

BEFORE

RECEIVED

PENNSYLVANIA PUBLIC UTILITY COMMISSION 8:58

PA PUC BUREAU OF

APPLICATION FOR MOTOR CARRIER CERTIFICATE OR PERMIT

RECEIVED JUN 5 11:03 AM PA PUC INFO. CONTROL DIV.

(SEE INSTRUCTIONS BEFORE PREPARING APPLICATION)

In re: Application of Lester Fellows Company

APPLICATION DOCKET

No.

Folder No.

for a certificate of public convenience or a permit evidencing the Commission's approval of the right and privilege of operating motor vehicles as a motor carrier for the transportation of **PROPERTY**.

DOCKETED APPLICATION DOCKET JUN 6 1994 ENTRY No. [Signature]

TO PENNSYLVANIA PUBLIC UTILITY COMMISSION:

1. Lester Fellows Company
(Full and correct name of applicant)

2. Lester Fellows Company
(Trade name, if any)

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

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

3. TATHUM & EAST PEARL STREETS P.O. Box 586
(Business Street Address) (P.O. Box, if any)

Burlington Burlington N.J. 08016 609-986-9325
(City) (County) (State) (Zip) (Telephone)

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

Mr. James Patterson 1800 Penn Mutual Tower Phila. Pa 215-975-8300
(Name) (Address) (Telephone)

5. Any notice, process or order of the PUC should be served upon: Div.

George W. Reinhard P.O. Box 586 Burlington N.J. 08016
(Name) (Address)

6. Applicant Does NOT hold Pa. PUC authority under Docket No. 79108
(does or does not)

and operates as a CONTRACT carrier.
(common or contract)

DOCUMENT FOLDER [Signature]

Called Corp Bureau - Lester Fellows Company was incorporated as a foreign Bus. Corp. 6-17-94

7. Applicant Does hold Interstate Commerce Commission authority
(does or does not)
at Docket No. 29698.

8. Applicant is (check one):

Individual.

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

(Name)	(Address)

Corporation. Organized under the laws of the State of New Jersey and qualified to do business in Pennsylvania by registering with the Secretary of the Commonwealth on _____ (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. Attach the following, as appropriate (check those attached):

- A Partnership Agreement.
- B Trade Name registration certificate.
- C Certificate of Incorporation or Authority.
- D Statement of corporate charter purpose.
- E List of corporate officers and stockholders.

10. That the nature and character of the service to be rendered by applicant is the transportation of property as a Common Contract carrier by means of motor vehicles as follows:

PROPERTY, FOR ALLIED TUBE & CONDUIT,
BETWEEN POINTS IN PENNSYLVANIA,

11. Applicant is not now engaged in any intrastate transportation of property for compensation in Pennsylvania (except as authorized by the certificates of public convenience or permits specified in Paragraph 6) and will not engage in the transportation for which approval is herein sought unless and until authorization for such transportation shall be received. *yes*

CORPORATE SEAL

Lester Fellows Co., Inc.

(Print Name of Corporation, Partnership, Trade-Name or Individual)*

By:

George W. Reinhard V.P.

(Signature)

(Signature)

(Signature)

*If a partnership, each partner must sign; if a corporation, at least one officer must sign, and corporate seal affixed.

THIS MUST BE COMPLETED BY NOTARY PUBLIC

AFFIDAVIT OF APPLICANT (Natural Person)

COMMONWEALTH OF PENNSYLVANIA :
_____ County : ss:

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

Signature of Affiant

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

Signature of Official Administering Oath

AFFIDAVIT OF APPLICANT (Corporation)

COMMONWEALTH OF PENNSYLVANIA :
DAUPHIN County : ss:

George W. Reinhard, being duly sworn (affirmed) according to law, deposes and says that he is Vice President of Lester Fellows
(Office of Affiant)

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

affidavit for it; and that the facts above set forth are true and correct; or are true and correct to the best of his knowledge, information and belief and that he expects the said Lester Fellows Company to be able to prove the same
(Name of Corporation)

at the hearing hereof.

