

Wal-Mart Transportation LLC



Tax Dept - MS 0555
1301 SE 10th Street
Bentonville AR 72716-0555
Phone (479) 273-4936

Camille Goodin Transportation Tax Specialist

PA Public Utility Commission
400 North St.
Harrisburg, PA 17120

June 7, 2006

Re: Notification of "Name Change

Dear Michael Sobolesky,

Per your conversation with Lisa Blaine, please find enclosed the name change form. Would you please fax a confirmation of the name change to my attention at 479-273-4432?

Thank you again for your help in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Camille Goodin".

Camille Goodin
Transportation Tax Specialist
Phone: 479-273-4936
Fax: 479-273-4432
camille.goodin@wal-mart.com

2006 JUN 23 PM 4:15
SAFETY



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

IN REPLY PLEASE
REFER TO OUR FILE

July 10, 2006

A-00116491

DOCUMENT
FOLDER

LISA L. BLAIN
WAL-MART STORES EAST INC
601 NORTH WALTON BOULEVARD
BENTONVILLE AR 72716-0710

Re: Change in name from Wal-Mart Stores East, Inc. to Wal-Mart
Transportation, LLC, t/a Wal-Mart Stores, Inc.

Dear Ms. Blain:

This is in response to your correspondence dated June 7, 2006, received in our office on June 28, 2006, in which you requested a change in name from Wal-Mart Stores East, Inc. to Wal-Mart Transportation, LLC, t/a Wal-Mart Stores, Inc.

In order to make the requested changes, you must comply with provisions of Title 52 § 3.381(a)(6)(i)(A), which requires that you submit a verified letter of notification to the Secretary containing the following information:

- (I) The docket number of the motor carrier and the name of the motor carrier as presently shown in Commission records.
- (II) A copy of the amended articles of incorporation or revised partnership agreement, if applicable, or other proper evidence of the name change
- (III) The names of the owners of the stock and the distribution of shares, if applicable
- (IV) The names of the officers and directors of the corporation, if applicable
- (V) A statement that there has been no change in the ownership or control of the company. In accordance with Title 52 § 3.381(a)(7)(i), a change in the ownership or control of the business, for example, through a transfer, merger or addition/deletion of a partner, requires the filing of an application. If the Commission approves the application, a new certificate will be issued under a new docket number upon receipt of insurance and tariff filings reflecting the change in the entity of the motor carrier.

A Verification of Statement form is enclosed for your convenience. This form can be included in your reply to us or can be attached to your reply.

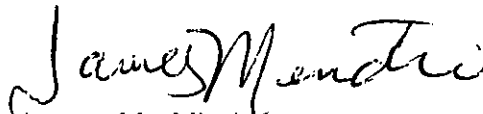
In accordance with Title 52 § 3.381(a)(6)(i)(B), upon submission of the above items, the Commission will endorse the existing certificate or permit of the motor carrier in the new name with no change to the existing docket number, unless there has been a

KJR

Ms. Lisa L. Blain
Wal-Mart Stores East, Inc.
July 10, 2006
Page 2

change in the ownership or control of the business. As stated above, if there has been a change in the ownership or control of the business, an application will have to be filed.

Sincerely,



James M. Minder
Compliance Specialist Supervisor
Motor Carrier Services & Enforcement Division

Cc: Document file (attachment)

Ms. Camille Goodin
Transportation Tax Specialist
Wal-Mart Transportation, LLC
Tax Dept. – MS 0555
1301 SE 10th Street
Bentonville, AR 72716-0555

VERIFICATION OF STATEMENT

The undersigned deposes and says that he/she is the person who signed the statement for the above-captioned applicant/application and that he/she is authorized to and does make this verification and that the facts set forth therein are true and correct to the best of his/her knowledge, information and believe.

