

Law Offices

VUONO & GRAY

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Pittsburgh, PA 15219-2383

September 10, 1996

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**Also Admitted in Florida*

RECEIVED
Telephone
(412) 471-1800
SEP. 16 1996

Facsimile
(412) 471-4477
BUREAU OF
TRANSPORTATION & SAFETY

Re: Timothy Moore t/d/b/a Moore Movers--Transferee
and Neel Transportation Company--Transferor
Docket No. A-00113305
Our File 4376

Ms. Gale E. Travitz
Technical Review Section
Bureau of Transportation
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

**BY FACSIMILE
(HARD COPY TO FOLLOW)
(717) 787-5961**

Dear Ms. Travitz:

In accordance with our telephone conversation today, we have prepared and we are enclosing the form of promissory note which will be issued by the Transferee to the Transferor on the closing date of the transaction pursuant to PUC approval. The only change in the note to be issued will be the insertion of the closing date.

In reviewing the Pennsylvania Bulletin notice which appeared on August 31, a copy of which is enclosed, we note a minor discrepancy in paragraph (2). As published the notice omits the reference to "Washington County" after "city of Washington" and after the words "traveled highways of the" omits the words "limits of". I do not believe that these are substantial changes which require republication of the notice. However, I thought they should be brought to your attention so that the final authority when granted will be consistent with the rights as presently contained in the Transferor's certificate.

If you have any questions concerning any of these matter, please call.

**DOCUMENT
FOLDER**

Sincerely yours,

VUONO & GRAY

John A. Vuono

DOCKETED
APPLICATION DOCKET
SEP 16 1996
ENTRY No. _____

cw/2390

Enclosure

cc: Mr. Timothy Moore

PROMISSORY NOTE

RECEIVED

Amount: \$7,000.00

Date: (Closing Date) P 16 1993

BUREAU OF
TRANSPORTATION & SAFETY

FOR VALUE RECEIVED, the undersigned, TIMOTHY M. MOORE, an individual t/d/b/a Moore Movers ("MAKER"), having an office at 326 West Maiden Street, Washington, PA 15301, promises to pay to NEEL TRANSPORTATION COMPANY ("PAYEE"), a Pennsylvania corporation having an office at R.D. #6, Washington, PA 15301, the sum of Seven Thousand (\$7,000) Dollars, without interest, in two installments as follows: (1) Three Thousand (\$3,000) Dollars thirty (30) days after the date of this Promissory Note (herein called "the note"); and (2) Four Thousand (\$4,000) Dollars sixty (60) days after the date of this Note.

This note is subject to the following conditions:

1. The principal is due and payable pursuant to the Asset Purchase Agreement entered into between MAKER and PAYEE on July 15, 1996. This note is subject to the terms and conditions of that agreement.
2. The payments due pursuant to this note shall be made by MAKER to PAYEE at R.D. #6, Washington, PA 15301, or at such other address as may be designated from time to time by PAYEE to MAKER.
3. Upon payment of the principal due, the note shall be appropriately marked "Satisfied" by PAYEE and returned to MAKER.
4. Neither the failure or any delay on the part of PAYEE to exercise any right, power or privilege under this note shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under this note preclude any other or further exercise thereof, or the exercise of any right, power or privilege.
5. All rights, powers and privileges granted to PAYEE under this note shall be available to the heirs, administrators, successors and assigns of PAYEE as fully and with the same effect as though Payee were exercising said rights, power or privileges.

6. This note and the obligations hereunder shall be binding upon MAKER, its successors and assigns.

IN WITNESS WHEREOF, MAKER, intending to be legally bound hereby, has executed this promissory note on the day and year first above written.

MOORE MOVERS

By: _____
Timothy M. Moore, Owner

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 15 miles by the usually traveled highways of the limits of the said city, and (2) household goods in use, from points in the city of Washington, and within 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. Vuono, 2310 Grant Building, Pittsburgh, PA 15219-2383.