

**Pennsylvania Public Utility Commission
Bureau of Transportation & Safety
PO Box 3265
Harrisburg, PA 17105-3265
(717) 787-3834**

RECEIVED
2011 JUN 13 AM 10:19
PA PUC
SECRETARY'S BUREAU

Application for Motor Common Carrier of Property

Please complete all parts of the following application. Incomplete applications will be returned. All questions may be directed to the Bureau of Transportation & Safety at (717) 787-3834.

1. **Legal Name of Applicant** (Individual, Partnership or Corporation)

FBF Transport, LLC

2. **Trade Name** (Attach a copy of fictitious name registration if applicable)

3. **Physical Address** (do not use PO Box)

231 Bethel Church Road
Street Address

Indiana Pa 15701
City, State and Zip Code

714479 0838
Telephone Number

Indiana
County

4. **Mailing Address** (if different from Physical Address)

Street Address

City, State and Zip Code

5. **Attorney** (if applicable)

Attorney's Name & Telephone Number for this Filing

Attorney's Address

6. Does applicant currently hold PA PUC authority? Yes **No** (circle one)

If yes, enter current docket number A-00 _____

7. What type of commodity do you intend to transport? _____

grain commodities, soy meal, soy oil,
dry and liquid fertilizer

8. **Form of Organization** (Check one that applies to this application)

Individual

Partnership

Attach a copy of a Partnership Agreement and list the names and addresses of ALL partners.

Corporation

Attach a copy of the Certificate of Incorporation, Certificate of Authority, or the foreign corporation registration. Include a list of all corporate officers/titles and distribution of shares.

LLC or LLP

Attach a copy of the Certificate of Incorporation, Certificate of Authority, or foreign corporation registration. Include a list of all members (even if there is only one member) and title of each member.

9. **Attachment Checklist**

For Corporations:

Copy of Certificate of Incorporation, Certificate of Authority, or the foreign corporation registration.

List of all corporate officers/titles, names of shareholders and distribution of shares.

For LLPs and LLCs Only:

Copy of Certificate of Incorporation, Certificate of Authority, or foreign corporation registration.

List of all members (even if there is only one member) and title of each member.

For Partnerships Only:

Copy of Partnership Agreement.

List the names and addresses of ALL partners.

For ALL Applicants:

- Fictitious Trade Name Registration (if applicable).
- Copy of Current Safety Rating (if available).
- Proof of Insurance (See item 5 on instruction sheet).
- Certified check, money order or attorney's check.

10. Certification

Applicant certifies that it is not now engaged in any intrastate transportation of property for compensation between points in Pennsylvania and will not engage in said transportation unless and until authorization is received from the Pennsylvania Public Utility Commission.

Applicant further certifies that it understands the requirements of the Pennsylvania Public Utility Commission, especially as they relate to safety and insurance and that it may be subject to civil penalties, suspension or cancellation of the Certificate for failure to comply with Commission requirements.

Applicant further certifies that it understands that it is subject to an annual assessment based upon its reported gross Pennsylvania intrastate revenues; said assessment to help defray expenses incurred in regulating Motor Common Carriers of Property; and acknowledges that failure to report revenue and pay its annual assessment may result in civil penalties, suspension or cancellation of the Certificate.

You must sign the following Verification of Application.

Verification of Application

The verification of the application must be completed by the applicant appearing on Line 1 of the application by the named individual, all partners (if a partnership) or by the President or Secretary (if a corporation).

I/we hereby state that the statements made in this application is/are true and correct to the best of my/our knowledge and belief.

The undersigned understands that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 Relating to Unsworn Falsification to Authorities.

Andrew Fabian
(Print Name)

[Signature]
(Signature)

6/1/11
(Date)

**OPERATING AGREEMENT
OF
FBF TRANSPORT, LLC
(A Pennsylvania Limited Liability Company)**

This Operating Agreement of FBF Transport, LLC (the "Company"), dated as of February 3, 2011, has been adopted by the Members of the Company.

