

Law Offices

VUONO & GRAY

John A. Vuono
William A. Gray
Mark T. Vuono
Richard R. Wilson
Dennis J. Kusturiss
Christine M. Dolfi
Louise R. Schrage
**Also Admitted in Florida*

2310 Grant Building
Pittsburgh, PA 15219-2383

Telephone
(412) 471-1800

August 8, 1996

Facsimile
(412) 471-4477

Re: Timothy Moore t/d/b/a Moore Movers--Transferee
and Neel Transportation Company--Transferor

Mr. Tim Ziegler
Pennsylvania Public Utility Commission
P. O. Box 3265
Harrisburg, PA 17105-3265

RECEIVED
AUG 12 1996

BUREAU OF
TRANSPORTATION & SAFETY

Dear Tim:

In accordance with our recent telephone conversation, I am enclosing a check in the sum of \$350 to cover the filing fee in connection with the above transfer application.

I understand that you have been holding the application pending receipt of this check. In view of the delay, I ask that to the extent possible, you expedite the processing of the application.

Thank you for your consideration.

Sincerely yours,

VUONO & GRAY

John A. Vuono

CW/2164

Enclosure

cc: Timothy M. Moore t/d/b/a Moore Movers

FILED
AUG 12 1996

Law Offices

VUONO & GRAY

2310 Grant Building

Pittsburgh, PA 15219-2383

000098

July 16, 1996

John A. Vuono
William A. Gray
Mark T. Vuono*
Richard R. Wilson
Dennis J. Kusturiss
Christine M. Dolfi
Louise R. Schrage
*Also Admitted in Florida

Telephone
RECEIVED 471-1800
INFORMATION CONTROL
96 JUL 19 AM 9:37
Facsimile
(412) 471-4477

Re: Application of Timothy Moore
t/d/b/a Moore Movers
Our File 4376

Mr. John G. Alford
Secretary
Pennsylvania Public Utility Commission
North Office Building
P.O. Box 3265
Harrisburg, PA 17105-3265

RECEIVED
JUL 19 1996

BUREAU OF
TRANSPORTATION & SAFETY

Dear Mr. Alford:

We enclose for filing with the Commission the signed original and two (2) copies of a transfer application pursuant to which Timothy M. Moore t/d/b/a Moore Movers who presently does not hold any operating authority from the Commission seeks authority to purchase the household goods portion of the operating authority held by Neel Transportation Company, a Pennsylvania corporation, at Docket No. A-00099691.

We are also enclosing a check in the sum of \$350 to cover the filing fee.

Please acknowledge receipt and filing of the enclosed on the duplicate copy of this letter of transmittal and return it to the undersigned in the self-addressed, stamped envelope provided.

Sincerely yours,

VUONO & GRAY

John A. Vuono

DOCUMENT
FOLDER

EXTRA COPY

CW/1994

Enclosure

cc: Timothy Moore t/d/b/a Moore Movers
Mr. Harvey K. Neel

ORIGINAL

APPLICATION FOR APPROVAL OF TRANSFER
AND EXERCISE OF COMMON OR CONTRACT CARRIER RIGHTS

RECEIVED
INFORMATION CONTROL

000100

96 JUL 19 AM 9:37

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Timothy M. Moore t/d/b/a
Moore Movers
(Applicant/Transferee-Buyer)

for approval of the transfer and to exercise the right
as a common carrier, described at Docket
(common-contract)

No. A-00099691, Folder No. _____, issued to
Neel Transportation Company
(Transferor-Seller)

for transportation of property *
(persons-property)

PUC USE ONLY 702093
Docket No. _____
Folder No. _____

RECEIVED
JUL 19 1996

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

BUREAU OF
TRANSPORTATION & SAFETY

DUCKETED
APPLICATION DOCKET

1. Timothy M. Moore
(Full and correct name of applicant/transferee)

2. t/d/b/a Moore Moving
(Trade name, if any)

AUG 21 1996

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

ENTRY No. TL

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

3. 326 West Maiden Street
(Business Street Address) (P.O. Box, if any)

Washington Washington PA 15301 (412) 341-2427
(City) (County) (State) (Zip) (Telephone)

* This application involves only the transfer of the household goods operating authorities as set forth on Appendix 12-3.

A- 113305

DOCUMENT
FOLDER

4. Applicant's attorney (for this application) is:
John A. Vuono, Esq. 2310 Grant Building
Vuono & Gray Pittsburgh, PA (412) 471-1800
(Name) (Address) (Telephone)

5. Any documents should be mailed to:
John A. Vuono, Esq. 2310 Grant Building
Transferee: Vuono & Gray Pittsburgh, PA 15219
(Name) (Address)
Harvey K. Neel, President R.D. No. 6, Box 516
Transferor: Neel Transportation Company Washington, PA 15301
(Name) (Address)

6. Applicant does not hold Pa. PUC authority under Docket Number
(does or does not)

A- N/A and operates as a N/A carrier.
(common or contract)

7. Applicant does not hold Interstate Commerce Commission authority
(does or does not)

at Docket No. N/A.

8. Applicant is (check one):

Individual.

Partnership. Must attach a copy of the partnership agreement (unless a copy is presently on file with PUC), and list names and addresses of partners below (use additional sheet if necessary).

