiant) (Name of Corporation)

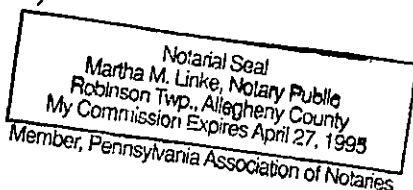
that he is authorized to and does make this affidavit for it; and that the facts above set forth are true and correct; or are true and correct to the best of his knowledge, information and belief and that he expects the said Phillips Crane & Equipment Rentals, Inc. to be able to prove the same
(Name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

the same at the hearing hereof.

Harry G. Phillips, Pres.
Signature of Affiant

Sworn and subscribed before me this 25
day of Oct 1993
My Commission Expires 4-27-93

Martha M. Linke
Signature of Official Administering Oath



INDEX TO SUPPLEMENTS

PHILLIPS CRANE & EQUIPMENT RENTALS, INC. - PURCHASE -
JACOB PHILLIPS

1. Supplement to Paragraph 10
2. Supplement to Paragraph 12(a)(i) - Sales Agreement
3. Supplement to Paragraph 12(a)(ii) - List of Equipment to be Transferred/Retained
4. Supplement to Paragraph 12(a)(iii) - Operating Authority to be Transferred
5. Supplement to Paragraph 12(a)(iv) - Statement of Financial Condition
6. Supplement to Paragraph 12(a)(v) - Statement of Unpaid Business Debts and How They Will be Satisfied
7. Supplement to Paragraph 12(a)(vi) - Statement of Safety Program
8. Supplement to Paragraph 12(a)(vii) - Statement of Transferee's Experience
9. Supplement to Paragraph 12(b)(i) - Certificate of Incorporation
10. Supplement to Paragraph 12(b)(ii) - Statement of Corporate Charter Purpose
11. Supplement to Paragraph 12(b)(iii) - List of Corporate Officers and Stockholders
12. Supplement to Paragraph 12(b)(iv) - Copy of Trust Agreement designating Trustees is attached

SUPPLEMENT TO PARAGRAPH 12(a)(i)

PHILLIPS CRANE & EQUIPMENT RENTALS, INC. - PURCHASE -
JACOB PHILLIPS

SALES AGREEMENT

Attached hereto is the Agreement between Transferee, Phillips Crane & Equipment Rentals, Inc., and the Trustees of the Trust for Jacob Phillips. Mr. Phillips died on October 26, 1992. Mr. Phillips established a trust and all of his assets are being distributed pursuant to the trust provisions. The trust appoints Harry G. Phillips, Jacob L. Phillips, Jr. and Nancy Coulter as Trustees. These persons are three of Mr. Phillips' surviving children. A copy of the Trust Agreement is attached as Supplement to Paragraph 12(b)(iv).

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT ("AGREEMENT") is made this ___ day of October, 1993, between Jacob L. Phillips, Jr., Harry G. Phillips and Nancy Coulter, representatives of the late JACOB PHILLIPS ("SELLER"), and PHILLIPS CRANE & EQUIPMENT RENTALS, INC. ("BUYER"), a corporation with its principal place of business located at 88 Beaver Grade Road, McKees Rocks, Pennsylvania 15136.

I. PREMISES

A. The Pennsylvania Public Utility Commission ("PUC") issued a Certificate of Public Convenience to the late Jacob Phillips at Docket No. A-42033.

B. The late Jacob Phillips died on October 26, 1992.

C. Pursuant to the regulations of the PUC at 52 Pa. Code §31.4(b), Jacob L. Phillips, Jr., Harry G. Phillips and Nancy Coulter, who are survivors of the late Jacob Phillips, are authorized to hold the PUC operating rights for a period of one (1) year after the death of the certificate holder.

D. BUYER does not hold any operating rights from the Commission, and BUYER is a non-carrer.

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

SELLER which are set forth in detail in Appendix "A", which is attached hereto and incorporated herein by reference.

F. This transaction will require the prior approval of the PUC. BUYER and SELLER will file and diligently prosecute an application with the PUC for approval of the transfer of the operating rights pursuant to 66 Pa.C.S.A. §1102 of the Pennsylvania Public Utility Code (hereinafter referred to as the "application").

II. TERMS AND CONDITIONS

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

1. Purchase Agreement. SELLER will sell to BUYER and BUYER will buy, free and clear of all liens, encumbrances, security interests and other claims, all of the operating rights held by SELLER, a copy of which is attached hereto as Appendix "A" and incorporated herein by reference.

2. Price and Payment. BUYER will pay to SELLER for the operating rights the sum of One Thousand Dollars (\$1,000.00), which sum shall be paid at closing.

3. Rights of Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the respective successors in interest, assigns and legal representatives.

III. EXECUTION

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

Jacob L. Phillips, Jr.
Jacob L. Phillips, Jr.

Harry G. Phillips
Harry G. Phillips

Nancy C. Coulter
Nancy Coulter

PHILLIPS CRANE & EQUIPMENT
RENTALS, INC.

Harry G. Phillips, Pres.

APPENDIX "A"

PHILLIPS CRANE & EQUIPMENT RENTALS, INC. - PURCHASE -
JACOB PHILLIPS

SUMMARY OF OPERATING RIGHTS

Docket No. A-42033, F.1, Am-A:

To transport, as a Class D carrier, household goods in use between points in the county of Allegheny which are west of the City of Pittsburgh.

To transport, as a Class D carrier, household goods in use from points in the county of Allegheny west of the City of Pittsburgh to points within sixty (60) miles by the usually traveled highways of the limits of the said area, and vice versa.

Docket No. A-42033, F.2:

To transport as a Class D carrier by motor vehicle, floor coverings, fresh vegetables and fruits, brick, lime, cement, sand, lumber and roofing materials between points in the City of Pittsburgh, Allegheny County, and within twenty-five (25) miles by the usually traveled highways of the limits of said city, provided no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of destination.

These rights are subject to conditions that the Commission will impose to avoid duplication of operating rights in connection with the transfer of a portion of Jacob Phillips' operating authority to Trans American Trucking Service, Inc. at Docket No. A-00107793, F.2, Am-C.

SUPPLEMENT TO PARAGRAPH 12(a)(ii)

PHILLIPS CRANE & EQUIPMENT RENTALS, INC. - PURCHASE -
JACOB PHILLIPS

LIST OF EQUIPMENT TO BE USED TO RENDER SERVICE

Transferee operates a 1987 Mack tri-axle dump truck, Serial No. 1M2K130C58M002733 with License No. Y566657, and Transferee will use this vehicle in connection with the proposed operation. Transferee will purchase or lease additional equipment as needed. In addition, Transferee intends to lease from owner/operators or other sources moving van equipment that will be necessary to provide service in transporting household goods in use.

