SECURITIES AND EXCHANGE COMMISSION

FORM 10-Q

Quarterly report pursuant to sections 13 or 15(d)

Filing Date: **1996-11-14** | Period of Report: **1996-09-30**
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FILER

WABASH NATIONAL CORP /DE

CIK:**879526**| IRS No.: **521375208** | State of Incorp.:**DE** | Fiscal Year End: **1231**
Type: **10-Q** | Act: **34** | File No.: **001-10883** | Film No.: **96663489**
SIC: **3715** Truck trailers

Business Address
1000 SAGAMORE PKWY S
P O BOX 6129
LAFAYETTE IN 47905
3174481591

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SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 204549

FORM 10-Q

(Mark One)

[X] QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
FOR THE QUARTER ENDED SEPTEMBER 30, 1996
OR
[ ] TRANSITION REPORT UNDER SECTION 13 OF 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from ------------ to ------------

Commission File Number: 1-10883

WABASH NATIONAL CORPORATION
(Exact name of registrant as specified in its charter)

Delaware	52-1375208
(State of Incorporation)	(IRS Employer Identification Number)
1000 Sagamore Parkway South, Lafayette, Indiana	47905

Registrant's telephone number, including area code: (317) 448-1591

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15 (d) of the Securities Exchange Act of 1934 during the preceding 12 months and (2) has been subject to such filing requirements for the past 90 days.

Yes X No ---

The number of shares of common stock outstanding at November 14, 1996 was 18,908,424.

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WABASH NATIONAL CORPORATION

INDEX

FORM 10-Q

<TABLE>
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</TABLE>

WABASH NATIONAL CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(Dollars in thousands)

<TABLE>
<CAPTION>

<S>	September 30, 1996 (Unaudited) <C>	December 31, 1995 (Note 1) <C>
ASSETS		
CURRENT ASSETS:		

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Cash and cash equivalents	$ 6,283	$ 2,097
Accounts receivable, net	78,017	77,535
Current portion of finance contracts	5,948	5,979
Inventories	148,842	134,294
Prepaid expenses and other	12,691	7,657
Total current assets	251,781	227,562
PROPERTY, PLANT AND EQUIPMENT, net	78,664	76,192
EQUIPMENT LEASED TO OTHERS, net	60,377	35,362
FINANCE CONTRACTS, net of current portion	25,864	35,123
OTHER ASSETS	12,078	9,895
	$428,764	$384,134
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Current maturities of long-term debt	$ 10,902	12,527
Accounts payable	66,439	88,490
Accrued liabilities	16,153	13,347
Total current liabilities	93,494	114,364
LONG-TERM DEBT, net of current maturities	137,572	73,726
DEFERRED INCOME TAXES	19,717	18,045
OTHER NONCURRENT LIABILITIES	332	368
STOCKHOLDERS' EQUITY:		
Preferred stock, $.01 par value 25,000,000 shares authorized; no shares issued	---	---
Series A Junior Participating Preferred stock, $.01 par value,300,000 shares authorized; no shares issued	---	---
Common stock, $.01 par value 75,000,000 shares authorized; 18,908,424 and 18,943,228 shares issued and outstanding at September 30, 1996 and December 31, 1995,respectively	189	189
Additional paid-in capital	99,338	99,246
Retained earnings	79,401	78,701
Treasury stock, at cost, 59,600 and 19,600 shares, respectively	(1,279)	(505)
	177,649	177,631
	$428,764	$384,134

</TABLE>

See Notes to Condensed Consolidated Financial Statements.

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WABASH NATIONAL CORPORATION AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF INCOME
(Amounts in thousands, except per share amounts)

<TABLE>
<CAPTION>

	Three Months Ended September 30, 1996	Three Months Ended September 30, 1995	Nine Months Ended September 30, 1996	Nine Months Ended September 30, 1995
	(Unaudited)		(Unaudited)	
<S>	<C>	<C>	<C>	<C>
NET SALES	$161,303	$176,128	$463,131	$547,212
COST OF SALES	155,196	162,342	442,075	501,268
Gross Profit	6,107	13,786	21,056	45,944
GENERAL AND ADMINISTRATIVE EXPENSES	2,304	1,752	6,624	5,209
SELLING EXPENSES	1,249	994	3,396	2,909
Income from operations	2,554	11,040	11,036	37,826
OTHER INCOME (EXPENSE):				
Interest Expense	(2,567)	(1,690)	(7,561)	(4,148)
Other, net	147	196	459	727
Income before income taxes	134	9,546	3,934	34,405
PROVISION FOR INCOME TAXES	39	3,717	1,533	13,560
Net Income	$ 95	$ 5,829	$ 2,401	$ 20,845
NET INCOME PER SHARE	$ 0.01	$ 0.31	$ 0.13	$ 1.10
CASH DIVIDENDS PER SHARE	$ .03	$ .025	$ .09	$ .075
AVERAGE SHARES OUTSTANDING	18,908	18,959	18,914	18,948

</TABLE>

See Notes to Condensed Consolidated Financial Statements

WABASH NATIONAL CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Dollars in thousands)

