Law Offices

VUONO & GRAY

2310 Grant Building Pittsburgh, PA 15219-2383

September 10, 1996



Faceimile (412) 471-4477 SAFETY TRANSPORIATION 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

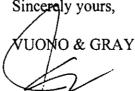
Dear Ms. Travitz:

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 <u>Pennsylvania Bulletin</u> 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.





John A. Vuono

cw/2390 Enclosure cc: Mr. Timothy Moore



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

PROMISSORY NOTE

Amount: <u>\$7,000.00</u>

Date: (Closing Date) P 16 1983

BUREAU OF BUREAU OF AT ION & SAFETU

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

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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.

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