(Name) (Address)

Corporation. Organized under the laws of the State of _____
and qualified to do business in Pennsylvania by registering with the Secretary of the
Commonwealth on _____ (Attach copy of Certificate of Incorporation
or Authority and statement of charter purpose). Include as an attachment a list of
corporate officers and their titles and the names, addresses and number of shares held
by each stockholder.

4. Applicant's attorney (for this application) is:
John A. Vuono, Esq. 2310 Grant Building
Vuono & Gray Pittsburgh, PA (412) 471-1800
(Name) (Address) (Telephone)

5. Any documents should be mailed to:
Transferee: John A. Vuono, Esq. 2310 Grant Building
Vuono & Gray Pittsburgh, PA 15219
(Name) (Address)
Transferor: Harvey K. Neel, President R.D. No. 6, Box 516
Neel Transportation Company Washington, PA 15301
(Name) (Address)

6. Applicant does not hold Pa. PUC authority under Docket Number
(does or does not)

A- N/A and operates as a N/A carrier.
(common or contract)

7. Applicant does not hold Interstate Commerce Commission authority
(does or does not)

at Docket No. N/A.

8. Applicant is (check one):

Individual.

Partnership. Must attach a copy of the partnership agreement (unless a copy is presently on file with PUC), and list names and addresses of partners below (use additional sheet if necessary).

(Name)	(Address)

Corporation. Organized under the laws of the State of _____ and qualified to do business in Pennsylvania by registering with the Secretary of the Commonwealth on _____ (Attach copy of Certificate of Incorporation or Authority and statement of charter purpose). Include as an attachment a list of corporate officers and their titles and the names, addresses and number of shares held by each stockholder.

9. If applicant, its stockholders or partnership members are in control of or affiliated with any other carrier, state name of carrier(s), Docket Number(s) and nature of control or affiliation.

Timothy M. Moore, transferee herein, owns all of the issued and outstanding stock of McKean & Burt, Inc., t/d/b/a All Ways Moving & Storage which holds a certificate of public convenience issued by the Commission at Docket No. A-00091652.

10. Applicant proposes to acquire part of the operating rights now held (all or part) by transferor. Attach sheet describing rights to be transferred to applicant and rights to be retained by transferor, if any. If any rights are to be omitted, give reasons. (See Appendix 12-3)

11. The reason for the transfer is Transferor has reached a decision to terminate its transportation of household goods in use in Pennsylvania.

12a. The following must be attached:

- Sales Agreement. (Appendix 12-1)
- List of equipment to be used to render service. (summarize by type) (Appendix 12-2)
- Operating authority to be transferred/retained. (Appendix 12-3)
- Statement of Financial Condition. (Appendix 12-4)
- Statement of unpaid business debts of transferor and how they will be satisfied. (Appendix 12-5)
- Statement of safety program. (Appendix 12-6)
- Statement of transferee's experience. (Appendix 12-7)

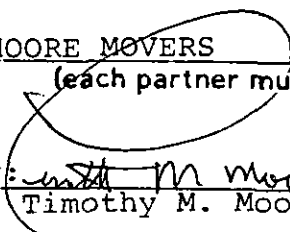
b. Attach the following, as appropriate (check those attached):

- Partnership Agreement.
- Trade Name registration certificate.
- Certificate of Incorporation. (Pa. Corporation only)
- Certificate of Authority. (Foreign ((out-of-state)) Corporation only) (Not Applicable)
- Statement of corporate charter purpose. (corporations only)
- List of corporate officers and stockholders. (corporations only)
- Copy of short form certificate showing date of death of transferor and name of executor or administrator/administratrix.

13. Transferor attests that all general assessments and fines are paid, that no annual reports are due and agrees to continue to render the service which is to be transferred until this application is approved, whereupon transferor will surrender said certificate or permit for cancellation.
14. Transferee agrees to assume and pay any General Assessments that may be made against transferor as a common carrier for any and all operating periods up to the actual date of the transfer. (This paragraph is subject to the provisions of paragraph 12 of the agreement of sale (Appendix 12-1)).

WHEREFORE, Transferee and Transferor request that the Commission grant the Transfer.

Transferee sign here: MOORE MOVERS 7-15-96
(each partner must sign) (Date)
(Corporate Seal)

By: 
Timothy M. Moore, Owner

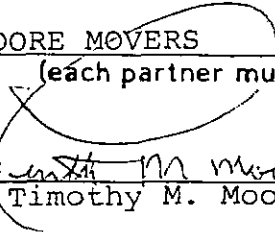
Transferor sign here: NEEL TRANSPORTATION COMPANY
(Corporate Seal)

By:  7-15-96
Harvey A. Neel, President

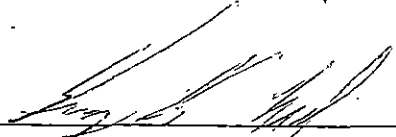
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Transferee sign here: MOORE MOVERS 7-15-96
(each partner must sign) (Date)
(Corporate Seal)