SUPPLEMENT TO PARAGRAPH 12(a)(iii)

PHILLIPS CRANE & EQUIPMENT RENTALS, INC. - PURCHASE -
JACOB PHILLIPS

OPERATING AUTHORITY TO BE TRANSFERRED

By this application, Phillips Crane & Equipment Rentals, Inc. seeks to acquire all of the remaining PUC operating rights issued to the late Jacob Phillips at Docket No. A-42033. A summary of the operating authority which is being transferred is set forth below:

Docket No. A-42033, F.1, Am-A (portion):

To transport, as a Class D carrier, household goods in use between points in the county of Allegheny which are west of the City of Pittsburgh.

To transport, as a Class D carrier, household goods in use from points in the county of Allegheny west of the City of Pittsburgh to points within sixty (60) miles by the usually traveled highways of the limits of the said area, and vice versa.

Docket No. A-42033, F.2:

To transport as a Class D carrier by motor vehicle, floor coverings, fresh vegetables and fruits, brick, lime, cement, sand, lumber and roofing materials between points in the City of Pittsburgh, Allegheny County, and within twenty-five (25) miles by the usually traveled highways of the limits of said city, provided no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of destination.

The above authority is subject to certain conditions to eliminate duplication of any operating authority transferred to Trans American Trucking Service, Inc. at Docket No. A-107793, F.2, Am-C.

see next sheets

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

Public Meeting held September 23, 1993

DAVID M O BOYLE
ATTORNEY AT LAW
1450 TWO CHATHAM CENTER
PITTSBURGH PA 15219

Application Docket No. A-00042033, Folders 1 and 3, of Jacob Phillips
(deceased)

SUPPLEMENTAL ORDER

BY THE COMMISSION:

It appearing that a portion of the rights granted to Jacob Phillips (deceased) under the certificate of public convenience issued at A-00042033, Folder 1, and all of the rights held by him under the certificate issued at A-00042033, Folder 3, have been transferred to Trans American Trucking Service, Inc., at A-00107793, F. 2, Am-C, and are now contained under the certificate of public convenience issued to it; and that the Trustees of the Estate of Jacob Phillips is retaining certain operating authority which should read as follows:

(A) Folder 1 authority

1. To transport, as a Class D carrier, household goods in use between points in the county of Allegheny which are west of the city of Pittsburgh.
2. To transport, as a Class D carrier, household goods in use from points in the county of Allegheny west of the city of Pittsburgh to points within sixty (60) miles by the usually traveled highways of the limits of the said area, and vice versa.

(B) Folder 2 authority

To transport, as a Class D carrier, by motor vehicle, floor covering, fresh vegetables and fruit, brick, lime, cement, sand, lumber and roofing materials, between points in the city of Pittsburgh, Allegheny County, and within twenty-five (25) miles of the usually traveled highways of the limits of said city provided that no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of destination;

subject to the following conditions:

1. Provided that no right, power or privilege is granted to transport building materials and supplies, excavated materials and road and building construction materials, and other materials usually transported in dump trucks, as a Class D carrier, between points in the county of Allegheny; provided that no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of construction or disposal.
2. Provided that no right, power or privilege is granted to provide service between points in the borough of Coraopolis and the townships of Crescent, Moon, Neville and that portion of the township of Robinson which is within three (3) miles of 912 Fourth Avenue in said borough, all in the county of Allegheny; and from points in said area to points within thirty-five (35) miles by the usually traveled highways of the limits of the said area;
3. Provided that no right, power or privilege is granted to transport builders' supplies from points in the borough of Coraopolis, Allegheny County, and within five (5) miles by usually traveled highways of the limits of said borough to other points within twenty-five (25) miles by the usually traveled highways of the limits of said borough, and vice versa.
4. Provided that no right, power or privilege is granted to provide service between points in the township of Neville, Allegheny County, and from points in said township to points in Pennsylvania within fifty (50) miles by the usually traveled highways of the limits of said township, and vice versa.
5. Provided that no right, power or privilege is granted to provide service for the Pittsburgh Forgings Company from its plant in the borough of Coraopolis, Allegheny County, to points in the county of Allegheny;
6. Provided that no right, power or privilege is granted to provide service for the Standard Steel Company from its plant in the borough of Coraopolis, Allegheny County, to points in the county of

Allegheny and the city of Butler, Butler
County;

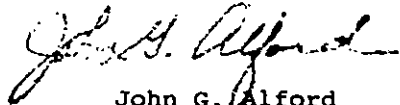
7. Provided that no right, power or privilege is granted to provide service for Pittsburgh Coke & Chemical Company, from the plant of said company in Neville Township, Allegheny County, to the warehouses of said company in Stowe Township, Allegheny County, and vice versa;

and the matters and things involved having been duly considered by the Commission; THEREFORE,

IT IS ORDERED: That upon compliance with the conditions and requirements as set forth in the order at A-00107793, F. 2, Am-C, part of the operating rights at A-00042033, F. 1 and all the rights at A-00042033, F. 3, be and are hereby cancelled, and all rights, powers and privileges granted thereby shall forthwith cease and terminate.

IT IS FURTHER ORDERED: That unless an application for transfer of operating authority is filed on or before October 26, 1993, the rights contained herein shall be cancelled and all rights, powers and privileges granted thereby shall cease and terminate.

BY THE COMMISSION,



John G. Alford
Secretary

(SEAL)

ORDER ADOPTED: September 23, 1993

ORDER ENTERED: November 19, 1993

SUPPLEMENT TO PARAGRAPH 12(a)(iv)

PHILLIPS CRANE & EQUIPMENT RENTALS, INC. - PURCHASE -
JACOB PHILLIPS

STATEMENT OF FINANCIAL CONDITION

Attached hereto is a copy of Transferee's balance sheet which indicates that Transferee has sufficient cash assets to pay the purchase price and to begin operating pursuant to these rights.

10-25-1993 09:31AM

FROM 412 787 5421

TO 3623117

P. 02

PHILLIPS CRANE & EQUIPMENT RENTALS, INC.
STATEMENT OF FINANCIAL POSITION (Balance Sheet)

as of June 30, 1993
Date

ASSETSCURRENT ASSETS

Cash		\$148,189
Accounts Receivable		Cash Basis
Notes Receivable		-0-
Other current assets (Specify) Prepaids 7,000; Inventory 25,611		32,611
Total current assets		180,800

TANGIBLE ASSETS

Land		4,000
Motor Vehicle Equipment	(See Below)	
Less: Accumulated Depreciation	-	=
Buildings and Structures & Equipment	2,387,094	
Less: Accumulated Depreciation	- 2,153,742	= 233,352
Investments and Funds (Specify)		
Intangible Assets		
Other assets (Such as advances and idle equipment - specify)		
TOTAL ASSETS		418,152

LIABILITIESCurrent Liabilities (liabilities due within one year of date)

Accounts Payable		Cash Basis
Notes Payable		-0-
Equipment Obligations		-0-
Other Liabilities (attach schedule) Taxes		8,167
Total Current Liabilities		8,167

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

Accounts Payable		-0-
Notes Payable		16,957
Equipment Obligations		-0-
Other Liabilities (attach schedule)		-0-
Total Long Term Liabilities		16,957
Total Liabilities		25,124

Net Worth (partnerships & individuals)

OWNERS EQUITY (Corporations only)

Capital Stock (Corporations only)		360,000
Additional paid-in capital		
Retained Earnings (Corporations only)	33,028	
Less: Treasury Stock		= 33,028
Total Owner's Equity (Corporations only)		393,028
Total Liabilities & Owner's Equity		418,152

SUPPLEMENT TO PARAGRAPH 12(a)(v)

PHILLIPS CRANE & EQUIPMENT RENTALS, INC. - PURCHASE -
JACOB PHILLIPS

STATEMENT OF UNPAID BUSINESS DEBTS OF TRANSFEROR AND
HOW THEY WILL BE SATISFIED

Jacob Phillips, deceased, did not have any unpaid business debts with respect to his certificated motor carrier operations. If any unpaid debts are discovered, they will be paid from the proceeds derived from the sale of Jacobs Phillips' assets.