George W. Reinhard
V.P. Lester Fellows Co.
Signature of Affiant

Sworn and subscribed before me this 22
day of April 19 94
My Commission Expires 6/19/95

Robert A. Rancani
Signature of Official Administering Oath

List of Corporate Officers and Stockholders

#(9)

George W. Reinhard
P.O. Box 586
Burlington New Jersey 08016
President
45 Shares of Stock

George W. Reinhard Jr.
P.O. Box 586
Burlington, New Jersey 08016
Vice-President
2 Shares of stock

Louis E. Lods
P.O. Box 586
Burlington New Jersey 08016
Secretary
1 Share of Stock

Philip J. Lods
P.O. Box 586
Burlington New Jersey 08016
Treasurer
NO Shares of Stock Held

Jane G. Reinhard
P.O. Box 586
Burlington New Jersey 08016
Director
2 Shares of Stock

allied

TUBE & CONDUIT



11350 Norcom Road
Philadelphia, PA 19154
(215) 676-6464

April 22, 1994

Mr. George W. Reinhard, Jr.
Lester Fellows Trucking Company
Pearl and Tatham Street
Burlington, NJ 08016

Dear George:

This will make reference to our discussion on intra Pennsylvania shipments and my need for carriers to perform said service.

As is with our interstate movement, the material being shipped will be truckload shipments of iron and steel tubing consigned to electrical distributors, fence wholesalers, fire protection supply centers as well as job site deliveries for each of the above market segments. The volume of material from and between points in Pennsylvania for our fiscal year of 1993 totaled 50,416,145 lbs. A sample of destinations is as follows:

Allentown	Folsom	New Oxford
Altoona	Greensburg	Oakes
Aspers	Grover	Paoli
Beaver Falls	Hanover	Pittsburgh
Bethlehem	Hazleton	Philadelphia
Bradford	Ingomar	Rochester
Chester	Johnstown	Scranton
Clinton	Koppel	Spring Grove
Carlisle	Lansdale	Uniontown
Danville	Latrobe	Wellsboro
Delta	Media	Whitehall
Easton	Morgan	Wysox
Erie	New Berlin	York

Hopefully, this information will expedite the process and Lester Fellows will continue in providing the high level service in this vital segment of our business. Moving forward, if there is any additional information you require, please feel free to contact me.

Sincerely,

Michael A. McTague
Manager - Traffic

MAM:gm
cc: File



A Grinnell COMPANY

INTERSTATE COMMERCE COMMISSION
EVIDENCE OF ISSUE OF

Permit

No. MC 29698 SUB 1

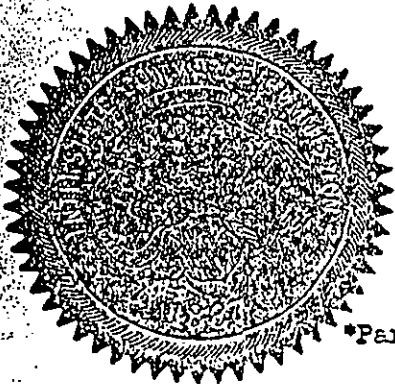
United States of America, District of Columbia } ss:

Be it Known, THAT THE INTERSTATE COMMERCE COMMISSION HAS FOUND THAT

LESTER FELLOWS CO.,
a corporation,
Jersey City, New Jersey

HAS DULY COMPLIED WITH ALL APPLICABLE PROVISIONS OF THE MOTOR CARRIER ACT, 1935* AND THE REQUIREMENTS, RULES, AND REGULATIONS PRESCRIBED THEREUNDER, AND, BY APPROPRIATE ORDER OF THIS COMMISSION, HAS BEEN GRANTED A PERMIT AUTHORIZING THE SAID CARRIER TO ENGAGE IN TRANSPORTATION IN INTERSTATE OR FOREIGN COMMERCE AS A CONTRACT CARRIER BY MOTOR VEHICLE; SUBJECT, HOWEVER, TO SUCH TERMS, CONDITIONS, AND LIMITATIONS AS ARE NOW, OR MAY HEREAFTER BE, ATTACHED TO THE EXERCISE OF THE PRIVILEGES GRANTED THE SAID CARRIER.

THIS INSTRUMENT IS EVIDENCE OF THE AUTHORITY OF THE HOLDER OF THE PERMIT REFERRED TO HEREIN TO ENGAGE IN TRANSPORTATION IN INTERSTATE OR FOREIGN COMMERCE IN ACCORDANCE WITH THE PROVISIONS OF THE SAID PERMIT. SUCH PERMIT IS EFFECTIVE FROM THE DATE THEREIN SPECIFIED AND WILL REMAIN IN EFFECT UNTIL TERMINATED AS PROVIDED IN THE SAID ACT.