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<TABLE>
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<S>	Nine Months Ended September 30, 1996 (Unaudited) <C>	1995 <C>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net Income	$ 2,401	$ 20,845
Adjustments to reconcile net income to net cash provided by (used in) operating activities-		
Depreciation and amortization	11,640	7,970
Bad debt provision	285	431
Deferred income taxes	1,234	2,060
Change in operating assets-		
(Increase) in accounts receivable	(767)	(11,508)
(Increase) in inventories	(16,746)	(55,540)
(Increase) in prepaid expenses and other	(4,596)	(2,324)
(Decrease) increase in accounts payable	(22,051)	3,005
Increase in accrued liabilities	2,806	26
(Increase) in other assets	(1,898)	(2,136)
Total adjustments	(30,093)	(58,016)
Net cash used in operating activities	(27,692)	(37,171)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Capital expenditures	(6,150)	(32,515)
Proceeds on disposal of leased equipment	17,124	---
Investment in equipment leased to others	(35,431)	(14,056)
Investment in finance contracts	(5,480)	(18,073)
Principal payments on finance contracts	3,654	4,276
Payments for RoadRailer technology	(1,759)	(41)
Other	85	(48)
Net cash used in investing activities	(27,957)	(60,457)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Principal payments of long-term debt	(11,739)	(6,531)
Borrowings under long-term revolver	310,300	228,920
Payments under long-term revolver	(304,700)	(175,689)
Proceeds from issuance of long-term debt	68,361	15,000
Proceeds from issuance of common stock, net of expenses	92	494
Payment of cash dividend	(1,705)	(1,421)
Purchase of treasury stock	(774)	---
Net cash provided by financing activities	59,835	60,773
NET INCREASE (DECREASE) IN CASH	4,186	(36,855)
CASH AND CASH EQUIVALENTS AT BEGINNING OF PERIOD	2,097	39,655
CASH AND CASH EQUIVALENTS AT END OF PERIOD	$ 6,283	$ 2,800

SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:

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Cash paid during the period for:		
Interest	6,668	2,883
Income taxes	713	12,700
SUPPLEMENTAL DISCLOSURE OF NON-CASH INVESTING ACTIVITIES:		
Finance contracts converted to operating leases	$ 3,201	---
Operating leases converted to finance contracts	$ 998	---
Used trailers transferred from inventory into operations	$ 2,198	---

</TABLE>

See Notes to Condensed Consolidated Financial Statements.

WABASH NATIONAL CORPORATION AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Dollars in thousands)

NOTE 1. GENERAL

The consolidated financial statements included herein have been prepared by Wabash National Corporation and Subsidiaries (the Company) without audit, pursuant to the rules and regulations of the Securities and Exchange Commission. Certain information and footnote disclosures normally included in financial statements prepared in accordance with generally accepted accounting principles have been condensed or omitted pursuant to such rules and regulations; however, the Company believes that the disclosures are adequate to make the information presented not misleading. The condensed consolidated financial statements included herein should be read in conjunction with the financial statements and the notes thereto included in the Company's 1995 Annual Report on Form 10-K.

In the opinion of the registrant, the accompanying financial statements contain all material adjustments (consisting only of normal recurring adjustments), necessary to present fairly the consolidated financial position of the Company at September 30, 1996 and December 31, 1995 and its results of operations for the three and nine month periods ended September 30, 1996 and 1995 and cash flows for the nine month period ended September 30, 1996 and 1995.

NOTE 2. INVENTORIES

Inventories consisted of the following:

<TABLE>
<CAPTION>

<S>	September 30, 1996 (Unaudited) <C>	December 31, 1995 <C>
Raw material and components	$ 81,360	$ 89,961
Work in process	21,343	13,582
Finished goods	24,462	14,034
Used trailers	21,677	16,717

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	$148,842	$134,294

</TABLE>

NOTE 3. LEASING OPERATIONS

Wabash National Finance Corporation (the Finance Company), a wholly-owned subsidiary of the Company, provides leasing and finance programs to customers for new and used trailers. The Finance Company's revenues were $27,407 and $15,344 during the nine months ended September 30, 1996 and 1995 respectively. Income before income taxes was $1,790 and $3,214 during the nine months ended September 30, 1996 and 1995 respectively. Included below is condensed balance sheet information which segregates the assets and liabilities of the Finance Company.

<TABLE>
<CAPTION>

	September 30, 1996 (Unaudited)			
	Wabash National	Finance Company	Consolidated	December 31, 1995 Consolidated
<S>	<C>	<C>	<C>	<C>
ASSETS:				
Current assets	$242,898	$8,883	$251,781	$227,562
Property, plant and equipment, net	78,607	57	78,664	76,192
Equipment leased to others, net	---	60,377	60,377	35,362
Finance contracts, net of current portion	---	25,864	25,864	35,123
Other assets	11,943	135	12,078	9,895
Due from subsidiary/ (to parent)	5,855	(5,855)	---	---
Investment in subsidiary	26,934	---	---	---
	$366,237	$89,461	$428,764	$384,134
LIABILITIES AND STOCK-HOLDERS' EQUITY:				
Current liabilities	$82,648	$10,846	$93,494	$114,364
Long-term debt, net current maturities	90,835	46,737	137,572	73,726
Other long-term liabilities	15,105	4,944	20,049	18,413
	188,588	62,527	251,115	206,503

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Stockholders' equity	177,649	26,934	177,649	177,631
	$366,237	$89,461	$428,764	$384,134

</TABLE>

NOTE 4. LONG-TERM DEBT

On January 31, 1996, the Company issued $50 million of unsecured 6.41% Series A Senior Notes due on January 31, 2003. The proceeds were used to repay amounts outstanding under the Company's revolving line of credit. Also, on September 30, 1996, the Company amended its $90 million revolving credit facility to extend the maturity date to January 1, 1998 and to adjust certain financial covenants.

