



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE TO OPERATE AS A SOLID WASTE COLLECTION COMPANY UNDER CHAPTER 81.77 RCW

1300 South Evergreen Park Drive SW
P.O. Box 47250
Olympia, WA 98504-7250

PHONE 360-664-1222

FAX 360-586-1181

TTY 360-586-8203 TTY TOLL FREE 1-887-210-5963

WEBSITE: www.wutc.wa.gov

The UTC has a policy of providing equal access to its services. If you need special accommodations, please call 360-664-1133.

Type of Solid Waste Authority Requested	Fee Required
<ul style="list-style-type: none"> ••• <u>Expedited Temporary Authority</u> (to meet an urgent need for up to thirty days) - Complete entire application and Attachment A (WAC 480-70-136) 	\$ 25
<ul style="list-style-type: none"> ••• <u>Temporary Authority</u> (to meet an immediate or urgent need) – Complete entire application and Attachment A 	\$ 25
<p><u>New Permanent Authority</u> (including extension of authority)– (check appropriate box below) Complete entire application and submit a proposed tariff as outlined in the standard tariff form</p> <ul style="list-style-type: none"> ••• New Certificate ••• Extension of Existing Certificate No. G-_____ 	\$200
<p>* <u>Permanent Authority to Transfer</u> (WAC 480-70-090) (check appropriate box below) – Complete entire application and Attachments B</p> <ul style="list-style-type: none"> ••• All of Certificate No. G- <u>206</u> ••• Portion of Certificate No. G-_____ 	\$200
<ul style="list-style-type: none"> ••• <u>Reinstatement of Cancelled Certificate</u> (must be filed within 30 days of cancellation) –Include a statement justifying the reinstatement and complete sections 1, 2 and 8 	\$200
<ul style="list-style-type: none"> ••• <u>Name Change</u> – does not include changes resulting in change in ownership – Complete section 1 and Attachment C 	\$ 35
<ul style="list-style-type: none"> ••• <u>Mortgage of Certificate</u> – Complete section 1 and Attachment D 	\$ 35
<p><u>Lease of Authority</u> – Complete entire application and Attachment B</p> <ul style="list-style-type: none"> ••• All of Certificate ••• Portion of Certificate No. G -_____ 	\$200

SECTION 1 – APPLICATION INFORMATION

Name of Applicant: Bed Rock Inc		
Trade Name(s) (if applicable): Tri-State Motor Transit Co.		
Phone Number: (417) 624-3131	Fax Number: ()	E-Mail:
Business Address Street 8141 East 7th Street		Mailing address (if different from Business Address) Street P. O. Box 113
City Joplin		City Joplin
State/Zip MO 64801		State/Zip MO 64802

FOR OFFICIAL USE ONLY

Date Filed: 10/21/04	Staff Assigned: cba	Motcar: 41099	Permit Issued G-
Tariff: GR. adopted	Insurance:	Contract:	DOL/SOS:
Application: GA-079319	RMS Docket #: TG-041894	Related App ID:	Map: NA
Text approved for docket	Reception #: 0008721	227-02: 200.00	032-05:

SECTION 2 – BUSINESS INFORMATION

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Type of business structure:

Individual Partnership Corporation Other(LP, LLP, LLC)

UBI No. 609 28497

List the name, title, and percentage of partner's share or stock distribution for major stockholders:

Name	Title	Stock Distribution or Percentage of Shares
Glen Garrett	CEO	50%
Sharon Garrett	Secretary	50%

Indicate below the commodity to be hauled and the territory in which you wish to operate. PLEASE NOTE Territory must be described using boundaries such as streets, avenues, roads, highways, townships, ranges, city limits, county boundaries or other geographic descriptions. In addition to describing the territory, you must file a map that meets the requirements of WAC 480-70-056 and clearly shows the described territory.

Refuse Collection Service consisting of Radioactive waste materials from Bremerton, Washington and the Exxon Nuclear Company at Richland, Washington to the U. S. Ecology Company at Hanford, Washington; and Radioactive Waste and Radioactive Materials from points in the State of Washington to the U. S. Ecology Company at Hanford, restricted to truckloads only.

State below the conditions that justify the granting of this application. If you are applying for temporary certificate authority, be sure your statement addresses and supports the question of "immediate and urgent need."

We are applying for a transfer of our current certificate

Do you currently hold, or have you ever held, a solid waste certificate?

No Yes If yes, please indicate your certificate number: G- 206

Have you ever applied for and been denied a certificate to transport solid waste?

No Yes If yes, please explain:

Please tell us about your experience and knowledge of transportation or solid waste, including motor carrier driver and equipment safety requirements. See attachment

Have you been cited for violation of state laws or Commission rules?

No Yes If yes, please explain:

SECTION 6 – SAFETY AND OPERATIONS

In each of the categories show below, list the person and position responsible for understanding and complying with the Federal Motor Carrier Safety Regulations (FMCSR) and Washington State laws and rules. Please refer to the WAC rules, Fact Sheets, and publication "Your Guide to Achieving a Satisfactory Safety Rating" for assistance with requirements that may apply to your specific operations.

SAFETY RESPONSIBILITIES

COMMERCIAL DRIVERS LICENSE (CDL) REQUIREMENTS (Title 49, Code of Federal Regulations Part 383) Any driver who operates a vehicle that meets the definition of a commercial motor vehicle must have a valid CDL.

Name: Donnie Lester	Position: Director of Safety
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DRIVER QUALIFICATION REQUIREMENTS (Title 49, Code of Federal Regulations Part 391) Driver's must meet minimum qualification requirements and each company must maintain driver qualification files for each driver.

Name: Donnie Lester	Position: Director of Safety
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DRIVERS HOURS OF SERVICE (Title 49, Code of Federal Regulations Part 395) Drivers must maintain logs and each company must maintain true and accurate hours of service records for each driver.

Name: Leah Groom	Position: Supervisor, Hours of Service
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CONTROLLED SUBSTANCES AND ALCOHOL TESTING (Part 382) All persons who drive commercial vehicles requiring a CDL must be in a Controlled Substance and Alcohol Testing program that complies with the FMCSR in 49 CFR Part 382 and 49 CFR Part 40.

Each company will have in place a system for complying with FMCSR governing alcohol and controlled substances testing requirements (49 CFR Part 382 and 49 CFR Part 40).

Name: Mike Schwarting	Position: Manager of Safety
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INSPECTION, REPAIR AND MAINTENANCE (Title 49, Code of Federal Regulations Part 396) Every motor carrier shall systematically inspect, repair, and maintain all motor vehicles subject to its control.