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

Dated: _____

(Signature)

(Print Name)

RAWLE & HENDERSON LLP



GARY N. STEWART
717-234-7730
gstewart@rawle.com

The Nation's Oldest Law Office • Established in 1783

www.rawle.com

25 N. FRONT STREET
FIRST FLOOR
HARRISBURG, PA 17101
TELEPHONE: (717) 234-7700
FACSIMILE: (717) 234-7710

RECEIVED
BUREAU OF SAFETY
TRANSPORTATION & SAFETY
2006 SEP 11 PM 3: 6

September 8, 2006

VIA HAND DELIVERY

Office of the Secretary
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, PA 17105

RECEIVED
2006 SEP - 8 PM 2: 44
PA PUC
SECRETARY'S BUREAU

**Re: Wal-Mart Transportation, LLC, formerly Wal-Mart Stores East, Inc.
Certificate of Public Convenience No.: A-00116491
Our File No.: 445948**

To the Secretary:

On February 27, 2004, Wal-Mart Transportation, LLC submitted documentation with a request for a change in entity of the motor carrier pursuant to 52 Pa. Code § 3.381(a)(7)(ii). At that time, Wal-Mart Stores East, Inc. held Certificate of Public Convenience No. A-00116491. Wal-Mart Transportation, LLC submitted a letter with a copy of the January 1, 2002 Assignment and Assumption Agreement between Wal-Mart Stores East, Inc. and Wal-Mart Transportation, LLC. Pursuant to the Agreement, all assets and debts of Wal-Mart Stores East, Inc. were assigned to and assumed by Wal-Mart Transportation, LLC. However, there was no change in the ownership or control of the business. A copy of the Agreement was enclosed for your review. Apparently, the certificate was not endorsed with the name of the new entity and Wal-Mart Transportation, LLC was recently notified of its non-compliance.

Pursuant to the instructions of James M, Minder, Compliance Specialist Supervisor of the Motor Carrier Services and Enforcement Bureau of Transportation and Safety, enclosed are the following documents necessary for the endorsement of the certificate currently on file:

1. Articles of Incorporation;
2. The names of the owners of the stock and the distribution of shares; and
3. The names of the officers or directors of the corporation.

As stated above, there has been no change in the ownership or control of the company.

DOCKETED
NOV 03 2006

**DOCUMENT
FOLDER**

1347959 v.1

37

September 8, 2006

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In addition, the tariff filings which have been submitted by Wal-Mart Transportation, LLC since the February 27, 2004 request reflected the tariff information for Wal-Mart Transportation, LLC.

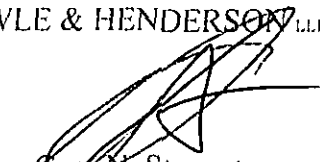
Kindly endorse the existing certificate in the name of the new entity. Wal-Mart Transportation, LLC shall effect the change in the entity on its insurance and tariff filings with the Commission. Kindly contact us if there are any additional documents which are required to effectuate this change.

Thank you for your assistance in this matter.

Very truly yours,

RAWLE & HENDERSON LLP

By:



Gary N. Stewart
Analisa Sondergaard

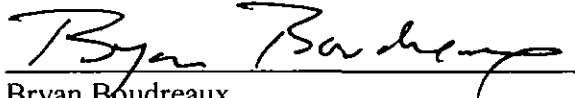
GNS/AS

Enclosures

cc: Mickey Dragash, Esquire

VERIFICATION

BRYAN BOUDREAUX, hereby states that he is Vice President, Private Fleet-Eastern Operations for Wal-Mart Transportation, LLC. The undersigned verifies that the statements made in the foregoing Letter to the Office of the Secretary are true and correct to the best of his knowledge, information and belief. The undersigned understands that the statements set forth in said pleading are made subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.



Bryan Boudreaux
Vice President, Private Fleet-Eastern Operations
Wal-Mart Transportation, LLC

Dated: September 1, 2006

State of Delaware

Office of the Secretary of State

PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "WAL-MART TRANSPORTATION, LLC", FILED IN THIS OFFICE ON THE NINTH DAY OF NOVEMBER, A.D. 2001, AT 9 O'CLOCK A.M.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

3455671 8100

AUTHENTICATION: 1440772

010569188

DATE: 11-13-01

CERTIFICATE OF FORMATION
OF
WAL-MART TRANSPORTATION, LLC

This Certificate of Formation is being duly executed and filed by Allison Garrett, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del. C. §18-101, et seq.).

I.

The name of the limited liability company (the "Company") is WAL-MART TRANSPORTATION, LLC.