In addition, during June, 1996, the Finance Company concluded a one-year extension of its existing $50 million secured, revolving bank line of

credit which now expires on June 10, 1997, at which time the terms of the credit facility can be renegotiated, or at the election of the Finance Company, the outstanding principal balance can be paid down in 36 equal monthly installments.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

RESULTS OF OPERATIONS

NET SALES

Net sales for the three month period ended September 30, 1996, decreased $14.8 million or 8% compared to the same period in 1995 and were $84.1 million or 15% lower for the nine month period ended September 30, 1996 compared to the corresponding period in 1995. The decreased sales for the three and nine month periods were primarily attributable to a decrease in new trailer sales of $21.7 million and $103.5 million, respectively, offset in part by an increase in sales of used trailers which were previously under lease by the Finance Company of $6 million and $17 million, respectively.

The decreases in new trailer sales of $21.7 million and $103.5 million for the three and nine month periods respectively, were caused by an 11% and 20% decrease in units sold, primarily as a result of weak market conditions in the domestic trailer industry and decreased production on the Company's plate trailer line as a result of a limited supply of composite material for the Company's newly introduced composite plate trailer. New trailer sales in the third quarter of 1996 compared to the same period in 1995 were further impacted by a 2.8% decrease in the average sales price per new trailer sold, reflecting increased pricing pressure in the commodity trailer market which, due to the decreased production on the Company's plate trailer line, comprised a higher percentage of the Company's sales in 1996 compared to 1995. For the nine month period ended September 30, 1996, the average sales price per new trailer sold was approximately 1% lower compared with the same period in 1995.

The Company anticipates supply of the composite material to improve over the next several quarters as its supplier increases manufacturing capacity; however, this increased capacity is not expected to fulfill the Company's long-term demand for this product and as a result the Company plans to construct its own composite manufacturing facility in Lafayette, Indiana during

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1997 at an estimated cost of approximately $20 million. Furthermore, the Company expects pricing to improve in the commodity trailer market as overall manufacturing capacity decreases in the domestic trailer market during this period of consolidation as two of the top ten trailer manufacturers have filed Chapter 11 bankruptcy. The foregoing paragraph contains forward-looking information; actual results may differ materially due to such factors as the Company's current dependence on a single supplier for composite material and the unpredictability of that supplier's performance; low barriers to entry in the commodity trailer market and the possibility that currently troubled competitors may continue to cut prices to sustain demand; and the unpredictability of overall market demand due to the cyclical nature of the trucking industry.

The Finance Company's lease portfolio decreased from 7,500 trailers at September 30, 1995 to 7,200 trailers at September 30, 1996,

primarily due to the sale of certain trailers under lease to Finance Company customers during the term of the respective leases. Lease revenues, for the three and nine month periods ended September 30, 1996, excluding revenue from the sale of leased trailers, are even with revenues in the same periods in 1995. Revenues from aftermarket parts sales increased 52% and 29% for the three and nine month periods ended September 30, 1996 compared to the same periods in 1995. The increase in aftermarket parts sales reflects the Company's strategy of continuing to increase its independent dealer network and branch operations.

Gross Profit

Gross profit as a percentage of sales totaled 3.8% for the third quarter of 1996 compared to 7.8% for the same period in 1995. The gross profit margin for the nine month period ended September 30, 1996 as a percentage of sales was 4.5% versus 8.4% for the same period in 1995. The decrease in the gross profit percentage in 1996 reflects the decrease in sales volume, changes in product mix and increased costs related to the significant expansion of capacity during 1995. The expansion related costs included, among other things, increased depreciation and labor in both the three and nine month periods ended September 30, 1996.

Income From Operations

Income from operations for the three months ended September 30, 1996 as a percentage of sales was 1.6% versus 6.3% for the same period in 1995. Income from operations for the nine month period ended September 30, 1996 as a percentage of sales was 2.4% versus 6.9% for the same period in 1995. The decrease in the percent of income from operations for the three and nine months ended September 30, 1996 was a result of the decrease in the gross profit margins previously discussed as well as increased SG&A costs as a percent of sales resulting from decreased sales volume coupled with increased use of the Company's receivables sale and servicing agreement which led to higher discount costs.

Interest Expense

Interest expense for the three and nine month periods ended September 30, 1996 totaled $2.6 million and $7.6 million compared to $1.7 million and $4.1 million for the same periods in 1995. The increase in interest expense primarily reflects new term and bank line of credit debt associated with the growth in the leasing operations, higher capital expenditures and increased working capital requirements, primarily due to the increase in inventory.

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Taxes

The provision for income taxes for the nine month period ended September 30, 1996 of $1.5 million represents 39.0% of pre-tax income for the period compared to the provision of $13.6 million or 39.4% of pretax income for the same period in 1995. The effective tax rates are higher than the Federal statutory rates of 35% due primarily to state income taxes.

LIQUIDITY AND CAPITAL RESOURCES

As presented in the Condensed Consolidated Statements of Cash Flows, net cash used in operating activities was $27.7 million during the first nine months of 1996 primarily as a result of changes in working capital resulting from an increase in inventory coupled with a decrease in accounts payable. These changes in working capital were primarily the result of the continued weakness in the domestic trailer market as well as the Company's focus on expansion of its product line which requires initial up front investments in working capital.