Name: Mike Hinkle	Position: Vice President, Maintenance
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OPERATIONAL RESPONSIBILITIES

List the person and/or position responsible for understanding and complying with the requirements of each category shown below.

TARIFF RATES AND CHARGES (WAC 480-70-226 through WAC 480-70-351) Companies must file with the Commission a tariff showing all rates and charges it will charge its customers, together with rules that govern how rates and charges will be assessed.

Name: David Bennett	Position: Executive Vice President
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ANNUAL REPORTS and REGULATORY FEES (WAC 480-70-071 & 076) Companies must annually file a report of their financial operations and pay regulatory fees.

Name: Donnie Lester	Position: Director of Safety
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BIOMEDICAL WASTE (WAC 480-70-426 through 476) Companies that transport biomedical waste must handle and transport that waste according to the appropriate requirements of the federal hazardous materials regulations (49 CFR Parts 170-189) and the additional requirements in these rules.

Name: Gary Vernon	Position: Vice President, Operations
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CUSTOMER SERVICE –Person responsible for customer service complaints, customer notice requirements, and compliance with county solid waste plans.

Name: Gary Daugherty	Position: Terminal Mgr./Customer Service
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STATE OF WASHINGTON – general laws, rules and regulations: Individuals and companies doing business in the state of Washington must comply with the regulations of local, state, and federal agencies. Please state the name and position of the person in your organization who will be responsible for ensuring compliance with the laws of the state of Washington, such as, but not limited to: Department of Labor and Industries (industrial insurance, safety, prevailing wage); Department of Licensing (vehicle and drivers licenses, business licensing, Unified Business Identifier (UBI number), fuel permits, fuel tax); Secretary of State (corporate registrations); Department of Transportation (over-size or over-weight permits); Department of Revenue and Internal Revenue Service (taxes); and Employment Security.

Name: James Wingfield	Position: Vice President, Risk Management
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SECTION 7 – HEARING INFORMATION

If the Commission assigns this application for formal hearing, estimate the number of witnesses you will present and the amount of time you will need for your presentation.

Number of witnesses: 2	Amount of time: 4 weeks
Will an attorney be representing you? If yes, complete the following: yes	
Attorney's name: to be announced	Attorney's phone number:
Attorney's address:	Fax Number:
Street	E-mail:
City, State, Zip	

TYPE OF PAYMENT:

<input type="checkbox"/> Check	<input type="checkbox"/> Money Order	<input type="checkbox"/> AMEX	<input type="checkbox"/> Discover	<input type="checkbox"/> MasterCard	<input type="checkbox"/> Visa
Credit Card Information:					
Expiration Date: _____			Amount: _____		

SECTION 8 – DECLARATION OF APPLICANT:

I understand that filing this application **does not** in itself constitute authority to operate as a solid waste collection company.

As the applicant for a solid waste collection company certificate, I understand the responsibilities of a solid waste collection company, and I am in compliance with all local, state, and federal regulations governing business in the state of Washington.

I certify under penalty of perjury under the laws of the State of Washington that the information contained in this application is true and correct.

I certify that I am authorized to execute and file this document.

Printed name of applicant: Donnie Lester

Signature of Applicant: 

Date, County, State: 10/13/04 Jasper Missouri

TRI-STATE MOTOR TRANSIT CO
d/b/a TSMT
PO BOX 113
JOPLIN, MO 64802

PERMIT NO.
G-206
D-

Refuse Collection Service consisting of Radioactive waste materials from Bremerton, Washington and the Exxon Nuclear Company at Richland, Washington to the U.S. Ecology Company at Hanford, Washington; and Radioactive Waste and Radioactive Materials from points in the State of Washington to the U.S. Ecology Company at Hanford, restricted to truckloads only.

TG No. 031608

11-01-2003

TARIFF ADOPTION NOTICE

Tariff No. 2

Bed Rock, Inc.
(Name of new company)

Tri-State Motor Transit Co.
(Trade name of new company)

adopts all tariffs and supplements to the tariffs,
filed with the Washington Utilities and Transportation by

Tri-State Motor Transit Co., d/b/a TSMT
(Name of prior company)

before the date of its (new company) acquired possession
of that (prior) company, or a portion of the authority
of that (prior) company.

Notice issued by:

Name:	Donnie Lester
Title:	Director of Safety
Telephone Number:	417-621-2658
FAX Number:	417-621-2083
E-mail Address:	Donnie.lester@tsmtco.com

Date filed with Commission: 10 - 13 - 04

ATTACHMENT B

Replacement Page

JOINT APPLICATION FOR TRANSFER OR LEASE OF CERTIFICATED AUTHORITY

This attachment must be completed when filing a joint application for permission to transfer or lease rights under Certificate of Public Convenience and Necessity.

Certificate Number G- 206

Check appropriate box:

- Transfer All*
- Transfer Portion*
- Lease All**
- Lease Portion**

Tri-State Motor Transit Co.

Current Name on Certificate (Seller/Lessor)

TSMT

Current Trade Name on Certificate (Seller/Lessor)

P. O. Box 113, Joplin MO 64802

(417) 621-2658

Address (Seller/Lessor) Phone Number

Fax: (417) 621-2083

E-mail: donnie.ester@tsmtco.com

- Have all fines and /or penalties been paid? No Yes
- Has the closing annual report been filed? No Yes

Does the buyer/lessee agree to begin service as soon as the Commission authorizes the transfer or lease?

- Yes
- No, if not, then when? _____

If the commission assigns this application for formal hearing, does both the seller/lessor and the buyer/lessee agree to be present at the hearing?

- Yes
- No

Both the seller/ lessor and the buyer/lessee certify that this application is not made for the purpose of hindering, delaying or defrauding creditors.

This application must include a map and copy of the certificated authority to be transferred/leased. If applying for permission to transfer or lease a portion of the certificated authority, then the application must include a map and description of both the portion to be transferred/leased and the portion to be retained by the existing certificate holder.

We, as applicants, hereby jointly declare and affirm that all information is true to the best of our knowledge.

Seller's/Lessor's Signature
[Signature]

Date, County, State
10-21-04 WASHER MO

Buyer's/Lessee's Signature

*If this application is for transfer, please attach a copy of the sales or other agreement to sell.

**If this application is to lease, please attach a copy of the executed lease agreement.

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF MISSOURI

In Re:)	Chapter 11
)	
TRISM, INC., et al.,)	Case No. 01-31323-JWV
)	Jointly Administered
Debtors.)	

