

BAKER & DANIELS

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January 16, 2003

INDIANAPOLIS
FORT WAYNE
SOUTH BEND
ELKHART
WASHINGTON, D.C.
QINGDAO, P.R. CHINA

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
1925 K Street, N.W., 7th Floor
Washington, D.C. 20423

Re: Wheaton Van Lines, Inc. - Pooling,
No. MC-F-19309



Dear Mr. Williams:

Pursuant to the Interstate Commerce Commission's decision of January 9, 1989, in the above proceeding, which approved a pooling plan of Wheaton Van Lines, Inc. and its carrier-agents, this is to give notice of the addition of a carrier-agent to the pooling plan.

Carrier-Agent: Tru-Pac Moving Systems, Inc.
1700 Alum Court
Conover, North Carolina 28613

Pooling Option Elected: Pooling Option II
(Described on p. 2
of signed Pooling
Agreement)

In support of this notice, we submit the following documents:

- Pooling Agreement indicating carrier's agency status with Wheaton
- Certificate of authority for each carrier (Addendum A and B)
- The agreement electing Pooling Option (Addendum C)

There is no schedule of division of revenues of pooled shipments.

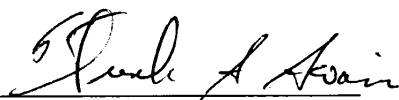
Yours very truly,

BAKER & DANIELS

ENTERED
Office of Proceedings

JAN 16 2003

Part of
Public Record

By 
Frank S. Swain
Attorneys for Wheaton Van Lines, Inc.

Enclosures

POOLING AGREEMENT

AGREEMENT between Wheaton Van Lines, Inc., an Indiana corporation with its principal offices at 8010 Castleton Road, Indianapolis, Indiana, hereinafter referred to as "Wheaton," and Tru-Pak Moving Systems, Inc., with its principal offices at 1700 Alum Court, Conover, North Carolina, 28613, hereinafter referred to as "Carrier-Agent."

WITNESSETH

WHEREAS, Wheaton and Carrier-Agent are motor common carriers of household goods in interstate or foreign commerce subject to the jurisdiction of the Surface Transportation Board ("STB"); and

WHEREAS, Wheaton and Carrier-Agent desire, subject to approval of the STB under 49 U.S.C. Sec. 14302, to agree to pool or divide traffic, services, and earnings in the transportation of household goods;

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, the parties hereby agree as follows:

1. Motor Carrier Operating Authority

a. Wheaton represents and warrants that it holds in good standing Certificate of Public Convenience and Necessity, No. MC-87113 (Sub-No. 20). This certificate authorizes transportation, over irregular routes, as a motor common carrier of household goods between points in the United States, attached hereto as Addendum A.

b. Carrier-Agent represents and warrants that it holds in good standing authority as a motor common carrier to transport household goods between certain points in the United State, as set forth in the Certificate(s) of Public Convenience and Necessity, attached hereto as Addendum B.

2. Agency Agreement

Wheaton and Carrier-Agent represent and warrant that they have entered into a separate Agency Agreement governing the services and compensation for transportation performed pursuant to Wheaton's motor carrier authority. The parties agree that the continuance of this Agency Agreement is a condition to the continued participation by Carrier-Agent in this Pooling Agreement.

3. Pooling

Wheaton hereby consents and agrees to divide traffic, services, and earnings in the transportation in interstate or foreign commerce of household goods to the extent that Wheaton's and Carrier-Agent's interstate motor common carrier authorities are duplicative. Carrier-Agent shall book and register all household goods shipment with Wheaton when the customer requests the services of Wheaton, or when the shipment moves beyond the mileage limitation in the pooling option elected by Carrier-Agent, as provided herein. Wheaton agrees that Carrier-Agent may, in its discretion, request that Wheaton transport a shipment within the scope of the Carrier-Agent's authorized mileage allowed by the pooling option elected by Carrier-Agent; and if Wheaton agrees, the shipment is to be booked for transportation under Wheaton's interstate motor common carrier authority.