SUPPLEMENT TO PARAGRAPH 12(a)(vi)

PHILLIPS CRANE & EQUIPMENT RENTALS, INC. - PURCHASE -
JACOB PHILLIPS

STATEMENT OF SAFETY PROGRAM

Transferee's safety program requires that inspections be performed on the vehicles it operates on a regular basis in order to prevent breakdowns on the road and to avoid safety hazards. Every driver must pass a test before operating the equipment. Driving records of prospective drivers are fully investigated by checking with the state from which their licenses are issued. Previous employers are also contacted for information concerning their driving records and safety habits.

Transferee has insurance which meets the requirements of the Commission to cover personal injury and property damage as well as cargo damage. To the best of my knowledge, Transferee is in compliance with all federal and state regulatory requirements, and is not the subject of any investigation.

SUPPLEMENT TO PARAGRAPH 12(a)(vii)

PHILLIPS CRANE & EQUIPMENT RENTALS, INC. - PURCHASE -
JACOB PHILLIPS

STATEMENT OF TRANSFEREE'S EXPERIENCE

Transferee has a number of years of experience in conducting private carriage operations and it is familiar with the requirements of operating commercial motor vehicles. The officers of Transferee are the children of the Transferor and have had experience in Transferor's motor carrier operations in serving the public.

SUPPLEMENT TO PARAGRAPH 12(b)(i)

PHILLIPS CRANE & EQUIPMENT RENTALS, INC. - PURCHASE -
JACOB PHILLIPS

ARTICLES OF INCORPORATION

Attached hereto are the Articles of Incorporation of Phillips Crane & Equipment Rentals, Inc. which indicates that Phillips is a Pennsylvania corporation.

Profile Number 9177-1159

Filed with the Department of State on _____

City Number 2065061

Brenda K. White

Secretary of the Commonwealth *M*

ACTING

ARTICLES OF INCORPORATION-FOR PROFIT

DSCB:15-1306/2102/2303/2702/2903/7102A (Rev 90)

Indicate type of domestic corporation (check one):

Business-stock (15 Pa.C.S. § 1306) Management (15 Pa.C.S. § 2702)

Business-nonstock (15 Pa.C.S. § 2102) Professional (15 Pa.C.S. § 2903)

Business-statutory close (15 Pa.C.S. § 2303) Cooperative (15 Pa.C.S. § 7102A)

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. (relating to corporations and incorporated associations) the undersigned, desiring to incorporate a corporation for profit hereby state(s) that:

The name of the corporation is: Phillips Crane & Equipment Rentals, Inc.

The (a) address of this corporation's initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) 88 Beaver Grade Road, McKees Rocks, Pennsylvania 15136 Allegheny
Number and Street City State Zip County

(b) c/o: _____
Name of Commercial Registered Office Provider County

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

The corporation is incorporated under the provisions of the Business Corporation Law of 1988.

The aggregate number of shares authorized is: 10,000 (other provisions, if any, attach 8 1/2 x 11 sheet)

The name and address, including street and number, if any, of each incorporator is:

Name Address
Robert B. Williams 42nd Floor, 600 Grant Street, Pittsburgh, PA 15219

The specified effective date, if any, is: November 27, 1991
month day year hour, if any

Any additional provisions of the articles, if any, attach an 8 1/2 x 11 sheet.

Statutory close corporation only: Neither the corporation nor any shareholder shall make an offering of any of its shares of any class that would constitute a 'public offering' within the meaning of the Securities Act of 1933 (15 U.S.C. § 77a et seq.).

9. Cooperative corporations only: (Complete and strike out inapplicable term) The common bond of membership among its members/shareholders is: _____

IN TESTIMONY WHEREOF, the incorporator(s) has (have) signed these Articles of Incorporation this 26th day of NOVEMBER, 1991.

Robert B. Williams

(Signature)
Robert B. Williams

(Signature)

91 NOV 27 PM 1:09

PA DEPT. OF STATE

9177-1161
REGISTRATION STATEMENT DSCB:15-134A (Rev 90)
DEPARTMENTS OF STATE AND REVENUE

BUREAU USE ONLY:

Dept. of State Entity Number _____

Revenue Box Number _____

Filing Period _____ Date 3 4 5 _____

SIC _____ Report Code _____

This form (file in triplicate) and all accompanying documents shall be mailed to:

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
CORPORATION BUREAU
108 NORTH OFFICE BUILDING
HARRISBURG, PA 17120-0029

Check proper box:

Pa. Business-stock Pa. Business-nonstock Pa. Business-Management Pa. Professional
 Pa. Business-statutory close Pa. Business-cooperative Pa. Nonprofit-stock Pa. Nonprofit-nonstock
 Foreign-business Foreign-nonprofit Motor Vehicle for Hire
 Foreign-Certificate of Authority to D/B/A _____

Corporation registering as a result of (check box):

Incorporation (Pa.) Domestication Consolidation
 Authorization of a foreign corporation Division Summary of Record

Name of corporation Phillips Crane & Equipment Rentals, Inc.

Location of (a) initial registered office in Pa. or (b) the name and county of the commercial registered office provider:

(a) 88 Beaver Grade Road, McKees Rocks, Pennsylvania 15136 Allegheny
Number and Street/RD number and Box City State Zip code County

(b) c/o: _____
Name of commercial registered office provider County

State or Country of Incorporation: Allegheny 4. Specified effective date, if applicable: N.A.

Federal Identification Number: 25-1670407

Describe principal Pa. activity to be engaged in, within one year of this application date: rental and operation of construction and hauling equipment

Names, residences and social security numbers of the chief executive officer, secretary and treasurer:

Name	Address	Title	Social Security #
Harry G. Phillips	81 Beaver Grade Rd. McKees Rocks, PA 15136	President & Treasurer	[REDACTED]
Jacob L. Phillips, Jr.	91 Beaver Grade Rd. McKees Rocks, PA 15136	Vice President	[REDACTED]
Nancy C. Coulter	79 Silver Lane McKees Rocks, PA 15136	Secretary	[REDACTED]

If professional corporation, include officer's professional license numbers with the respective Pennsylvania Professional Board.