SECOND AMENDED ORDER PURSUANT TO SECTIONS 363 & 365 OF THE BANKRUPTCY CODE
 AUTHORIZING
 (A) SALE OF CERTAIN ASSETS FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS, AND
 ENCUMBRANCES, AND
 (B) ASSUMPTION AND ASSIGNMENT OF CERTAIN
EXECUTORY CONTRACTS AND LEASES

Presently before the Court is the motion of Trism, Inc., Case No. 01-31323; Trism Heavy Haul, Inc., Case No. 01-31327; E. L. Powell & Son Trucking Co., Inc., Case No. 01-31328; Trism Specialized Carriers, Inc., Case No. 01-31329; Trism Special Services, Inc., Case No. 01-31330; Trism Secured Transportation, Inc., Case No. 01-31331; Diablo Systems, Incorporated, Case No. 01-31332; Trism Eastern, Inc., Case No. 01-31333; Tri-State Motor Transit Co., Case No. 01-31334; Aero Body and Truck Equipment, Inc., Case No. 01-31335; Trism Logistics, Inc., Case No. 01-31336; Trism Equipment, Inc., Case No. 01-31337; Trism Transport, Inc., Case No. 01-31338; and Trism Transport Services, Inc., Case No. 01-31339, the debtors and debtors in possession in the above referenced cases (the "Debtors"), entitled Motion under Sections 105(a), 363 and 365 of the Bankruptcy Code to (i) Approve the Sale of Substantially all of the Debtor's Assets and (ii) Approve Assumption and Assignment of Executory Contracts and Unexpired Leases, dated January 10, 2002 (the "Sale Motion"). The Sale Motion seeks entry of a combined order (the "Sale Order") under Sections 105, 363, and 365 of the Bankruptcy Code (11 U.S.C. §§ 101-1330) and Federal Rules of Bankruptcy Procedure 2002, 6004, 6006, and 9015 authorizing (i) the sale by Debtors of substantially all of the assets of the Debtors pursuant to that certain Revised and Restated Asset Purchase Agreement (the "Asset Purchase Agreement"), attached hereto as Exhibit A, that was negotiated and the terms presented to the Court on January 30, 2002 during the course of the Sale Hearing (collectively, the "Assets") to Bed Rock Inc. ("Buyer"), (ii) the assumption and assignment to Buyer of certain leases and contracts pursuant to the Asset Purchase Agreement, and (iii) protection of the Buyer and Lenders (as herein defined) from claims under §§ 542, 543, 544, 547, 548, and 549. The Sale Motion has been served by Debtors on all parties

required by the Court, and the Court scheduled and conducted a hearing on the Sale Motion at 9:30 a.m. on January 30, 2002 (collectively, the "Sale Approval Hearing").

The Debtors having certified that notice of the Sale Approval Hearing was provided by proper service of an order entered by this Court on January 10, 2002, concerning the procedures to be followed in conducting the sale (the "Bidding Procedures Order") and of the Sale Motion; the Court having found that the service of the Bidding Procedures Order, the Sale Motion and the notice of the Sale Approval Hearing is sufficient under the circumstances for the purposes of Federal Rules of Bankruptcy Procedure 2002(a)(2) and 6004(a) and (c), and notice is not required under §363(b)(2), that no other or further notice is necessary; the Court having considered the presentations and proffers by counsel and all objections to the Sale Motion, and the Court being fully advised in the premises and having considered the relief sought in the Sale Motion and having found good cause to grant the relief requested thereby:

THIS COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:

- A. The Court has jurisdiction to hear and determine the Sale Motion pursuant to 28 U.S.C. §§ 157 and 1334.
- B. Venue is proper pursuant to 28 U.S.C. § 1409(a).
- C. Determination of the relief requested by the Sale Motion is a "core" proceeding under 28 U.S.C. § 157(b)(2)(A) and (N). The relief requested by the Sale Motion is predicated upon Sections 105, 363, and 365 of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 2002, 6004, 6006, and 9014.
- D. The Debtors have followed the procedures for giving notice of the Sale Motion and the Sale Approval Hearing as set forth in the Bidding Procedures Order.
- E. Proper, timely, adequate, and sufficient notice of the Sale Motion and the Sale Approval Hearing has been provided in accordance with Section 102(1) of the Bankruptcy Code, Federal Rules of Bankruptcy Procedure 2002, 6004, 6006, 9006 and 9015, due process of law, and the Bidding Procedures Order, and no further notice of the Sale Motion, the Sale Approval Hearing, or the entry of this Sale Order is required.
- F. A reasonable opportunity to object or to be heard regarding the relief requested by the Sale Motion has been afforded to all interested persons and entities, including (i) all parties that have been previously contacted in connection with the prepetition marketing and sale process and other potential qualified

bidders known to the Debtors; (ii) the Office of the United States Trustee; (iii) The CIT Group/Business Credit, Inc.; (iv) counsel to the Unsecured Creditors Committee; (v) those creditors holding a claim in an amount exceeding \$100,000; and (vi) all creditors holding a lien or secured claim; (vii) the 20 largest unsecured creditors; (viii) U.S. Bank Trust National Association, the indenture trustee for the New Notes (the "New Note Trustee"); (ix) all governmental agencies required to receive notice of proceedings under the Federal Rules of Bankruptcy Procedure and any local bankruptcy rules; (x) all non-debtor parties to unexpired leases or executory contracts; and (xi) all entities who have requested notice pursuant to Bankruptcy Rule 2002. Further, a reasonable opportunity has been afforded any interested person or entity to make a higher and better offer to purchase the Assets upon the terms and conditions and within the time period set forth in the Bidding Procedures Order.

G. It is uncontroverted that (i) subject to entry of this Order, the Debtors have full corporate power and authority to consummate the transactions hereunder; (ii) subject to entry of this Order, the Debtors have been duly and validly authorized by all necessary corporate action to agree to the terms contained herein and to file the Sale Motion; and (iii) no consents or approvals, other than the approval of this Court, are required for the Debtors to consummate such transactions.

H. Sale of the Assets as provided in this Sale Order, including without limitation the assumption and assignment of those certain executory contracts and unexpired leases which are identified in the attached Exhibit B (the "Assumed and Assigned Executory Contracts and Unexpired Leases"), reflects the exercise of the Debtors' sound business judgment.

