

PILLAR AND MULROY, P.C.

ATTORNEYS-AT-LAW
SUITE 700

312 BOULEVARD OF THE ALLIES
PITTSBURGH, PA 15222 - 1916

TELEPHONE (412) 471-3300
FAX: (412) 471-6068

LPW

JOHN A. PILLAR
THOMAS M. MULROY
ANTHONY A. SEETHALER, JR.

April 6, 1992

Re: Aim Leasing Drivers Company,
t/a Aim Dedicated--Purchase--
Cougar Trucking, Inc.
File No. 1423-1

RECEIVED

APR 8 1992

SECRETARYS OFFICE
Public Utility Commission

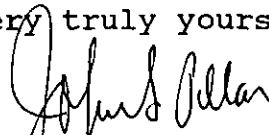
Hon. John G. Alford, Secretary
Pennsylvania Public Utility Commission
P. O. Box 3265
Harrisburg, PA 17120

Dear Mr. Alford:

Enclosed for filing are the original and two copies of an application on behalf of Aim Leasing Drivers Company, t/a Aim Dedicated, to purchase the authority held by Cougar Trucking, Inc. at A-00101251, F.3. Also enclosed are the original and two copies of a petition to convert the contract carrier permit of Aim Leasing Drivers Company, t/a Aim Dedicated, to a certificate of public convenience. The filing fee, in the amount of \$350.00 is also enclosed.

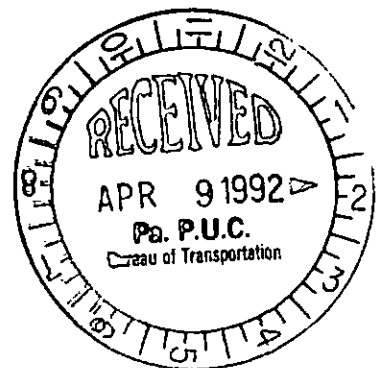
Please acknowledge receipt of the enclosures and advise the undersigned if anything further is required to process this application.

Very truly yours,



JOHN A. PILLAR

SW
Enclosures
cc: Aim Leasing Drivers Company (w/encl.)



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

LPW
RECEIVED

APR 3 1992

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

SECRETARYS FILE
Public Utility Commission

AIM LEASING DRIVERS COMPANY,

Application of t/a AIM DEDICATED

(Applicant/Transferee-Buyer)

for approval of the transfer and to exercise the right

as a common carrier, described at Docket
(common-contract)

No. A-00101251, Folder No. 3, issued to

COUGAR TRUCKING, INC.

(Transferor-Seller)

PUC USE ONLY
Docket No. A-00101251
Folder No. 2

for transportation of property
(persons-property)

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

RECEIVED
APR 9 1992
Pa. P.U.C.
Bureau of Transportation

1. AIM LEASING DRIVERS COMPANY, t/a AIM DEDICATED
(Full and correct name of applicant/transferee)

2. AIM DEDICATED
(Trade name, if any)

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

Commonwealth on 6/24/91 (attach copy of stamped registration form.)
(date)

3. 1500 Trumbull Road
(Business Street Address) (P.O. Box, if any)

Girard OH 44420 (216) 759-0438
(City) (County) (State) (Zip) (Telephone)

DOCUMENT
FOLDER

DOCKETED
APPLICATION DOCKET
APR 30 1992
ENTRY No. 24

4. Applicant's attorney (for this application) is: JOHN A. PILLAR, ESQ., Pillar and Mulroy, P.C., Suite 700, 312 Boulevard of the Allies, Pittsburgh, PA 15222 (412) 471-3300
(Name) (Address) (Telephone)

5. Any documents should be mailed to:
AIM LEASING DRIVERS COMPANY, t/a AIM DEDICATED,
Transferee: 1500 Trumbull Road, Girard, OH 44420
(Name) (Address)

Transferor: COUGAR TRUCKING, INC., P. O. Box 556, Ligonier, PA 15658
(Name) (Address)

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

A- 109844 and operates as a contract* carrier.
(common or contract)

*Petition to convert contract carrier authority to common carrier is being filed simultaneously herewith.

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

at Docket No. _____.

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 Ohio

and qualified to do business in Pennsylvania by registering with the Secretary of the

Commonwealth on 6/24/91 (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.

N/A

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.

11. The reason for the transfer is _____

12a. The following must be attached:

- Sales Agreement.
- List of equipment to be used to render service. (summarize by type)
- Operating authority to be transferred/~~retained~~ See Appendix "A" to agreement.
- Statement of Financial Condition.
- Statement of unpaid business debts of transferor and how they will be satisfied. THIS IS A PARTIAL TRANSFER AND TRANSFEREE IS ASSUMING NO UNPAID BUSINESS DEBTS OF TRANSFEROR.
- Statement of safety program.
- Statement of transferee's experience.

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)
- 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.