During the first nine months of 1996, the lease portfolio (finance contracts and equipment leased to others) increased $15.7 million, as the Company continued to expand its leasing operations. In addition, the Company used $8.3 million of cash for capital expenditures during the first nine months of 1996, principally for the purpose of achieving improved manufacturing productivity.

At September 30, 1996, the Company's total debt was $148.5 million compared to $86.3 million at December 31, 1995. The net increase in the Company's debt primarily reflects new term and bank line of credit debt associated with growth in the Finance Company's leasing operations as well as increased working capital requirements. Also, during January, 1996, the Company issued $50 million of unsecured 6.41% Series A Senior Notes due January 31, 2003 and used the proceeds to repay amounts under the Company's revolving line of credit. In addition, the Company anticipates closing on a $100 million Senior Note institutional private placement during the fourth quarter of 1996. The proceeds are expected to be drawn down in several installments over the next six months and will primarily be used to recapitalize the Finance Company by repaying certain of the Finance Company's debt.

On April 27, 1995, the Company announced that the Board of Directors authorized a common stock repurchase plan of up to $30 million in the aggregate. The Company may purchase its common stock in the open market or in block transactions from time to time as it deems appropriate.

Other sources of funds for capital expenditures, continued expansion of businesses, potential contingent payments associated with the acquisition of RoadRailer technology, dividends, principal repayments on debt, stock repurchase and working capital requirements are expected to be cash from operations, additional borrowings under the credit facilities and term borrowings. The Company believes that these funding sources will be adequate for its anticipated requirements.

BACKLOG

The Company's backlog of orders was approximately $475 million at

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September 30, 1996 and $858 million at December 31,1995. The Company builds trailers to customer order and does not maintain an inventory of new trailers built in anticipation of future orders. The Company's backlog represents the amount of orders the Company believes to be firm. Such orders may be subject to extension, delay or cancellation, under certain circumstances.

PART II - OTHER INFORMATION

ITEM 6. EXHIBITS AND REPORTS ON FORM 8-K

(a) Exhibits: (Numbered in accordance with Item 601 of Regulation S-K)

10.43 Commercial Note and Security Agreements in the principal amount of $5,000,000 between Wabash National Finance Company and National City Bank of Indiana dated September 30, 1996.

10.44 Second Amendment, dated September 30, 1996, to Revolving Credit Loan Agreement dated April 28, 1995, between NBD Bank, N.A. and Wabash National Corporation.

15.01 Report of Independent Public Accountants

(b) Reports on Form 8-K: None

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

WABASH NATIONAL CORPORATION

Date: November 13, 1996

By: /s/ Mark R. Holden

Mark R. Holden
Vice President - Chief Financial Officer
(Principal Financial Officer and Principal Accounting Officer)

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EXHIBIT 10.43

<TABLE>
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COMMERCIAL NOTE: TIME SINGLE ADVANCE/FIXED

Amount	City, State	Date	FOR BANK USE ONLY
<S>	<C>	<C>	<C>
$5,000,000.00	Indianapolis, Indiana	September 30 , 1996	Obligor #
			Tax I. D. #
			Obligation #
			Office

</TABLE>

FOR VALUE RECEIVED, WABASH NATIONAL FINANCE CORPORATION ("BORROWER"), an Indiana corporation, whose principal office address is 9 North Vail Avenue, Arlington Heights, Illinois 60005, hereby promises to pay to the order of NATIONAL CITY BANK OF INDIANA ("Bank"), a national banking association having its banking office at 101 W. Washington Street, Indianapolis, Indiana 46255, at Bank's banking office (or at such other place as Bank may from time to time designate by written notice) in lawful money of the United States of America, the principal sum of

FIVE MILLION AND NO/100 DOLLARS
$5,000,000.00

together with interest, all as provided below.

1. Interest. The unpaid principal balance of this Note shall at all times bear interest at a fixed rate equal to Six and one half percent (6 1/2%) per annum, provided, that so long as any principal of or accrued interest on this Note is overdue, all unpaid principal of this Note and all overdue interest on that principal (but not interest on overdue interest) shall bear interest at a fluctuating rate equal to two percent (2%) per annum above the rate that would otherwise be applicable, but in no case less than two percent (2%) per annum above the Prime Rate; provided further, that in no event shall any principal of or interest on this Note bear interest at any time after Maturity at a lesser rate than the rate applicable thereto immediately after Maturity.

2. Repayment. Subject to section 5, the total outstanding balance of principal and interest under this Note is due and payable on December 2, 1996.

This Note may not be prepaid. If however for any reason the principal of this Note is paid (whether by way of a prepayment or a payment following any acceleration of the due date thereof) in whole or in part before the original due date of that principal, then, and in each such case, Borrower shall, concurrently with the payment, pay to Bank a premium based on the principal amount paid and computed for the period from the date of payment to the original due date of the principal paid, at a rate equal to the excess, if any,

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of the interest rate theretofore applicable over the Reinvestment Rate. "Reinvestment Rate" means, when used with respect to any period, a per annum rate of interest equal to the "bond equivalent yield" for the most actively traded issues of U. S. Treasury Bills, U. S. Treasury Notes, or U. S. Treasury Bonds for a term similar to the period in question.