Witness THE SEAL OF THE INTERSTATE COMMERCE COMMISSION AND THE HAND OF ITS SECRETARY, AT WASHINGTON, D. C., THIS 12th DAY OF November, A. D. 1938

[Signature]

Secretary.

*Part II, Interstate Commerce Act

CONTRACT CARRIER'S TRUCKING CONTRACT

MASTER CONTRACT

This agreement is entered into this 9th day of October 19 92 between GRINNELL CORPORATION, a Delaware corporation ("Shipper") and Lester Fellows Company, a New Jersey corporation ("Carrier").

RECITALS

Carrier is engaged in the transportation of freight by motor vehicle as a contract carrier, and desires to transport goods of Shipper or any of Shipper's affiliated companies pursuant to Section 12 hereto. To facilitate such transportation and for convenience in handling such transactions and agreeing to the terms and conditions of such transportation, the parties have agreed to the terms and conditions under which all of such transportation shall be made as hereinafter set forth.

NOW THEREFORE, in consideration of the premises and the mutual promises and conditions herein contained, it is hereby agreed as follows:

1. GENERAL PROVISIONS:

Attached hereto and expressly made a part hereof are various addenda. Subsequent to the execution hereof by Shipper and Carrier further addenda may be added hereto and shall also become a part hereof as of the date of execution of any such addendum. Each addendum shall be executed by an Authorized Officer of each party and contain at least the following information:

a) The points of origin and destination of shipments and reference to Carrier's authority from the Interstate Commerce Commission or the appropriate state agency with respect to the shipments covered by such addendum;

(b) the minimum annual tonnage (on a calendar year basis) which Shipper shall tender to Carrier;

(c) Carrier's compensation, which shall be incorporated into the addendum by reference to Carrier's applicable schedule.

(d) The amount of equipment to be dedicated or a description of the special services to be provided.

All shipments shall be made subject to the applicable addendum. In addition to the minimum annual tonnage, Carrier, subject to availability and loading capacity of its trucks, shall transport such additional freight as may be tendered by Shipper.

2. EQUIPMENT/PERSONNEL:

All equipment provided by Carrier shall be in first-class operating condition and shall comply with standards of the Federal Department of Transportation and all State regulatory agencies as required for transporting the goods of Shipper, tendered pursuant to this Contract. Personnel, whether employees of Carrier or independent contractors retained by Carrier shall be thoroughly trained by Carrier in their duties and possess any and all licenses, permits, etc. required by law or regulations of any state or federal agency.

3. RECEIPT FOR GOODS:

Upon receipt from Shipper of such quantities of Shipper's freight as may be tendered to Carrier from time to time, Carrier shall furnish Shipper with a written receipt therefor, which receipt shall be prima facie evidence of receipt of such goods in good order and condition, unless otherwise noted upon the face of such receipt.

4. DELIVERY OF GOODS:

(a) Upon receipt of the goods of the Shipper (whether direct from Shipper or from third person), Carrier shall transport and carry such goods without delay and deliver them in like good order and condition to the consignees at the destination directed by Shipper, and shall secure delivery receipts, properly signed and dated covering such goods.

(b) Carrier shall be liable for and shall indemnify and save harmless Shipper from and against any and all loss, costs, damage or expense which Shipper may sustain or incur because of Carrier's failure to timely deliver the goods of Shipper or because of any loss or damage to such goods which may occur between the time of receipt of such goods by Carrier and their delivery by Carrier to any consignee at the destination directed by Shipper; provided, however, that Carrier shall not be liable for and shall not be obligated to indemnify Shipper for any failure to deliver goods received by Carrier where such failure to deliver is due to war, conditions of war, strikes, lock-outs, fire, floods, cyclones, or any other similar causes.

5. DAMAGE TO CARRIER'S EQUIPMENT:

Shipper shall not be liable to Carrier for any damage sustained by or to Carrier's equipment or for loss by confiscation or seizure of Carrier's equipment by any public authority.

6. CARRIER AS INDEPENDENT CONTRACTOR:

It is understood that:

(a) Carrier is an independent contractor and neither Carrier nor Carrier's employees and agents shall be deemed to be employees of Shipper;

(b) Carrier shall employ all persons operating tractors, trailers and handling equipment hereunder, and Carrier shall provide, where required by law, Workmen's Compensation insurance;

(c) Carrier shall be fully responsible for payment of all State and Federal taxes for unemployment insurance, old age pensions or under any social security law or laws, as to all employees engaged in the performance of this contract; and Carrier shall indemnify and save harmless Shipper, its successors and assigns, from and against all liability by reason of Carrier's failure to do so.