FILED
2011 JUN 13 AM 10:19
PA. J.C. BUREAU
SECRETARY'S BUREAU

RECITALS

The Company has been organized as a Pennsylvania limited liability company by the filing of a certificate of organization with the Department of State of the Commonwealth of Pennsylvania under and pursuant to the Act.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and intending to be legally bound hereby, the Members agree as follows:

1. **Definitions.** In addition to the terms defined in other provisions of this Agreement, the following terms shall have the meanings set forth below:

"Act." The Pennsylvania Limited Liability Company Law of 1994, 15 Pa.C.S. § 8901, et seq., and any successor statute, as amended from time to time.

"Agreement." This Operating Agreement, as amended, modified, supplemented or restated from time to time.

"Capital Account." The individual account maintained by the Company with respect to each Member as provided herein.

"Capital Contribution." The aggregate amount of cash and the agreed value of any property or services (as determined by the Member and the Company) contributed by each Member to the Company as provided herein. In the case of a Member that acquires a Membership Interest in the Company by an assignment or transfer in accordance with the terms of this Agreement, "Capital Contribution" means the Capital Contribution of that Member's predecessor proportionate to the acquired Membership Interest.

"Certificate." The certificate of organization of the Company and any and all amendments thereto and restatements thereof filed on behalf of the Company with the Department of State of the Commonwealth of Pennsylvania pursuant to the Act.

"Code." The Internal Revenue Code of 1986, as amended.

"Company." See the preamble.

“Laws.” Any of the following:

- (1) all constitutions, treaties, laws, statutes, codes, ordinances, orders, decrees, rules, regulations and municipal by-laws, whether domestic, foreign or international;**
- (2) all judgments, orders, writs, injunctions, decisions, rulings, decrees and awards of any governmental body;**
- (3) all policies, practices and guidelines of any governmental body; and**
- (4) any amendment, modification, re-enactment, restatement or extension of any of the foregoing, in each case binding on or affecting the party or Person referred to in the context in which such word is used.**

“Majority Vote.” The written approval of, or the affirmative vote by, Members holding a majority (at least fifty one percent (51%)) of the Voting Rights.

“Member.” A Person who at the time is a member of the Company. **“Members” means two or more Persons when acting in their capacities as members of the Company. Exhibit A shall be amended from time to time to show the current Members.**

“Membership Interest.” The interest of a Member in the Company, including, without limitation, interests in the profits and losses, rights to distributions (liquidating or otherwise), allocations, information, and to consent to or approve actions by the Company, all in accordance with the provisions of this Agreement and the Act.

“Percentage Interest.” The proportionate Membership Interest of a Member expressed as a percentage as shown on Exhibit A.

“Person.” A natural person, corporation, general or limited partnership, limited liability company, joint venture, trust, estate, association or other legal entity or organization.

“Taxable year.” The calendar year or any portion thereof for which the Company is required to allocate Profits and Losses.

“Treasury Regulations.” The income tax regulations, including temporary regulations, promulgated under the Code, as those regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

“Voting Rights.” The number of votes of each Member for the purpose of voting on any matter arising under this Agreement.

2. **Organization.** The Members agree that the rights, duties and liabilities of the Members shall be as provided in the Act, except as otherwise provided in this Agreement.

3. **Purpose.** The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, to engage in any lawful act or activity for which limited liability companies may be organized under the Act and engaging in any and all activities necessary, convenient, desirable or incidental to the foregoing.

4. **Term.** The existence of the Company commenced on the date the Certificate was filed in the office of the Department of State of the Commonwealth of Pennsylvania and shall continue until dissolved in accordance with this Agreement.

5. **Principal Office.** The principal office of the Company shall be located at such location as may be determined, from time to time, by the Members. The Company may also have such other offices at such other locations as, from time to time, may be determined by the Members.