II.

The address of the Company's initial registered office in the State of Delaware is c/o Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware 19808. The name of the registered agent at such address is Corporation Service Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of this 9th day of November 2001.



Allison Garrett
Authorized Person

**CERTIFICATE OF FORMATION
OF
WAL-MART TRANSPORTATION, LLC**

This Certificate of Formation is being duly executed and filed by Allison Garrett, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del. C. §18-101, et seq.).

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IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of this 9th day of November 2001.



Allison Garrett
Authorized Person

**AMENDMENT TO THE
OPERATING AGREEMENT OF
WAL-MART TRANSPORTATION, LLC**

WAL-MART TRANSPORTATION, LLC, a limited liability company organized under the Delaware Limited Liability Company Act, WAL-MART STORES EAST, INC., a Arkansas corporation, and WAL-MART STORES EAST, LP, a Delaware limited partnership, for the purpose of amending the Operating Agreement of Wal-Mart Transportation, LLC, hereby certify that effective 12:00 a.m., February 1, 2002, the Operating Agreement of Wal-Mart Transportation, LLC is amended as follows:

1. Pursuant to a Contribution Agreement between WAL-MART STORES EAST, INC., WSE INVESTMENT, LLC, a Delaware limited liability company, and WAL-MART STORES EAST, LP, effective 12:00 a.m., February 1, 2002, WAL-MART STORES EAST, INC. has assigned all of its rights and interests as a member in WAL-MART TRANSPORTATION, LLC to WAL-MART STORES EAST, LP. A copy of the Contribution Agreement is attached as Exhibit A.
2. All references to WAL-MART STORES EAST, INC. as a member of WAL-MART TRANSPORTATION, LLC are hereby stricken from the Operating Agreement of Wal-Mart Transportation, LLC.
3. WAL-MART STORES EAST, LP is hereby named as the sole member of WAL-MART TRANSPORTATION, LLC.

IN WITNESS WHEREOF, this Amendment to the Operating Agreement of Wal-Mart Transportation, LLC has been duly executed as of the 1st day of February, 2002.

Wal-Mart Transportation, LLC

By: 

Name: Allison D. Garrett

Title: Vice President & Assistant Secretary

Wal-Mart Stores East, Inc.

By: 

Name: Robert K. Rhoads

Title: Senior Vice President & Secretary

Wal-Mart Stores East, LP

By: 

Name: Allison D. Garrett

Title: Vice President & Assistant Secretary

**OPERATING AGREEMENT OF
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MEMBER TO LLC
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MEMBER AND LLC

**OPERATING AGREEMENT OF
WAL-MART TRANSPORTATION, LLC**

This Agreement, effective as of the 9th day of November, 2001, between WAL-MART STORES EAST, INC. (the "Member"), a corporation formed and existing under the laws of the State of Arkansas, with its principal place of business at 702 Southwest 8th Street, Bentonville, Arkansas 72716-0555; and WAL-MART TRANSPORTATION, LLC (the "LLC"), a limited liability company formed and existing under the laws of the State of Delaware, with its principal place of business at 702 Southwest 8th Street, Bentonville, Arkansas 72716-0555, collectively referred to as "the Parties."

Whereas, on November 9, 2001, the Member filed with the Secretary of State of the State of Delaware the Certificate of Formation of the LLC (the "Certificate"). A copy of the Certificate is attached hereto as Exhibit A, and

Whereas, on such date, the Secretary of State accepted the Certificate for filing and the LLC was formed as a limited liability company under the Limited Liability Company Act (the "LLC Act") of Delaware, Del. Code Ann. tit. 6, § 18-101, et. seq., and

TERMS AND CONDITIONS

Whereas, these premises set forth the agreement between the parties as to the internal affairs of the LLC and the conduct of its business.

**ARTICLE I
PRELIMINARY MATTERS:
EFFECTIVE DATE OF AGREEMENT, FORMATION OF LLC, INITIAL
MEMBERS, ADMINISTRATION, ETC.**

1.1 Effective date of Agreement; enforceability. The effective date of this Agreement (the "Effective Date") shall be November 9, 2001.