(d) Carrier, at all times, shall comply with all applicable laws and all rules and regulations of any public agency, Federal or state, in effect from time to time, which may be binding or obligatory on either party hereto, and Carrier shall indemnify and save harmless Shipper from and against all liability by reason of Carrier's failure to do so. Without restricting the foregoing obligations of Carrier in any way, the parties hereto agree that Carrier's personnel shall be familiar with and abide by all rules and regulations of the Federal Department of Transportation; the Federal Environmental Protection Agency; all State

Environmental Protection agencies and State Departments of Transportation in and through which Shipper's freight shall be transported by Carrier. All drivers who operate the equipment carrying Shipper's freight, as well as all other Carrier's personnel who are involved in the handling and movement of Shipper's freight, shall be properly trained, qualified and competent to perform the duties required of them to properly load, secure and transport the Shipper's freight. When Shipper's freight is to be delivered by Carrier to a disposal site, Carrier shall make such delivery only to properly approved disposal sites for the type of material being transported for disposal.

7. SHIPMENTS COVERED:

All freight transported by Carrier for Shipper during the period of this Contract, whether received directly from Shipper or from third party, shall be transported by Carrier subject to the terms and conditions of this Contract. In the event a standard Bill of Lading is issued on a shipment tendered to Carrier by Shipper and there is conflict between the terms and conditions of said Bill of Lading and the terms and conditions of this Contract, the terms and conditions of this Contract and not those of the Bill of Lading, shall apply.

8. INSURANCE:

(a) Carrier shall indemnify, defend and save harmless Shipper from and against any and all losses, damages, claims, demands, costs, expenses, suits and liabilities (including reasonable attorney's fees) that arise from:

1. injuries or death to persons or damage to property caused by Carrier's acts or omission to act, or the acts or omissions to act of those persons furnished by Carrier, or in any way arising out of the performance of this contract by Carrier;

2. assertions or claims under Workers' Compensation or similar acts made by persons furnished by Carrier or of Carrier's subcontractors;

3. loss of or damage to goods for which Carrier is liable under this contract; or

4. any failure by Carrier to perform any of Carrier's obligations under this clause.

(b) Carrier, at its own expense, shall maintain during the term of this contract the following insurance policies:

1. Worker's Compensation insurance prescribed by applicable law;

2. Employers' Liability insurance with limits of at least \$100,000 for each accident;

3. Comprehensive Auto Liability insurance with limits of at least \$1,000,000 for bodily injury, including death, to any one person and \$1,000,000 for each occurrence of property damage.

4. Comprehensive General Liability insurance including Contractual Liability Coverage covering the contractual obligations accepted under this clause, with limits of at least \$1,000,000 for each occurrence of bodily injury, including death, and \$1,000,000 for each occurrence of property damage.

5. Usual form of "all risk" Motor Truck Cargo insurance, including theft, with limits of at least \$100,000. Parties agree that Carrier's degree of liability for loss and damage to cargo will be no less than the degree of liability that would apply if the same commodities were tendered by Shipper to Carrier for transportation as a common carrier.

(c) All such insurance described in clauses (b)1, (b)2, (b)3, and (b)4 above shall name Shipper as a named additional insured. Carrier will provide a waiver of subrogation against Shipper for insurance described in #1 above.

(d) Carrier shall provide certificates of insurance and any other documentation Shipper may request evidencing the foregoing insurance is in effect.

9. TERM

This Contract cancels and supplants any and all other written or oral agreements and understandings for trucking between Carrier, on the one hand, and Shipper, on the other hand. This Contract shall remain in full force and effect for 2 years from date of execution and for successive periods of one calendar year each year thereafter, provided however, that either party shall have the right to terminate this Contract for any reason and at any time after the first year, by the giving of notice, in writing to the other party, by certified or registered mail, postage prepaid, at least 30 days prior to the date of termination.

10. CLAIMS:

The provisions contained in 49 C.F.R. 1005, as set forth in the attached Exhibit, shall govern the processing of claims for loss, damage, injury or delay to property and the processing of salvage.