By: 
Timothy M. Moore, Owner

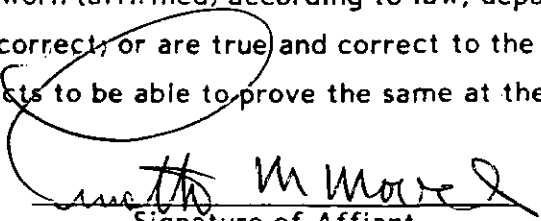
Transferor sign here: NEEL TRANSPORTATION COMPANY
(Corporate Seal)

By:  7-15-96
Harvey A. Neel, President

THIS MUST BE COMPLETED BY NOTARY PUBLIC
AFFIDAVIT OF TRANSFEREE/APPLICANT (Natural Person)

COMMONWEALTH OF PENNSYLVANIA :
 : ss:
WASHINGTON County :

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


Signature of Affiant
Timothy M. Moore

Sworn and subscribed before me this 15th
day of July 1996

My Commission Expires

Notarial Seal Holly J. Davitt, Notary Public Washington, Washington County My Commission Expires Sept. 27, 1997 Member, Pennsylvania Association of Notaries
--


Signature of Official Administering Oath

AFFIDAVIT OF TRANSFEREE/APPLICANT (Corporation)

COMMONWEALTH OF PENNSYLVANIA :
 : ss:
_____ County :

_____, being duly sworn (affirmed) according to law, desposes and says that he is _____ of _____,
(Office of Affiant) (Name of Corporation)

that he is authorized to and does make this affidavit for it; and that the facts above set forth are true and correct; or are true and correct to the best of his knowledge, information and belief and that he expects the said _____ to be able to prove the same
(Name of Corporation)

the same at the hearing hereof.

Signature of Affiant

Sworn and subscribed before me this _____
day of _____ 19 _____

My Commission Expires _____

Signature of Official Administering Oath



THIS MUST BE COMPLETED BY NOTARY PUBLIC
AFFIDAVIT OF TRANSFEROR/SELLER (Natural Person)

COMMONWEALTH OF PENNSYLVANIA :
: ss:
_____ County :

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

Signature of Affiant

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

Signature of Official Administering Oath

AFFIDAVIT OF TRANSFEROR/SELLER (Corporation)

COMMONWEALTH OF PENNSYLVANIA :
: ss:
WASHINGTON County :

Harvey K. Neel, being duly sworn (affirmed) according to law,
deposes and says that he is President of Neel Transportation Company ;
(Office of Affiant) (Name of Corporation)

that he is authorized to and does make this affidavit for it; and that the facts above set forth
are true and correct; or are true and correct to the best of his knowledge, information and belief
and that he expects the said Neel Transportation Company to be able to prove the
(Name of Corporation)

same at the hearing hereof.

Signature of Affiant
Harvey K. Neel

Sworn and subscribed before me this 15th
day of July 19 96
My Commission expires _____

Signature of Official Administering Oath

Notarial Seal
Holly J. Davin, Notary Public
Washington, Washington County
My Commission Expires Sept. 27, 1997
Member, Pennsylvania Association of Notaries

THIS/ MUST BE COMPLETED BY NOTARY PUBLIC
AFFIDAVIT OF TRANSFEROR/SELLER (Natural Person)

COMMONWEALTH OF PENNSYLVANIA :
: ss:
_____ County :

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

Signature of Affiant

Sworn and subscribed before me this _____
day of _____ 19 ____

My Commission Expires _____

Signature of Official Administering Oath

AFFIDAVIT OF TRANSFEROR/SELLER (Corporation)

COMMONWEALTH OF PENNSYLVANIA :
: ss:
WASHINGTON County :

Harvey K. Neel, being duly sworn (affirmed) according to law,
deposes and says that he is President of Neel Transportation Company ;
(Office of Affiant) (Name of Corporation)

that he is authorized to and does make this affidavit for it; and that the facts above set forth
are true and correct; or are true and correct to the best of his knowledge, information and belief
and that he expects the said Neel Transportation Company to be able to prove the
(Name of Corporation)
same at the hearing hereof.

Signature of Affiant
Harvey K. Neel

Sworn and subscribed before me this 15th
day of July 19 96
My Commission expires _____

Signature of Official Administering Oath

Notarial Seal
Holly J. Davin, Notary Public
Washington, Washington County
My Commission Expires Sept. 27, 1997
Member, Pennsylvania Association of Notaries



AGREEMENT

BETWEEN

NEEL TRANSPORTATION COMPANY ("SELLER")

AND

TIMOTHY M. MOORE
t/d/b/a MOORE MOVERS ("BUYER")

DATED

JULY 15th, 1996

TABLE OF CONTENTS

	<u>Page</u>
I. PREMISES.....	1
II. TERMS AND CONDITIONS.....	2
1. Purchase Agreement.....	2
2. Price and Payment.....	2
3. Application for Approval.....	3
4. Warranties as to Operating Rights.....	3
5. Denial of the Application.....	4
6. Approval of Application Subject to Restrictions.....	4
7. Appeals.....	5
8. No Assumption of Liabilities.....	6
9. SELLER's Representations and Warranties.	6
10. Employee Relations.....	7
11. No Broker's Fees or Commissions.....	8
12. PUC Assessments.....	9
13. Operating Rights Unique.....	9
14. Conditions Precedent.....	9
15. Survival of Representations and Warrant- ties.....	10
16. Arbitration.....	10
17. Closing Date.....	11
18. Rights of Successors and Assigns.....	11
19. Notices.....	11
20. Entire Agreement of Parties.....	12
21. Construction.....	12
22. Paragraph Headings.....	12
III. EXECUTION.....	13
<u>APPENDIX A</u> - Summary of Authority To Be Transferred	
<u>APPENDIX B</u> - Summary of Operating Authority To Be Retained	