1.2 LLC's name, purpose, etc. The LLC's name, purpose, registered agent, registered office, duration and form of management be as set forth in the Certificate.

1.3 Reservation of management of LLC to managers; appointment of initial Manager and Assistant Manager. The management of the LLC is reserved to managers. The LLC shall be managed by a manager (the "Manager") and assistant managers (the "Assistant Managers"), hereinafter collectively referred to as the "Managers".

The LLC's initial Manager shall be H. Lee Scott. Its initial Assistant Managers shall be the officers as provided in the attached Exhibit B.

1.4 Effect of LLC Act. Except as otherwise provided in this Agreement, the business and internal affairs of the LLC shall be governed by the LLC Act as in effect on the Effective Date.

ARTICLE II CAPITAL CONTRIBUTIONS AND LOANS

2.1 Contributions of cash and non-cash property. The Member has transferred upon the formation of the LLC a certain amount of cash identified in Exhibit C as consideration for the Member's membership in the LLC (the "Initial Contribution"). On 12:00 a.m., January 1, 2002, the Member shall transfer to the LLC as consideration for the Member's membership in the LLC the amount of cash and the items of property identified in the attached Exhibit D (the "Second Contribution").

2.2 No duty to make additional contributions. Except for the Initial Contribution and the Second Contribution, the Member shall have no duty to make contributions to the LLC.

ARTICLE III LLC MANAGEMENT AND DECISION MAKING

3.1 Decision-making. Except as provided in Subsection 3.3 of this article, the Manager in the Manager's sole discretion shall have the exclusive right to make decisions relating to the business and internal affairs of the LLC.

3.2 Signing of contracts, etc. Except as provided in Subsection 3.3 of this article, the Manager and any Assistant Manager shall have the right, power and authority to sign contracts on behalf of the LLC and otherwise to bind the LLC with third parties unless otherwise directed by the Manager in writing.

3.3 Indemnification of Manager and Assistant Managers. The LLC shall fully indemnify the Managers for any claim against the Managers in the Managers' capacity as manager.

3.6 Advancement of Managers' litigation expenses. The LLC shall advance litigation expenses to the Managers for any claim against the Managers in the Managers' capacity as manager.

ARTICLE IV TRANSFERS AND PLEDGES OF LLC MEMBERSHIPS AND INTERESTS

4.1 Transfers of membership rights. The Member in the Member's sole discretion may transfer (whether by sale, gift or otherwise) all or any portion of the Member's membership rights, including economic and non-economic rights to any person at any time. The Member may make any such transfer under any terms and conditions that the Member deems appropriate.

4.2 Pledges. The Member shall have exclusive and absolute discretion to pledge all or any portion of the Member's membership rights to any person at any time as collateral for any debt of the Member. The Member may make any such pledge under any terms and conditions that the Member deems appropriate.

ARTICLE V CESSATION OF MEMBER'S MEMBERSHIP

The Member shall not cease to be a member by reason of the Member's bankruptcy.

ARTICLE IV MISCELLANEOUS PROVISIONS

6.1 Entire agreement. This Agreement contains the entire agreement between the parties concerning its subject matter, and it replaces any and all earlier agreements between them, whether written or oral, concerning its subject matter.

6.2 Amendments. No amendment of this Agreement shall be valid unless it is set forth in a writing signed by both Parties.

6.3 Notices. All notices under this Agreement shall be in writing. They shall be sent by fax or by registered U.S. mail, return receipt requested, to the parties at their respective addresses as stated on the first page of this Agreement. A party may change the party's address for purposes of Subsection 6.3 of this Article at any time upon reasonable notice to the other parties. Notices shall be deemed to have been received when actually received.

6.4 Governing law. This Agreement shall be governed exclusively by the laws of the State of Delaware (exclusive of its laws relating to conflicts of law).

6.5 Captions. Captions in this Agreement are for convenience only and shall be deemed irrelevant in construing its provisions.

6.6 Incorporation of Certificate and Exhibits. The Certificate and all exhibits referred to in this Agreement are hereby incorporated in the Agreement and made an integral part thereof.

6.7 Definition of "including," "person," etc. The terms "including" and "includes" shall mean a partial definition. The term "person" shall mean a natural person and any type of legal entity.