I. Approval of the relief requested by the Sale Motion and consummation of the sale of the Assets at this time are in the best interests of the Debtors, their creditors, other parties in interest, and of the estates. The Court finds that the Debtors have articulated good and sufficient business justification for the sale of the Assets pursuant to Section 363(b) of the Bankruptcy Code, including arm's-length negotiation, "best price" after out-of-court marketing efforts, and the unavailability of continued debtor in possession financing. Additionally, the Court incorporates its findings of fact made on the record at the conclusion of the Sale Hearing as reasons why the Sale Motion should be granted.

J. The terms and conditions of Buyer's offer are fair and reasonable. The offer by Buyer represents the highest and best offer for the Assets, and the purchase price for the Assets (the "Purchase Price") is (i) fair and reasonable, (ii) will provide a greater recovery for the Debtors' creditors than would be provided by any

other practical available alternative, and (iii) constitutes reasonably equivalent and fair market value under the Bankruptcy Code and applicable nonbankruptcy law.

K. The Buyer has provided adequate assurance, pursuant to Section 365 of the Bankruptcy Code, of Buyer's future performance under the Assumed and Assigned Executory Contracts and Unexpired Leases.

L. The assumption and assignment of the Assumed and Assigned Executory Contracts and Unexpired Leases is in the best interests of the Debtors, their creditors, other parties in interest, and of the estates, and is in accordance with the provisions of Section 365 of the Bankruptcy Code.

M. The terms of the sale by Debtors to Buyer were negotiated, proposed, and entered into by the parties without collusion, in good faith, and from "arm's-length" bargaining positions. The Buyer is a good faith buyer as defined pursuant to Section 363(m) of the Bankruptcy Code and, as such, is entitled to the protections afforded thereby. Neither the Debtors nor the Buyer has engaged in any conduct that would cause or permit the sale of the Assets to be avoided under Section 363(n) of the Bankruptcy Code. The Term Sheet attached to the Sale Motion (the "Term Sheet") originally contemplated the parties' entering into an asset purchase agreement that would replace the Term Sheet, which did occur (the "Original Asset Purchase Agreement"). The Original Asset Purchase Agreement was entered into between the parties on January 19, 2002, and was sent to all those parties that requested a copy of the Original Asset Purchase Agreement.

N. This is a final order and enforceable upon entry. To the extent necessary under Federal Rules of Bankruptcy Procedure 5003, 9006, 9014, 9021, and 9022, and due to the high likelihood of a very rapid decline in the value of the Assets, there is no just reason for the delay in the implementation of this Sale Order, and therefore the ten-day stay imposed by Federal Rule of Bankruptcy Procedure 6004(g) shall not apply to the transactions contemplated by this Sale Order and the Buyer will be acting in good faith within the meaning of Section 363(m) of the Bankruptcy Code in immediately closing the transactions contemplated by the terms of this Sale Order following entry of this Sale Order, including without limitation the assumption and assignment of the Assumed and Assigned Executory Contracts and Unexpired Leases.

O. The transfer of the Assets and the assumption and assignment of the Assumed and Assigned Executory Contracts and Unexpired Leases pursuant to the terms of this Sale Order (i) are or will be legal, valid, and effective transfers of property of the Debtors' estates to the Buyer, and (ii) vest or will vest the Buyer with all right, title, and interest in and to the Assets free and clear of all liens, claims, interests, licenses, sublicenses,

assignments, and encumbrances under Section 363(f) of the Bankruptcy Code. Those nondebtor parties with liens, claims, interests, sublicenses, assignments, or encumbrances as to the Assets who did not object, or who withdrew their objections, or whose objections have been overruled on the merits, to the Sale Motion, to the Term Sheet, the Original Asset Purchase Agreement, and the Asset Purchase Agreement are adequately protected by either distributing the sale proceeds to such parties or having their liens, claims, interests, licenses, sublicenses, assignments, or encumbrances attach to the cash proceeds from the sale of the Assets as provided in this Order, against or in which they assert such lien, claim, encumbrance, license, sublicense, assignment, or interest to the extent valid, enforceable, and ultimately attributable to the Assets.

P. Except for those obligations expressly assumed, the transfers of the Assets and the assumption and assignment of the Assumed and Assigned Executory Contracts and Unexpired Leases do not subject the Buyer to any debts, liabilities, obligations, commitments, responsibilities, or claims of any kind or nature whatsoever, whether known or unknown, contingent or otherwise, existing as of the date hereof or hereafter arising, of, against or by the Debtors, any affiliate of Debtors, or any other person by reason of such transfers, rejections, assignments and/or solicitations under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia applicable to such transactions.

Q. The sale of the Assets to the Buyer is a prerequisite to the Debtors' ability to confirm and consummate a plan or plans of liquidation; therefore, the transactions contemplated by this Sale Order, the Sale Motion, the Term Sheet, the Original Asset Purchase Agreement, and the Asset Purchase Agreement are a sale in contemplation of a plan and, accordingly, a transfer pursuant to Section 1146(c) of the Bankruptcy Code, which shall not be taxed under any law imposing a stamp tax or similar tax.

R. The Asset Purchase Agreement contemplates the Buyer entering into a management agreement with the Debtors for a period of time following the Closing, which management agreement (the "Management Agreement") has been reviewed and it is the Court's determination that entering into such Management Agreement is in the best interests of the estates and should be approved.

S. Notwithstanding any other provision herein, any accounts receivable assigned to Buyer are assigned subject to rights, claims and defenses of account debtors, including setoff and recoupment but without any right of the account debtor to receive any monies from Buyer.

T. The sale could not be consummated on terms as favorable to the Debtors without

protection to the Buyer and the Lenders (as herein defined) from successor liability of Trism's creditors, known and unknown, and from liability from any claims or causes of action under §§ 542, 543, 544, 547, 548 and 549.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Bidding Procedures Order is hereby ratified and reaffirmed in all respects.
2. The Sale Motion is granted, to the extent set forth herein.
3. All objections, if any, to the Sale Motion or the relief requested thereto that has not been withdrawn, waived, or settled, and all reservations of rights therein, are overruled on the merits.
4. The terms and conditions of this Sale Order, and the transactions contemplated hereby, are hereby approved in all respects.

The sale of the Assets pursuant to the terms of this Sale Order is hereby authorized and directed under Section 363(b) of the Bankruptcy Code.