6. **Company Capital and Percentage Interests.**

(a) **Initial Capital Contributions.** The initial Capital Contribution that each Member has made or is deemed to have made to the Company is set forth opposite the Member's name in Exhibit A.

(b) **Additional Capital Contributions.** A Member shall not be required to make any capital contribution to the Company not specifically agreed to in writing between the Member and the Company, or be obligated or required under any circumstances to restore any negative balance in the Member's Capital Account.

(c) **No interest.** Interest shall not be paid on or with respect to the Capital Contribution or Capital Account of any Member.

(d) **No right to return of Capital Contributions.** Although the Company may make distributions to the Members from time to time as a return of their Capital Contributions, a Member shall not have the right to withdraw or demand a return of any of the Member's Capital Contribution or Capital Account, except upon dissolution or liquidation of the Company. A Member does not have the right to voluntarily disassociate except in accordance with this Agreement. A Member shall not have the right to seek or obtain partition by court order or operation of law of any Company property, or the right to own or use particular assets of the Company

(e) **Percentage Interests.** The Percentage Interest of each Member shall be as set forth in Exhibit A.

7. **Capital Accounts.** At all times while there is more than one Member, a Capital Account shall be established and maintained on the books of the Company for each Member.

8. **Allocation of Profits or Losses.** At all times while there is more than one Member, Profits or Losses shall be allocated to the Members in accordance with Percentage Interests.

9. **Distributions.**

(a) **General rule.** Subject to subsection (b), distributions of cash and/or other assets or property of the Company, from whatever source (including, without limitation, net proceeds of Company operations and sale, and financing or refinancing of Company assets) shall be made to the Members in accordance with their respective Percentage Interests at such times, and in such amounts, as the Members shall determine. In making determinations regarding distributions, the Members may set aside funds and establish reserves for such items as the Members shall determine, including, without limitation, working capital, maintenance of bonding capacity, capital expenditures, acquisition of other assets by the Company and the satisfaction of liabilities (including, without limitation, contingent liabilities).

(b) **Minimum distribution.** With respect to any taxable year of the Company in which Members are allocated taxable income for Federal income tax purposes, the Company shall distribute to the Members, within 90 days after the close of that taxable year, no less than the amount determined by multiplying the Company's taxable income (computed as set forth in this sentence) by the highest composite Federal, state and local income tax rate applicable to any Member. Nothing herein shall require the Company to borrow money or reduce its cash flow so as to restrict its ability to operate the day-to-day activities of the business in order to make such distributions.

10. **Establishment of Reserves.** The Members may establish reasonable reserves for maintenance, improvements, acquisitions, capital expenditures and other contingencies, such reserves to be funded with such portion of the operating revenues of the Company as the Members may deem necessary or appropriate for that purpose.

11. **Tax Returns.** The Members shall arrange for the preparation of all tax returns required to be filed for the Company. Each Member shall be entitled to receive, upon written request, copies of all Federal, state and local income tax returns and information returns, if any, which the Company is required to file. All information needed by the Members for income tax purposes shall be prepared by the Company's accountants and furnished after the end of each taxable year of the Company.

12. **Tax Elections.**

(a) To the extent permitted by applicable tax law, the Company may make the following elections on the appropriate tax returns:

- (1) to adopt the calendar year as the Company's taxable year;
- (2) to adopt the cash method of accounting and to keep the Company's books and records on the income-tax method;
- (3) if a transfer of a Membership Interest as described in Section 743 of the Code occurs, on written request of any transferee Member, or if a distribution of Company property is made on which gain described in Section 734(b)(1)(A) of the Code is recognized or there is an excess of adjusted basis as described in Section 734(b)(1)(B) of the Code, to elect, pursuant to Section 754 of the Code, to adjust the basis of Company properties;
- (4) to elect to amortize the organizational expenses of the Company and the start-up expenditures of the Company ratably over a period of 60 months as permitted by Sections 195 and 709(b) of the Code; and
- (5) any other election the Members may deem appropriate and in the best interests of the Members.