SIGNATURES AND DATES

In witness of their acceptance of the above terms and conditions, the parties by themselves or by their duly authorized representatives have signed and dated this Agreement as follows:

Wal-Mart Stores East, Inc.

Wal-Mart Transportation, LLC

By: [Signature]

By: [Signature]

Name: Robert K. Rhoads

Name: Allison D. Garrett

Title: Senior Vice President & Secretary

Title: Vice President & Assistant Secretary

NOTARIZATION

I, Jolinn Deason, a duly authorized notary public, have this 11th day of February, 2002, witnessed the signature of this Agreement by the above individual, who is personally known to me.

Jolinn Deason
Notary Public

3/11/02
Date



**CERTIFICATE OF FORMATION
OF
WAL-MART TRANSPORTATION, LLC**

This Certificate of Formation is being duly executed and filed by Allison Garrett, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del. C. §18-101, et seq.).

I.

The name of the limited liability company (the "Company") is WAL-MART TRANSPORTATION, LLC.

II.

The address of the Company's initial registered office in the State of Delaware is c/o Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware 19808. The name of the registered agent at such address is Corporation Service Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of this 9th day of November 2001.



Allison Garrett
Authorized Person

WAL-MART TRANSPORTATION, LLC

Officer List

Each of the following may be reached at:

Wal-Mart Transportation, LLC
702 SW 8th Street
Bentonville, AR 72716

H. Lee Scott, Jr.	President & Sole Director
Paul R. Carter	Executive Vice President
Mike Duke	Executive Vice President
Coleman Peterson	Executive Vice President
Thomas Schoewe	Executive Vice President & CFO
Jay Fitzsimmons	Senior Vice President and Treasurer
Glenn L. Habern	Senior Vice President – New Business Development
James Martin	Senior Vice President – Pharmacy
Robert K. Rhoads	Senior Vice President and Secretary
James A. Walker, Jr.	Senior Vice President and Controller
Eric Zorn	Senior Vice President – Real Estate
Rollin Ford	Senior Vice President
Dennis Atnip	Vice President & Regional Distribution Manager
Rick Brazile	Vice President – Accounting and Assistant Controller
J. Robert Bray	Vice President – Real Estate
David Bullington	Vice President – Tax
Johnnie Dobbs, Jr.	Vice President Specialty Distribution

Larry Duff	Vice President
Bradley Feagans	Vice President & Divisional Merchandise Manager
Gary Fratto	Vice President & Divisional Merchandise Manager
Anthony L. Fuller	Vice President – Real Estate
Allison Garrett	Vice President & Assistant Secretary
Martin G. Gilbert	Vice President & Assistant Secretary
Kerry Harmon	Vice President – Operations
Dave Holtz	Vice President & Regional Distribution Manager
Brian Huff	Vice President & Divisional Merchandise Manager
Chuck Johnston	Vice President – Logistics
Deborah Kass	Vice President – Logistics People
Mike Mabry	Vice President & Regional Distribution Manager
Larry Mahoney	Vice President - Logistics
Rick Mangrum	Vice President
William May	Vice President
Ruth McCarthy	Vice President & Divisional Merchandise Manager
Mike McLemore	Vice President - Logistics
Lori Meyer	Vice President
Mike Miller	Vice President – Operations
Steve Noetzel	Vice President
Dave Reiff	Vice President – Private Fleet
Bob Robinson	Vice President & Regional Distribution Manager

Michael Rouse	Vice president & Divisional Merchandise Manager
Sallie Stroud	Vice President & Assistant Secretary
Ted Wade	Vice President – Traffic
Mark Weiler	Vice President & Regional Distribution Manager
Ronald A. Williams	Vice President & Assistant Secretary
Tim Yatsko	Vice President-IMD
Robert M. Bedard	Assistant Vice President & Assistant Secretary
Jim Bennett	Assistant Vice President
J. Robert Bray	Assistant Vice President & Assistant Secretary
Michael A. Gardner	Assistant Vice President & Assistant Secretary
Kimberly K. Lane	Assistant Vice President & Assistant Secretary
S. Richard Levin	Assistant Vice President & Assistant Secretary
Barry Shannahan	Assistant Vice President & Assistant Secretary
George Bacso	Assistant Secretary
Angela S. Beehler	Assistant Secretary
Shavondelia Brown	Assistant Secretary
Rachel Brunley	Assistant Secretary
Debbie Cawood	Assistant Secretary
James A. Cole	Assistant Secretary
Lorraine E. Dark	Assistant Secretary
Anthony George	Assistant Secretary
Martin G. Gilbert, Jr.	Assistant Secretary
Chris Glass	Assistant Secretary