3. Definitions. As used in this Note, except where the context clearly requires otherwise, "Affiliate" means, when used with reference to any Person (the "subject"), a Person that is in control of, under the control of, or under common control with, the subject, the term "control" meaning the possession, directly or indirectly, of the power to direct the management or policies of a Person, whether through the ownership of voting securities, by contract, or otherwise; "Bank Debt" means, collectively, all Debt to Bank, whether incurred directly to Bank or acquired by it by purchase, pledge, or otherwise, and whether participated to or from Bank in whole or in part; "Banking Day" means any day (other than any Saturday, Sunday or legal holiday) on

which Bank's banking office is open to the public for carrying on substantially all of its banking functions; "Debt" means, collectively, all obligations of the Person or Persons in question, including, without limitation, every such obligation whether owing by one such Person alone or with one or more other Persons in a joint, several, or joint and several capacity, whether now owing or hereafter arising, whether owing absolutely or contingently, whether created by lease, loan, overdraft, guaranty of payment, or other contract, or by quasi-contract, tort, statute, other operation of law, or otherwise; "MATURITY" means the date (whether occurring by lapse of time, acceleration, or otherwise) upon which the last scheduled principal payment under this note is due; "Note" means this promissory note (including, without limitation, each addendum, allonge, or amendment, if any, hereto); "Obligor" means any Person who, or any of whose property, shall at the time in question be obligated in respect of all or any part of the Bank Debt of Borrower and (in addition to Borrower) includes, without limitation, co-makers, indorsers, guarantors, pledgors, hypothecators, mortgagors, and any other Person who agrees, conditionally or otherwise, to make any loan to, purchase from, or investment in, any other Obligor or otherwise assure such other Obligor's creditors or any of them against loss; "Person" means an individual or entity of any kind, including, without limitation, any association, company, cooperative, corporation, partnership, trust, governmental body, or any other form or kind of entity; "Prime Rate" means the fluctuating rate per annum which is publicly announced from time to time by Bank as being its so-called "prime rate" or "base rate" thereafter in effect, with each change in the Prime Rate automatically, immediately, and without notice changing the Prime Rate thereafter applicable hereunder, it being acknowledged that the Prime Rate is not necessarily the lowest rate of interest then available from Bank on fluctuating-rate loans; "Proceeding" means any assignment for the benefit of creditors, any case in bankruptcy, any marshalling of any Obligor's assets for the benefit of creditors, any moratorium on the payment of debts, or any proceeding under any law relating to conservatorship, insolvency, liquidation, receivership, trusteeship, or any similar event, condition, or other thing; "Related Writing" means this Note and any indenture, note, guaranty, assignment, mortgage, security agreement, subordination agreement, notice, financial statement, legal opinion, certificate, or other writing of any kind pursuant to which all or any part of the Bank Debt of Borrower is issued, which

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evidences or secures all or any part of the Bank Debt of Borrower, which governs the relative rights and priorities of Bank and one or more other Persons to payments made by, or the property of, any Obligor, which is delivered to Bank pursuant to another such writing, or which is otherwise delivered to Bank by or on behalf of any Person (or any employee, officer, auditor, counsel, or agent of any Person) in respect of or in connection with all or any part of the Bank Debt of Borrower; "Reporting Person" means each Obligor and each member of any "Reporting Group" as defined in any addendum to this Note; and the foregoing definitions shall be applicable to the respective plurals of the foregoing defined terms.

4. Events of Default. It shall be an "Event of Default" if (a) all or any part of the Bank Debt of any Obligor shall not be paid in full promptly when due (whether by lapse of time, acceleration, or otherwise); (b) any representation, warranty, or other statement made by any Person (other than Bank) in any Related Writing shall be untrue or incomplete in any respect when made; (c) any Person (other than Bank) shall repudiate or shall fail or omit to perform or observe any agreement contained in this Note or in any other Related Writing that is on that Person's part to be complied with; (d) any indebtedness (other than any evidenced by this Note) of any Obligor shall not be paid when due, or there shall occur any event, condition, or other thing which gives (or which with the lapse of any applicable grace period, the giving of notice, or both would give) any creditor the right to accelerate or which automatically accelerates the maturity of any such indebtedness; (e) Bank shall not receive (in addition to any information described in any addendum to this Note) without expense to Bank, (i) forthwith upon each request of Bank made upon Borrower therefor, (A) such information in writing regarding each Reporting Person's financial condition, properties, business operations, if any, and pension plans, if any, prepared, in the case of financial information, in accordance with generally accepted accounting principles consistently applied and otherwise in form and detail satisfactory to Bank or (B) written permission, in form and substance satisfactory to Bank, from each Reporting Person to inspect (or to have inspected by one or more Persons selected by Bank) the properties and records of that Reporting Person and to

make copies and extracts from those records or (ii) prompt written notice whenever Borrower (or any director, employee, officer, or agent of Borrower) knows or has reason to know that any Event of Default has occurred; (f) any judgment shall be entered against any Obligor in any judicial or administrative tribunal or before any arbitrator or mediator, (g) any Obligor shall fail or omit to comply with any applicable law, rule, regulation, or order in any material respect; (h) any proceeds of the loan evidenced by this Note shall be used for any purpose that is not in the ordinary course of Borrower's business; (i) any property in which any obligor now has or hereafter acquires any rights or which now or hereafter secures any Bank Debt shall be or become encumbered by any mortgage, security interest, or other lien, except any mortgage, security interest, or other lien consented to by Bank; (j) any Obligor shall at any time or over any period of time sell, lease, or otherwise dispose of all or any material part of that Obligor's assets, except for inventory sold in the ordinary course of business and other assets sold, leased, or otherwise disposed of with the consent of Bank; (k) any Obligor shall cease to exist or shall be dissolved, become legally incapacitated, or die; (l) any Proceeding shall be commenced with respect to any Obligor; (m) there shall occur or commence to exist any event, condition, or other thing that constitutes an