AGREEMENT

THIS AGREEMENT is made this 15th day of July, 1996 between NEEL TRANSPORTATION COMPANY ("SELLER"), a Pennsylvania corporation having an office at R.D. No. 6, Washington, PA 15301, and TIMOTHY M. MOORE, an individual, t/d/b/a MOORE MOVERS ("BUYER"), having an office at 326 West Maiden Street, Washington, PA 15301.

I. PREMISES

A. SELLER is a motor common carrier of property and holds a certificate of public convenience issued by the Pennsylvania Public Utility Commission (PUC) at Docket No. A-00099691.

B. BUYER does not hold any operating authority from the PUC and therefore is a non-carrier within the meaning of the Pennsylvania Public Utility Code.

C. SELLER has agreed to sell and BUYER has agreed to buy free and clear of all liens and encumbrances, security interests and other claims, a portion of SELLER's operating rights, consisting of the household goods operating authority, as summarized on Appendix A.

D. This transaction will require the prior approval of the PUC. BUYER and SELLER will file and diligently prosecute an application with the PUC for approval of the transaction pursuant to 66 Pa. C.S.A. §1102 of the Pennsylvania Public Utility Code (herein called "the application").

II. TERMS AND CONDITIONS

In consideration of the mutual covenants and promises herein contained, the parties, intending to be legally bound, agree, represent and warrant as follows:

1. Purchase Agreement. SELLER will sell to BUYER and BUYER will buy, free and clear of all liens, encumbrances, security interests and other claims, a portion of the Pennsylvania intrastate operating rights owned by SELLER as set forth in its Certificate of Public Convenience at PUC Docket No. A-99691, consisting of its household goods operating authority as summarized on Appendix A hereto ("the operating rights").

2. Price and Payment. BUYER will pay to SELLER for the operating rights the total sum of Ten Thousand (\$10,000) Dollars to be paid as follows:

2.1 Three Thousand (\$3,000) Dollars on the closing date; and

2.2 The balance of Seven Thousand (\$7,000) Dollars in two (2) monthly installments, without interest, the first monthly installment in the sum of Three Thousand (\$3,000) Dollars to be due thirty (30) days after the closing date and the second monthly installment in the sum of Four Thousand (\$4,000) Dollars to be due sixty (60) days after the closing date.

3. Application for Approval. The parties agree that this transaction requires the prior approval of the PUC and that the transaction may not be consummated until final approval is secured by the PUC.

Accordingly, within ten (10) days after the execution of this agreement, the parties will jointly file with the PUC an application pursuant to 66 Pa. C.S.A. §1102 seeking permanent approval of the purchase of the operating rights by BUYER from SELLER.

Counsel for BUYER will prepare the necessary transfer application and BUYER shall pay all filing fees in connection therewith.

BUYER and SELLER will, with due diligence and in good faith, cooperate fully in the preparation, filing and prosecution of the applications and agree to join and execute any and all such application and other documents, subject to the approval of counsel. BUYER and SELLER and their respective counsel and accountants will supply such information as may be required, attend hearings, present testimony and otherwise cooperate to the end that approval of this transaction may be secured.

Each party shall bear the expenses of its legal counsel, its accountants and other witnesses.

4. Warranties as to Operating Rights. SELLER warrants and guarantees that the operating rights have been duly issued by the PUC; the rights are in full force and effect; the rights are no and will not be subject to any liens,

encumbrances, security interests or claims of any kind on the final closing date; and that there are and on the date of consummation will be no actions at law or equity, nor any proceedings before any agency pending or threatened against SELLER to revoke, suspend or otherwise restrict the operating authority.

5. Denial of the Application. If the PUC, by its final order, should deny approval of the application, this agreement shall terminate. In such event, the parties shall have no further rights or obligations under this agreement.

The terms and conditions of this paragraph shall be subject to the appeal provisions set forth in paragraph 7.

6. Approval of Application Subject to Restrictions. It is the intention of the parties that BUYER will purchase all of the operating rights set forth on Appendix A and that SELLER will retain the balance of the operating authority at Docket No. A-99691, except the authority set forth on Appendix A, which retained authority will be subject to the restriction set forth on Appendix B.

If the PUC, by its final order, approves the application, subject to conditions which restrict, delete or cancel any of the operating rights set forth at Appendix A or limit the use of the operating rights by BUYER in any way, BUYER shall have the option to declare this agreement null and void and forthwith terminate the agreement by giving SELLER written notice thereof within twenty (20) days after the service date of any such orders. In the absence of the exercise of

the aforesaid option, any such restrictions shall be considered modifications hereto and this agreement, as modified, shall remain in full force and effect.

The terms and conditions of this paragraph shall be subject to the appeal provisions set forth in paragraph 7.