Scott Greear	Assistant Secretary
Jim Harris	Assistant Secretary
Sondra Hilger	Assistant Secretary
Frank Hysell	Assistant Secretary
Michael W. Kersting	Assistant Secretary
Adele E. Lucas	Assistant Secretary
Joan Mladucky	Assistant Secretary
Carl Muller	Assistant Secretary
Karen Roberts	Assistant Secretary
Brandt Rydell	Assistant Secretary
Kim Saylor	Assistant Secretary
Kathy Tobey	Assistant Secretary
Michael E. Tomlin	Assistant Secretary
Latriece Watkins	Assistant Secretary
Elizabeth Branigan	Assistant Treasurer
Michael A. Cook	Assistant Treasurer

EXHIBIT C

**CASH AND NON-CASH PROPERTY TO BE CONTRIBUTED
BY MEMBER TO LLC**

CASH CONTRIBUTIONS

AMOUNT OF CASH CONTRIBUTED: \$ 100

DATE OF CONTRIBUTION: November 9, 2001

CONTRIBUTIONS OF NON-CASH PROPERTY

<u>Item contributed</u>	<u>Adjusted tax basis</u> <u>contribution</u>	<u>Fair market value</u>	<u>Date of</u>
None at this time			

ASSIGNMENT AND ASSUMPTION AGREEMENT

BETWEEN

WAL-MART STORES EAST, INC.,

AND

WAL-MART TRANSPORTATION, LLC

EFFECTIVE January 1, 2002, at 12:00 a.m.

ASSIGNMENT AND ASSUMPTION AGREEMENT

BETWEEN

WAL-MART STORES EAST, INC.

AND

WAL-MART TRANSPORTATION, LLC

This Assignment Agreement, effective as of 12:00 a.m. local time, January 1, 2002 (the "Effective Date"), is made between Wal-Mart Stores East, Inc. ("Assignor"), a Arkansas corporation, and Wal-Mart Transportation, LLC ("Assignee"), a Delaware limited liability company.

WITNESSETH

WHEREAS, Assignor desires to sell, assign, convey, transfer and deliver to Assignee as a contribution to capital, all of Assignor's right, title and interest in and to all property real, personal, tangible and intangible owned by Assignor and used in its fleet, fleet maintenance, logistics and center point operations as of 12:00 a.m. local time, January 1, 2002. Said property shall be that reported in the fixed assets subsidiary ledger system as it currently exists on the Effective Date and that has been assigned to those store numbers described with particularity in the attached Schedule A. Said property shall be hereinafter referred to as the "Contributed Assets".

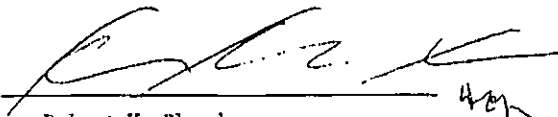
WHEREAS, Assignor agrees to assign to Assignee, and does hereby assign to Assignee, and Assignee agrees to assume and to pay, satisfy, and discharge, all of the debts, obligations and liabilities of all kinds and descriptions of Assignor associated with or arising out of the ownership or operation of the Contributed Assets and reported in the December 31, 2001 closing balance sheets for those store numbers described with particularity in the attached Schedule A.

NOW, THEREFORE, the Assignor and Assignee (hereinafter collectively referred to as "the Parties") hereby agree as follows:

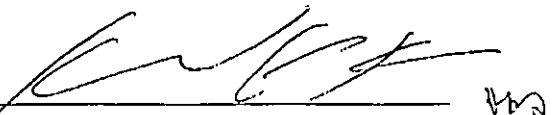
1. Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee, the Contributed Assets, and all of the right, title and interest of Assignor therein.
2. Assignee hereby assumes, undertakes and agrees to discharge all of the obligations of Assignor in connection with the Contributed Assets and associated with those store numbers described with particularity in the attached Schedule A.