5. Pursuant to Sections 363(b) and 365 of the Bankruptcy Code, the Debtors are hereby authorized, directed, and empowered to fully assume, perform under, consummate, and implement the relief granted by the terms of this Sale Order, together with executing and delivering all additional instruments and documents that may be reasonably necessary or desirable to implement this Sale Order and to take all further actions as may reasonably be requested by the Buyer for the purpose of assigning, transferring, granting, conveying, and conferring to the Buyer, or reducing to possession, any or all of the Assets as may be necessary or appropriate to the performance of the obligations contemplated by this Order and the Asset Purchase Agreement.

6. Closing on the transactions contemplated by this Sale Order and as set forth in the Asset Purchase Agreement shall occur on or about February 5, 2002, unless modified by the parties, and shall be effective as of said date (the date the transaction closes is the "Closing Date").

7. Pursuant to Sections 105(a) and 363(f) of the Bankruptcy Code, except as provided herein, the Assets shall be transferred to the Buyer free and clear of all liens, claims, encumbrances, licenses, sublicenses, assignments, or interests of any kind whatsoever, including without limitation any liens, claims, encumbrances, licenses, sublicenses, assignments, or interests of the United States, any state, municipality, or other governmental unit, and also including without limitation any environmental, warranty and product liability claims with all such liens, claims, encumbrances, licenses, sublicenses, assignments, or interests of any kind whatsoever to attach to the proceeds of the transactions contemplated by this Sale Order in the order of their priority, with the same

validity, force, and effect which they now have against the Assets, subject to any claims or defenses the Debtors or the Unsecured Creditors Committee may possess with respect thereto; provided, however, that so much of the cash proceeds received as the Purchase Price which is equal to the claim of CIT Group/Business Credit, Inc. as Agent and the Lenders named in the various documents evidencing financial arrangements between the Debtors and the Debtor in Possession ("Lenders") shall be disbursed to Lenders on the Closing Date.

8. All persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax, and regulatory authorities, licensees, lenders, trade and other creditors, and other present and future claimants whether or not holding liens, claims, encumbrances, licenses, sublicenses, assignments, or interests of any kind or nature whatsoever against or in the Debtors or the Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated), arising under or out of, in connection with, or in any way relating to, the Debtors, the Assets, the operation of the Debtors' businesses prior to the Closing Date, or the transfer of the Assets to the Buyer, including without limitation, any environmental, warranty and product liability claims are hereby forever barred, estopped, and permanently enjoined from asserting against the Buyer, its successors or assigns, its property, or the Assets, such persons' or entities' liens, claims, encumbrances, licenses, sublicenses, assignments, or interests, except for liabilities expressly assigned hereunder or under the operative documents between Buyer and Debtor.

9. The Court overrules the objection of the Unsecured Creditors' Committee to the release requested by Buyer, Glen Garrett, further the court hereby orders that the Buyer, Glen Garrett, and Lenders and each of their respective affiliates, companies, or the successors or assigns of each, are relieved and absolved from any claim or cause of action held or potentially held by the Debtors, the Debtors in possession, any reorganized Debtors, the creditors committee, any individual creditor or party in interest, from any liability for a preference, fraudulent conveyance, or the contribution or participation in the liability of any preference or fraudulent conveyance, or for any claim or cause of action which may or could be brought under §§ 542, 543, 544, 547, 548 and 549 of the United States Bankruptcy Code. All persons and entities, including, but not limited to, all the creditors committee, the Debtor, the Debtor in possession, any reorganized Debtor, debt security holders, equity security holders, governmental, tax and regulatory authorities, lenders, trade and other creditors, and other present and future claimants holding liens, claims, encumbrances, assignments, or interests of any kind or nature whatsoever, are hereby forever barred, estopped, and permanently enjoined from asserting against the Buyer, Glen Garrett, and

Lenders or any of their respective affiliates, companies or assigns, each of their respective successors or assigns, property or Assets for any claim or cause of action held or potentially held by the Debtors, the Debtors in possession, any reorganized Debtors, the creditors committee, any individual credit or party in interest, under any liability for a preference, fraudulent conveyance, or the contribution or participation in the liability of any preference or fraudulent conveyance, or for any claim or cause of action which may or could be brought under §§ 542, 543, 544, 547, 548, and 549 of the United States Bankruptcy Code.

10. Except as provided herein, the transfer of the Assets to the Buyer, on the terms contained in this Sale Order, constitutes a legal, valid, and effective transfer of the Assets, and shall vest the Buyer with all right, title, and interest of the Debtors in and to the Assets free and clear of all liens, claims, encumbrances, licenses, sublicenses, assignments, and interests of any kind or nature whatsoever.

11. The transfer of the Assets, on the terms contained in this Sale Order, is a transfer pursuant to Section 1146(c) of the Bankruptcy Code in that the transactions contemplated by this Sale Order are determined to be under or in contemplation of a plan to be confirmed under Section 1129 of the Bankruptcy Code, and accordingly shall not be taxed under any federal, state, local, municipal or other law imposing or claiming to impose a stamp tax or a sale, transfer, or any other similar tax on any of the Debtors' transfers or sales of real estate, personal property, or other assets (including the Assets) owned by them.

12. The Management Agreement between the Debtors and Buyer is approved and the parties may enter into the Management Agreement upon the terms of the Management Agreement and as is contemplated in the Asset Purchase Agreement.

13. Pursuant to Sections 105(a) and 365 of the Bankruptcy Code, the assumption and assignment of the Assumed and Assigned Executory Contracts and Unexpired Leases to the Buyer are hereby approved, and the requirements of Section 365(b)(1) of the Bankruptcy Code with respect thereto have been satisfied, in connection with the transactions contemplated herein, including but not limited to the finding that the cure amounts listed in Exhibit B are accurate and will be paid (the "Cure Payments").

14. The Debtors are hereby authorized and directed in accordance with Sections 105(a) and 365 of the Bankruptcy Code to (i) assume and assign to the Buyer the Assumed and Assigned Executory Contracts and Unexpired Leases effective upon the Closing Date of the transactions contemplated by this Sale Order and the payment of the Cure Payments by the Buyer as contemplated in the Asset Purchase Agreement, except as provided

herein, free and clear of all liens, claims, encumbrances, licenses, sublicenses, assignments, and interests of any kind or nature whatsoever; (ii) execute and deliver to the Buyer such documents or other instruments as may be necessary to assign and transfer the Assumed and Assigned Executory Contracts and Unexpired Leases, and (iii) execute and deliver to Buyer such documents or other instruments as may be necessary for implementing and completing the transaction contemplated by this Sale Order.