9177-1162

Location of principal place of business:

88 Beaver Grade Road, McKees Rocks, Pennsylvania 15136

Number and Street/RD number and Box City State Zip Code

Mailing address if different than #8 (Location where correspondence, tax report form, etc. are to be sent):

same

Number and Street/RD number and Box City State Zip Code

Act of General Assembly or authority under which you are organized or incorporated (Full citation of statute or other authority; attach a separate sheet if more space is required): Pa. Business Corporation Law of 1988

Date and state of Incorporation or organization (foreign corporation only):

Date business started in Pa. (foreign corporation only):

Is the corporation authorized to issue capital stock? X YES NO

Corporation's fiscal year ends: December 31

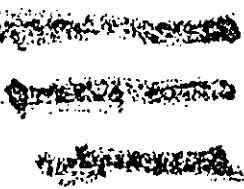
This statement shall be deemed to have been executed by the individual who executed the accompanying submittal. See 18 Pa.C.S. 1904 (relating to unsworn falsification to authorities).

Instructions for Completion of Form:

A separate completed set of copies of this form shall be submitted for each entity or registration resulting from the transaction.

The Bureau of Corporation Taxes in the Pa. Department of Revenue should be notified of any address changes. Notification should be sent to the Processing Division, Bureau of Corporation Taxes, Pa. Department of Revenue, Dept. 280705, Harrisburg, PA 17128-0705.

All Pa. corporate tax reports, except those for motor vehicle for hire, must be filed with the Commonwealth on the same fiscal basis as filed with the U.S. government. Motor vehicle for hire, i.e., gross receipts tax reports, must be filed on a calendar year basis only.



SUPPLEMENT TO PARAGRAPH 12(b)(ii)

PHILLIPS CRANE & EQUIPMENT RENTALS, INC. - PURCHASE -
JACOB PHILLIPS

STATEMENT OF CORPORATE CHARTER PURPOSE

Transferee is a Pennsylvania corporation organized under the Business Corporation Law of 1988. Transferee is authorized to conduct any and all lawful business.

SUPPLEMENT TO PARAGRAPH 12(b)(iii)

PHILLIPS CRANE & EQUIPMENT RENTALS, INC. - PURCHASE -
JACOB PHILLIPS

LIST OF CORPORATE OFFICERS AND STOCKHOLDERS

The following is a list of corporate officers and stockholders of Transferee:

Harry G. Phillips	President, Treasurer and Stockholder (20 shares)
Jacob L. Phillips, Jr.	Vice President and Stockholder (20 shares)
Nancy Coulter	Secretary

SUPPLEMENT TO PARAGRAPH 12(b)(iv)

PHILLIPS CRANE & EQUIPMENT RENTALS, INC. - PURCHASE -
JACOB PHILLIPS

TRUST AGREEMENT

Attached hereto is the Trust Agreement of the late Jacob Phillips. This Trust Agreement appoints Harry G. Phillips, Jacob L. Phillips, Jr. and Nancy Coulter as Trustees, and for that reason, these three persons are signing the transfer application on behalf of their father, Jacob Phillips, deceased.

JACOB L. PHILLIPS, SR.
REVOCABLE LIVING TRUST AGREEMENT

MADE the 25th day of September, 1991, by and between JACOB L. PHILLIPS, SR., of Allegheny County, Pennsylvania, as the Grantor,

A
N
D

JACOB L. PHILLIPS, JR., HARRY G. PHILLIPS and NANCY C. COULTER, his children, as the individual Trustees (said individual Trustees and any additional or successor Trustees shall hereinafter collectively be referred to as the "Trustees"), who hereby agree as follows:

ARTICLE ONE

Trust Estate

The Grantor has transferred and delivered to the Trustees the property listed on Schedule "A" attached hereto. The Grantor may also transfer and deliver to the Trustees additional property acceptable to Trustees. The Trustees shall hold all such property accepted by them as a Trust Estate, shall invest the same and shall distribute the net income (hereinafter called "Income") and principal under the terms of this Agreement.

ARTICLE TWO

During Grantor's Lifetime

Section 1. During the Grantor's lifetime, the Trustees shall pay the Income from the Trust Estate, if any, to the Grantor, as he may direct, or for his benefit, in convenient installments, and shall also pay to him such sums from principal as he may request. In the event of the Grantor's mental or physical incapacity, as certified to the Trustees by his personal physician, the Trustees shall expend both Income and principal for the benefit of the Grantor to such extent and in such manner as the Trustees deem advisable for the health, support, and maintenance of the Grantor during such period of incapacity.

Section 2. Payment of Taxes. The Trustees are authorized in their discretion to pay to the Grantor's personal representative from the principal of this Trust the amount which said personal representative shall request in writing to supplement the Grantor's estate in order to discharge in full the death taxes and administration expenses therefrom.

ARTICLE THREE

Section 1. Single Trusts for Descendants. The balance of this Trust remaining at the death of the Grantor, shall be held, managed, invested and reinvested by the Trustees until a majority of the Grantor's children agree (i) upon the amount of all gratuitous lifetime transfers by the Grantor of his business interests to any of his children, and (ii) that all or that any particular assets of the Trust may be distributed to the separate shares trusts created by Section 2 of this Article. Until a majority of the Grantor's children have so agreed, the Trustees are authorized to distribute so much of the Income and principal of the Trust, at such times and in such proportions as the Trustees, in their sole discretion, shall deem advisable for the health, support, maintenance and complete education of any one or more of the members of a class consisting of the Grantor's children and their issue. Any undistributed Income shall be added to principal and invested as such. The Trustees shall be under no duty to equalize distributions of Income or principal among the members of the aforementioned classes, and such distributions may be unequal among them depending on their income or other available support, personal assets and comparative financial needs.

Section 2. Trusts for Descendants. After a majority of the Grantor's children agree (i) upon the amount of all gratuitous lifetime transfers by the Grantor of his business interests to any of his children, and (ii) that all or that any particular asset of the Trust may be so distributed, the Trustees shall divide such assets into equal shares, so that there shall be one share for each child of the Grantor who is living at that time and one share for the descendants of each child of the Grantor who at that time may be deceased but represented by living descendants; provided, however, that the Trustees shall, in determining the amount of each such share, treat the aggregate amount of any transfers by the Grantor of his business interests to any of his children as an advancement without interest in satisfaction of the share of the child who received such business interest. The Income and principal of the said separate shares shall be distributed as follows:

(a) Trusts for Children. The Trustees are authorized to distribute so much of the Income and principal, at such times and in such proportions as the Trustees, in their sole discretion, shall deem advisable for the health, support, maintenance and complete education of the child for whom the share is set aside. Any undistributed Income shall be added to principal and invested as such. Any child for whom a share was established, but only after a majority of the Grantor's children have agreed to distribute any particular asset of the Trust to such child's separate trust, may withdraw all or any part of the assets so distributed to such share at any time during his or her lifetime by delivery to the Trustees of written instructions signed by that child. If the child dies before withdrawing all of the assets of the separate share, the remaining assets of the separate share shall be distributed to any one or more persons (which may include that child's estate), and upon such terms and conditions (including further trusts), as that child may appoint by specific reference to this power in his or her Will. To the extent the child fails to exercise this power, the remaining assets of the separate share upon the child's death shall be divided among that child's then living lineal descendants, per stirpes, or if there are none, shall be divided among the then living lineal descendants, per stirpes, of the Grantor. The share of each such descendant who has not then attained the age of 35 shall be held in trust for that descendant under the terms of paragraph (b) of this Section. If any assets are then being held in trust under this Agreement for any such descendant, the assets passing to that descendant under this paragraph shall be added to the trust held for that descendant.