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

AIM LEASING DRIVERS COMPANY,
t/a AIM DEDICATED

Transferee sign here: By: Thomas J. Fleming 2-27, 1992
(each partner must sign) (Date)
(Corporate Seal) Thomas J. Fleming, President

COUGAR TRUCKING, INC.

Transferor sign here: By: [Signature] Feb 24, 1992
(Corporate Seal) President

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

COMMONWEALTH OF PENNSYLVANIA :
: ss:
_____ County :

THOMAS J. FLEMING, being duly sworn (affirmed) according to law, deposes and says that he is PRESIDENT of AIM LEASING DRIVERS COMPANY, t/a AIM DEDICATED,
(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 AIM LEASING DRIVERS COMPANY to be able to prove the same
t/a AIM DEDICATED (Name of Corporation)
the same at the hearing hereof.

Thomas J. Fleming
Signature of Affiant
Thomas J. Fleming

Sworn and subscribed before me this 27
day of February 19 92
My Commission Expires July 9, 1992

Cynthia Eden
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:

Westmoreland County :

James W. Cooper, being duly sworn (affirmed) according to law,
deposes and says that he is President of COUGAR TRUCKING, INC.;
(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 COUGAR TRUCKING, INC. to be able to prove the
(Name of Corporation)
same at the hearing hereof.

Signature of Affiant

Sworn and subscribed before me this 24th

day of Feb 19 92

My Commission expires _____

Notarial Seal
Debra C. Oyler, Notary Public
Ligonier Boro. Westmoreland County
My Commission Expires Aug. 21, 1993

Member, Pennsylvania Association of Notaries

Debra C. Oyler
Signature of Official Administering Oath

A G R E E M E N T

THIS AGREEMENT is made this 24 day of February, 1992, between COUGAR TRUCKING, INC. (SELLER), a Pennsylvania corporation domiciled in Ligonier, Westmoreland County, Pennsylvania, and AIM LEASING DRIVERS COMPANY, t/a AIM DEDICATED (BUYER), an Ohio corporation having its office in Girard, Ohio.

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-00101251, Folder 3.

B. BUYER is a motor contract carrier of property and holds a Permit issued by the PUC at Docket A-00109844.

C. SELLER has agreed to sell, and BUYER has agreed to buy, free and clear of all liens, encumbrances, security interests and other claims, SELLER's operating rights issued by the PUC at Docket No. A-00101251, Folder 3, a true copy of which is attached hereto as Appendix "A" (herein called "the operating rights").

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 permanent application").

E. The parties understand that as a condition to approval of this transaction, BUYER will simultaneously file a petition to convert its contract carrier permit to a certificate of public convenience.

I. PREMISES

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, all of the Pennsylvania intrastate operating rights owned by SELLER in its Certificate of Public Convenience issued by the PUC at Application Docket No. A-00101251, Folder 3 (see Appendix "A" attached hereto).

2. Price and Payment

BUYER will pay to SELLER for the operating rights the total sum of Two Thousand (\$2,000.00) Dollars, to be paid in cash, at closing.

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 from the PUC.

Accordingly, within thirty (30) days after the execution of this agreement, the parties will jointly file with the PUC a permanent application, pursuant to 66 Pa. C.S.A. § 1102, seeking approval of the purchase of the operating rights by BUYER from SELLER. Simultaneously, BUYER will petition the PUC to convert its contract carrier permit to a certificate of public convenience so that approval of this transaction will not violate § 2504 of the Public Utility Code.

BUYER and SELLER will, with due diligence and in good faith, cooperate fully in the preparation, filing and prosecution of the application and agree to join in and execute any and all such applications and other documents, subject to the approval of counsel.

BUYER will have its counsel prepare the necessary application and petition at BUYER's expense. BUYER and SELLER will supply such information as may be required, attend hearings and present testimony if necessary, and otherwise cooperate to the end that approval of this transaction may be secured.

4. Warranties As To Operating Rights

SELLER warrants and guarantees that the operating rights have been fully issued by the PUC; the rights are in full force and effect, the rights 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 Permanent Application

If the PUC, by its final order, should deny approval of the permanent 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 Permanent 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".

If the PUC, by its final order, approves the permanent application, subject to conditions which materially restrict, delete or cancel any of the operating rights or materially limit the use of the operating rights set forth on Appendix "A", or materially 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 ten (10) days after the service date of any such order.

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 permanent application or grant the permanent 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 permanent 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 permanent application, subject to conditions, is sustained by the court, BUYER may exercise its rights 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; and (b) in the case of approval of such applications, the effective date of the order of approval unless stayed by the PUC 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 claims, debts, causes of action, judgments or other liabilities or obligations of SELLER by reason of this agreement.