4. Election of Pooling Option

Except for shipments booked for and registered with Wheaton, as provided in paragraph 3 above, Carrier-Agent may operate under its own motor common carrier authority to the extent provided in the pooling option elected by Carrier-Agent by execution of a corporate resolution or power of attorney (if Carrier-Agent is a sole proprietorship or partnership) and a designation of election form, copies of which are attached hereto. Carrier-Agent shall elect one of the following pooling options:

Option I -- Carrier-Agent agrees not to operate in interstate or foreign commerce as a motor common carrier pursuant to its motor common carrier authority to transport household goods.

Option II -- Carrier-Agent may transport under its own motor common carrier authority, in its own equipment, household goods shipments tendered for transportation in interstate or foreign commerce which are to move a distance of up to 500 miles from its principal office or within the geographic scope of its motor common carrier authority, whichever is less. Wheaton shall not be obligated to provide return loads to Carrier-Agents who elect Pooling Option II when they transport shipment under their authority. If return loads are provided under this Option, the Carrier-Agent shall be compensated on the basis of seventy-five percent (75%) of the net transportation charge (63% to Power Unit, 12% to Cargo Unit), if less than 500 miles.

"Net transportation charge," as used herein, means the revenues received for transportation, exclusive of charges for packing, unpacking, and accessorial services, after deducting all applicable pick-up charges, discounts, military shipment charges, valuation charges, and brokerage charges.

5. Change of Election of Pooling Option

Carrier-Agent may change its election of pooling option only once per year by execution of a new designation of election form and corporate resolution or power of attorney transmitted to Wheaton at least thirty (30) days prior to the termination date of the previous election period.

6. Transportation by Carrier-Agent

Carrier-Agent agrees that all shipments booked for movement under its motor common carrier authority shall move pursuant to Carrier-Agent's tariff or government rate and shipping documents and in vehicles identified as those of Carrier-Agent. Carrier-Agent shall make full and complete disclosure to shipper that said shipment is being hauled by Carrier-Agent pursuant to the Carrier-Agent's operating authority and is not being hauled by Wheaton under its interstate operating authority. Copies of Carrier-Agent's shipping documents shall be provided to Wheaton upon request. Carrier-Agent shall not commingle in the same vehicle shipments moving under its operating authority with shipments booked for movement under Wheaton's interstate operating authority.

7. Violations of Agreement

In the event that Carrier-Agent has violated the terms of this Pooling Agreement by transporting a shipment in excess of the mileage limitation of the option elected by Carrier-Agent or by not booking for Wheaton's account a shipment when the shipper requested the service of Wheaton, Carrier-Agent shall pay Wheaton twenty-five percent (25%) of the total revenues received

from such shipment; and Wheaton shall have the option unilaterally to terminate the Agency Agreement and Pooling Agreement with Carrier-Agent.

Any expenses, including attorney fees, incurred by Wheaton in collecting those amounts or in terminating the Agency Agreement or its Pooling Agreement, shall be paid by the Carrier-Agent. Likewise, any expenses, including attorney fees, incurred by the Carrier-Agent in successfully defending any such suits shall be paid by Wheaton.

8. Compliance with Rules and Regulations

When Carrier-Agent transports shipments under its own operating authority, Carrier-Agent agrees to comply fully with the rules and regulation of the Secretary of Transportation and the various states in which Carrier-Agent operates.

9. Hold Harmless Clause

Carrier-Agent agrees to hold Wheaton harmless against any claim, demand or assertion of liability resulting from transportation performed pursuant to Carrier-Agent's motor common carrier authority and to indemnify Wheaton for any payment required to be made for loss incurred by Wheaton, including attorney fees and all necessary costs and expenses in connection therewith arising out of or connected with the operation of vehicles by Carrier-Agent under its motor common carrier authority, including any such claim, demand, assertion of liability, payment or loss arising from (1) injury or death of any driver and/or helper of Carrier-Agent; (2) personal injuries and/or property damage to the public occurring during the course of operation of Carrier-Agent's vehicles; (3) any cargo loss or damage or liability occurring while cargo is being packed or unpacked, being loaded into, being unloaded from, or transported in vehicles of Carrier-Agent; or (4) negligence and/or dishonesty of the driver and/or helpers of Carrier-Agent.