(b) Neither the Company nor any Member may make an election for the Company to be taxable as a corporation for Federal income tax purposes.

13. **Tax Matters Partner.** If the Company is subject to the consolidated audit procedures of Sections 6221 to 6234 of the Code, the "tax matters partner" of the Company pursuant to Section 6231(a)(7) of the Code shall be a Member that is designated as such by vote of the Members. Any Member who is designated "tax matters partner" shall take such action as may be necessary to cause each other Member to become a "notice partner" within the meaning of Section 6223 of the Code. Any Member who is designated "tax matters partner" shall inform each other Member of all significant matters that may come to its attention in its capacity as "tax matters partner" by giving notice thereof on or before the fifth Business Day after becoming aware thereof and, within that time, shall forward to each other Member copies of all significant written communications it may receive in that capacity.

14. **Other Business Interests.** Any Member may engage in or possess an interest in other business ventures of any nature or description, independently or with others, similar or dissimilar to the business of the Company, and the Company and the Members shall have no rights by virtue of this Agreement in and to such independent ventures or the income or profits derived therefrom, and the pursuit of any such venture, even if competitive with the business of the Company, shall not be deemed wrongful or improper.

No Member shall be obligated to present any particular investment opportunity to the Company even if the opportunity is of a character that, if presented to the Company, could be taken by the Company, and any Member shall have the right to take for its own account (individually or as a partner or fiduciary) or to recommend to others any such particular investment opportunity.

No Member is required to commit full-time attention or services to the activities of the Company.

15. **Interested Transactions.** A contract or transaction between the Company and one or more of its Members or between the Company and another domestic or foreign association in which one or more of its Members have a management role or a financial or other interest, shall not be void or voidable solely for that reason, or solely because the Member is present at or participates in the meeting of the Members that authorizes the contract or transaction, or solely because the vote of the Member is counted for that purpose, if:

(1) the material facts as to the relationship or interest and as to the transaction are disclosed or known to the Members entitled to vote thereon and the contract or transaction is specifically approved in good faith by vote of those Members; or

(2) the contract or transaction is fair to the Company as of the time it is authorized, approved or ratified by the Members.

16. **Control and Management.**

(a) **Power and Authority of the Members.** Management of the business and affairs of the Company shall be vested in the Members. Except as otherwise provided in this Agreement, any decision, determination or other action to be made or taken by the Members shall be made or taken by Majority Vote. The Members shall have all rights and powers relating to the Company.

(b) **Voting Rights.** Each Member shall have that number of Voting Rights as equals such Member's Percentage Interest in the Company (e.g., a Member who has a 10% Membership Interest in the Company has 10 voting rights).

(c) **Voting Procedures.** Members may vote in person at a meeting of Members (which may be held by conference telephone), or by consent in lieu of a meeting. No proxy is permitted.

(d) **Binding Effect of Actions.** Each Member shall be bound by, and hereby consents to, any and all actions taken and decisions made by the Members in accordance with the terms of this Agreement. Any act taken by, or any document executed by, Members holding a majority of the Percentage Interests shall be binding on the

Company with the same force and effect as if the action, or the execution of the document, were approved by a vote of the Members.

17. Transfer of Interests.

(a) Restrictions on Transfer. Membership Interests may not be transferred or assigned except as provided in this Agreement. Each Member agrees that he will not transfer, gift, assign, hypothecate, or in any way alienate his Membership Interest or any interest therein or portion thereof, whether voluntarily or involuntarily or by operation of law (collectively, "Transfer"), unless in a transfer which meets the requirements of this Agreement. Any purported Transfer in violation of this Agreement is void.