9. 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 the closing date will be the obligation of SELLER. Any general assessments applicable to periods subsequent to the aforesaid 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. In the event any such assessments are not paid by SELLER, BUYER shall have the right to deduct from the consideration due SELLER on the final closing date, the total amount of any such

assessments or other charges due the PUC and make payment of such amounts directly to the PUC and to pay any balance of the consideration to SELLER. BUYER shall not, under any circumstances, be liable for, or have responsibility to satisfy any obligations of SELLER as the result of this transaction.

10. Closing Date

The final 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 permanent application, or the thirtieth (30th) such day if no other day is selected. The transaction shall be consummated on the final closing date at the time of day and place mutually agreed upon by the parties.

11. 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.

12. 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:

COUGAR TRUCKING, INC.
210 East Main Street
Ligonier, PA 15658

BUYER:

AIM LEASING DRIVERS COMPANY, t/a AIM DEDICATED
1500 Trumble Road
Girard, OH 44420

A copy of any such communication shall also be mailed to the following legal counsel:

FOR THE BUYER:

John A. Pillar, Esq.
Pillar and Mulroy, P.C.
Suite 700
312 Boulevard of the Allies
Pittsburgh, PA 15222

13. Construction

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

14. Entire Agreement of Parties

This agreement cannot be changed orally and constitutes the entire contract between the parties hereto. It shall not be modified or changed by any expressed or implied promises, warranties, guarantees, representations or other information, unless expressly and specifically set forth in this agreement or an addendum thereto properly executed by the parties.

15. 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.

ATTEST:

Neil L. Lof

ATTEST:

Hebra P. Ogler

AIM LEASING DRIVERS COMPANY
t/a AIM DEDICATED (BUYER)

By: Norman D. Deming

COUGAR TRUCKING, INC. (SELLER)

By: James W. Coyle
President

COUGAR TRUCKING, INC.
RATES AND RULES
GOVERNING THE
TRANSPORTATION OF

To transport, as a Class D carrier, new building materials and supplies, new electronic equipment and non-perishable food items from the facilities of wholesale and retail establishments located in the borough of Whitehall, Allegheny County, to points in said borough, and from points in said borough, to points in Pennsylvania, and vice versa.

subject to the following conditions:

- (1) That no right, power or privilege is granted to transport commodities in bulk, in dump vehicles.
- (2) That no right, power or privilege is granted to render service for A.T. & T. Technologies, Inc. or Bell of Pennsylvania.

ISSUED: December 13, 1989

EFFECTIVE: December 14, 1989

Issued under Pennsylvania Code, Title 52, Section 23.42

ISSUED BY:

COUGAR TRUCKING, INC.
210 East Main Street
Ligonier, PA 15658
(412) 238-6601

APPENDIX "A"

AIM LEASING DRIVERS COMPANY
1500 Trumbull Road, Girard, Ohio 44420

EQUIPMENT LIST :

1988	MACK MIDLINER	22 FT.	REFRIGERATED	ST-TRUCK
1988	MACK MIDLINER	22 FT.	REFRIGERATED	ST-TRUCK
1988	MACK MIDLINER	22 FT.	REFRIGERATED	ST-TRUCK
1988	MACK MIDLINER	22 FT.	REFRIGERATED	ST-TRUCK
1988	MACK MIDLINER	22 FT.	REFRIGERATED	ST-TRUCK
1988	MACK MIDLINER	22 FT.	REFRIGERATED	ST-TRUCK
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1988	MACK MIDLINER	22 FT.	REFRIGERATED	ST-TRUCK
1988	MACK MIDLINER	22 FT.	REFRIGERATED	ST-TRUCK
1989	MACK MIDLINER	22 FT.	REFRIGERATED	ST-TRUCK
1989	MACK MIDLINER	22 FT.	REFRIGERATED	ST-TRUCK
1990	MACK MIDLINER	22 FT.	REFRIGERATED	ST-TRUCK
1990	MACK MIDLINER	22 FT.	REFRIGERATED	ST-TRUCK