7. Appeals. In the event the PUC, by its final order, should deny the application or grant the application subject to conditions of the type set forth in paragraph 6, either party may seek judicial review of those orders to the extent available.

In the event that either party elects to seek judicial review, the termination provisions set forth in paragraphs 5 and 6 above shall not become effective until the exhaustion of such judicial remedies. In such event, if the final order of the PUC denying the application is sustained by the court, this agreement shall be terminated in accordance with paragraph 5. If the final order of the PUC approving the application, subject to conditions, is sustained by the court, BUYER may exercise the right to terminate as set forth in paragraph 6 within twenty (20) days after the service of the order or judgment of the last Court of Review.

If either party elects to seek judicial review, the party so electing shall pay all expenses incurred in connection with the appeal, excluding counsel fees of the other party.

For the purposes of this agreement, the term "final order" shall be defined as an order of the PUC finally

determining the application, specifically (a) in the case of the denial of the application, upon the expiration of the period permitted by the Rules of Practice and regulations of the PUC or by the PUC order, whichever time period is greater, within which petitions for rehearing, reargument or reconsideration may be filed, or upon a denial of any such petitions, if filed; and (b) in the case of approval of such applications, the effective date of the order of approval unless stayed by the ICC or by a court.

8. No Assumption of Liabilities. This agreement involves only the purchase of operating rights by BUYER from SELLER. Accordingly, BUYER does not assume any claim, debts, causes of action, judgments or other liabilities or obligations of SELLER by reason of this agreement.

9. SELLER's Representations and Warranties. SELLER represents and warrants as follows:

9.1 SELLER is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania, and has full power and authority under its Articles of Incorporation or charter to engage in the business which it is now conducting.

9.2 SELLER is a motor carrier of property and is lawfully conducting operations under the operating rights. The Certificate of Public Convenience evidencing the operating rights is in good standing with the PUC and there are no citations, formal complaints, investigations or enforcement proceedings pending against SELLER by the PUC,

the Department of Transportation or any other regulatory agency applicable to the operating rights.

9.3 The operating rights are not subject to any prior claims, options to purchase, agreements of sale or other contracts or obligations of purchase and SELLER will not enter into any such contractual arrangements prior to the final closing date.

9.4 The Board of Directors of SELLER and, if necessary, the shareholders of SELLER have, by proper resolution, duly authorized the execution and delivery of this agreement, the filing of the necessary application with the PUC and the performance of such other actions as may be required to effectuate the purposes of this agreement. A certified copy of the aforesaid resolution of the Board of Directors of SELLER and any requisite resolution of the shareholders of SELLER shall be delivered to BUYER within ten (10) days after the date of execution of this agreement.

9.5 The execution and performance of this agreement by SELLER will not violate any provision of law or contravene any provision of the Articles of Incorporation or bylaws of SELLER.

In the event of any default by SELLER in the terms of this paragraph or any other provisions of this agreement, BUYER shall have the option either to declare this agreement null and void by giving SELLER written notice of termination or to exercise against SELLER all of BUYER's available remedies hereunder.

10. Employee Relations. It is agreed that this agreement involves the sale of only operating rights, a partial asset

only, and that the BUYER is not a successor employer to SELLER and has no obligation to hire any employees or to assume any employee obligations of SELLER.

SELLER represents that it is not a party to any collective bargaining agreements nor is it a party to any individual labor agreements with its employees. SELLER further acknowledges that BUYER has no obligations with respect to any employees of SELLER to provide employment, fringe benefit payments, vacation pay or any other benefits of employment nor any liability for any claims, grievances, labor disputes, charges or causes of action on the part of or in behalf of any employees or former employees of SELLER which may arise from or be related to events which occurred on or prior to the closing date.

SELLER agrees to indemnify and hold harmless BUYER from any liabilities, causes of action, suits or other claims arising under the terms of this subparagraph, including fees and expenses incurred in defending against any such claims.

11. No Broker's Fees or Commissions. BUYER and SELLER agree that to the best of their knowledge there are no claims for any finder's fees or broker's commission in connection with this transaction. Notwithstanding the foregoing, each of the parties agrees to indemnify the other against and hold it harmless from any and all liabilities (including reasonable attorney's fees and expenses incurred in defending such claims) for any finder's fees or broker's commission in connection with the transaction contemplated by this agreement, insofar as such claim shall be based on arrangements or agreements made or

allegedly made by or on behalf of the indemnifying party.

12. PUC Assessments. SELLER warrants that all general assessments heretofore made or that may be made pursuant to 66 Pa. C.S.A. §510 of the Pennsylvania Public Utility Code applicable to any and all operating periods up to and including the closing date will be the obligation of SELLER. Any general assessments applicable to periods subsequent to the closing date shall be the obligation of BUYER. In the event the PUC requires the payment of any such assessments due from SELLER as a condition precedent to the consummation of the permanent application, SELLER agrees to promptly pay any such assessments if it is financially able to do so. BUYER shall have the right to make payment of any such amounts directly to the PUC and to deduct such amounts from the consideration due SELLER on the final closing date and on subsequent installment payment dates. BUYER shall not, under any circumstances, be liable for or have responsibility to satisfy any obligations of SELLER as the result of this transaction.

