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BRACKEN CONSTRUCTION COMPANY

POST OFFICE BOX 186
PHONE (814) 745-2811 FAX (814) 745-27103
SLIGO, PENNSYLVANIA 16255

PAVING ROADS, DRIVEWAYS AND PARKING AREAS

CONTRACT HAULING

October 30, 1996

U.S. Nuclear Regulatory Commission
Glenda C. Jackson, Chief
License Fee Section
Mail Stop T9 E10
Washington, D.C. 20555-0001

Nuclear License Termination #37-19357-01

Dear Ms. Jackson:

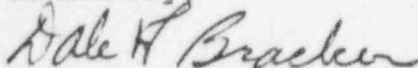
The purpose of this letter is to follow up on the previous correspondences in regards to Bracken Construction Company's Nuclear license termination request.

I am requesting the \$800 one-half annual fee be waived because Bracken Construction Company sold to IA Construction Corporation on September 8, 1995. On that date all such licenses were transferred to IA Construction Corporation.

Please find enclosed a copy of the front and last page of the sale agreement verifying the sale transaction between Bracken Construction Company and IA Construction Corporation.

Also please note, Bracken Construction Company has been liquidated in 1996, therefore no funds exist to pay this bill.

Sincerely,



Dale A. Bracken

Enclosures

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PDR ADOCK 03017484
C PDR

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Dale A. Bracken
Dale A. Bracken

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BRACKEN CONSTRUCTION COMPANY

POST OFFICE BOX 186
PHONE (814) 745-2811 FAX (814) 745-2403
SLIGO, PENNSYLVANIA 16255

PAVING ROADS, DRIVEWAYS AND PARKING AREAS

CONTRACT HAULING

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LAND AND ASSET PURCHASE AGREEMENT

THIS AGREEMENT, made this 8th day of September, 1995 by and between Bracken Construction Co., a Pennsylvania corporation with its principal place of business located in Sligo, Pennsylvania (hereinafter called "Seller") and IA Construction Corporation, a Pennsylvania corporation with its principal place of business in Concordville, Pennsylvania (hereinafter called "Purchaser").

1. RECITALS.

- 1.1 Seller is engaged in the construction business in the Commonwealth of Pennsylvania including the construction of roads, and the manufacture and supply of Bituminous Concrete (the "Business").
- 1.2 Seller wishes to sell to Purchaser and Purchaser wishes to purchase from Seller, substantially all of Seller's assets utilized in the Business specified in Paragraph 1.1 above.

2. PURCHASE AND SALE OF ASSETS.

2.1 Enumeration of Assets. At the Closing (as specified in Paragraph 11 of this Agreement), Seller shall sell, transfer, convey and assign to Purchaser and Purchaser shall purchase, accept and acquire from Seller, free and clear of all liens, security interest, charges or other encumbrances, all of Seller's right, title and interest in and to the following assets associated with the Business (hereinafter collectively referred to as the "Assets"):

- a) All those certain plots, pieces or parcels of land (the "Lands"), together with the buildings and improvements thereon (the "Buildings"), situated, lying, and being in (1) the Township of Mercer, Butler County, Pennsylvania and (2) the Township of Paint, Clarion County, Pennsylvania; and being more particularly described in the attached Schedule A (the Lands and Buildings collectively referred to as the "Property");

Together with all right, title and interest of the Sellers in and to all fixtures, leases, permits, easements, contract rights and the like, now or hereafter affixed to, used in or made in conjunction with the ownership and/or operation of the Property.

- b) All right, title and interest in four (4) Bituminous Concrete production facilities located on the Property or elsewhere (more particularly described in the attached Schedule B) and all of Seller's construction equipment and chattels utilized by Seller in the Business (the "Other Assets") including, but not limited to,

-11-

(b) Applicable Law.

This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania.

(c) Employees.

At closing, Seller shall terminate the employment of all employees of Seller utilized in the Business. Seller shall be responsible for the for the payment of any accrued sick or vacation pay, severance pay and profit sharing plan payments, if any, or any other costs or expenses incidental to such termination.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Bracken Construction Company, Inc. (Seller)

By LaVern Bracken Pres

LA Construction Corporation (Purchaser)

By George B. Searle
George B. Searle, President