(b) Contingent Trusts for Descendants of Children. The share of any child of the Grantor who is deceased but represented by living descendants shall be divided into separate shares for said child's then living lineal descendants, per stirpes. During the existence of said separate share trust, the Trustees shall distribute to or for the benefit of such descendant, so much of the

Income and principal, at such times and in such proportions as the Trustees, in their sole discretion, after taking into account all other sources of income or support and assets available to such descendant, shall deem advisable for the health, support, maintenance and complete education of such descendant. Any undistributed Income shall be added to principal and invested as such. When the descendant for whom the trust was established reaches age 23, the current Income of the trust thereafter is to be distributed to that descendant or applied for his or her benefit quarterly or more frequently. After said descendant attains his thirty-fifth (35th) birthday, he shall have the right, but only after a majority of the Grantor's children have agreed to distribute any particular asset of the Trust to such descendant's separate trust, to withdraw all of the then remaining principal of such separate share trust and upon withdrawal the said separate share trust shall terminate. Upon the death of a descendant for whom such a separate share trust exists, the remaining principal, if any, of such separate share trust shall be distributed to or for the benefit of such one or more persons, corporations, or other organizations, exclusive of his creditors, his estate, and creditors of his estate, in such amounts and subject to such trusts, terms and conditions as such descendant may appoint by specific reference in his Will to this power; provided, however, that upon the death of a descendant who (1) has descendants then living and (2) is the beneficiary of a separate trust with an inclusion ratio, as that term is defined in Section 2642 of the Internal Revenue Code of 1986, as amended, of one, any remaining principal in such trust with an inclusion ratio of one shall be transferred and delivered to or for the benefit of such one or more persons, corporations, or other organizations, including his creditors, his estate, and creditors of his estate, in such amounts and subject to such trusts, terms and conditions as such descendant may appoint by specific reference in his Will to this power. To whatever extent the then remaining principal of said separate share trust is not appointed by such descendant, it shall be distributed among such descendant's then living lineal descendants, per stirpes, or if there

are none, shall be divided among the then living lineal descendants, per stirpes, of that descendant's closest ancestor in degree who is also a lineal descendant of Grantor, or if there are none, shall be divided among Grantor's then living lineal descendants, per stirpes. The share of each such descendant who has not then attained age 35 shall be held in trust for that descendant under the terms of this paragraph. If any assets are then being held in trust under this paragraph for any such descendant, the assets passing to that descendant hereunder shall be added to the trust held for that descendant.

Section 2. Ultimate Distribution. If any amount held in trust hereunder remains undistributed under the foregoing provisions, the Trustees shall distribute such amount to those persons who would have been entitled thereto if the Grantor had died at that time intestate, unmarried, without children surviving, and domiciled in the Commonwealth of Pennsylvania.

ARTICLE FOUR

Minor Beneficiaries

If any beneficiary who is entitled to receive absolutely and free of trust a share of the principal of any trust created hereunder is under the age of twenty-one (21) years (hereinafter called a "minor"), the Trustees are hereby authorized and empowered to hold and manage such share for the benefit of such minor during his minority, but this authority shall be construed as a power only and shall not operate to suspend the absolute ownership thereof by such minor nor to prevent the absolute vesting thereof in such minor. During the minority of any such beneficiary, the Trustees may accumulate all or any part of the Income from such beneficiary's share or pay so much thereof, together with such amounts of the principal of such beneficiary's share, as the Trustees, in their sole discretion, shall deem necessary or advisable for such beneficiary's health, support, maintenance and complete education. If any such beneficiary should die during his minority, the Trustees are authorized, in their sole discretion, to pay part or all of such beneficiary's funeral expenses, and the remaining principal of such beneficiary's share as it is then constituted shall be paid to the persons entitled to such beneficiary's personal estate.

ARTICLE FIVE

Other Provisions Affecting Trusts

Section 1. Disbursements to or for the Benefit of Minors. In the disbursement of funds directed to be paid under Article Three hereof to or for the use and benefit of any beneficiary who is a minor, the Trustees may make payment of the same to the parents, guardian or such other person as may have custody of the person of that minor at the time such payments are made, but without liability on the part of the Trustees to see to the application of said payments by the payee, and the receipt of any such person shall be a full acquittance of the Trustees as to any amounts so paid, or the Trustees may make payment of the same directly to or for the benefit of such minor.

Section 2. Accrued Income. Upon the death of any Income beneficiary, any Income accrued or received by the Trustees subsequent to the last Income payment date shall be paid to the person or persons for whose benefit the principal producing such Income is continued in trust or to whom such principal is distributed under the terms hereof.

Section 3. Stock Dividends. Corporate distributions received in shares of the distributing corporation shall be allocated to principal, regardless of the number of shares and however described or designated by the distributing corporation.

Section 4. Spendthrift Provision. During the continuance of any of the trusts created under this Agreement the principal sums thus held in trust for the beneficiaries, respectively, and the Income thereof shall not be subject to or liable for any contracts, debts, engagements, liabilities or torts of such beneficiaries, or any of them, now or hereafter made, contracted, incurred or committed, but shall be absolutely free from the same, and the beneficiaries under Articles Two and Three shall have no power to sell, assign, or encumber all or any part of the said principal sums or their interest therein respectively, or the Income thereof, or to anticipate the said Income. If any anticipation, assignment or transfer, whether voluntary or involuntary, or by operation of law, shall be made or attempted by or against any beneficiary under Articles Two and Three hereof, all further payments to said beneficiary of Income or principal of the trust shall be suspended for such period of time or indefinitely (but in no case for longer than the term of the trust) as the Trustees shall determine and, in lieu of such payments, the Trustees may apply so much of the Income or principal of the Trust, or both, as the Trustees may deem

necessary for the health, support, maintenance and complete education of said beneficiary, and all Income of the Trust not so applied shall, in the uncontrolled discretion of the Trustees, be accumulated and added to the principal of the trust fund at such time or times as the Trustees may deem proper.

Section 5. Rule Against Perpetuities. No trust created hereunder shall fail to vest within twenty-one (21) years after the life of the last to die of a class consisting of the Grantor and his descendants in being at the date of his death, and upon the failure to vest within such period, all trusts hereunder shall terminate and the assets thereof shall be distributed outright to the beneficiaries of each said trust per stirpes.

ARTICLE SIX

Trustee Powers

The Trustees shall have the following rights and powers exercisable without court approval, in addition to and without limiting the usual rights and powers vested in a trust fiduciary; provided, however, that all of such powers are exercisable only by the Trustees in a fiduciary capacity and no individual Trustee shall have any power to make distributions for his or her own benefit or for the purpose of discharging any legal obligation he or she may have.