(b) Right of First Refusal. In the event that a Member has received a bona fide offer from a third party for his Membership Interest and desires to Transfer all or a portion of his Membership Interest (such Member is hereinafter referred to as the "Selling Member"), the Selling Member shall give written notice to each of the other Members (the "Remaining Members") in the manner required by this Agreement and at the addresses set forth in Exhibit A of this Agreement. The notice must set forth the name of the proposed buyer, the Membership Interest (or portion thereof) to be transferred, the purchase price, and all other terms and conditions of the proposed Transfer (hereinafter referred to as the "Offered Interest").

Each Remaining Member has the right to purchase the Offered Interest on a pro rata basis if within thirty (30) days after the date of the Selling Member's notice, such Remaining Member(s) notifies the Selling Member of his election to purchase the Offered Interest. Each Remaining Member has the right to purchase the Offered Interest at the same price per Membership Interest as made in the bona fide offer from the third party, less fifteen percent (15%).

The Remaining Member(s) may purchase the Offered Interest on a pro rata basis in proportion to their Percentage Interests as they relate solely to the Remaining Members, with the right of overages in the case any Remaining Member(s) choose not to purchase. Therefore, it is possible that one Remaining Member may purchase all of the Offered Interest. Notwithstanding anything to the contrary herein if at least one Remaining Member(s) elects to purchase, then all, and not less than all, of the total Offered Interest must be purchased. Also, if a Remaining Member(s) elects to purchase, he must purchase all, and not less than all, of at least his pro rata share of the Offered Interest, but may purchase more if the other Remaining Members elect not to purchase.

If the Remaining Member(s) do not elect to purchase, then the Selling Member is free for a period of thirty (30) days after the expiration of the Remaining Member(s)' right to purchase, to sell the Offered Interest upon the same terms and conditions as set forth in the Selling Member's original notice. The Selling Member agrees to keep the Remaining Member(s) informed regarding the closing date and status of the sale. The person

acquiring the Offered Interest must execute and become a party to this Agreement and holds the Offered Interest subject to all of the terms and conditions of this Agreement.

If the Offered Interest is not sold by the Selling Member within such thirty (30) day period, the restrictions on transfer of Membership Interests set forth in this Agreement shall again become applicable to the Offered Interest.

(c) Death, Withdrawal, Involuntary or Voluntary Transfer. In the event that a Member dies, or desires to retire or withdraw from the Company, or in the event insolvency or bankruptcy proceedings are initiated by or against a Member and are not dismissed within thirty (30) days (each such Member is hereinafter referred to as the "Selling Member"), then the Selling Member or his legal representative shall give prompt written notice of such event to the other Members (the "Remaining Members") in the manner required by this Agreement and at the addresses set forth in Exhibit A of this Agreement.

A Transfer pursuant to this section may only be of a Member's entire, not partial, Membership Interest in the Company.

Each Remaining Member has the right to purchase the Selling Member's Membership Interest on a pro rata basis if within thirty (30) days after receipt of the Selling Member's Notice, such Remaining Member(s) notifies the Selling Member or legal representative of his election to purchase.

The Remaining Member(s) may purchase the Selling Member's Membership Interest on a pro rata basis in proportion to the Percentage Interests as they relate solely to the Remaining Members, with the right of overages in the case Remaining Member(s) choose not to purchase. Therefore, it is possible that one Remaining Member may purchase all of the Selling Member's Membership Interest. Notwithstanding anything to the contrary herein if a Remaining Member(s) elects to purchase, he must purchase, all, and not less than all, of his pro rata share of the Selling Member's Membership Interest. In addition, if the Remaining Member(s) do not elect to purchase all of the Selling Member's Membership Interest, then the Company shall be dissolved pursuant to this Agreement.