TOTALS	(9)	1988
	(2)	1989
	(2)	1990



Truck Leasing Specialists

PROFIT AND LOSS STATEMENT - REPORTING PERIOD 11/26/79 TO 11/30/79

GLP:R60

	REPORTING PERIOD		YEAR TO DATE		DATE		PERIOD	
	ACTUAL	RATIO	BUDGET	RATIO	ACTUAL	RATIO	BUDGET	RATIO
REVENUE - DRIVERS LEASE	151,527.99	100.00	99,000.00	100.00	1,093,596.35	100.00	990,000.00	100.00
TOTAL REVENUE	151,527.99	100.00	99,000.00	100.00	1,093,596.35	100.00	990,000.00	100.00
OPERATING EXPENSES								
DRIVERS WAGES	37,216.86	23.24	.00	.00	447,139.29	41.07	.00	.00
DRIVER WAGES-WHOLEY	30,403.15	20.06	29,500.00	32.70	115,993.23	16.61	324,500.00	32.73
TRAVEL-WHOLEY	7,997.38	5.21	5,700.00	6.33	29,226.29	2.74	62,700.00	6.33
INSURANCE-WHOLEY	5,131.36	3.45	3,000.00	3.32	18,981.41	1.73	33,000.00	3.33
LEASED FIXED-WHOLEY	21,364.72	14.23	20,200.00	22.44	85,875.01	7.85	222,200.00	22.44
SALES & MAINTENANCE-WHOLEY	4,102.43	2.79	5,100.00	5.67	20,728.68	1.90	56,100.00	5.67
OPERATING SUPPLIES-WHOLEY	153.68	0.10	.00	.00	1,569.66	0.14	.00	.00
TOTAL OPERATING EXPENSES	105,329.58	69.54	63,500.00	70.54	722,192.57	66.04	620,500.00	70.54
OPERATING INCOME	46,232.41	30.51	25,500.00	29.44	371,404.28	33.96	271,500.00	29.44
GENERAL & ADMINISTRATIVE EXPENSES								
TOTAL GENERAL EXPENSES	73,620.22	48.59	19,820.00	22.02	221,847.44	20.29	210,000.00	22.02
LEGAL & ACCOUNTING	2,295.66	1.52	.00	.00	14,375.14	1.31	.00	.00
TRAVEL	.00	.00	.00	.00	.00	.00	.00	.00
MANAGEMENT FEE	2,500.00	1.65	.00	.00	27,500.00	2.51	.00	.00
TOTAL	30,425.88	20.06	19,820.00	22.02	263,722.58	24.12	210,000.00	22.02
INCOME BEFORE OTHER	7,806.53	5.15	6,680.00	7.42	107,681.70	9.85	73,480.00	7.42
INCOME (DEDUCTIONS)								
INCOME	.00	.00	.00	.00	.00	.00	.00	.00
TOTAL	.00	.00	.00	.00	.00	.00	.00	.00
TAXES BEFORE TAXES	7,806.53	5.15	6,680.00	7.42	107,681.70	9.85	73,480.00	7.42
F.I.T. PROVISION	.00	.00	.00	.00	.00	.00	.00	.00
EARNINGS	7,806.53	5.15	6,680.00	7.42	107,681.70	9.85	73,480.00	7.42

ALL PROFIT CENTER
UNAUDITED AND WITHOUT
OPINION EXPRESSED BY

BALANCE SHEET

AS OF 11/31/91

AS OF 11/31/90

ASSETS

CURRENT ASSETS

CASH
ACCOUNTS RECEIVABLE

11,500.50
224,297.82

9,438.57
110,202.44

TOTAL CURRENT ASSETS

218,798.32

100,763.87

TOTAL

218,798.32

100,763.87

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ALL PROJECT CENTERS

UNAUDITED AND WITHOUT
 INDEPENDENT VERIFICATION

BALANCE SHEET

AS OF 11/30/71

AS OF 11/31/70

LIABILITIES & SHAREHOLDERS' EQUITY

CURRENT LIABILITIES

ACCRUED SALARIES & WAGES	63,574.96	17,095.63
EMPLOYEE WITHHOLDINGS	2,763.19	2,803.73
PROPERTY TAXES	17,356.40	32,365.53
OTHER LIABILITIES	.00	.00
TOTAL CURRENT LIABILITIES	83,714.55	52,264.89

SHAREHOLDERS' EQUITY

COMMON STOCK	500.00	500.00
RETAINED EARNINGS	24,877.09	23,325.40
DIVIDENDS	.00	.00
NET EARNINGS	167,601.70	23,705.50
TOTAL SHAREHOLDERS' EQUITY	193,678.79	47,530.90
TOTAL	218,790.24	190,795.79

AIM LEASING DRIVERS COMPANY

Safety Program

Aim Leasing Drivers Company has an extensive safety program which includes regular safety meetings. We also have an incentive program for our drivers which encourages safe driving. We have a daily and weekly preventive maintenance program so that our equipment is in excellent condition. Aim Leasing Drivers Company is currently in compliance with all federal rules and regulations concerning the safe operation of motor vehicles. We are familiar with the rules and regulations of the Pennsylvania Public Utility Commission and will comply with said rules and regulations if the within application is approved.

AIM LEASING DRIVERS COMPANY

Statement of Transferee's Experience

Aim Leasing Drivers Company has extensive experience in the trucking industry. Thomas Fleming, President of Aim, has over 17 years experience in the industry and the top management personnel of Aim Leasing have more than 10 years experience in the transportation business. Aim Leasing believes it has the knowledge, experience, equipment and personnel to perform the service contemplated by the within application.