15. Notwithstanding any provision in the Assumed and Assigned Executory Contracts and Unexpired Leases that prohibits, restricts, or conditions such assignment or transfer and, to the extent set forth in Section 365(k) of the Bankruptcy Code, the Debtors shall be relieved from any further liability with respect to the Assumed and Assigned Executory Contracts and Unexpired Leases after such assumption and assignment of the Assumed and Assigned Executory Contracts and Unexpired Leases to the Buyer upon the Closing Date.

Except as otherwise expressly provided for in this Order, on or before the Closing Date, each of the Debtors' creditors is authorized to, and upon Debtors' request will, execute such documents and take all other actions as may be necessary to release its liens, claims, encumbrances, licenses, sublicenses, assignments, or interests in the Assets, if any, as such liens, claims, encumbrances, licenses, sublicenses, assignments, and interests may have been recorded or may otherwise exist.

16. Except as provided herein, this Sale Order (i) is a determination that, on the Closing Date, all liens, claims, encumbrances, or interests of any kind or nature to use the property purchased by Buyer, whatsoever existing with respect to the Assets prior to the Closing have been unconditionally released, discharged, and terminated, as provided herein, and that the conveyances described therein have been effected; and (ii) shall be binding upon and govern the acts of all persons or entities including without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Assets.

17. Each and every federal, state, and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by this Sale Order.

18. If any person or entity that has filed judgment liens, tax liens, financing statements, mortgages, mechanic's liens, *lis pendens*, or other documents or agreements evidencing liens, claims, licenses, sublicenses, assignments, or interests with respect to the Assets shall not have delivered to the Debtors prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all liens, claims, encumbrances, licenses, sublicenses, assignments, and interests which the person or entity has with respect to the Assets or otherwise, then (i) upon request by the Buyer, the Debtors are hereby authorized and directed to execute and file such statements, instruments, releases, and other documents on behalf of the person or entity with respect to the Assets; and (ii) the Buyer is hereby authorized to file, register, or otherwise record a certified copy of this Sale Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all liens, claims, encumbrances, and interests in the Assets of any kind or nature whatsoever.

19. All entities that are presently, or on the Closing Date may be, in possession of some of all of the Assets are hereby directed, promptly upon demand, to surrender possession of the Assets to the Buyer.

20. Except as provided herein, the Buyer shall not be liable for any claims against the Debtors or any of their predecessors or affiliates, and the Buyer shall have no successor or vicarious liabilities of any kind or character, whether known or unknown, as of the Closing Date, now existing or hereafter arising, whether fixed or contingent, including without limitation any claims of or against the Debtors, any affiliates of the Debtors, and the Assets for any and all claims by any person or entity whatsoever, including, but not limited to, liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the businesses prior to the Closing Date. The Buyer shall have no liability for any claim by any person or entity against the Debtors, any affiliates of Debtors, or the Assets which is pending in a court of competent jurisdiction anywhere in the United States or elsewhere as of the Closing Date; rather, any liability as may be established for such claims shall attach only to the proceeds of the purchase price according to such claim's validity and priority under application law.

21. Except as provided herein, under no circumstances shall the Buyer be deemed a successor of or to the Debtors for any lien, claim, encumbrance, license, sublicense, assignment, or interest against or in the Debtors or the Assets of any kind or nature whatsoever. Except as provided herein, the sale, transfer, assignment, and delivery of the Assets shall not be subject to any liens, claims, encumbrances, licenses, sublicenses,

assignments, or interests, and any liens, claims, encumbrances, licenses, sublicenses, assignments, or interests of any kind or nature whatsoever shall remain with, and continue to be obligations of, the Debtors. Except as provided herein, all persons or entities holding any liens, claims, encumbrances, licenses, sublicenses, assignments, or interest against or in the Debtors or the Assets of any kind or nature whatsoever shall be, and hereby are, forever barred, estopped, and permanently enjoined from asserting, prosecuting, or otherwise pursuing such liens, claims, encumbrances, licenses, sublicenses, assignments, or interests of any kind or nature whatsoever against the Buyer, its property, its successors and assigns, or the Assets with respect to any lien, claim, encumbrance, license, sublicense, assignment, or interest of any kind or nature whatsoever such person or entity had, has, or may have against the Debtors, their estates, officers, directors, shareholders, or the Assets. Following the Closing Date, no holder of a lien, claim, encumbrance, license, sublicense, assignment, or interest against the Debtors or the Assets shall interfere with the Buyer's title to or use and enjoyment of the Assets based on or related to such lien, claim, encumbrance, license, sublicense, assignment, or interest, or any actions that the Debtors may take in their Chapter 11 cases.

22. This Court retains jurisdiction to construe, enforce, and implement the terms and provisions of this Sale Order, any waivers and consents thereunder, and of each of the agreements executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to (i) compel delivery of the Assets to the Buyer, (ii) resolve any disputes arising under or related to the terms of this Sale Order, (iii) interpret, implement, and enforce the provisions of this Sale Order, and (iv) protect the Buyer against any liens, claims, encumbrances, and interests against the Debtors or the Assets, of any kind or nature whatsoever.

23. Nothing contained in any plan of liquidation confirmed in this case or any order of this Court confirming such plan shall conflict with or derogate from the provisions of this Sale Order, as they affect the Buyer.

24. The transfer of the Assets pursuant to the transactions contemplated by this Sale Order shall not subject the Buyer to any liability with respect to the operation of the Debtors' businesses prior to the Closing Date or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, based, in whole or in part, directly or indirectly, on any theory of law or equity, including, without limitation, any theory of equitable subordination or successor transferee liability.

25. The transactions contemplated by this Sale Order are undertaken by the Buyer in good faith, as that term is used in Section 363(m) of the Bankruptcy Code. Accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the transactions contemplated by this Sale Order shall not affect the validity of such transactions as to the Buyer, unless such authorization is duly stayed pending such appeal. The Buyer is a purchaser in good faith of the Assets, and is entitled to all of the protections afforded by Section 363(m) of the Bankruptcy Code.

26. The terms and provisions of this Sale Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, their estates, and their creditors, as well as the Buyer, and its respective affiliates, successors, and assigns, and shall be binding in all respects upon any affected third parties including, but not limited to, all persons or entities asserting any liens, claims, encumbrances, licenses, sublicenses, assignments, or interests against or in the Assets to be sold to the Buyer pursuant to this Sale Order, notwithstanding any subsequent appointment of any trustee(s) under any chapter of the Bankruptcy Code, as to which trustee(s) such terms and provisions likewise shall be binding.