11. Miscellaneous:

(a) Any notice given hereunder shall be in writing and shall be delivered by registered or certified mail, return receipt requested, as follows:

To Shipper:

Anthony M. Santone, Vice President-Transportation
16100 South Lathrop Avenue
Harvey, IL 60426

To Carrier:

George Reinhard, Jr.
Lester Fellows Company
P.O. Box 586
Burlington, NJ

or to such other address as a party may designate by like notice to the other.

(b) This Contract shall not be altered except to the extent provided in Paragraph 1 hereof, or in writing endorsed hereon and signed by an authorized officer of each party.

(c) This Contract shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

d). The provisions contained herein will not result in an adverse effect on the quality of the human environment.

12. ADDITIONAL PARTIES:

The terms of this contract shall enure to the benefit of Grinnell Corporation, as well as its wholly owned subsidiary corporations, divisions and its parent company, and its parent company's subsidiaries and divisions, all of which are hereinafter described as "affiliated companies".

IN WITNESS WHEREOF, the parties have signed this Contract as of the date first above written.

Lester Fellows Company
(CARRIER)
George Reinhard
(Signature)
Vice President
(Title)
10/14/92
(Date)

Allied Tube & Conduit
(SHIPPER)
[Signature]
(Signature)
Manager - Traffic
(Title)
10/9/92
(Date)

GRINNELL CORPORATION
[Signature]
(Signature)
Vice President/Transp.
(Title)
10/15/92
(Date)

Addendum # 1 to Contract Carrier's Trucking

Contract between GRINNELL CORPORATION , as Shipper, and

Lester Fellows Company , as Carrier.

1. "Affiliated Companies" of Shipper are Accurate Forming-Div. of Ludlow, Allied Tube & Conduit, Ansul Fire Protection Co., Anvil Products, Inc., Armin Corp., Atlantic Coast Electronics, Canvil, Ltd., Gem Sprinkler Co., Grinnell Fire Protection Systems, Hersey Products Co., Ludlow Corp., Mueller Co., Simplex Wire & Cable, Twitchell Co., Tyco Engineering Systems, Tyco Laboratories, and Tyco Printed Circuit Group.

2. Carrier will provide transportation under this agreement between points in the United States where the Carrier is authorized to provide Direct Service under Permit No. 29698 Sub 1 issued by the Interstate Commerce Commission.

3. Carrier will provide transportation on an Intra-State basis within the states of N/A

under the following authorities : _____

4. Carrier agrees to dedicate "dropped" trailers for Shipper's exclusive use as may be required by shipper. Shipper agrees to tender to Carrier a series of shipments totaling no less than 100 tons of freight during the term of this agreement.

5. Shipments transported under this contract are subject to rules and regulations as published in Rules Tariff No. 1005.

6. Interstate freight rates are subject to the Pricing Summary as shown in Appendix A, A-1, A-2, etc.

7. Intrastate freight rates are subject to the Pricing Summary as shown in Appendix B, B-1, B-2, etc.

8. Rates and charges will apply only to Inbound Collect and Outbound Prepaid shipments.

9. Pricing as stated on Appendix A and B is based on rates in effect on 10/9/92.

10. "Spot" quotations or "Verbal" quotations must be acknowledged in writing or via facsimile transmission within five (5) days. A copy must be sent to each location from/to which rates apply. The original signature copy must be sent to the parties named below for execution.

11. If any "affiliated company" has lower contract or common carrier prices than those referenced to in this Agreement, in effect on the date of this Agreement, such lower pricing will be incorporated into this Agreement by Addendum and all prior contracts or tariffs containing such rates will be cancelled.

12. During the first year of this Agreement, charges to Shipper shall not be increased. During the second and each succeeding year of this Agreement, rates may be increased subject to agreement of the parties; but in no case shall the % of annual increases exceed the % increase in the Producer Price Index over the prior year as compiled by the Bureau of Labor Statistics, U. S. Department of Labor.

Lester Fellows Company
(CARRIER)
George Reinhard
(Signature)
Vice President
(Title)
10/14/92
(Date)

Allied Tube & Conduit
(SHIPPER)
[Signature]
(Signature)
Manager - Traffic
(Title)
10/9/92
(Date)

GRINNELL CORPORATION
[Signature]
(Signature)
Vice President/Transp.
(Title)
10/15/92
(Date)

State of New Jersey



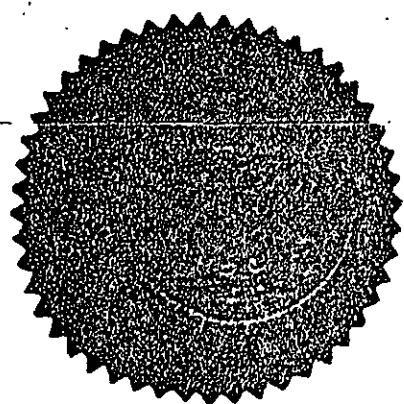
Department of State

RECEIVED
MAY -5 AM 10:03
P.A.P.U.C.
INFO. CONTROL D.