Microfilm Number _____

Filed with the Department of State on _____

Entity Number _____

Secretary of the Commonwealth

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

In compliance with the requirements of 54 Pa. C.S. § 311 (relating to registration), the undersigned entity(ies) desiring to register a fictitious name under 54 Pa. C.S. Ch. 3 (relating to fictitious names), hereby state(s) that:

1. The fictitious name is: AIM DEDICATED

2. The address, including street and number, if any, of the principal place of business is: (P.O. Box alone is not acceptable)

<u>1500 Trumbull Road</u>	<u>Girard</u>	<u>Ohio</u>	<u>44420</u>	<u>Trumbull</u>
Number and Street	City	State	Zip	County

3. A brief statement of the character or nature of the business is: Transportation service.

4. The name and address, including street and number, if any, of individual(s) interested in the business is (are):

Name	Street and Number	City	State	Zip
------	-------------------	------	-------	-----

NOT APPLICABLE

5. With respect to each entity, other than an individual, interested in such business is (are):

Name	Form of Entity	Organizing Jurisdiction	Juris. Address	PA Registered Office, if any
------	----------------	-------------------------	----------------	------------------------------

<u>Aim Leasing Drivers Company</u>	<u>Ohio Corporation</u>	<u>1500 Trumble Road</u>	<u>30th & Small-</u>	<u>man</u>
		<u>Girard, OH</u>	<u>44420</u>	<u>Pittsburgh, P</u>
				<u>1520</u>

6. The applicant is familiar with the provisions of 54 Pa. C.S. § 332 (relating to effect of registration) and understands that filing under the Fictitious Names Act does not create any exclusive or other right in the fictitious name.

7. (Optional) The name(s) of the agent(s), if any, any one of whom is authorized to execute amendments to, withdrawals from or cancellation of this registration in behalf of all then existing parties to the registration, is (are): _____

IN TESTIMONY WHEREOF, the undersigned have caused this registration to be executed this 20th day of June, 1991.

(Individual Signature)

(Individual Signature)

(Individual Signature)

(Individual Signature)

(Name of Entry)

AIM LEASING DRIVERS COMPANY

(Name of Entry)

BY _____

BY: Thomas Fleming

TITLE: _____

TITLE: President

91 JUN 20 PM 3:04
PA DEPT OF STATE

APPLICATION FOR CERTIFICATE OF AUTHORITY

PLEASE INDICATE (CHECK ONE) TYPE OF CORPORATION

- FOREIGN BUSINESS CORPORATION
- FOREIGN NONPROFIT CORPORATION
- FOREIGN PROFESSIONAL CORPORATION

DEPARTMENT OF STATE
CORPORATION BUREAU
308 NORTH OFFICE BUILDING
HARRISBURG, PA 17120

1 NAME OF CORPORATION AIM LEASING DRIVERS COMPANY				FEE \$150.00
2 ADDRESS OF REGISTERED OFFICE IN PENNSYLVANIA (P.O. BOX NUMBER NOT ACCEPTABLE) 30th and Smallman				
3 CITY Pittsburgh	COUNTY Allegheny	STATE PA	ZIP CODE 15201	

4 EXPLAIN THE PURPOSE OF THE CORPORATION AS AUTHORIZED IN THE CHARTER DOCUMENT.

Leasing of drivers and a motor-transportation service.

91 JUN 24 PM 3:04
PA DEPT OF STATE

~~4 The corporation is a corporation incorporated for a purpose involving not pecuniary profit, and the assets of the corporation are held in trust for the benefit of its shareholders. This section is not applicable.~~

5 NAME WHICH CORPORATION ADOPTS FOR USE IN THIS COMMONWEALTH. AIM LEASING DRIVERS COMPANY	6 STATE OR COUNTRY OF INCORPORATION Ohio
7 THE ADDRESS OF ITS PRINCIPAL OFFICE IN ITS STATE OR COUNTRY OF INCORPORATION:	
NUMBER AND STREET 1500 Trumble Road	CITY Girard
	STATE OH
	ZIP CODE 44420

IN TESTIMONY WHEREOF, the undersigned corporation has caused this application to be signed by a duly authorized officer and its corporate seal, duly attested by another such officer, to be hereunto affixed this 20th day of June 1991

(CORPORATE SEAL)

AIM LEASING DRIVERS COMPANY

(NAME OF CORPORATION)

By:

Thomas Fleming

(SIGNATURE)

Thomas Fleming, President

(TITLE: PRESIDENT, VICE PRESIDENT, ETC.)

Attest:

(SIGNATURE)

(TITLE: SECRETARY, ASSISTANT SECRETARY, ETC.)

— FOR OFFICE USE ONLY —

FILED	002 CODE	003 REV BOX	SEQUENTIAL NO.	100 MICROFILM NUMBER	
	REVIEWED BY	004 SICC	AMOUNT	001 CORPORATION NUMBER	
DATE APPROVED			\$		
DATE REJECTED	CERTIFY TO	INPUT BY	LOG IN	LOG IN (REFILE)	
MAILED BY DATE	<input type="checkbox"/> REV.	VERIFIED BY	LOG OUT	LOG OUT (REFILE)	
	<input type="checkbox"/> L&I				
	<input type="checkbox"/> OTHER				

Secretary of the Commonwealth

AIM LEASING DRIVERS COMPANY

Statement of Charter Purpose

To engage in any lawful act or activity for which a corporation may be formed under Section 1701.01 to 1701.08, inclusive, of the Revised Code of Ohio.