13. Operating Rights Unique. The parties agree that the PUC operating rights which are the subject of this agreement are unique and are not otherwise obtainable.

14. Conditions Precedent. In addition to any other obligations imposed by this agreement, the fulfillment of the following conditions shall constitute conditions precedent to the enforcement of BUYER's obligations under this agreement:

14.1 The approval of the application by the issuance of a final order of the PUC, subject to the terms and conditions of this agreement. In the event this condition is not fulfilled, the rights and obligations of the parties will be governed by the applicable provisions of this agreement.

14.2 On the final closing date, the warranties and representations of SELLER as set forth herein have been fulfilled.

In the event any of the aforesaid warranties and representations are not met, BUYER shall have the option to terminate the agreement by giving SELLER written notice thereof within twenty (20) days after the occurrence of any such default.

15. Survival of Representations and Warranties. All provisions in this agreement applicable to BUYER and SELLER shall be deemed to be representations and warranties and shall survive the consummation of the transaction. SELLER acknowledges that all warranties, representations and covenants made in this agreement are for the purpose and with the intent of inducing BUYER to purchase the operating rights. BUYER acknowledges that all warranties, representations and covenants made in this agreement are for the purpose and with the intent of inducing SELLER to sell the operating rights.

16. Arbitration. Any dispute under this agreement shall be determined by arbitration conducted in accordance with the procedures of the American Arbitration Association. Each party shall appoint one arbitrator and notify the other of such appointment within ten (10) days after written request for

appointment of an arbitrator is received from the other party. If the party so requested fails to appoint an arbitrator, the party making the request shall be entitled to designate two arbitrators. The two arbitrators shall then select a third arbitrator.

The decision of a majority of the arbitrators shall be conclusive and binding upon the parties. The arbitrators shall have the right to determine how their decision may be implemented or enforced. There shall be no appeal from the decision of the arbitrators.

17. Closing Date. The closing date is the day selected by agreement of the parties within a period of thirty (30) days after the effective date of the final order of the PUC, approving the application or the thirtieth (30th) such day if no other day is selected. The transaction shall be consummated on the closing date at the offices of Vuono & Gray at Pittsburgh, PA at a time of day which is mutually agreed upon by the parties.

18. Rights of Successors and Assigns. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest, assigns and legal representatives.

19. Notices. Any notices, demands or other communications delivered or tendered under this agreement shall be in writing and shall be sufficient if sent by registered or certified mail with return receipt requested to the parties at the addresses shown below:

SELLER:

Mr. Harvey K. Neel
President
Neel Transportation Company
R. D. No. 6, Box 516
Washington, PA 15301

BUYER:

Mr. Timothy M. Moore
Moore Movers
326 West Maiden Street
Washington, PA 15301

Such notice shall be sufficient, whether accepted at the address referred to or not, if tendered at such address during the normal business hours by the United States Postal Service. The addresses may from time to time be changed by either party giving written notice pursuant to the terms of this paragraph.

20. Entire Agreement of Parties. This agreement cannot be changed orally and constitutes the entire contract between the parties hereto. It shall not be modified nor changed by any expressed or implied promises, warranties, guaranties, representations or other information unless expressly and specifically set forth in this agreement or an addendum thereto properly executed by the parties.


21. Construction. This agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

22. Paragraph Headings. The headings referring to the contents of paragraphs of this agreement are inserted for convenience and are not to be considered as part of this agreement nor a limitation on the scope of the particular paragraphs to which they refer.

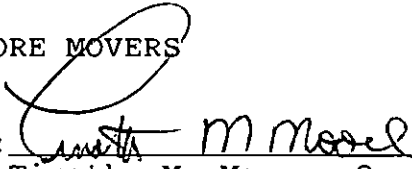
III. EXECUTION

IN WITNESS WHEREOF, the parties intending to be legally bound, have executed this agreement the day and year first above stated.

NEEL TRANSPORTATION COMPANY

By: 
Harvey K. Neel
President

MOORE MOVERS

By: 
Timothy M. Moore, Owner

APPENDIX A

SUMMARY OF AUTHORITY TO BE TRANSFERRED

Docket No. A-99691

To transport, as a Class D carrier, household goods in use between points in the city of Washington, Washington County, and within fifteen (15) miles by the usually traveled highways of the limits of said city.

To transport, as a Class D carrier, household goods in use from points in the city of Washington, Washington County, and within fifteen (15) miles by the usually traveled highways of the limits of said city to other points in Pennsylvania, and vice versa.

APPENDIX B

SUMMARY OF OPERATING AUTHORITY TO BE RETAINED

DOCKET NO. A-99691

To transport, as a Class B carrier, merchandise, groceries, foodstuffs, packages and parcels between points in the city of Washington and the borough of East Washington, Washington County, and within five (5) miles, by the usually traveled highways, of the limits of said city.

To transport, as a Class D carrier, groceries from retail stores in the city of Washington, Washington County, to customers of the said stores in the boroughs of Claysville, Houston and Canonsburg, Washington County, and intermediate points on U. S. Highways Nos. 40 and 19.

To transport, as a Class D carrier, property (except household goods in use) between points in the city of Washington, Washington County, and within fifteen (15) miles by the usually traveled highways of the limits of said city.