I, S. D. Dickinson, Secretary of State, of the State of New Jersey, do hereby Certify that the foregoing is a true copy of the Certificate of _____ INCORPORATION of _____ LESTER FELLOWS CO., _____

_____ and the endorsements thereon, as the same is taken from and compared with the original filed in my office on the _____ Twenty-seventh day of _____ May _____ A. D. _____ 1911 _____, and now remaining on file and of record therein.

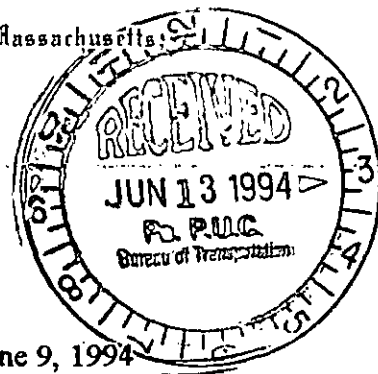
In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at Trenton, this _____ Twenty-seventh day of _____ May _____ A. D. 1911.



S. D. Dickinson
Secretary of State.

Lester Fellows Co.

Contract Carriers J. C. C. Docket, No. 29,698
Building Materials and Cast Iron Pipe
Between New York, New Jersey, Connecticut, Rhode Island, Massachusetts,
Pennsylvania, Maryland and Delaware
Office, Box 586
Burlington, N. J. 08016



June 9, 1994

Pennsylvania P U C
P.O. Box 3265
Harrisburg, Pa. 17120
Attention: Lou Miller

Dear Lou,

This letter is in reference to our phone conversation on June 1, 1994 regarding the right to do business in the state of Pennsylvania as a foreign corporation and the character of the service to be rendered regarding property for Allied Tube and Conduit between points in Pennsylvania. Please publish our application for P.U.C. Authority in Pennsylvania as soon as possible. Enclosed is a copy of the application for the right to do business in the state of Pennsylvania as a foreign corporation.

Very truly yours,

George W. Reinhard
Vice President
Lester Fellows Co.

**DOCUMENT
FOLDER**

DOCKETED
APPLICATION DOCKET
JUN 14 1994
ENTRY No. *[Signature]*

Microfilm Number _____

Filed with the Department of State on _____

Entity Number _____

Secretary of the Commonwealth

APPLICATION FOR CERTIFICATE OF AUTHORITY

DSCB:15-4124/6124 (Rev 90)

Indicate type of corporation (check one):

Foreign Business Corporation (15 Pa.C.S. § 4124)

Foreign Nonprofit Corporation (15 Pa.C.S. § 6124)

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations) the undersigned association hereby states that:

1. The name of the corporation is: Lester Fellows Company

2. The name which the corporation adopts for use in this Commonwealth is (complete only when the corporation must adopt a corporate designator for use in Pennsylvania):

3. (If the name set forth in paragraph 1 or 2 is not available for use in this Commonwealth, complete the following):

The fictitious name which the corporation adopts for use in transacting business in this Commonwealth is:

The corporation shall do business in Pennsylvania only under such fictitious name pursuant to the attached resolution of the board of directors under the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations) and the attached form DSCB:54-311 (Application for Registration of Fictitious Name).

4. The name of the jurisdiction under the laws of which the corporation is incorporated is:

New Jersey

5. The address of its principal office under the laws of the jurisdiction in which it is incorporated is:

TATHAM & PEARLSTYS P.O. Box 586 Burlington New Jersey 08064 Burlington
Number and Street City State Zip County

6-17-94

Incorporated as of foreign Corp.
Per Corp. Bureau 8-2-94 JM

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

(a) _____
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.

7. (Check one of the following):

(Business corporation): The corporation is a corporation incorporated for a purpose or purposes involving pecunian profit, incidental or otherwise.

(Nonprofit corporation): The corporation is a corporation incorporated for a purpose or purposes not involving pecunian profit, incidental or otherwise.

IN TESTIMONY WHEREOF, the undersigned corporation has caused this Application for a Certificate of Authority to be signed by a duly authorized officer thereof this 9th day of JUNE, 19 94.

