

AG LOGISTICS GROUP, LLC

125 Pinkerton Road
Mount Joy, PA 17552

August 6, 2013

RECEIVED
2013 AUG -9 AM 10:41
PA.P.U.C.
SECRETARY'S BUREAU

Secretary, PA Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

Re: Peter E. Miller

Dear Secretary:

A-2008-2058819

The purpose of this letter is to request a change in the form of entity in which the above referenced motor carrier conducts business from Peter E. Miller, a sole proprietorship, to Ag Logistics Group, LLC, a Pennsylvania limited liability company. In furtherance of this request and in accordance with 52 Pa. Code §3.381, I submit the following information:

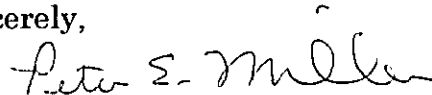
- (1) The docket number of the current motor carrier is A-8910388 and the current name of the motor carrier is Peter E. Miller.
- (2) Enclosed is a copy of the Certificate of Organization for Ag Logistics Group, LLC and the Operating Agreement for Ag Logistics Group, LLC.
- (3) The sole member and manager of Ag Logistics Group, LLC is Peter E. Miller, as evidenced by the attached Operating Agreement.
- (4) Peter E. Miller established Ag Logistics Group, LLC for the purpose of conducting business as a limited liability company (as opposed to a sole proprietorship) and no change in the control or ownership of the business of Ag Logistics Group, LLC or Peter E. Miller, operating as a sole proprietorship, has occurred (i.e., the sole owner and manager of Ag Logistics Group, LLC is Peter E. Miller).

Secretary, PA Public Utility Commission
July 22, 2013
Page 2

In the event any additional information is required, please do not hesitate to contact me.

With kind regards.

Sincerely,

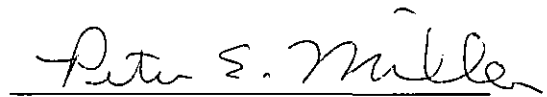


Peter E. Miller

VERIFICATION

I, Peter Miller, 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).

Date: August 6, 2013



Peter E. Miller

RECEIVED
2013 AUG -9 AM 10:41
PA.P.U.C.
SECRETARY'S BUREAU

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS
401 NORTH STREET, ROOM 206
P.O. BOX 8722
HARRISBURG, PA 17105-8722
WWW.CORPORATIONS.STATE.PA.US/CORP

Ag Logistics Group, LLC

THE BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS IS HAPPY TO SEND YOU YOUR FILED DOCUMENT. THE BUREAU IS HERE TO SERVE YOU AND WANTS TO THANK YOU FOR DOING BUSINESS IN PENNSYLVANIA.

IF YOU HAVE ANY QUESTIONS PERTAINING TO THE BUREAU, PLEASE VISIT OUR WEB SITE LOCATED AT WWW.CORPORATIONS.STATE.PA.US/CORP OR PLEASE CALL OUR MAIN INFORMATION TELEPHONE NUMBER (717)787-1057. FOR ADDITIONAL INFORMATION REGARDING BUSINESS AND / OR UCC FILINGS, PLEASE VISIT OUR ONLINE "SEARCHABLE DATABASE" LOCATED ON OUR WEB SITE.

ENTITY NUMBER: 4187624

Brubaker Connaughton Goss & Lucarelli LLC
Urban Place, 480 New Holland Avenue, Suite 6205
Lancaster, PA 17602

**PENNSYLVANIA DEPARTMENT OF STATE
 BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS**

**Certificate of Organization
 Domestic Limited Liability Company
 (15 Pa.C.S. § 8913)**

Name Theodore L. Brubaker, Esquire		
Address 480 New Holland Avenue, Suite 6205		
City Lancaster	State PA	Zip Code 17602

Document will be returned to the name and address you enter to the left.