Section 1. Power to Retain Assets. The Trustees may retain as an investment without any duty of diversification, all property, real or personal, received in kind from the Grantor or from his estate.

Section 2. Power to Retain Cash. The Trustees may hold in the form of cash, awaiting distribution or desirable investments, such portion of the funds held in trust hereunder as at any time and from time to time the Trustees in their discretion deem advisable.

Section 3. Investment Powers. The Trustees may invest and reinvest the principal held in trust, together with any Income accumulated thereon, in such stocks, bonds, mortgages, securities or other property, real or personal, as they deem advisable without being limited to the classes of securities or investments in which trust fiduciaries are authorized by law to invest trust funds.

Section 4. Power to Use Nominee. The Trustees may register or carry any investments held by them hereunder in their own name or in the name of a nominee or nominees,

including that of a corporate Trustee, a clearing corporation, a depository, in book entry form, or to retain any such investment unregistered or in a form permitting transfer by delivery; provided, however, that all such investments shall be so designated upon the records of such Trustees that the trust to which they belong shall appear clearly at all times.

Section 5. Power to Sell Real Estate. The Trustees may from time to time sell any and all real estate held hereunder, at public or private sale, for such prices and upon such terms as they deem advisable, and may make, execute and deliver any deed or deeds therefor, conveying title therein in fee simple absolute, or for any less estate, to any purchaser or purchasers, freed and discharged of any and all trusts hereunder.

Section 6. Power to Deal With Trust Assets. The Trustees may from time to time sell, exchange, lease, encumber, option or otherwise dispose of all or any portion of the assets held in trust in such manner and upon such terms and conditions as they deem advisable, and may make, execute and deliver deeds, mortgages, leases, assignments and other documents necessary to carry out any of the powers granted the Trustees, and which shall specifically include the authority to grant leases which extend beyond the period authorized by law.

Section 7. Stock Powers. The Trustees may from time to time vote by person or proxy any and all stock held in trust and may participate in any reorganization or merger of companies or corporations whose stock is held in trust. The Trustees may exercise any and all conversion, subscription, and other rights of whatever nature, including (but not by way of limitation) stock options with respect to any stocks, bonds, or other securities included in trust and, for the purpose of exercising such rights, shall have the right to sell or otherwise dispose of all or any part of the assets held in trust or to borrow for the purpose of making payment.

Section 8. Power to Borrow. The Trustees may borrow money for such periods of time and upon such terms and conditions as they deem advisable for the purpose of paying any charges for the protection or improvement of any property held hereunder.

Section 9. Power to Distribute in Kind. The Trustees may distribute in cash or kind, or both, and may allot different kinds of property to different shares, in accordance with the specific directions in Article Three, and as they deem advisable without respect to the income tax basis of such property, and such designations or divisions,

including the values placed on such property for such purposes, shall be conclusive upon all parties.

Section 10. Power to Settle Claims. The Trustees may adjust, compromise and settle or refer to arbitration any claim in favor of or against any trust hereunder, and may institute, prosecute or defend any and all such legal proceedings as they may deem advisable.

Section 11. Power to Employ Agents. The Trustees may from time to time employ such person or persons, upon such terms and conditions as they deem advisable, to perform all ministerial and administrative duties, including investing and reinvesting of the trust property, keeping of the books and records, and preparing all of the necessary tax returns.

Section 12. Power to Merge and Reform Trusts. The Trustees shall be authorized to merge or consolidate the assets of any trust created hereunder with the assets of any other trust created by the Grantor during his lifetime which contains distributive provisions similar to those provided for such trust created hereunder. In addition, the Trustees may reform, by a writing filed with the records of the Trust, any of the provisions of this Agreement to the end and purpose that burdensome tax or other unanticipated consequences may be eliminated or minimized.

Section 13. Power to Terminate Trusts. The Trustees are authorized to terminate any trust created hereunder if such trust, in the opinion of the Trustees, has insufficient assets to justify continued administration. In such event, the Trustees shall distribute the assets of said trust to the beneficiary or beneficiaries of such trust per stirpes.

Section 14. Dealings With Estates. The Trustees may without court approval purchase as an investment for the Trust Estate any property, real or personal, owned by the Grantor's estate, or, in their discretion, make loans, secured or unsecured, to the Grantor's estate, without liability for the nonpayment thereof.

Section 15. Business Powers. The Trustees may carry on any business owned and operated by the Grantor or by the Grantor's estate as a sole proprietorship or any business conducted by a limited or general partnership of which the Grantor or the Grantor's estate was a partner for whatever period of time the Trustees may deem advisable, and to that end the Trustees shall have the power to do any and all things they deem necessary or appropriate including the power to pay any negative cash flow, the power to incorporate any

such business or hold the stock as an investment, the power to borrow and pledge assets held in trust as security for such borrowing, the power to liquidate or sell any such business or such interests therein at public or private sale and at such times and upon such terms as the Trustees, in their sole discretion, deem advisable, and the power to employ agents to manage and operate such business without liability for the actions of any such agents, or for any loss, liability, or indebtedness of such business, if the management is selected or retained with reasonable care.

Section 16. Margin Accounts. The Trustees are expressly authorized to invest all or part of the assets held in trust in any cash management account or other investment account which includes the option to purchase securities on margin, and shall further be authorized to trade in any and all manner of stock options, including puts, calls and straddles, covered or uncovered, and for that purpose, may pledge any securities held or purchased by them as security for loans and advances to the Trustees.

Section 17. Generation-Skipping Trusts. It is the Grantor's intention, for generation-skipping transfer tax purposes, that all trusts contained herein have inclusion ratios, as defined in Section 2642(a)(1) of the Internal Revenue Code of 1986, as amended, of either zero (0) or one (1). Accordingly, the Trustees are authorized with respect to each trust created hereunder from which or to which generation-skipping transfers might occur to divide the property which otherwise would be distributable to such trust into two (2) separate trusts, so that there is one such trust with an inclusion ratio of zero (0) and one such trust with an inclusion ratio of one (1). As to any additions to any trust contained herein, the Trustees shall also be authorized to distribute such additions in a way that will preserve the zero (0) and one (1) inclusion ratios. Additionally, if for any reason a trust contained herein has an inclusion ratio of neither zero (0) nor one (1), the Trustees shall be authorized to divide such trust into two separate trusts, so that there is one such trust with an inclusion ratio of zero (0) and one such trust with an inclusion ratio of one (1). Each of the two trusts resulting from such a division shall have the same terms as the trust that was divided; provided, however, that (a) any discretionary distributions or withdrawals of Income or principal made to or by a skip person, as defined in Section 2613(a) of the Internal Revenue Code of 1986, as amended, shall be made first from that trust with an inclusion ratio of zero (0), and only any after the complete exhaustion of such trust shall discretionary distributions or withdrawals of Income or principal be made to or by a skip person from that separate share trust with any inclusion ratio of one (1), and (b) any discretionary

distributions or withdrawals of Income or principal made to or by a non-skip person, as defined in Section 2613(b) of the Internal Revenue Code of 1986, as amended, shall be made first from that trust with an inclusion ratio of one (1), and only after the complete exhaustion of such trust shall discretionary distributions or withdrawals of Income or principal be made to or by a non-skip person from that separate share trust with an inclusion ratio of zero (0). The Trustees are not required to obtain court approval for any exercise of authority granted to them under this Section.

