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PA.P.U.C.
SECRETARY'S BUREAU

Benjamin Truck Service, LLC

725 Main St. – Box 44

Limestone, NY 14753

716-925-7187

10/10/12

Stacy D. Benjamin – Presently Shown


PA PUC A-00113166

C-2012-2305458

Owner – Stacy D. Benjamin

Sole Owner – 100% Shares

The ownership of said business has not been changed. Stacy D. Benjamin is sole owner and controls 100% of shares.


Stacy D. Benjamin - Owner

**OPERATING AGREEMENT FOR
BENJAMIN TRUCK SERVICE, LLC**
A New York State single-member limited liability company

This operating agreement is made and entered into as of 27th. 01, 2000, by and among Benjamin Truck Service, LLC, a New York State limited liability company (the Company) and Stacy D. Benjamin (Member), who executes this operating agreement as the sole member of the Company.

WHEREAS, the Member wishes to enter into this operating agreement for the purposes of governing the Company to and for the purpose of any lawful business in the state of New York.

WHEREAS, the Member had operated the business until now as a sole proprietorship and intends through this operating agreement and any related documents to transfer all assets of that prior sole proprietorship to the Company.

WHEREAS, the Member intends to provide for the operation of the Company to handle all lawful business in the state of New York.

NOW, THEREFORE, in consideration of the agreement below and other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed as follows:

Article I: Organization

A. **Formation:** The Company has been organized as a New York State limited liability company under New York law by filing articles of organization with the New York State Department of State, as required by law.

B. **Name:** The name of the Company shall be Benjamin Truck Service LLC. The Member shall have the right to take required steps to change the name, should he choose to do so.

C. **Duration:** The Company shall continue in existence for the maximum period provided under New York law or until the Company shall be dissolved and its affairs concluded as required by this agreement and by law.

D. **Tax Status:** The Company shall be taxed as a sole proprietorship unless and until at least one other member is added. When and if that happens, the Company shall be treated as a partnership for tax purposes.

Article II: Books, Records and Accounting

A. **Books and Records:** The Company shall maintain accurate and complete books and records of its business, as required by law. Such books shall be kept at the business location, 725 North Main Street, Limestone, New York. They shall not be combined with the books and records of personal transactions of the Member.

B. **Fiscal Year:** The Company shall use the calendar year as its fiscal year.

C. Capital Contributions: The Member's initial capital contribution to the Company shall be the assets of the prior sole proprietorship. Future capital contributions may be made at the Member's discretion.

D. Allocations and Distributions: Except as required by the Internal Revenue Code, net profits, net losses and other items of income, gain, loss, deduction and credit for the Company shall be reported by the Member on his income tax return. The Member may make distributions as he determines the Company has funds available.

Article III: Powers of Member

E. The sole member has the authority to

1. Do all things necessary or convenient to carry out the business of the Company, including making all decisions concerning the Company's business.
2. Purchase, lease or otherwise acquire any real, personal, tangible or intangible property.
3. Sell, convey, mortgage, grant a security interest in, pledge, lease, license, exchange or otherwise dispose of or encumber any real, personal, tangible or intangible property.
4. Open one or more depository accounts and make deposits into those accounts and make checks and withdrawals against those accounts.
5. Designate a second person with authority to sign on any of the accounts mentioned in number 4, as he feels necessary.
6. Open a safe deposit box in the name of the Company and designate and authorize other persons, as he feels necessary, to have access to that box.
7. Borrow money, incur liabilities and other obligations, establish lines of credit, enter mortgages and other credit and financing facilities relating to the Company.
8. Obtain insurance for the Company and its property.
9. Prosecute or defend any proceeding in the Company's name or relating to the Company.
10. Enter into any arrangements or agreements and execute any needed documents and instruments relating to the Company.
11. Engage consultants and agents, define their duties and establish their compensation.
 - a. This expressly includes the right of the Member to designate a person to operate the Company in the event of the illness, disability or death of the Member. If such a person is appointed, he or she shall be called the Manager and shall have all of the powers listed in this agreement unless they are limited by the Member in a document appointing the Manager.

Article IV: Unrelated Activities

At his sole discretion, the Member may choose to take part in other types of business, including establishment of a similar business to that operated by the Company. The Company shall not have any right or interest in such business or in any income or profits from them.

Article V: Standard of Care, Liability

A. The Member shall discharge his duties in good faith, with the care an ordinary prudent person in a similar position would exercise under similar circumstances and in a manner he reasonably believes is in the best interest of the Company.

B. The Member shall not be liable for any monetary or other damages to the Company or for any breach of duties except as follows:

1. If he receives a financial benefit to which he is not entitled.
2. If he takes any action or refuses to act in violation of this agreement or in knowing violation of the law.
3. If he acts in a manner which is grossly negligent.

C. The Member may choose to appoint a Manager of the Company. If he does so, terms and conditions of that Manager's employment would be set at the time of employment.

D. Unless the Member expressly assumes liability or is required by law to accept liability, he shall not be liable for the acts, debts or liabilities of the Company.

Article VI: Death, Disability, Dissolution

A. Death of Sole Member: On the death of the Member, the Company will be operated either by a Manager appointed by the Member before the Member's death or by the personal representative of the estate of the Member. That Manager or personal representative will have authority only to conclude the operations of the Company or transfer the Member's interests unless the Member has specified otherwise before his death.

B. Disability of Sole Member: On the disability of the Member, the Company will be operated by a Manager appointed by the Member before his disability. If the Member has not appointed such a Manager, the guardian, committee or conservator of the Member may act as Manager or appoint someone to act as Manager to conclude the operations of the Company or transfer the Member's interests.

C. Dissolution: The Company shall dissolve and its affairs shall be concluded on the first to occur of the following:

1. At a time or on the occurrence of an event specified in the articles of organization, the New York State limited liability law or this operating agreement or
2. By the written consent of the Member.

Article VII: General

A. Entire Agreement: This agreement constitutes the entire agreement among the Member and the Company and contains all of the agreements among the parties with respect to its subject matter. This agreement supersedes any and all other agreements, either oral or written, between the parties with respect to this subject matter.

B. Severability: The invalidity or unenforceability of any provision of this agreement shall not affect the other provisions of it. Should one or more provisions be invalid or unenforceable, this agreement shall be construed in all respects as if the invalid or unenforceable provisions were omitted.

C. Governing Law: This agreement is executed in the state of New York and shall be governed by, construed and enforced in accordance with the laws of the state of New York.

IN WITNESS WHEREOF, the Member has set his hand and seal on the day and year noted.

LLC Name:

By Stacy D. Benjamin

State of New York

County of Cattaraugus

ss:

On the 24 day of May 2007, before me, the undersigned, a Notary Public in and for the state of New York, personally appeared Stacy D. Benjamin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual executed the agreement.

By Barbara Scacchi

Barbara Scacchi
Notary Public, State of New York
Registration #015C5059712
Qualified in Cattaraugus County
My Commission Expires 06-24-10

VERIFICATION

I, STACY D BENJAMIN, hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief) and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. §4904 (relating to unsworn falsification to authorities).

Stacy D. Benjamin
Signature

10/10/12
Date

Benjamin Truck Service
722 Main St. Box 44
Limestone, NY 14753

10 OCT 2012 PM 6 L



SECRETARY PA PUBLIC UTILITY COMM.

P.O. Box 3265

HARRISBURG, PA.

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