10. Insurance

Carrier-Agent agrees to maintain in full force and effect during the term of this agreement, at its own expense, workmen's compensation and employer's liability insurance, in statutory amounts as may be required by law, and bodily injury, property damage, and cargo insurance in not less than the minimum amounts required by the Secretary of Transportation and the states in which Carrier-Agent operates motor vehicles. Carrier-Agent agrees to name Wheaton as an additional named insured on its bodily injury, property damage, and cargo insurance policies and to furnish Wheaton copies of said policies or endorsements. Carrier-Agent agrees to indemnify and hold harmless Wheaton from any and all claims arising out of or in any way connected with the Carrier-Agent's failure to provide insurance as prescribed herein, including the payment of any attorney fees or costs.

11. Records and Reports

Carrier-Agent agrees to establish and maintain accurate records of the volume of shipments and revenues from household goods transportation performed under Carrier-Agent's motor common carrier authority and to furnish to Wheaton, upon request, monthly itemized statements, in the form to be prescribed by Wheaton, of the revenues derived from all such transportation.

12. Assignment

This agreement may not be assigned by Carrier-Agent.

13. Waiver Provision

The failure of either party hereto (a) to enforce at any time any of the provisions of this agreement, or (b) to exercise any option which is herein provided, or (c) to require at any time performance by the other of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this agreement, or the right of such party thereafter to enforce each and every such provision.

14. Governing Law

This agreement shall be governed by and construed according to laws of the State of Indiana.

15. Original Agreement

This agreement has been executed in duplicate and all copies shall be deemed to be an original.

16. Term of Agreement

The pooling plan evidenced by this Pooling Agreement is subject to approval by the STB. This agreement shall be effective from the date of execution hereof or the effective date of approval by the STB, whichever is later, and shall remain in effect until the Wheaton Agency Agreement with Carrier-Agent is terminated or Carrier-Agent breaches this Pooling Agreement, in which case the Agency Agreement may be terminated by Wheaton in accordance with the terms of this Pooling Agreement.

17. Notice

Notices required to be given under this Pooling Agreement shall be in writing addressed as follows:

If to Wheaton:

**David L. Witzerman, Vice President
Wheaton Van Lines, Inc.
8010 Castleton Road
P.O. Box 50800
Indianapolis, IN 46250-0800**

If to Carrier-Agent:

**John Siegel
Tru-Pak Moving Systems, Inc.
1700 Alum Court
Conover, NC 28613**

Notice shall be deemed to have been given the day it shall be deposited in the United States mail, certified, postage prepaid, and addressed to the party entitled to receive notice, as herein set forth.

IN WITNESS WHEREOF, the parties have this 16th day of Dec, 2002, hereto caused this Pooling Agreement to be executed.

CARRIER-AGENT

By: TRV - PAK Marine Systems
Name Sam E. Sica
Title PRESIDENT
Witness [Signature]

WHEATON VAN LINES, INC.

By: [Signature]
Name VP
Title [Signature]
Witness [Signature]

OP-AEA-26
(Rev. 10/80)

INTERSTATE COMMERCE COMMISSION
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

SERVICE DATE
Aug. 21, 1981

No. MC-87113 (Sub-No. 20) X

WHEATON VAN LINES, INC.
(Indianapolis, IN)

This Certificate of Public Convenience and Necessity is evidence of the carrier's authority to engage in transportation as a common carrier by motor vehicle

This authority will become effective only when the carrier has met the compliance requirements pertaining to insurance coverage for the protection of the public (49 CFR 43), the designation of agents upon whom process may be served (49 CFR 44), and tariffs or schedules (49 CFR 1300 through 13, revised). The carrier shall also render reasonably continuous and adequate service to the public. Failure to meet these conditions will constitute sufficient ground for the suspension, change, or revocation of this authority.

This authority is subject to any terms, conditions, and limitations as are now, or may later be, attached to this privilege.