AIM LEASING DRIVERS, INC., t/a AIM DEDICATED

Officers, Directors and Stockholders:

Thomas Fleming, President, Director and sole stockholder

Rick Fox, Vice President, Secretary/Treasurer and Director

Ken Draghi, Director

RECEIVED

APR 8 1992

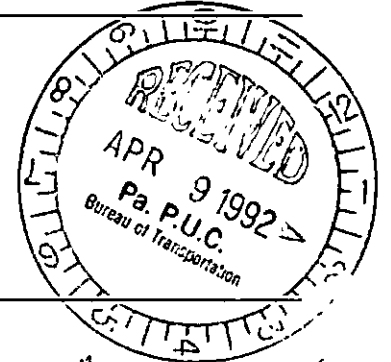
LPW

SECRETARYS OFFICE
Public Utility Commission

Before the
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of
AIM LEASING DRIVERS COMPANY,
t/a AIM DEDICATED

Docket No. A-00109844



PETITION TO CONVERT BUYER'S PERMIT
TO A CERTIFICATE OF PUBLIC CONVENIENCE

A-00109844
F. J.

NOW COMES Aim Leasing Drivers Company, t/a Aim Dedicated by its attorneys, Pillar and Mulroy, P.C., and respectfully petitions this Honorable Commission to convert its contract carrier permit to a certificate of public convenience and, in support hereof, petitioner states as follows:

1. By application to which this petition is attached, Aim Leasing Drivers Company, t/a Aim Dedicated, seeks to purchase a portion of the operating rights of Cougar Trucking, Inc. issued by the Pennsylvania Public Utility Commission at Docket No. A.101251, Folder 3. The operating authority to be acquired is a common carrier certificate of public convenience.

2. Aim Leasing Drivers Company, t/a Aim Dedicated, presently holds authority, as a contract carrier, at Docket No. A-00109844. pursuant to § 2504 of the Public Utility Code, 66 Pa. C.S.A. § 2504, petitioner may not hold both a certificate of public

DOCUMENT
FOLDER

convenience and a permit "unless for good cause shown, the Commission shall find that the certificate and permit may be held consistent with the public interest."

3. As a condition to the transaction between the buyer and seller, Aim Leasing Drivers Company, t/a Aim Dedicated, has agreed to petition the Commission to convert its contract carrier permit to a certificate of public convenience so that the acquisition of the operating rights here involved of the seller by the buyer will not violate § 2504.

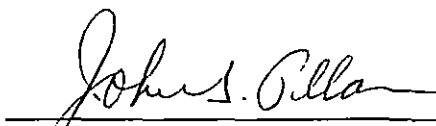
4. It is the buyer's intention to operate pursuant to the operating rights of the seller as a common carrier. Petitioner/buyer is presently authorized to transport property for Robert Wholey and Company between its facilities in the City of Pittsburgh, Allegheny County, and from those facilities to other points in the City of Pittsburgh, Allegheny County, and points within 150 miles of the limits thereof, and vice versa. The service provided for Robert Wholey and Company in Pennsylvania may be performed as a common carrier since it does not require any more specialized service than Aim Leasing Drivers Company, t/a Aim Dedicated, provides for many shippers in interstate commerce under its ICC common carrier authority. Petitioner/buyer's operations have developed into a service that, overall, appears to be that of a common carrier, since some of its equipment is used interchangeably by various customers under its ICC rights, which

authorize the transportation of general commodities between points in the U.S. The relief requested here will enable petitioner/buyer to further diversify its business which has been its trend over the years.

5. There is attached to this petition the affidavit of Robert Wholey, President of Robert Wholey and Company, consenting to the relief requested.

WHEREFORE, Aim Leasing Drivers Company, t/a Aim Dedicated, respectfully petitions this Honorable Commission that its operating rights at Docket No. A-00109844 be converted to a certificate of public convenience so that approval of the above referenced transaction will not violate § 2504 of the Pennsylvania Public Utility Code.

Respectfully submitted,
PILLAR AND MULROY, P.C.

By: 
JOHN A. PILLAR
Attorney for Petitioner

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120

Public Meeting held September 14, 1989

Commissioners Present:

Bill Shane, Chairman
William H. Smith, Vice-Chairman
Joseph Rhodes, Jr.
Frank Fischl

Application of Cougar Trucking, Inc.
for the transfer of all of the
operating rights of Anthony J. Barone
and Raymond B. Wood, III, Copartners,
t/d/b/a Barone and Wood Trucking Company
under the certificate issued at 00106979
subject to the same limitations and
conditions.