LESTER FELLOWS COMPANY
(Name of Corporation)

BY: [Signature]
(Signature)

TITLE: Treasurer

DOCKETING STATEMENT (DSCB:15-134 Rev 91)
DEPARTMENTS OF STATE AND REVENUE

BUREAU USE ONLY:

Dept. of State Entity Number _____

FILING FEE: NONE

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
P.O. BOX 8722
HARRISBURG, PA 17105-8722

6-17-94
Incorporated as
foreign Bus. Corp.
per 8-2-94
Bureau
JM

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
- Insurance
- 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

1. Name of corporation: Lester R. Fellows Company

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

(a) TATHAM & PEARLSTEIN, P.O. BOX 586, Burlington, New Jersey 08016, Burlington
Number and Street/RD number and Box City State Zip code County

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

3. State or Country of Incorporation: New Jersey 4. Specified effective date, if applicable: All

5. Federal Identification Number: 22-0906780

6. Describe principal Pennsylvania activity to be engaged in, within one year of this application date: TRANSPORTATION OF PROPERTY (MAINLY GALVANIZED TUBING) TO POINTS IN PENNSYLVANIA FROM Allied Tube and Conduit Philadelphia PA.

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

Name Address Title Social Security #

George W. Reinhard 201 Hill Road Westhampton NJ President

Louis E. Lods 2nd Hunterdon Dr. Cinnaminson NJ Secretary

Philip J. Lods 30 Hancock Dr. Maple Shade NJ Treasurer

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

8. Location of principal place of business:

TATAM & PEARL STREETS Burlington New Jersey 08016
 Number and Street/RD number and Box City State Zip Code

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

P.O. Box 586 Burlington New Jersey 08016
 Number and Street/RD number and Box City State Zip Code

10. 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): FOR ANY GENERAL ACT OR PURPOSE.11. Date and state of incorporation or organization (foreign corporation only): 1911 New Jersey12. Date business started in Pennsylvania (foreign corporation only): 199413. Is the corporation authorized to issue capital stock? YES NO14. Corporation's fiscal year ends: December 31ST

This statement shall be deemed to have been executed by the individual who executed the accompanying submittal. See 18 Pa.C.S. §4904 (relating to unsworn falsification to authorities).

Instructions for Completion of Form:

- A. A separate completed set of copies of this form shall be submitted for each entity or registration resulting from the transaction.
- B. The Bureau of Corporation Taxes in the Pennsylvania 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.
- C. All Pennsylvania 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.
- D. The disclosure of the social security numbers of the corporate officers in Paragraph 7 is voluntary. The numbers are used to assure the proper identification of corporation officers by the Department of Revenue in accordance with the Fiscal Code.

August 12, 1994

■
Lester Fellows Company
Tatham & East Pearl Streets
P. O. Box 586
Burlington, NJ 08016
■

In Re: A-00111410 - Lester Fellows Company

Dear Sir:

The application cited above has been captioned as attached and will be submitted for review provided no protests are filed on or before September 6, 1994. If protests are filed, you will be advised as to further procedure.

You are further advised that the above application will be published in the the Pennsylvania Bulletin of August 13, 1994.

**DOCUMENT
FOLDER**

Very truly yours,

David Ehrhart
Supervisor - Application Section
Bureau of Transportation

DE:rp

DOCKETED APPLICATION DOCKET JUL 12 1994 ENTRY No. <u>MW</u>

A-00111410 LESTER FELLOWS COMPANY (Tatham & East Pearl Streets, P.O. Box 586, Burlington, NJ 08016) a corporation of the State of New Jersey - contract carrier - property, for Allied Tube & Conduite, between points in Pennsylvania.

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

AUG 13 1994

Published in Pennsylvania Bulletin _____

BUREAU OF TRANSPORTATION
CONTRACT CARRIER
AUGUST, 1994

A-00111410

Application of Lester Fellows Company, a corporation of the State of New Jersey, for the right to begin to transport, as a contract carrier, by motor vehicle, property, for Allied Tube & Conduite, between points in Pennsylvania.

LM:rs/rn

8/3/94

Application received: 5-5-94
Application docketed: 6-6-94

NH

DOCUMENT
FOLDER

DOCKETED APPLICATION DOCKET JUL 12 1994 ENTRY No. <u>MW</u>

SEP - 6 1994

Protests due _____