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement to be duly executed and delivered as of the date hereinabove set forth.

WAL-MART STORES EAST, INC.

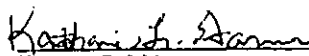
By: 
Name: Robert K. Rhoads
Title: Senior Vice President & Secretary

WAL-MART TRANSPORTATION, LLC

By: 
Name: Robert K. Rhoads
Title: Senior Vice President & Secretary

STATE OF ARKANSAS)
)ss.
COUNTY OF BENTON)

Subscribed and sworn to before me this 31st day of January, 2002.


Notary Public

KATHARINE L. GARNER
NOTARY PUBLIC-STATE OF ARKANSAS
BENTON COUNTY
My Commission Expires 7-2-2011

SCHEDULE A

Store	Location
6101	TAB LOGISTICS
6106	PRIVATE FLEET
6107	GROCERY TRAFFIC
6193	GROCERY TRAFFIC
6700	MAINT SHOP ELIMINATION
6701	BENTONVILLE MAINT SHOP
6703	SEARCY REFURBISHING CTR
6704	LOWELL REFURBISHING CTR
6705	PALESTINE MAINT SHOP
6706	CULLMAN MAINT SHOP
6709	MT PLEASANT IA MAINT SHOP
6710	DOUGLAS MAINT SHOP
6711	BROOKHAVEN MAINT SHOP
6712	PLAINVIEW MAINT SHOP
6714	LAURENS REFURBISHING CTR
6715	LAURENS MAINT SHOP
6716	NEW BRAUNFELS MAINT SHOP
6717	SEYMOUR MAINT SHOP
6718	SEARCY MAINT SHOP
6719	LOVELAND MAINT SHOP
6720	BROOKSVILLE MAINT SHOP
6721	PORTERVILLE MAINT SHOP
6722	GREENCASTLE MAINT SHOP
6723	SUTHERLAND MAINT SHOP
6724	GROVE CITY, OH MAINT SHOP
6725	MENOMONIE MAINT SHOP
6726	RED BLUFF, CA MAINT SHOP
6727	WOODLAND MAINT SHOP
6729	HURRICANE MAINT SHOP
6730	RAYMOND, HN MAINT SHOP
6731	MAIN SHOP - BUCKEYE, AZ
6735	OTTAWA MAINT SHOP
6736	PALESTINE MAINT SHOP
6737	#37 HERMISTON, OR
6738	MARCY, NY MAINT SHOP
6739	GREENVILLE MAINT.SHOP
6740	DC 40, NC WHSE
6743	COLDWATER, MI
6748	MAINT SHOP - OPOLOUSAS LA
6754	MAIN SHOP-LAGRANGE, GA
6768	MAINT, SANGER, TX
6769	MAINT, ST JAMES, MO