A-00101251
Folder 3

Arthur J. Diskin for the applicant.

O R D E R

BY THE COMMISSION:

This matter comes before the Commission on an application filed June 26, 1989. Public notice of the application was given in the Pennsylvania Bulletin of August 5, 1989. The unopposed application is certified to the Commission for its decision without oral hearing.

Cougar Trucking, Inc. domiciled at 210 East Main Street, Ligonier, Westmoreland County, is a Pennsylvania corporation. Applicant has filed at A-00101251, F. 2 to convert its contract carrier rights to common carriage. Since approval of this transfer proceeding would create dual authority, it will be ordered that no rights hereunder be granted until approval of the conversion application and issuance of a certificate. G. Gray Garland, Jr. is chief executive officer, and secretary, James W. Cooper, president and treasurer. Applicant's 1988 Annual report, submitted herewith, shows gross intrastate operating revenues of \$2,461,923.

The total consideration for the rights is \$1,500. No tangible assets are involved. The sales agreement requires the consideration to be

paid as follows: within five (5) days after receipt of notice of approval by this Commission.

A review of the record before us indicates that the applicant possesses the requisite experience, equipment and financial capacity to provide the proposed service.

The authority to be transferred has been operated by the transferor, therefore, it is presumed that there is a continuing public need, which may be overcome only by evidence to the contrary. In re: Byerly, 440 Pa. 521 (1970); Hostetter v. Pa. P.U.C., 160 Super. Ct. 94 (1947). Since the record is void of any such evidence, this presumption of continuing public need applies in this transfer proceeding.

We find:

1. The applicant is fit, willing and able to provide the service proposed.

2. Transfer of the authority is in the public interest and is necessary for the continued accommodation and convenience of the public; THEREFORE,

IT IS ORDERED: That the transfer application be and is hereby approved and that a certificate be issued granting the following rights:

To transport, as a Class D carrier, new building materials and supplies, new electronic equipment and non-perishable food items from the facilities of wholesale and retail establishments located in the borough of Whitehall, Allegheny County, to points in said borough, and from points in said borough, to points in Pennsylvania, and vice versa.

subject to the following conditions:

- (1) That no right, power or privilege is granted to transport commodities in bulk, in dump vehicles.
- (2) That no right, power or privilege is granted to render service for A. T. & T. Technologies, Inc. or Bell of Pennsylvania.

subject to the following general conditions:

1. That the approval hereby given is not to be understood as committing the Commission, in any proceedings that may be brought before it for any purpose, to fix a valuation on the property and rights to be acquired by applicant

from the present certificate holder equal to the consideration to be paid therefor, or equal to any value that may be placed thereon by applicant, or to approve or prescribe rates sufficient to yield a return thereon.

2. That applicant shall not record in its utility accounts any amount representing the rights herein granted in excess of the actual cost of such rights to the original holder thereof.
3. That the applicant charge to Account 1550, Other Intangible Property, \$1,500, being the amount of the consideration payable by it for the rights and going concern value attributable thereto; less any amount recorded under condition 2 above; and subject to further adjustment due to any normal interim transactions to the date of actual transfer.
4. That the accounts of the transferee shall reflect the same book values as the records of the transferor at the effective date of the transfer, any previously recorded appreciation having been deleted therefrom; provided that the applicant shall not record in its utility accounts any amounts representing the rights herein granted in excess of the actual cost of such rights to the original holder thereof.
5. That the operating authority granted herein, or now held or subsequently granted to the applicant to the extent that it is duplicative shall not be construed as conferring more than one operating right.
6. That the certificate holder shall not transfer, sell or in any way convey any of its outstanding capital stock to any individual, partnership, corporation or any entity, without the prior filing of an application and approval thereof by the Commission under 66 PA C.S.A. §1102(a)(3).

IT IS FURTHER ORDERED: That the applicant shall not engage in any transportation granted herein until it has complied with the requirements of the Pennsylvania Public Utility Code and the rules and regulations of this Commission relative to the filing and acceptance of evidence of insurance and a tariff establishing just and reasonable rates.

IT IS FURTHER ORDERED: That issuance of a certificate be contingent upon approval of the conversion application at A-00101251, F. 2.

IT IS FURTHER ORDERED: That upon compliance with the requirements above set forth, a certificate issue evidencing the Commission's approval of the right to operate as above-determined.

IT IS FURTHER ORDERED: That in the event said applicant has not, on or before sixty (60) days from the date of the service of this order, complied with the requirements hereinbefore set forth, the application shall be dismissed without further proceedings.

IT IS FURTHER ORDERED: That upon compliance with this order, the rights granted the transferor, Anthony J. Barone and Raymond B. Wood, III, Copartners, t/d/b/a Barone and Wood Trucking Company at A-00106979 be cancelled and the record be marked closed.