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"Event of Default" as defined in any addendum to this Note; (n) there shall occur any event, condition, or other thing that has, or, in Bank's judgment, is likely to have, a material adverse effect on the financial condition, properties, or business operations of any Obligor or on Bank's ability to enforce or exercise any agreement or right arising under, out of, or in connection with any Related Writing; or (o) the holder of this Note shall, in good faith, believe that the prospect of payment or performance of any obligation evidenced by this Note is impaired.

5. Effects of Default. If any Event of Default (other than the commencement of any Proceeding with respect to Borrower) shall occur, then, and in each such case, notwithstanding any provision or inference to the contrary, Bank shall have the right in its discretion, by giving written notice to Borrower, to declare this Note to be due, whereupon the entire unpaid principal balance of this Note (if not already due) shall immediately become due and payable in full. If any Proceeding shall be commenced with respect to Borrower, then, notwithstanding any provision or inference to the contrary, automatically, without presentment, protest, or notice of dishonor, all of which are waived by all makers and all indorsers of this Note, now or hereafter existing, the entire unpaid principal balance of this Note (if not already due) shall immediately become due and payable in full.

6. Late Charges. If any principal of or interest on this Note is not paid within ten (10) days after its due date, then, and in each such case, Bank shall have the right to assess a late charge, payable by Borrower on demand, in an amount equal to the greater of twenty dollars ($20.00) or five percent (5%) of the amount not timely paid.

7. No Setoff. Borrower hereby waives any and all now existing or hereafter arising rights to recoup or offset any obligation of Borrower under or in connection with this Note or any Related Writing against any claim or right of Borrower against Bank.

8. Indemnity, Administration and Enforcement. Borrower will reimburse Bank, on Bank's demand from time to time, for any and all fees, costs, and expenses (including, without limitation, the fees and disbursements of legal counsel) incurred by Bank in administering this Note or in protecting, enforcing, or attempting to protect or enforce its rights under this Note. If any amount (other than any principal of this Note and any interest and late charges) owing under this Note is not paid when due, then, and in each such case, Borrower shall pay, on Bank's demand, interest on that amount from the due date thereof until paid in full at a fluctuating rate equal to four percent (4%) per annum plus the Prime Rate.

9. Waivers; Remedies; Application of Payments. Bank may from time to time in its discretion grant waivers and consents in respect of this Note or any other Related Writing or assent to amendments thereof, but no such

waiver, consent, or amendment shall be binding upon Bank unless set forth in a writing (which writing shall be narrowly construed) signed by Bank. No course of dealing in respect of, nor any omission or delay in the exercise of, any right, power, or privilege by Bank shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any further or other exercise

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thereof or of any other, as each such right, power, or privilege may be exercised either independently or concurrently with others and as often and in such order as Bank may deem expedient. Without limiting the generality of the foregoing, neither Bank's acceptance of one or more late payments or charges nor Bank's acceptance of interest on overdue amounts at the respective rates applicable thereto shall constitute a waiver of any right of Bank. Each right, power, or privilege specified or referred to in this Note is in addition to and not in limitation of any other rights, powers, and privileges that Bank may otherwise have or acquire by operation of law, by other contract, or otherwise. Bank shall be entitled to equitable remedies with respect to each breach or anticipatory repudiation of any provision of this Note, and Borrower hereby waives any defense which might be asserted to bar any such equitable remedy. Bank shall have the right to apply payments in respect of the indebtedness evidenced by this Note with such allocation to the respective parts thereof and the respective due dates thereof as Bank in its sole discretion may from time to time deem advisable.

10. Other Provisions. The provisions of this Note shall bind Borrower and Borrower's successors and assigns and benefit Bank and its successors and assigns, including each subsequent holder, if any, of this Note. Except for Borrower and Bank and their respective successors and assigns, there are no intended beneficiaries of this Note or the loan evidenced by this Note. The provisions of sections 6 through 13, both inclusive, shall survive the payment in full of the principal of and interest on this Note. The captions to the sections and subsections of this Note are inserted for convenience only and shall be ignored in interpreting the provisions thereof. Each reference to a section includes a reference to all subsections thereof (i.e., those having the same character or characters to the left of the decimal point) except where the context clearly does not so permit. If any provision in this Note shall be or become illegal or unenforceable in any case, then that provision shall be deemed modified in that case so as to be legal and enforceable to the maximum extent permitted by law while most nearly preserving its original intent, and in any case the illegality or unenforceability of that provision shall affect neither that provision in any other case nor any other provision. All fees, interest, and premiums for any given period shall accrue on the first day thereof but not on the last day thereof (unless the last day is the first day) and in each case shall be computed on the basis of a 360-day year and the actual number of days in the period. In no event shall interest accrue at a higher rate than the maximum rate, if any, permitted by law. Bank shall have the right to furnish to its Affiliates, and to such other Persons as Bank shall deem advisable for the conduct of its business, information concerning the business, financial condition, and property of Borrower, the amount of the Bank Debt of Borrower, and the terms, conditions, and other provisions applicable to the respective parts thereof. This Note shall be governed by the law (excluding conflict of laws rules) of the jurisdiction in which Bank's banking office is located.