6770 MAINT SHOP SHELBY NC
6780 MAINT SHOP TOBYHANNA PA
6792 SPRING VALLEY MAINT SHOP
6794 BENTONVILLE, AR
6800 ELIMINATION
6801 DISPATCH ADMIN B'VILLE AR
6802 MOVING VANS BENTONVILLE
6803 TRUCKING SEARCY INVALID
6804 CENTRAL DISPATCH B'VILLE
6805 TRUCKING PALESTINE
6806 TRUCKING CULLMAN
6809 TRUCKING MT PLEASANT IA
6810 TRUCKING DOUGLAS GA
6811 TRUCKING BROOKHAVEN MS
6812 TRUCKING PLAINVIEW TX
6815 TRUCKING LAURENS SC
6816 TRUCKING NEW BRAUNFELS
6817 TRUCKING SEYMOUR IN
6818 DISPATCH ADMIN SEARCY AR
6819 TRUCKING LOVELAND CO
6820 TRUCKING BROOKSVILLE FL
6821 TRUCKING PORTERVILLE CA
6822 TRUCKING GREENCASTLE IN
6823 TRUCKING SUTHERLAND VA
6824 TRUCKING GROVE CITY OH
6825 TRUCKING MENOMONIE, WI
6826 TRUCKING, RED BLUFF, CA
6827 TRUCKING WOODLAND, PA
6829 TRUCKING HURRICANE, UTAH
6830 TRUCKING NEW HAMPSHIRE
6831 TRUCKING, BUCKEYE AZ
6834 DISPATCH NWEST OR GROC DC
6835 DISPATCH ADMIN OTTAWA KS
6836 TRUCKING, PALESTINE, TX
6837 #37 HERMISTON, OR
6838 TRUCKING, MARCY, NY
6839 TRUCKING-GREENVILLE, TN
6840 DC 40, HOPE MILLS, NC
6841 TRUCKING, SHARON SPRINGS
6843 COLDWATER, MI
6848 TRUCKING - OPOLOUSAS, LA
6854 TRUCKING - LAGRANGE, GA
6860 GROCERY TRANS ELIMINATION
6861 TRUCKING, STATESBORO
6866 TRUCKING HOPKINSVILLE, KY
6868 DISPATCH, SANGER, TX
6869 DISPATCH, ST JAMES, MO
6870 TRUCKING SHELBY, NC

6880 TRUCKING TOBYHANNA PA
6888 PRIVATE FLEET G&A
6889 CENTRAL PARTS DEPT.
6892 TRUCKING - SPRING VALLEY
6900 CENTERPOINT ELIMINATION
6901 CENTERPOINT BENTONVILLE
6902 WAL CON MEMPHIS TN
6903 WAL CON DESOTO TX
6904 PICKUP & DELIVERY,DESOTO
6905 SAM CENTERPOINT DESOTO TX
6906 CENTERPOINT-CULLMAN, AL
6909 CENTERPOINT-MT PLEASANT
6910 CENTERPOINT-DOUGLAS, GA
6911 CENTERPOINT-BROOKHAVEN
6915 CENTERPOINT-LAURENS, SC
6916 CTRPNT-NEW BRAUNFELS-8/16
6917 CENTERPOINT-SEYMOUR, IN
6918 CENTERPOINT-SEARCY, AR
6919 CTRPNT-LOVELAND C 08/16
6920 CTRPNT-BROOKSVILLE C 8/16
6921 CENTERPOINT-PORTERVILLE
6922 CNTRPOINT, GREENCASTLE IN
6923 CENTERPOINT-SUTHERLAND
6924 CENTERPOINT-GROVE CITY
6926 CENTERPOINT-REDBLUFF
6927 CENTERPOINT, WOODLAND
6935 CENTERPOINT-OTTAWA
6938 CENTERPOINT, MARCY NY
6939 CENTERPOINT - GREENVILLE
6940 DC 40, NC WHSE
6954 CENTERPOINT - LAGRANGE,GA
6969 CENTERPOINT-ST JAMES, MO
6992 CENTERPOINT-SPRING VALLEY
9847 TRANSPORATION REG A
9848 REG OPER CENTER B'VILL AR
9849 TRANSPORTATION REG C
9850 TRANSPORTATION REG D
9851 TRANSPORTATION REG E
9852 TRANSPORTATION REG F
9854 DISPATCH OPER BENT'V AR
9855 DISPATCH OPER SEARCY AR
9856 DISPATCH OPER OTTAWA KS
9858 DISPATCH OPR PALESTINE TX
9859 DISPATCH OPR SANGER TX
9867 DISPATCH OPR ST JAMES MO

8348 Wal-Mart Transportation



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Business Entity
Filing History
Date: 11/3/2006 (Select the link above to
view the Business Entity's
Filing History)

Business Name History

Name	Name Type
WAL-MART TRANSPORTATION, LLC	Current Name
WAL-MART TRANSPORTATION, LLC	Prior Name

Limited Liability Company - Foreign - Information

Entity Number:	3041377
Status:	Active
Entity Creation Date:	12/14/2001 10:38:25 AM
State of Business.:	DE
Registered Office Address:	No Address
Mailing Address:	No Address

Officers

Name:	UNKNOWN
Title:	President
Address:	[Address Not Available] 0 -0

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