BY THE COMMISSION,

A handwritten signature in black ink, appearing to read "Jerry Rich", written over a large, stylized, looped scribble.

Jerry Rich
Secretary

(SEAL)

ORDER ADOPTED: September 14, 1989

ORDER ENTERED: SEP 20 1989

May 15, 1992

IN REPLY PLEASE
REFER TO OUR FILE

■
JOHN A PILLAR
ATTORNEY AT LAW
SUITE 700
312 BOULEVARD OF THE ALLIES
PITTSBURGH PA 15222
■

In re: A-00109844, F. 2 - Application of Aim Leasing Drivers Company,
t/d/b/a Aim Dedicated

Dear Sir:

Acknowledgement is made of an application filed by you on behalf of Aim Leasing Drivers Company, t/d/b/a Aim Dedicated for the rights of Cougar Trucking, Inc.

The application has been captioned as attached and will be submitted for review, provided no protests are filed on or before June 8, 1992. If protests are filed, you will be advised as to further procedure.

This application is accepted with the understanding that Cougar Trucking, Inc. will continue to render the service covered by its certificate 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 May 16, 1992.

Very truly yours,

David Ehrhart
Supervisor - Application Section
Bureau of Transportation

DE:RP:kmb

cc: Applicant
1500 Trumble Road
Girard, OH 44420

DOCUMENT
FOLDER

DOCKETED
APPLICATION DOCKET
MAY 15 1992
ENTRY No. *WA*

A-00109844, Folder 2 AIM LEASING DRIVERS COMPANY, t/d/b/a AIM DEDICATED (1500 Trumble Road, Girard, Ohio 44420), a corporation of the State of Ohio, (A) property for Robert Wholey and Company, between its facilities in the facilities in the city of Pittsburgh, Allegheny County, and from those said facilities to other points in the city of Pittsburgh, Allegheny County and points within an airline distance of one hundred fifty (150) statute miles of the limits thereof, and vice versa; subject to the following condition: That no right, power or privilege is granted to transport petroleum and petroleum products in bulk in tank vehicles: WHICH IS LIEU OF its contract carrier permit issued at A-00109844, F. 1, to Aim Leasing Drivers Company, t/d/b/a Aim Dedicated; and (B) new building materials and supplies, new electric equipment and non-perishable food items from the facilities of wholesale and retail establishments located in the borough of Whitehall, Allegheny County, to points in said borough, and from points in said borough, to points in Pennsylvania, and vice versa; subject to the following conditions: That no right, power or privilege is granted to transport commodities in bulk, in dump vehicles; and That no right, power or privilege is granted to render service for A. T. & T. Technologies, Inc. or Bell of Pennsylvania; which is to be a transfer of the rights authorized under the certificate issued at A-00101251, F0003, to Cougar Trucking, Inc., subject to the same limitations and conditions. Attorney: John A. Pillar, Suite 700, 312 Boulevard of the Allies, Pittsburgh, PA 15222.

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

SERVICE OF NOTICE OF MOTOR CARRIER APPLICATIONS

Published in Pennsylvania Bulletin MAY 16 1992

BUREAU OF TRANSPORTATION
COMMON CARRIER
APRIL 1992

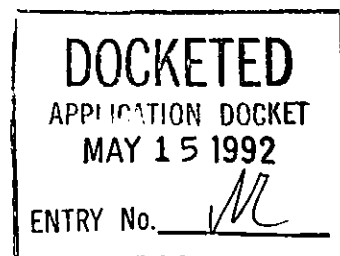
A-00109844
F. 2

Application of Aim Leasing Drivers Company, t/d/b/a Aim Dedicated, a corporation of the State of Ohio, for the right to begin to transport, as a common carrier, by motor vehicle, (A) property for Robert Wholey and Company, between its facilities in the city of Pittsburgh, Allegheny County, and from those said facilities to other points in the city of Pittsburgh, Allegheny County and points within an airline distance of one hundred fifty (150) statute miles of the limits thereof, and vice versa; subject to the following condition: That no right, power or privilege is granted to transport petroleum and petroleum products in bulk in tank vehicles: WHICH IS LIEU OF its contract carrier permit issued at A-00109844, F. 1, to Aim Leasing Drivers Company, t/d/b/a Aim Dedicated; and (B) new building materials and supplies, new electric equipment and non-perishable food items from the facilities of wholesale and retail establishments located in the borough of Whitehall, Allegheny County, to points in said borough, and from points in said borough, to points in Pennsylvania, and vice versa; subject to the following conditions: That no right, power or privilege is granted to transport commodities in bulk, in dump vehicles; and That no right, power or privilege is granted to render service for A. T. & T. Technologies, Inc. or Bell of Pennsylvania; which is to be a transfer of the rights authorized under the certificate issued at A-00101251 limitations and conditions.

JG:kmb
4/30/92

Application received: 4/8/92
Application docketed: 4/30/92

NH



Protests due _____

JUN - 8 1992