11. Integration. This Note and, to the extent consistent with this Note, the other Related Writings, set forth the entire agreement of Borrower and Bank as to the subject matter of this Note, and may not be contradicted by evidence of any agreement or statement unless made in a writing (which writing shall be narrowly construed) signed by Bank contemporaneously with or after the execution and delivery of this Note. Without limiting the generality of the foregoing, Borrower hereby acknowledges that Bank has not based, conditioned, or offered to base or condition the credit hereby evidenced or any charges, fees, interest rates, or premiums applicable thereto upon Borrower's agreement

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to obtain any other credit, property, or service other than any loan, discount, deposit, or trust service from Bank.

12. Notices and Other Communications. Each notice, demand, or other communication, whether or not received, shall be deemed to have been given to Borrower whenever Bank shall have mailed a writing to that effect by certified or registered mail to Borrower at Borrower's mailing address (or any other address of which

Borrower shall have given Bank notice after the execution and delivery of this Note); however, no other method of giving actual notice to Borrower is hereby precluded. Borrower hereby irrevocably accepts Borrower's appointment as each Obligor's agent for the purpose of receiving any notice, demand, or other communication to be given by Bank to each such Obligor pursuant to any Related Writing. Bank shall be entitled to assume that any knowledge possessed by any Obligor other than Borrower is possessed by Borrower. Each communication to be given to Bank shall be in writing unless this Note expressly permits that communication to be made orally, and in any case shall be given to Rafe Boldrick, Senior Vice President at Bank's Corporate Banking Division, Suite 200E at Bank's banking office (or any other address of which Bank shall have given notice to Borrower after the execution and delivery of this Note). Borrower hereby assumes all risk arising out of or in connection with each oral communication given by Borrower and each communication given or attempted by Borrower in contravention of this section. Bank shall be entitled to rely on each communication believed in good faith by Bank to be genuine.

13. Jurisdiction and Venue; Waiver of Jury Trial. Any action, claim, counterclaim, crossclaim, proceeding, or suit, whether at law or in equity, whether sounding in tort, contract, or otherwise at any time arising under or in connection with this Note or any other Related Writing, the administration, enforcement, or negotiation of this Note or any other Related Writing or the performance of any obligation in respect of this Note or any other Related Writing (each such action, claim, counterclaim, crossclaim, proceeding, or suit, an "Action") may be brought in any federal or state court located in the city in which Bank's banking office is located. Borrower hereby unconditionally submits to the jurisdiction of any such court with respect to each such Action and hereby waives any objection Borrower may now or hereafter have to the venue of any such Action brought in any such court. BORROWER HEREBY, AND EACH HOLDER OF THIS NOTE, BY TAKING POSSESSION THEREOF, KNOWINGLY AND VOLUNTARILY WAIVES JURY TRIAL IN RESPECT OF ANY ACTION.

"BORROWER"
WABASH NATIONAL FINANCE CORPORATION

By: Richard Dessimoz

____
Richard Dessimoz
Chief Executive Officer

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EXHIBIT 10.44

SECOND AMENDMENT TO LOAN AGREEMENT

This SECOND AMENDMENT TO LOAN AGREEMENT ("Second Amendment") made as of this 30th day of September, 1996, by and between WABASH NATIONAL CORPORATION, a Delaware corporation with its principal place of business at 1000 Sagamore Parkway South, Lafayette, Indiana 47905 ("Borrower") and NBD BANK, N.A. ("Bank"), a national banking association with its principal banking offices at One Indiana Square, Indianapolis, Indiana 46266.

WHEREAS, the Borrower and the Bank entered into that certain Loan Agreement dated April 28, 1995, as amended by that certain Amendment to Loan Agreement dated November 9, 1995 (collectively, the "Agreement") pursuant to which the Bank agreed to extend a Revolving Line of Credit to the Borrower with a Loan Maturity Date of July 1, 1997; and

WHEREAS, the Borrower wishes to extend the Loan Maturity Date to January 1, 1998 and also seeks to amend certain of the financial covenants contained in the Agreement; and

WHEREAS, the Bank is willing to extend the Loan Maturity Date and to make certain amendments to the financial covenants, on the terms and conditions set forth herein:

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Definitions. The following definitions in the Agreement are hereby amended or added to the Agreement to read in their entirety as follows:

"Applicable Commitment Fee" means that percentage of the unused portion of the Commitment to be paid to the Bank pursuant to Section 2.7 hereunder, determined by reference to the ratio of the Borrower's Funded Debt to Total Capitalization, in accordance with the following table:

<TABLE>
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Ratio	Application Fee
<S>	<C>
15% or less	.10%
16% through 30%	.125%
31% through 40%	.15%

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41% through 50%	.175%
51% through 55%	.225%
56% through 60%	.275%

</TABLE>

The Applicable Commitment Fee shall be determined and adjusted, if appropriate, quarterly on the basis of the financial statements of the Borrower for the fiscal quarter immediately preceding the date of determination of the Applicable Commitment Fee.