27. This Sale Order is a final order and enforceable upon entry. To the extent necessary under Rules 5003, 9006, 9014, 9021, and 9022 of the Federal Rules of Bankruptcy Procedures, and due to the high likelihood of a very rapid decline in the value of the Assets, this Court expressly finds that there is no just reason for delay in the implementation of this Sale Order and expressly directs entry of judgment as set forth herein, and the ten-day stay imposed by Federal Rule of Bankruptcy Procedure 6004(g) is hereby modified and shall not apply to the transactions contemplated by this Sale Order. Time is of the essence in closing the transactions contemplated by this Sale Order, and the Debtors and the Buyer intend to close such transactions as soon as possible; therefore the Debtors are authorized immediately to consummate the sale of the Assets to Buyer without delay, and the Buyer constitutes a purchaser in good faith of the Assets, and is entitled to all of the protections afforded by Section 363(m) of the Bankruptcy Code, in immediately closing the transactions contemplated by this Sale Order. Therefore, any party objecting to this Sale Order must exercise due diligence in filing an appeal and pursuing a stay or risk their appeal being foreclosed as moot.

28. Following the Closing Date, Buyer shall make available to the Debtors, at the Debtors' expense, business records acquired by Buyer in the sale and transfer to Buyer of the Assets to the extent reasonably

requested by the Debtors to complete their tax returns and satisfy other statutory and regulatory requirements imposed on Debtors prior to the Closing Date.

Notwithstanding any other provisions herein, any accounts receivable assigned to Buyer are assigned subject to rights, claims, and defenses of account debtors, including setoff and recoupment, but without any right of the account debtor to receive them from Buyer.

29. The Court's findings of fact and conclusions of law satisfy the requirement of Fed. R. Civ. P. 52 applicable herein by reason of Bankruptcy Rule 9014.

SO ORDERED, as of January 30, 2002, in Kansas City, Missouri.

/s/ Jerry W. Venters
JERRY W. VENTERS
UNITED STATES BANKRUPTCY JUDGE

Dated this 4th day of February, 2002.

ORDER SUBMITTED BY:

Laurence M. Frazen MO #31309
Mark G. Stingley MO #26701
Frank W. Lipsman MO #34255
BRYAN CAVE LLP
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Attorneys for Debtors and Debtors in Possession

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/13/04

PRODUCER 1-501-374-9300
AON Truck Group
 PO Box 3870
 Little Rock, AR 72203

INSURED
Bed Rock, Inc. dba Tri State Motor Transit
 PO Box 113
 Joplin, MO 64802-0113

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.


INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American Empire Surplus Lines Ins. Co.	
INSURER B: American Home Assurance Co.	
INSURER C: Insurance Company of the State of PA	
INSURER D: North River Insurance Company	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	TGL9895809	11/01/03	11/01/04	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Trlr Interchange \$100K	TP9896296	11/01/03	11/01/04	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	3CU11738 Lead UM(\$4mxP)	11/01/03	11/01/04	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? INCL EXCL If yes, describe under SPECIAL PROVISIONS below	WC1890284-Except CA WC1890285- CA ONLY	02/05/04 11/01/03	02/05/05 11/01/04	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	OTHER Motor Truck Cargo	3210869304	11/01/03	11/01/04	Single Conveyance 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 All Shipments subject to a maximum released value of \$2.50/lb per article shipped.

CERTIFICATE HOLDER	CANCELLATION
Washington Utilities and Transportation Commission 1300 S. Evergreen Park Drive S.W. P O Box 47250 Olympia, WA 98504-7250 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Scope of Transport Operations & Description of Activities

In 1931 Tri-State Motor Transit Co. began transporting general commodities and explosives in three states. We are now an irregular route, nationwide carrier and a leading specialized transporter of munitions, hazardous materials, hazardous waste, radioactive materials and radioactive waste.

Tri-State has over 380 power units and 1407 trailers, some of which offer secondary containment systems and spill kits.

Our Safety Department is one of the best in the industry, consistently posting a Department of Transportation reportable accident ratio of less than one accident per million miles of operation. Cargo losses routinely average less than ½ of 1% of gross revenue. Our excellent security record has earned it several government Cogswell Awards. This award represent national recognition of terminal facilities cleared for security responsibilities by the U. S. Department of Defense.

**BEDROCK, INC DBA TRI-STATE MOTOR TRANSIT CO.
BALANCE SHEET**

	SEP 2004	AUG 2004	JUL 2004	JUN 2004	MAR 2004	DEC 2003
ASSETS						
Current assets:						
Cash and equivalents	14,513.52	6,952.78	6,149.23	4,677.17	8,883.92	190,916.65
Restricted and insurance deposits	1,801,417.62	1,800,363.62	1,780,363.62	1,779,220.62	1,779,220.62	1,717,315.62
Accounts Receivable	8,048,376.06	7,903,174.19	7,890,867.50	7,938,260.43	6,406,634.63	5,427,263.04
Allowance for Doubtful Accounts	0.00	0.00	0.00	0.00	0.00	0.00
Other receivables	24,510.98	28,575.89	14,252.42	26,275.02	17,050.18	8,224.79
Materials and supplies	298,026.54	299,433.41	291,022.32	309,089.40	289,498.59	278,426.65
Other prepaid expenses	1,057,926.25	1,565,180.30	2,217,608.47	2,769,730.27	4,177,139.92	4,189,153.42
Total current assets	11,244,770.97	11,603,680.19	12,200,263.56	12,827,252.91	12,678,427.86	11,811,300.17
Revenue equipment	21,730,316.09	21,734,302.91	21,888,362.45	21,961,243.21	22,111,635.07	20,392,407.81
Other equipment	1,304,038.94	1,298,117.66	1,242,860.98	1,179,388.47	1,135,766.65	1,083,584.75
Property and equipment, at cost	23,034,355.03	23,032,420.57	23,131,223.43	23,140,631.68	23,247,401.72	21,475,992.56
Accumulated depreciation	(5,747,704.03)	(5,465,994.21)	(5,231,599.13)	(4,961,640.95)	(4,163,416.58)	(3,367,084.74)
Property and equipment, net	17,286,651.00	17,566,426.36	17,899,624.30	18,178,990.73	19,083,985.14	18,108,907.82
Total assets	28,531,421.97	29,170,106.55	30,099,887.86	31,006,243.64	31,762,413.00	29,920,207.99