←

Commonwealth of Pennsylvania
 CERTIFICATE OF ORGANIZATION 3 Page(s)

Fec: \$125



In compliance with the requirements of 15 Pa.C.S. § 8913 (relating to certificate of organization), the undersigned desiring to organize a limited liability company, hereby certifies that:

1. The name of the limited liability company (designator is required, i.e., "company", "limited" or "limited liability company" or abbreviation):
Ag Logistics Group, LLC

2. The (a) address of the limited liability company's initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) Number and Street 125 Pinkerton Road	City Mount Joy	State PA	Zip 17552	County Lancaster
(b) Name of Commercial Registered Office Provider c/o:				County

3. The name and address, including street and number, if any, of each organizer is (all organizers must sign on page 2):

Name Theodore L. Brubaker, Esquire	Address Brubaker Connaughton Goss & Lucarelli LLC 480 New Holland Avenue, Suite 6205 Lancaster, PA 17602
--	--

2013 MAY 13 PM 2: 18
 PA. DEPT. OF STATE

DSCB:15-8913-2

4. *Strike out if inapplicable term*

~~A member's interest in the company is to be evidenced by a certificate of membership interest.~~

5. *Strike out if inapplicable:*

Management of the company is vested in a manager or managers.

6. The specified effective date, if any is: _____

month date year hour, if any

7. *Strike out if inapplicable:* ~~The company is a restricted professional company organized to render the following restricted professional service(s):~~

8. For additional provisions of the certificate, if any, attach an 8 1/2 x 11 sheet.

IN TESTIMONY WHEREOF, the organizer(s) has (have) signed this Certificate of Organization this

13th day of May, 2013.



Signature

Signature

Signature

AG LOGISTICS GROUP, LLC
(A Pennsylvania Limited Liability Company)

OPERATING AGREEMENT

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS OPERATING AGREEMENT HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE PENNSYLVANIA SECURITIES ACT OF 1972, AS AMENDED, OR SIMILAR LAWS OR ACTS OF OTHER STATES IN RELIANCE UPON EXEMPTIONS UNDER THOSE ACTS. THE SALE OR OTHER DISPOSITION OF THE MEMBERSHIP INTERESTS IS RESTRICTED AS STATED IN THIS OPERATING AGREEMENT, AND IN ALL EVENTS IS PROHIBITED UNLESS THE COMPANY RECEIVES AN OPINION OF COUNSEL SATISFACTORY TO IT AND ITS COUNSEL THAT SUCH SALE OR OTHER DISPOSITION CAN BE MADE WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND ANY APPLICABLE STATE SECURITIES ACTS AND LAWS. BY THE EXECUTION OF THIS AGREEMENT AND THE ACQUISITION OF THE MEMBERSHIP INTEREST REPRESENTED HEREBY, THE MEMBER REPRESENTS, *INTER ALIA*, THAT IT IS ACQUIRING THE MEMBERSHIP INTEREST FOR INVESTMENT AND WITHOUT A VIEW TO DISTRIBUTION AND THAT THE MEMBER WILL NOT SELL OR OTHERWISE DISPOSE OF THE MEMBERSHIP INTERESTS WITHOUT REGISTRATION OR OTHER COMPLIANCE WITH THE AFORESAID ACTS AND THE RULES AND REGULATIONS ISSUED THEREUNDER.

**OPERATING AGREEMENT
OF
AG LOGISTICS GROUP, LLC**

This Operating Agreement of Ag Logistics Group, LLC (the "Company"), made effective as of May 13, 2013, has been adopted by the Company and by Peter E. Miller as the sole Member (the "Member") of the Company.

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

ARTICLE 1

DEFINITIONS

1.1. Definitions. In addition to the terms defined in other provisions of this agreement, the following terms shall have the meanings set forth below unless the context requires otherwise:

"Act." The Pennsylvania Limited Liability Company Law of 1994, 15 Pa.C.S.A. §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 contribution." The aggregate amount of cash and the agreed value of any property or services (as determined in writing by the Member and the Company) contributed by the Member to the Company as provided in section 4.1.