2

"Applicable Margin" means that percentage to be added to each of the CD Rate, LIBOR Rate or Federal Funds Rate at which interest will accrue on the Advances, determined by reference to the ratio of the Borrower's Funded Debt to Total Capitalization, all in accordance with the following table:

<TABLE>
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Ratio	LIBOR OR CD Margin	Federal Funds Margin
<S>	<C>	<C>
15% or less	25%	.35%
16% through 30%	.30%	.40%
31% through 40%	.40%	.50%
41% through 50%	.50%	.60%
51% through 55%	.625%	.725%
56% through 60%	.75%	.85%

</TABLE>

Each Applicable Margin shall be determined, and adjusted if appropriate, quarterly on the basis of the financial statements of the Borrower for the fiscal quarter of the Borrower immediately preceding the date of determination furnished to the Bank pursuant to the requirements of Section 5.3, with prospective effect for the following fiscal quarter. Interest will accrue and be payable in any fiscal quarter on the basis of the Applicable Margin in effect during the preceding fiscal quarter until the Borrower's financial statements for the preceding fiscal quarter are delivered to the Bank. On the first interest payment date which follows delivery of such financial statements in any fiscal quarter, an appropriate adjustment shall be made for interest accrued and paid on prior interest payment dates in that quarter, any overpayment being credited against the interest payment then due from the Borrower to the Bank and any deficiency being payment then due and payable by the Borrower to the Bank. In the event the Borrower fails to provide the quarterly financial statements pursuant to the requirements of Section 5.3, the Ratio of Funded Debt to Total Capitalization will be presumed to be the highest ratio set forth in the above table.

"Closing Date" shall mean September 30, 1996.

Section 2. Amendments to Section 2 and Section 8.13 of the Agreement.

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The following amendments are hereby made to Section 2 and Section 8.13 of the Agreement:

A. Section 2.1(A) of the Agreement is amended to replace the reference to July 1, 1997 to January 1, 1998.

B. Section 2.1(E) of the Agreement is hereby amended to change the Loan Maturity Date to read "January 1, 1998."

C. Section 8.13 is hereby amended to replace the date "July 1, 1997" with "January 1, 1998."

Section 3. Amendment of Financial Covenants. Sections 5.2(L)(ii) and (iii) of the Agreement are hereby amended to read in their entirety as follows:

(ii) Funded Debt to Total Capitalization. The Borrower, on a consolidated basis, will maintain a ratio of Funded Debt to Total Capitalization not to exceed 60% at September 30, 1996 through March 30, 1997; and not to exceed 55% at March 31, 1997 and at all times thereafter, calculated on a quarterly basis.

(iii) Fixed Charge Coverage Ratio. The Borrower, on a consolidated basis, will maintain a Fixed Charge Coverage Ratio of not less than 1.9 to 1.0 at September 30, 1996 through March 30, 1997, and at 2.0 to 1.0 at March 31, 1997 through June 29, 1997; and at 2.25 to 1.0 at June 30, 1997 through December 30, 1997; and at 2.5 to 1.0 at December 31, 1997 and at all times thereafter; calculated quarterly on a four quarter trailing basis commencing from the most recent quarter end.

Section 4. Conditions Precedent. On or prior to the date of execution of this Second Amendment, the Borrower shall deliver to the Bank the following documents, the receipt and sufficiency of which are conditions precedent to the Bank's obligation to increase the Revolving Line of Credit and to extend the Loan Maturity Date:

(A) the executed replacement Revolving Line of Credit Promissory Note;

(B) a Secretary's Certificate and Borrowing Resolutions of the Executive Committee of the Board of Directors of the Borrower;

(C) a Borrower's Counsel Opinion in form and substance acceptable to the Bank and its counsel; and

(D) the most recent financial statements of the Borrower, together with a Certificate of Compliance with Financial Covenants, in form and substance acceptable to the Bank.

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Section 5. Effect of Amendment. Except as specifically amended in this Second Amendment, the Agreement shall continue in full force and effect as therein stated and the Borrower certifies that all representations and warranties contained therein are true and correct as if made as of the date hereof.

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EXHIBIT 15.01

[ARTHUR ANDERSEN LLP LGO]

REPORT OF INDEPENDENT PUBLIC ACCOUNTANTS

To Wabash National Corporation:

We have reviewed the condensed consolidated balance sheets of WABASH NATIONAL CORPORATION (a Delaware Corporation) and subsidiaries as of September 30, 1996, and the related condensed consolidated statements of income for the three-month and nine-month periods ended September 30, 1996 and 1995, and the condensed consolidated statements of cash flows for the nine-month periods ended September 30, 1996 and 1995. These financial statements are the responsiblity of the Company's management.

We conducted our review in accordance with standards established by the American Institute of Certified Public Accountants. A review of interim financial information consists principally of applying analytical procedures to financial data and making inquiries of persons responsible for financial and accounting matters. It is substantially less in scope than an audit conducted in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

Based on our review, we are not aware of any material modifications that should be made to the financial statements referred to above for them to be in conformity with generally accepted accounting principles.

We have previously audited, in accordance with generally accepted auditing standards, the consolidated balance sheet of Wabash National Corporation and subsidiaries as of December 31, 1995 (not presented herein) and, in our report dated January 19, 1996, we expressed an unqualified opinion on that statement. In our opinion, the information set forth in the condensed consolidated balance sheet of Wabash National Corporation and subsidiaries as of December 31, 1995 is fairly stated, in all material respects, in relation to the consolidated balance sheet from which it has been derived.

/s/ Arthur Andersen LLP

Arthur Andersen LLP

Indianapolis, Indiana

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October 11, 1996

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