To transport, as a Class D carrier, coal from mines in the county of Washington to points in the city of Washington and within fifteen (15) miles by the usually traveled highways of the limits of said city.

To transport, as a Class D carrier, mine supplies and gas and oil well supplies and products from the city of Washington and the borough of East Washington, Washington County, to mines and wells in the counties of Washington and Greene, and vice versa; and between said mines and wells.

To transport, as a Class D carrier, building construction materials such as are usually transported in bulk in dump trucks between points not to exceed a distance of twenty-five (25) miles from point of origin to point of destination the county of Washington.

APPLICATION OF
TIMOTHY M. MOORE, t/d/b/a
MOORE MOVING

APPENDIX 12-2

MOTOR VEHICLE EQUIPMENT

<u>TYPE</u>	<u>MAKE</u>	<u>YEAR</u>	<u>VEHICLE NO.</u>
Truck	International	1991	1HTSDN4NXMH376778

APPLICATION OF
TIMOTHY M. MOORE, t/d/b/a
MOORE MOVING

APPENDIX 12-3

SUMMARY OF OPERATING AUTHORITY TO BE TRANSFERRED/RETAINED

Docket No. A-99691

To transport, as a Class D carrier, household goods in use between points in the city of Washington, Washington County, and within fifteen (15) miles by the usually traveled highways of the limits of said city.

To transport, as a Class D carrier, household goods in use from points in the city of Washington, Washington County, and within fifteen (15) miles by the usually traveled highways of the limits of said city to other points in Pennsylvania, and vice versa.

APPLICATION OF
TIMOTHY M. MOORE, t/d/b/a
MOORE MOVING

APPENDIX 12-3
(continued)

SUMMARY OF OPERATING AUTHORITY TO BE RETAINED

DOCKET NO. A-99691

To transport, as a Class B carrier, merchandise, groceries, foodstuffs, packages and parcels between points in the city of Washington and the borough of East Washington, Washington County, and within five (5) miles, by the usually traveled highways, of the limits of said city.

To transport, as a Class D carrier, groceries from retail stores in the city of Washington, Washington County, to customers of the said stores in the boroughs of Claysville, Houston and Canonsburg, Washington County, and intermediate points on U. S. Highways Nos. 40 and 19.

To transport, as a Class D carrier, property (except household goods in use) between points in the city of Washington, Washington County, and within fifteen (15) miles by the usually traveled highways of the limits of said city.

To transport, as a Class D carrier, coal from mines in the county of Washington to points in the city of Washington and within fifteen (15) miles by the usually traveled highways of the limits of said city.

To transport, as a Class D carrier, mine supplies and gas and oil well supplies and products from the city of Washington and the borough of East Washington, Washington County, to mines and wells in the counties of Washington and Greene, and vice versa; and between said mines and wells.

To transport, as a Class D carrier, building construction materials such as are usually transported in bulk in dump trucks between points not to exceed a distance of twenty-five (25) miles from point of origin to point of destination the county of Washington.

Timothy M. Moore
Statement of Financial Condition
As of December 31, 1995

ASSETS

Current Assets

Cash - Checking Account	\$ 1,600
Investment - 401K Plan	20,000
Investment - USAir Stock	180
Total Current Assets	<u>\$ 21,780</u> ✓

Fixed and Personal Assets

Personal Possessions	<u>\$ 2,500</u>
Total Fixed and Personal Assets	<u>\$ 2,500</u>

Investments

Land and Building	\$ 250,000
McKean & Burt, Inc.	150,000
Total Investments	<u>\$ 400,000</u>
TOTAL ASSETS	<u><u>\$ 424,280</u></u> ✓

LIABILITIES AND NET WORTH

Current Liabilities

Accounts and Credit Cards Payable	<u>\$ 500</u>
Total Current Liabilities	<u>\$ 500</u> ✓

Estimated Income Taxes On the Difference Between Estimated Values of Assets and the Tax Basis of those Assets	112,000
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Net Worth of Timothy M. Moore	<u>311,780</u> ✓
TOTAL LIABILITIES AND NET WORTH	<u><u>\$ 424,280</u></u>

APPLICATION OF
TIMOTHY M. MOORE t/d/b/a
MOORE MOVING

APPENDIX 12-5

STATEMENT OF UNPAID BUSINESS DEBTS OF TRANSFEROR
AND HOW THEY WILL BE SATISFIED

Transferor will satisfy any unpaid business bad debts from its present cash reserves and the proceeds from the sale of the operating rights.

APPLICATION OF
TIMOTHY M. MOORE, t/d/b/a
MOORE MOVING

APPENDIX 12-6

Statement of Safety Program

Applicant intends to maintain a complete safety program to be conducted in accordance with the safety regulations of the Pennsylvania Department of Transportation, the Federal Department of Transportation and the Pennsylvania Public Utility Commission. Under this program all drivers will be investigated and thoroughly examined prior to employment. Before a driver is assigned to a vehicle, he must successfully demonstrate his ability to operate such equipment safely. During the time of his employment, the driver will be periodically given safety instructions that require him to meet certain high standards of operation. The program will also include safety meetings where discussions are conducted concerning the safe operation of equipment.