For all carriers: Any duplication in this authority and rights currently held does not confer more than one operating right.

For common carriers with irregular route authority: Any irregular route authority authorized in this certificate may not be tacked or joined with your other irregular route authority unless joinder is specifically authorized.

The transportation service to be performed is described on the reverse side of this document and will be valid as long as the carrier maintains compliance with the above requirements.

By the Commission

Agatha L. Mergenovich
Secretary

(SEAL)

Supersedes: Certificate No. MC-87113 (Sub-Nos. and 12).

No. MC-87113 (Sub-No. 20) X

To operate as a common carrier, by motor vehicle, in interstate or foreign commerce, over irregular routes, transporting household goods, as defined by the Commission, and furniture and fixtures, between points in the United States.

ADDENDUM A

NA Date/Time

NAK-21-2000(TUE) 16:32

P.002

F-253 T-583 P-002

MAR 21 '00 15:28

PM-26
(Rev. 10/84)

INTERSTATE COMMERCE COMMISSION

CERTIFICATE

No. MC-195008

TRU-PAK PRODUCTS CO., INC.
DBA TRU-PAK MOVING & STORAGE
RUTHERFORD, NC

SERVICE DATE

NOV 21 1986

This Certificate is evidence of the carrier's authority to engage in transportation as a common carrier by motor vehicle.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043); the designation of agents upon whom process may be served (49 CFR 1044); and tariffs or schedules (49 CFR 1300 through 1310, revised). The carrier shall also render reasonably continuous and adequate service to the public. Failure to meet these conditions will constitute sufficient grounds for the suspension, change, or revocation of this authority.

This authority is subject to any terms, conditions, and limitations as are now, or may later be, attached to this privilege.

For common carriers with irregular route authority: Any irregular route authority authorized in this Certificate may not be tacked or joined with your other irregular route authority unless joinder is specifically authorized.

The transportation service to be performed is described on the reverse side of this document.

By the Commission.

Noreta R. McGee
Secretary

(SEAL)

NOTE: If there are any discrepancies regarding this document, please notify the Commission within 30 days.

ADDENDUM B

KX Date/Time

MAX-21-2000(TUE) 16:32

P.003

F-253 T-583 P-003

MAR 21 '00 15:28

No. MC-195008

To operate as a common carrier, by motor vehicle, in interstate or foreign commerce, over irregular routes, transporting general commodities (except classes A and B explosives and commodities in bulk), between points in the United States (except Alaska and Hawaii).

202 - 358-7028 DOT

PM-31
(Rev. 10/84)

INTERSTATE COMMERCE COMMISSION

PERMIT

SERVICE DA

APR 2 1987

No. MC 195008 (Sub 1)

TRU-PAK PRODUCTS COMPANY, INC.
RUTHERFORDTON, NC

This Permit is evidence of the carrier's authority to engage in transportation as a contract carrier by motor vehicle.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043); the designation of agents upon whom process may be served (49 CFR 1044); the execution of contracts (49 CFR 1053)*; and for passenger carriers, tariffs or schedules (49 CFR 1312).

This authority is subject to any terms, conditions, and limitations as are now, or may later be, attached to this privilege.

The transportation service to be performed is described on the reverse side of this document.

By the Commission.

SEAL)

MORETA R. MCNEE.
Secretary.

*While the execution of contracts must be accomplished, it is unnecessary to file them with the Commission.

NOTE: If there are discrepancies regarding this Permit, please notify the Commission within 30 days.

No. MC 195008 (Sub 1)

Page 2

To operate as a contract carrier, by motor vehicle, in interstate or foreign commerce, over irregular routes transporting general commodities (except classes A and B explosives, household goods, and commodities in bulk), between points in the United States (except AK and HI), under continuing contract(s) with commercial shippers or receivers of such commodities.

DEPARTMENT OF TRANSPORTATION
OFFICE OF MOTOR CARRIER SAFETY

NCI

SERVICE DATE
Dec 08, 1999

DECISION

No. MC-195008
TRU-PAK PRODUCTS COMPANY, INC.
CONOVER, NC

REENTITLED

TRU-PAK MOVING SYSTEMS, INC.