LIABILITIES AND COMMON STOCKHOLDERS' EQUITY

Current liabilities:						
Accounts payable	226,920.56	643,754.34	1,051,637.19	676,463.70	681,423.77	951,518.59
Accrued expenses (w/h taxes, ins. note)	479,986.11	522,775.79	1,039,934.79	1,770,396.28	2,762,399.03	2,618,831.42
Notes payable	6,897,830.65	6,988,922.46	6,963,271.11	7,146,062.84	6,358,928.10	4,757,585.51
Current maturities of long-term debt	3,239,808.39	3,237,722.35	3,255,694.55	3,257,644.20	3,272,093.69	3,036,957.45
Total current liabilities	10,844,545.71	11,393,174.94	12,310,527.64	12,850,567.02	13,074,844.59	11,364,892.97
Equipment debt	12,647,501.18	12,932,329.15	13,250,040.89	13,513,755.43	14,229,611.77	13,523,619.11
Long-term debt	6,278,529.87	6,283,173.55	6,294,370.60	6,297,676.62	6,453,864.59	6,392,919.92
Less current maturities	(3,239,808.39)	(3,237,722.35)	(3,255,694.55)	(3,257,644.20)	(3,272,093.69)	(3,036,957.45)
Long-term debt, less current maturities	15,686,222.66	15,977,780.35	16,288,716.94	16,553,787.85	17,411,382.67	16,879,581.58
Total liabilities	26,530,768.37	27,370,955.29	28,599,254.58	29,404,354.87	30,486,227.26	28,244,474.55
Common stockholders' equity:						
Retained earnings	2,000,653.60	1,799,151.26	1,500,633.28	1,601,888.77	1,276,185.74	1,675,733.44
Total stockholders' equity	2,000,653.60	1,799,151.26	1,500,633.28	1,601,888.77	1,276,185.74	1,675,733.44
Total liabilities and equity	28,531,421.97	29,170,106.55	30,099,887.86	31,006,243.64	31,762,413.00	29,920,207.99

RATIOS

Current ratio	1.04	1.02	0.99	1.00	0.97	1.04
Debt ratio	0.93	0.94	0.95	0.95	0.96	0.94

BEDROCK, INC DBA TRI-STATE MOTOR TRANSIT CO.
STATEMENT OF INCOME

	YTD 2004	CPM	3RD QTR 2004	CPM	2ND QTR 2004	CPM	1ST QTR 2004	CPM
OPERATING REVENUES								
Freight Revenues	51,979,611.36	2.096	18,420,378.34	2.135	18,040,295.01	2.100	15,518,938.01	2.048
Brokerage Revenues	384,749.44	.016	177,242.25	.021	87,559.17	.010	119,948.02	.016
Other Operating Revenues	296,820.65	.012	125,230.89	.015	87,722.92	.010	89,866.84	.012
TOTAL OPERATING REVENUES	52,661,181.45	2.124	18,722,851.48	2.170	18,215,577.10	2.121	15,728,752.87	2.075
OPERATING EXPENSES								
Driver Wages & Fringe Benefits	12,396,646.41	.500	3,733,438.30	.433	4,088,495.06	.476	4,574,713.05	.604
Non-Driver Wages & Fringes Benefits	5,582,492.47	.225	1,770,094.58	.205	1,876,655.10	.218	1,935,742.79	.255
Fuel	4,372,626.31	.176	1,401,051.99	.162	1,493,498.84	.174	1,478,075.48	.195
Other Operating Supplies & Expense	2,610,478.27	.105	846,179.31	.098	917,909.33	.107	846,389.63	.112
General Supplies & Expense	1,738,679.88	.070	557,703.39	.065	599,731.19	.070	587,245.30	.077
Operating Taxes & Licenses	1,145,019.04	.046	370,913.86	.043	369,101.49	.043	405,003.69	.053
Insurance	3,416,494.11	.138	1,051,691.09	.122	1,184,548.47	.138	1,180,254.55	.156
Communication & Utilities	762,643.34	.031	233,010.34	.027	228,103.81	.027	301,529.19	.040
Depreciation	2,663,567.28	.107	893,070.56	.104	890,033.47	.104	880,463.25	.116
Owner Operator Expense	16,229,741.07	.655	6,942,394.63	.805	5,753,324.16	.670	3,534,022.28	.466
Brokerage Carrier Expense	290,435.82	.012	116,802.34	.014	68,781.49	.008	104,851.99	.014
Revenue Equipment Rents	35,379.70	.001	10,995.28	.001	17,524.85	.002	6,859.57	.001
Building & Office Equipment Rents	559,333.41	.023	182,726.07	.021	188,768.40	.022	187,838.94	.025
(Gain) Loss on Disposal of Assets	(742,466.95)	(.030)	(169,331.38)	(.020)	(229,396.40)	(.027)	(343,739.17)	(.045)
Professional Fees & Bad Debts	464,909.69	.019	170,856.82	.020	152,108.66	.018	141,944.21	.019
TOTAL OPERATING EXPENSES	51,525,979.85	2.078	18,111,597.18	2.100	17,599,187.92	2.049	15,821,194.75	2.087
INCOME (LOSS) FROM OPERATIONS	1,135,201.60	.046	611,254.30	.071	616,389.18	.072	(92,441.88)	(.012)
OTHER INCOME (DEDUCTIONS)								
Interest Expense	(805,113.56)	(.032)	(214,892.10)	(.025)	(291,551.09)	(.034)	(298,670.37)	(.039)
Other Income (Deductions)	(5,167.88)	(.000)	2,402.63	.000	864.94	.000	(8,435.45)	(.001)
TOTAL OTHER INCOME (DEDUCTIONS)	(810,281.44)	(.033)	(212,489.47)	(.025)	(290,686.15)	(.034)	(307,105.82)	(.041)
INCOME (LOSS) BEFORE TAXES	324,920.16	.013	398,764.83	.046	325,703.03	.038	(399,547.70)	(.053)
PROVISION FOR INCOME TAXES	0.00	.000	0.00	.000	0.00	.000	0.00	.000
NET INCOME (LOSS)	324,920.16	.013	398,764.83	.046	325,703.03	.038	(399,547.70)	(.053)
Operating Ratio	97.8%		96.7%		96.6%		100.6%	

I certify that, to the best of my knowledge, the financial statements of Bed Rock, Inc. dba Tri-State Motor Transit Co. have been prepared in accordance with generally accepted accounting principles and present fairly the financial position of the company.

Signature: Mike Eastland

Title: Controller