The price for the Selling Member's Membership Interest shall be the proportion of the Selling Member's Membership Interest in the fair market value of the Company as of the date of the Selling Member's or legal representative's notice determined as follows: the Selling Member (or representative) and the Remaining Member(s) shall collectively agree on an independent licensed appraiser within forty (40) days after the date of the notice. If the parties cannot agree, then the Selling Member (or representative) and each of the Remaining Members shall each name an independent licensed appraiser within forty (40) days after the date of the Notice. If either party fails to make such a selection, the sale will proceed with only the one appraisal. The appraiser(s) so selected shall proceed promptly to determine the fair market value of the Company's property, taking into account any

outstanding indebtedness, liabilities, liens and obligations relating to the Company property. If there is more than one appraiser, then the appraisers shall work collectively to determine the fair market value. If the appraisers are unable to agree, then the average of the appraisals shall be used. The determination of the appraisers shall be final and binding on all parties. The purchase price shall be the appraised value determined pursuant to this section, less fifteen percent (15%).

If there is one appraiser, then the cost of the appraisal shall be equally paid by the Selling Member (or representative) and the Remaining Member(s) who have exercised the right to purchase. If there is more than one appraiser, then the cost of the appraisals shall each be paid by that party choosing that appraiser.

(d) If a Remaining Member(s) exercises the option to purchase pursuant to either Section 17(b) or 17(c), the Remaining Member(s) must fix a closing date not more than sixty (60) days after the date of the notice from the Selling Member. The Remaining Member(s) may elect to pay the purchase price in full at closing or by delivering a promissory note to the Selling Member/or legal representative which promissory note will provide for the following terms: the principal amount of the promissory note will be the full purchase price; the promissory note will bear interest on the unpaid outstanding principal balance at a rate per annum (hereinafter referred to as the "Interest Rate") that is the Prime Rate (as herein defined) as in effect on the closing date of the sale, and such interest rate will be adjusted on the one year anniversary of the closing date to the Prime Rate then in effect; interest will be calculated on the basis of actual days elapsed over a year of 360 days; "Prime Rate" means the rate per annum announced from time to time by S&T Bank at its principal office in Indiana, Pennsylvania as its then prime rate; principal and interest will be amortized over a period of 24 calendar months, payable on the first day of each calendar month beginning the month immediately following the closing date; the promissory note may be prepaid at any time without penalty.

18. Dissolution.

(a) Events of Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following:

(i) the affirmative vote, consent or agreement of the Members holding at least fifty one percent (51%) of the outstanding Percentage Interest;

(ii) in the event that all of a Selling Member's Membership Interest is not purchased pursuant to Section 17(c);

(iii) the entry of an order of judicial dissolution of the Company under Section 8972 of the Act.

(b) Distributions upon Dissolution. In the event of the dissolution of the Company, the assets of the Company shall be liquidated in accordance with the Act and

such manner as the Members shall determine and, after the obligations of the Company to third parties have been discharged or provided for in accordance with applicable law, the net proceeds of the liquidation shall be distributed as follows:

(i) first, among the Members, if any, who have made unrepaid loans or advances to the Company, in an amount up to the aggregate amount of such unrepaid loans and advances, and in proportion to the amount of such loans and advances and the unpaid interest thereon;

(ii) second, among the Members, in an amount up to the aggregate amount of their unrepaid Capital Contributions, and in proportion to the amounts of such unrepaid Capital Contributions; and

(iii) third, among the Members in accordance with their respective Percentage Interests.

(c) Procedure. A reasonable time shall be allowed for the liquidation of the Company in order to minimize the losses normally attendant upon a liquidation.

(d) Certificate of Dissolution. On completion of the liquidation of Company assets as provided herein, the Members (or such other person or persons as the Act may require or permit) shall file a Certificate of Dissolution with the Department of State of the Commonwealth of Pennsylvania and take such other actions as may be necessary to terminate the existence of the Company.

(e) Final accounting. In connection with the Company's liquidation, the Company's accountants shall compile and furnish to each Member a statement setting forth the assets and liabilities of the Company as of the date of complete liquidation.

19. Books and Records.

(a) General rule. The Members shall cause to be kept full and accurate books and records of the Company. All books and records of the Company shall be kept at the Company's principal office and shall be available at such location at reasonable times for inspection and copying by the Members or their duly authorized representatives.