On Dec 02, 1999, applicant filed a request to have the Office of Motor Carrier Safety's records changed to reflect a name change. Presently, this applicant has no active authority on file with the Federal Highway Administration. For purposes of changing the FHWA's records, this name change will be processed.

It is ordered:

The Office of Motor Carrier Safety's records are amended to reflect the carrier's name as TRU-PAK MOVING SYSTEMS, INC.

The applicant must establish that it is in full compliance with the statute and the insurance regulations by having amended filings on prescribed OMCS forms (BMC91 or 91X or 82 for bodily injury and property damage liability, BMC 34 or 83 for cargo liability, or a BMC 84 or 85 for property broker security and BOC-3 for designation of agents upon whom process may be served) submitted on its behalf. Copies of Form MCS-90 or other "certificates of insurance" are not acceptable evidence of insurance compliance. Insurance and BOC-3 filings should be sent to Office of Motor Carrier Safety, HMCE-20, 400 Virginia Ave., SW, Suite 600, Washington, DC 20024. If the applicant's authority has been revoked, it may submit a written request for reinstatement to the Office of Motor Carrier Safety, HMCE-20, P.O. Box 100147, Atlanta, GA 30384-0147, accompanied by a filing fee of \$80, in addition to submitting appropriate insurance filings on the prescribed OMCS forms. If a motor carrier has an unsatisfactory safety rating, its authority registration will not be reinstated, and it should contact the nearest OMCS Division Office to arrange for a review of its safety compliance prior to seeking reinstatement.

Any questions regarding the action taken by the OMCS or about procedures for reinstatement of the authority registration should be directed to (202) 358-7028/7029.

Decided: Dec 03, 1999

By the Office of Motor Carrier Enforcement.

Thomas T. Vining, Chief
Licensing & Insurance Division

**DEPARTMENT OF TRANSPORTATION
OFFICE OF MOTOR CARRIER SAFETY**

**RI
SERVICE DATE
Dec 16, 1999**

NOTICE

**No. MC-195008-P
TRU-PAK MOVING SYSTEMS, INC.
CONOVER, NC**

REINSTATEMENT OF AUTHORITY

On Aug 17, 1995, TRU-PAK MOVING SYSTEMS, INC. was notified that its permit was revoked.

TRU-PAK MOVING SYSTEMS, INC. has now filed a written request for reinstatement of the authority and has submitted evidence of compliance with 49 U.S.C. 13906 and 49 CFR 387.

It is ordered:

The permit evidenced in Docket No. MC-195008-P is reactivated. The effective date of the reinstatement of this authority is shown below.

Decided: Dec 13, 1999

By the Office of Motor Carrier Enforcement.

**Thomas T. Vining, Chief
Licensing and Insurance Division**

**WHEATON VAN LINES, INC.
POOLING AGREEMENT
ELECTION OF OPTION**

The undersigned has fully reviewed all of the options contained in Paragraph 4 of the Wheaton Van Lines, Inc., Pooling Agreement attached hereto, and on behalf of Tru-Pak Moving Systems, Inc., MC-195008, does hereby elect to participate under **Option 2**, which is incorporated herein by reference. Attached is a copy of (my) (our) S.T.B. Motor Common Carrier Authority to transport household goods.

The undersigned further acknowledges that commonly owned agencies must all be governed by the same option, in that, once a declaration is submitted, that option may not be changed until the next declaration period.

I understand that unless I select another option within thirty (30) days prior to the termination of the declaration period, the option that I have chosen shall remain in full force and effect for all subsequent declaration periods.

By:

Tru-Pak Moving Systems Inc
Company
[Signature]
Name
President
Title

STATE OF North Carolina

COUNTY OF Caldwell

Subscribed and sworn to before me, a Notary Public this 16th day of December, 2002

Nancy L. Barretto
Notary Public

My Commission expires: 10-16-07

(SEAL)

ADDENDUM C