"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 Secretary of the Commonwealth of Pennsylvania pursuant to the Act.

"Company." See the preamble.

"Manager." Peter E. Miller and any other person serving at the time as a Manager of the Company as provided in this agreement.

"Member." See the preamble.

"Membership interest." The interest of the Member in the Company, including, without limitation, rights to distributions (liquidating or otherwise), information, and to consent to or approve actions by the Company, all in accordance with the provisions of this agreement and the Act. The Membership interest of the Member is set forth on Schedule 1.

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

“Treasury Regulations” or “Treas.Reg.” The income tax regulations, including temporary regulations, promulgated under the Internal Revenue Code of 1986, as amended, as those regulations may be amended from time to time (including corresponding provisions of successor regulations).

ARTICLE 2

ORGANIZATION

2.1. Principal Place of Business; Other Offices. The principal place of business of the Company shall be at 125 Pinkerton Road, Mount Joy, Pennsylvania 17552, or at such other place as the Manager may designate from time to time, which need not be in the state in which the Company was organized. The Company may have such other offices as the Manager may designate from time to time.

2.2. Purpose. 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 to engage in any and all lawful activities necessary, convenient, desirable, or incidental to the foregoing.

ARTICLE 3

MEMBERSHIP INTERESTS

3.1. Transferability of Membership Interests. Membership interests shall be freely transferable or assignable, in whole or in part, either voluntarily or by operation of law, and it shall not be necessary to obtain the approval of the Manager in order to transfer or assign a Membership interest, in whole or in part.

3.2. Admission of Additional Members. Additional members of the Company may be admitted to the Company at the direction of the Member. If a new operating agreement or an amendment and restatement of this agreement is not executed by the Member and any new member(s) in connection with the admission of the first additional member, this agreement shall terminate upon the date the first additional member is admitted.

ARTICLE 4

FINANCIAL AND TAX MATTERS

4.1. Capital Contributions. The Company shall keep a record of the capital contributions made by the Member. The 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.

4.2. Advances by the Member. The Member may agree, with the consent of the Manager, to loan funds to or guarantee obligations of the Company. A loan to the Company or guarantee of its obligations by the Member is not a capital contribution.

4.3. Distributions.

(a) Except as otherwise provided in Article 9, the Manager shall authorize the Company to make distributions to the Member at such times and in such amounts as the Member shall, in the Member's sole discretion, inform the Manager are to be made.

(b) Unless otherwise determined by the Manager, no distribution will be paid to the Member upon the Member's withdrawal from the Company in connection with a voluntary transfer or assignment of the Member's entire Membership interest in accordance with the provisions of the Act and this agreement.

4.4. Title to Company Property. All real and personal property shall be acquired in the name of the Company and title to any property so acquired shall vest in the Company itself rather than in the Member.

4.5. Tax Elections. The Company shall be classified as a "disregarded entity" and neither the Company nor the Manager, without the written consent of the Member, may make an election for the Company to be taxable as a corporation for federal income tax purposes or to be excluded from the application of the provisions of subchapter K of chapter 1 of subtitle A of the Code or any similar provisions of applicable state law, and no provision of this agreement shall be construed to sanction or approve such an election.

ARTICLE 5

MANAGEMENT

5.1. Management by Manager.

(a) The business and affairs of the Company shall be managed by or under the direction of the Manager.

(b) The Manager may delegate the right, power, and authority to manage the day-to-day business, affairs, operations, and activities of the Company to any officer, employee, or agent of the Company, subject to the ultimate direction, control, and supervision of the Manager. If the Manager appoints an officer of the Company with a title that is commonly used for officers of a business corporation, the assignment of that title shall constitute the delegation of the authority and duties that are normally associated with that office, subject to any specific delegation of authority and duties made by the Manager. Any number of offices may be held by the same person. The salaries and other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Manager.