Applicant also intends to implement a preventive maintenance program which will require the checking and servicing of equipment on a regular basis. No equipment will be dispatched or utilized until known defects are corrected.

APPLICATION OF
TIMOTHY M. MOORE t/d/b/a
MOORE MOVING

APPENDIX 12-7

Statement of Transferee's Experience

Timothy M. Moore t/d/b/a Moore Moving has been involved in the transportation of household goods and office furniture and equipment in use for a number of years. He presently owns all of the issued and outstanding stock of McKean & Burt, Inc., t/d/b/a All Ways Moving & Storage which holds authority from this Commission at Docket No. A-91652. Pursuant to that authority, it has provided extensive service between points in Washington County and from points in that county to points in Pennsylvania and vice versa. It is also an agent of a major van lines company and as a result has had experience in the over-the-road movement of household goods and related commodities.

Transferee is in a position to immediately begin providing service under the former Neel Transportation Company rights and is financially able to secure such additional equipment and facilities as may be required to provide that service.

Transferee is familiar with the safety regulations of the Pennsylvania Public Utility Commission and the Pennsylvania Department of Transportation. If this application is approved, Transferee will take such actions as may be necessary to assure that it is in compliance with all of the Commission's regulations.



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

IN REPLY PLEASE
REFER TO OUR FILE

August 30, 1996

JOHN A VUONO
ATTORNEY AT LAW
2310 GRANT BUILDING
PITTSBURGH PA 15219-2383

In re: A-00113305 - Application of Timothy M. Moore, t/d/b/a Moore Movers

Dear Sir:

Acknowledgement is made of an application filed by you on behalf of Timothy M. Moore, t/d/b/a Moore Movers.

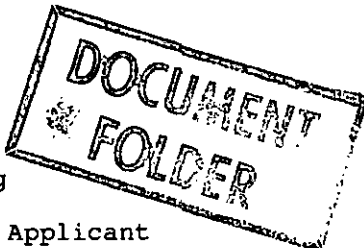
The application has been captioned as attached and will be submitted for review, provided no protests are filed on or before September 23, 1996.

This application is accepted with the understanding that the transferor will continue to render the service and comply with all the rules of the Commission, including the carrying of continuous insurance, until final disposition is made of the application by the Commission.

You are further advised that the above application will be published in the Pennsylvania Bulletin of August 31, 1996.

Very truly yours,

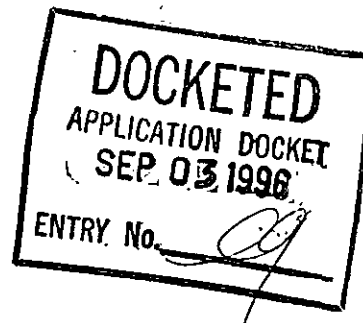
Peter S. Marzolf, Supervisor
Application Review Section
Bureau of Transportation & Safety



PSM:lg

cc: Applicant

TIMOTHY M MOORE
MOORE MOVERS
326 WEST MAIDEN STREET
WASHINGTON PA 15301



A-00113305 TIMOTHY M. MOORE, T/D/B/A MOORE MOVERS (326 West Maiden Street, Washington, Washington County, PA 15301), (1) household goods in use, between points in the city of Washington, Washington County, and within fifteen (15) miles by the usually traveled highways of the limits of the said city, and (2) house hold goods in use, from points in the city of Washington, and within fifteen (15) miles by the usually traveled highways of the said city, to other points in Pennsylvania, and vice versa; which is to be a transfer of part of the rights issued to Neel Transportation Co., Inc., under the certificate issued at A-00099691, subject to the same limitations and conditions. Attorney: John A. Vouno, 2310 Grant Building, Pittsburgh, PA 15219-2383.

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

AUG 31 1996

Published in Pennsylvania Bulletin

BUREAU OF TRANSPORTATION AND SAFETY
COMMON CARRIER
AUGUST 1996

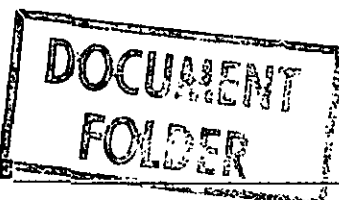
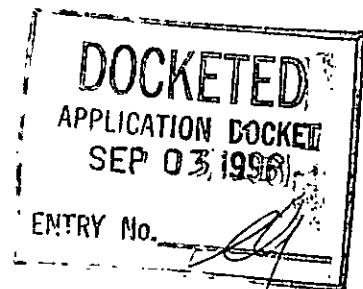
A-00113305

limits of Application of Timothy M. Moore, t/d/b/a Moore Movers, for the right to begin to transport, as a common carrier, by motor vehicle, (1) household goods in use, between points in the city of Washington, Washington County, and within fifteen (15) miles by the usually traveled highways of the limits of the said city, and (2) house hold goods in use, from points in the city of Washington, and within fifteen (15) miles by the usually traveled highways of the said city, to other points in Pennsylvania, and vice versa; which is to be a transfer of part of the rights issued to Neel Transportation Co., Inc., under the certificate issued at A-00099691, subject to the same limitations and conditions. *Washington County*

TLZ:tz

8/21/96

Application Received: July 19, 1996
Application Docketed: August 21, 1996



PROTESTS DUE

SEP 23 1996