(b) Annual financial information. The Company shall furnish to its Members annual financial statements, including at least a balance sheet as of the end of each fiscal year and a statement of income and expenses for the fiscal year.

(c) Check Signing Authority. As long as Christopher A. Fabin and Andrew J. Fabin are the sole Members of the Company, Christopher A. Fabin and Andrew J. Fabin shall each have the authority to sign checks and make expenditures in the ordinary course of business on behalf of the Company without the signature of the other Member.

20. **Liability of Members.** The Members, as such, shall not be liable for the debts, obligations or liabilities of the Company except to the extent required by the Act.

21. **Miscellaneous.**

(a) **Notices to Members.** Any notice required to be given to a Member under the provisions of this Agreement or by the Act shall be given either personally or by sending a copy thereof by first class or express mail, postage prepaid, or courier service, charges prepaid, to the postal address of the person appearing on the books of the Company for the purposes of notice. Notice pursuant to this section shall be deemed to have been given when deposited in the United States mail or with a courier service for delivery.

(b) **Entire Agreement.** This Agreement constitutes the entire agreement among the Members with respect to the subject matter hereof and supersedes all prior agreements, express or implied, oral or written, with respect thereto. The express terms of this Agreement control and supersede any course of performance or usage of trade inconsistent with any of the terms hereof.

(c) **Effect of Waiver or Consent.** A waiver or consent to or of any breach or default under this Agreement must be in writing.

(d) **Amendments.** The Certificate may be amended only if the amendment is approved by the vote, consent or agreement of Majority Vote.

(e) **Binding Effect and Rights of Third Parties.** This Agreement has been adopted to govern the operation of the Company, and shall be binding on and inure to the benefit of the Members. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person. Except and only to the extent provided by applicable statute no creditor or other person shall have any rights under this Agreement.

(f) **Governing Law.** This Agreement shall be governed by and interpreted and enforced in accordance with the substantive laws of the Commonwealth of Pennsylvania without reference to the conflicts of laws rules of that or any other jurisdiction, except that Federal law shall also apply to the extent relevant. The Members hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against another party hereto. Each Member expressly agrees that any action or proceeding arising out of or related to this Agreement may be commenced in the Court of Common Pleas of Indiana County, and each Member agrees that a summons or complaint commencing action or proceeding in such Court shall be properly served and confer personal jurisdiction. Each Member hereby waives any claim that Indiana County, Pennsylvania, is an inconvenient forums and any claim that any action or proceeding arising out of or related to this Agreement and commenced in either of such Court lacks proper venue.

(g) **Severability.** If any provision of this Agreement or the application thereof is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision shall not be affected thereby and that provision shall be enforced to the greatest extent permitted by law.

(h) **Construction.** Whenever the context requires, the gender of any word used in this Agreement includes the masculine, feminine or neuter, and the number of any word includes the singular or plural. All references to articles and sections refer to articles and sections of this Agreement, and all references to annexes are to annexes attached hereto, each of which is made a part hereof for all purposes. The headings in this Agreement are for convenience only; they do not form a part of this Agreement and shall not affect its interpretation.

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


Christopher A. Fabin


Andrew J. Fabin

Exhibit A

Date:

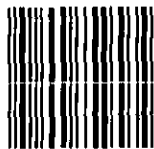
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15

<u>Member (Name and Address)</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>	<u>Voting Rights</u>
Christopher A. Fabin 1114 Goral Road Homer City PA 15748	Partner	50%	50
Andrew J. Fabin 231 Bethel Church Road Indiana PA 15701	Partner	50%	50

FBF Transport LLC
231 Bethel Church Rd
Indiana Pa 15701



1000



17105

U.S. POSTAGE
PAID
INDIANA, PA
15701
JUN 07 11
AMOUNT

\$1.28
00032239-06

FIRST CLASS

Secretary
Pennsylvania Public Utility Commission
PO Box 3265
Harrisburg Pa 17105-3265