ARTICLE SEVEN

Trustees

Section 1. Additional and Successor Trustees. All individual Trustees shall be authorized to appoint as a successor Trustee an individual or a corporate Trustee engaged in trust business in the United States. Each individual Trustee's appointment of a successor Trustee shall be evidenced by a writing filed with the records of the Trust, which may provide that such appointment shall take effect upon the death or resignation of the individual Trustee then serving or at such other time or upon the happening of an event as may be designated in such writing. If any of JACOB L. PHILLIPS, JR., HARRY G. PHILLIPS or NANCY C. COULTER ceases to serve for any reason, DELORES J. HICKS and SYLVIA J. WHITEMAN shall become additional Trustees hereunder, thus increasing the number of Trustees authorized to serve from three to five. If a corporate Trustee should be a party to a merger or consolidation, the resultant company shall become the successor corporate Trustee hereunder without notice to any other person.

Section 2. Administrative Duties. As among the Trustees, any corporate Trustee which may be serving hereunder shall perform all ministerial and administrative duties, including the keeping of the books and records, acting as custodian of the trust property and preparing all necessary tax returns.

Section 3. Delegation of Powers by Individual Trustee(s). Any individual Trustee(s) shall have full power and authority to delegate from time to time to any corporate Trustee which may be serving hereunder by an instrument in writing any or all of said individual Trustees' rights, powers and duties hereunder to the end and purpose that the corporate Trustee may be enabled to act in all respects for all of the Trustees hereunder during the term of such delegation; provided, however, that such delegation shall be

subject to revocation by the individual Trustee(s) upon the delivery of written notice to that effect to the corporate Trustee.

Section 4. Waiver of Bond. No Trustee hereunder shall be required to give bond for the faithful performance of duty in any jurisdiction.

Section 5. Compensation and Expenses of Trustees. Any corporate Trustee shall be entitled to receive annual compensation for its services hereunder in accordance with its schedule in effect when the services are performed, but not in excess of such compensation as would be approved by a court of competent jurisdiction. Any individual Trustee shall also be entitled to receive compensation commensurate with his services rendered. All Trustees shall be entitled to prompt reimbursement for all expenses reasonably incurred by them in the performance of their duties hereunder.

Section 6. Investment Adviser. The individual Trustees shall have the right to appoint one or more qualified investment advisers to manage all or any portion of the trust of which he or she is a Trustee; no investment adviser shall qualify for appointment hereunder unless it then has at least FIFTY MILLION DOLLARS (\$50,000,000) of assets under investment management. The corporate Trustee shall have no obligation to perform an investment review of any assets subject to the management of a qualified investment adviser and shall make only such sales and purchases as are directed by such investment adviser. The corporate Trustee shall not be liable to any person in any way for any loss resulting from the directions, or failure to give directions, of such investment adviser.

Section 7. Majority Vote. Any decision to be made by the Trustees hereunder shall be made by a majority of the Trustees acting at that time.

ARTICLE EIGHT

Additions, Revocation, Amendments

Section 1. Additions to Trust Estate. The Grantor or others, may add hereto, by Will, inter vivos transfer or beneficiary designation, cash or such property in kind as is acceptable to the Trustees.

Section 2. Right to Revoke. The Grantor reserves the right to revoke this Agreement in whole or in part by written notice to the Trustees. Unless such revocation is made expressly dependent upon some condition, it shall become

effective upon receipt of such written notice by the Trustees.

Section 3. Right to Amend. The Grantor reserves the right to amend this Agreement by a proper instrument in writing, executed by the Grantor, delivered to the corporate Trustee during the Grantor's lifetime and accepted by the Trustees.

ARTICLE NINE

Interpretation

Section 1. Gender and Number. Whenever used herein, the singular shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

Section 2. Definitions.

(a) Child, Children, Descendant. Whenever the terms "child," "children" and "descendant" are used herein, such terms shall include adopted children, regardless of the date of adoption, with full effect as if they were the natural children of the adopting parents. Such terms are also intended to include persons in gestation at any pertinent time provided such persons survive birth by thirty (30) days.

(b) Education. Whenever the terms "education" or "complete education" are used herein, such terms shall include all tuition, travel, room, board and other costs and expenses related to preparatory, special, vocational, business, college, post-graduate, and professional training.

(c) Health. Whenever the term "health" is used herein, such term shall include all medical, psychiatric, dental, hospital and nursing expenses and expenses of invalidism.

Section 3. Captions. The captions appearing in this Agreement have been used solely for convenience of reference and shall not control or affect the meaning or interpretation of any of the provisions.

Section 4. Governing Law. This Agreement has been delivered to and accepted by the Trustees in the Commonwealth

of Pennsylvania and shall be governed in all respects by the laws of said Commonwealth.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year first above written.

WITNESSES:

GRANTOR:

James S. McCulla

Jacob L. Phillips, Sr. (SEAL)

TRUSTEES:

James S. McCulla

Jacob L. Phillips, Jr. (SEAL)
Jacob L. Phillips, Jr.

James S. McCulla

Harry B. Phillips (SEAL)
Harry B. Phillips

James S. McCulla

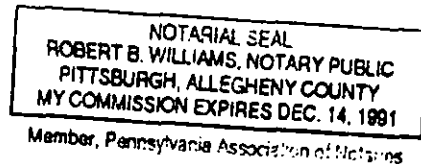
Nancy C. Coulter (SEAL)
Nancy C. Coulter

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this, the 15th day of SEPTEMBER, 1991, before me, a Notary Public, personally appeared Jacob L. Phillips, Sr., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Robert B. Williams
Notary Public

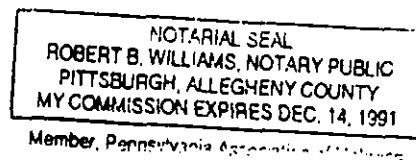


COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this, the 25th day of SEPTEMBER 1991, before me, a Notary Public, personally appeared Jacob L. Phillips, Jr., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Robert B. Williams
Notary Public

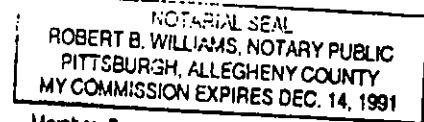


COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this, the 15th day of SEPTEMBER 1991, before me, a Notary Public, personally appeared Harry G. Phillips, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Robert B. Williams
Notary Public



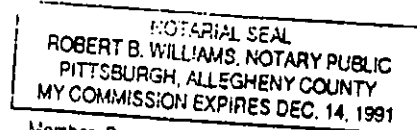
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this, the 25th day of SEPTEMBER 1991, before me, a Notary Public, personally appeared Nancy C. Coulter, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Robert B. Williams
Notary Public



Member, Pennsylvania Association of Notaries

SCHEDULE "A"
TO THE
JACOB L. PHILLIPS, SR.
REVOCABLE LIVING TRUST AGREEMENT

SUPPLEMENT TO PARAGRAPH 10

PHILLIPS CRANE & EQUIPMENT RENTALS, INC. - PURCHASE -
JACOB PHILLIPS

By this application, Transferee seeks permission to secure the transfer of all operating rights remaining in the name of the late Jacob Phillips. The Commission recently approved the transfer to Trans American Trucking Service, Inc. a portion of the operating rights issued to Jacob Phillips at Docket No. A-107793, F.2, Am-C. In approving the transfer, the Commission indicated in its Order that conditions would be imposed upon the remaining operating authority to avoid any duplication of operating rights. The Commission has not yet issued the Supplemental Order setting forth the restrictions on the remaining operating authority. However, a summary of the unrestricted authority is set forth in Appendix "A" to the Asset Purchase Agreement (Supplement to Paragraph 12(a)(i)).

LAW OFFICES

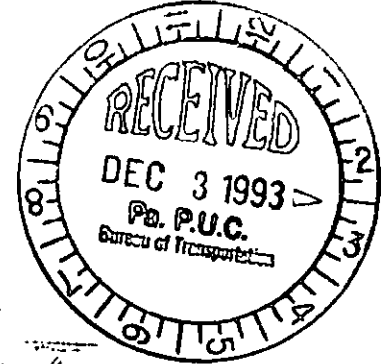
WICK, STREIFF, MEYER, METZ & O'BOYLE, P.C.

HENRY M. WICK, JR.
CHARLES J. STREIFF
CARL F. MEYER
LEROY L. METZ, II
DAVID M. O'BOYLE
VINCENT P. SZELIGO
LUCILLE N. WICK
PATRICIA LIPTAK-McGRAIL
KATHRYN KNEE VENN
TIMOTHY J. GRICKS
VICTORIA L. MARUCCI
ROGER A. ISLA

1450 TWO CHATHAM CENTER
PITTSBURGH, PA 15219-3427
(412) 765-1600

FACSIMILE
(412) 281-3783

November 24, 1993



Re: Phillips Crane & Equipment Rentals, Inc. -
Purchase - Jacob Phillips
Our File 4604.003

A 111159

RECEIVED

NOV 29 1993

SECRETARY'S OFFICE
Public Utility Commission

John G. Alford, Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17120

Dear Mr. Alford:

We enclose for filing with the Commission two (2) copies of the Supplemental Order, entered by the Commission on November 19, 1993, in connection with the operating rights which remain issued in the name of Jacob Phillips (Deceased). These rights are being transferred to Phillips Crane & Equipment Rentals, Inc. in the above captioned proceeding. We hereby request that Supplement to Paragraph 12(a)(iii) to the transfer application be amended to set forth the rights indicated in this Supplemental Order.

If you have any questions concerning this matter, please contact me.

Very truly yours,

WICK, STREIFF, MEYER,
METZ & O'BOYLE, P.C.

David M. O'Boyle

tw

Enclosure

cc: Phillips Crane & Equipment Rentals, Inc. (w/encl.)



December 31, 1993

REFER TO OUR FILE

David M. O'Boyle
Attorney at Law
1450 Two Chatham Center
Pittsburgh, PA 15219

In re: Application of - Phillips Crane & Equipment Rentals, Inc. - A-00111159

Dear Sirs:

Acknowledgement is made of an application filed by you on behalf of Phillips Crane & Equipment Rentals, Inc.

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

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

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

Very truly yours,

David Ehrhart
Supervisor - Application Section
Bureau of Transportation

DE:de

cc: Applicant
88 Beaver Grade Road
McKees Rocks, PA 15136

DOCUMENT
FOLDER

DOCKETED
APPLICATION DOCKET
DEC 30 1993
ENTRY No. 11

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION**

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

Published in Pennsylvania Bulletin **JAN 1 1994**

BUREAU OF TRANSPORTATION
COMMON CARRIER
DECEMBER 1993

A-00111159

Application of Phillips Crane & Equipment Rentals, Inc., a corporation of the Commonwealth of Pennsylvania, for the right to begin to transport, as a common carrier, by motor vehicle, (1) household goods in use between points in the county of Allegheny which are west of the city of Pittsburgh; (2) household goods in use from points in the county of Allegheny west of the city of Pittsburgh to points within sixty (60) miles by the usually traveled highways of the limits of the said area, and vice versa; and (3) floor covering, fresh vegetables and fruit, brick, lime, cement, sand, lumber and roofing materials, between points in the city of Pittsburgh, Allegheny County, and within twenty-five (25) miles of the usually traveled highways of the limits of said city provided that no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of destination; with the above rights subject to the following conditions: 1. Provided that no right, power or privilege is granted to transport building materials and supplies, excavated materials and road and building construction materials, and other materials usually transported in dump trucks, as a Class D carrier, between points in the county of Allegheny; provided that no haul shall exceed a distance of twenty-five (25) miles from point of origin to point of construction or disposal; 2. Provided that no right, power or privilege is granted to provide service between points in the borough of Coraopolis and the townships of Crescent, Moon, Neville and the portion of the township of Robinson which is within three (3) miles of 912 Fourth Avenue in the said borough, all in the county of Allegheny; and from points in said area to points within thirty-five (35) miles by the usually traveled highways of the limits of the said area; 3. Provided that no right, power or privilege is granted to transport builders' supplies from points in the borough of Coraopolis, Allegheny County, and within five (5) miles by usually traveled highways of the limits of said borough to other points within twenty-five (25) miles by the usually traveled highways of the limits of said borough, and vice versa; 4. Provided that no right, power or privilege is granted to provide service between points in the township of Neville, Allegheny County, and from points in said township to points in Pennsylvania within fifty (50) miles by the usually traveled highways of the limits of said township, and vice versa; 5. Provided that no right, power or privilege is granted to provide service for the Pittsburgh Forgings Company from its plant in the borough of Coraopolis, Allegheny County, to points in the county of Allegheny; 6. Provided that no right, power or privilege is granted to provide service for the Standard Steel Company from its plant in the borough of Coraopolis, Allegheny County, to points in the county of Allegheny and the city of Butler, Butler County; and 7. Provided that no right, power or privilege is granted to provide service for Pittsburgh Coke & Chemical Company, from the plant of said company in Neville Township, Allegheny County, to the warehouses of said company in Stowe Township, Allegheny County, and vice versa; which is to be a transfer of the rights authorized under the certificates issued at A-00042033, Folders 1 and 2 to Jacob Phillips (deceased), subject the same limitations and conditions.

NK

12/20/93

Application received: 10-26-93

Application docketed: 12-15-93

NH Protests due

**DOCUMENT
FOLDER**

JAN 24 1994

DOCKETED
APPLICATION DOCKET
DEC 30 1993

ENTRY No.