5.2. Removal. The Manager may be removed from the position of Manager, with or without cause, by the Member. If the Manager is removed, the Member shall serve as Manager until a replacement Manager is appointed by the Member. Subject to the terms

and conditions of any employment agreement between the Manager and the Company, the Manager shall have no contractual rights of action against the Member as a result of the Manager's removal and nothing in this agreement shall be construed as granting to the Manager any right to continued service as Manager of the Company.

5.3. Compensation. The Manager shall be reimbursed for all expenses reasonably incurred by the Manager in managing the Company, and may, at the election of the Member, be entitled to compensation for management services rendered, in an amount to be determined from time to time by the Member (subject to any employment agreement between the Manager and Company).

ARTICLE 6

MEMBER

6.1. Member. The name and address of the Member is:

Peter E. Miller
125 Pinkerton Road
Mount Joy, PA 17552

6.2. Liability of the Member. The Member, as such, shall not be liable for the debts, obligations, or liabilities of the Company or for the acts or omissions of any Manager, officer, agent, or employee of the Company except to the extent mandated in the Act and all provisions of this agreement shall be interpreted and, if necessary, supplemented or limited, as necessary, to carry out such intent.

ARTICLE 7

INDEMNIFICATION OF THE MEMBER, MANAGERS, OFFICERS, AND OTHER AUTHORIZED REPRESENTATIVES

7.1 Indemnification. The Company shall indemnify any person who was or is a party to or is threatened to be made a party to or is otherwise involved in any threatened, pending, or completed action or proceeding, including without limitation actions by or in the right of the Company, whether civil, criminal, administrative, or investigative, by reason of the fact that the person is or was the Member, the Manager, or an officer of the Company, or is or was serving while the Member, the Manager, or an officer of the Company at the request of the Company as a director, manager, officer, employee, agent, fiduciary, or other representative of another corporation (for-profit or not-for-profit), limited liability company, partnership, joint venture, trust, employee benefit plan, or other enterprise, against all liabilities, expenses (including without limitation attorneys' fees), judgments, fines, excise taxes, and amounts paid in settlement in connection with the action or proceeding unless the act or failure to act by the person giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness. The Company shall have the power to indemnify employees and agents of the Company on the same basis as provided in this section with respect to the Member, the Manager, and officers, and to advance expenses to employees and agents on the same basis as provided in section 7.2, as the Manager may from time to time determine or authorize.

7.2. Advancement of Expenses. Expenses (including without limitation attorneys' fees) incurred by any person who was or is the Member, the Manager, or an officer of the Company in defending any action or proceeding referred to in section 7.1 shall automatically be paid by the Company, without the need for action by the Manager or the Member, in advance of the final disposition of the action or proceeding upon receipt of an undertaking by or on behalf of the person to repay the amount advanced if it shall ultimately be determined that the person is not entitled to be indemnified by the Company.

7.3. Interpretation. The indemnification and advancement of expenses provided by or pursuant to this Article 7 shall not be deemed exclusive of any other rights to which any person seeking indemnification or advancement of expenses may be entitled under any insurance policy, agreement, approval of the Member, approval of the Manager, or otherwise, both as to actions in the person's official capacity and as to actions in another capacity while holding an office, and shall continue as to a person who has ceased to be the Member, the Manager, or an officer and shall inure to the benefit of the heirs, executors, and administrators of the person. If the Act is amended to permit the Company to provide greater rights to indemnification and advancement of expenses for its Members, Managers, and officers than the express terms of this Article 7, this Article 7 shall be construed to provide for such greater rights.

7.4. Contract. The duties of the Company to indemnify and to advance expenses to the Member, the Manager, or an officer as provided in this Article 7 shall be in the nature of a contract between the Company and each such person, and no amendment or repeal of any provision of this Article 7 shall alter, to the detriment of such person, the right of the person to the advancement of expenses or indemnification related to a claim based on an act or failure to act that took place prior to the amendment or repeal or the termination of the service of the person as the Member, the Manager or officer, whichever is earlier.

ARTICLE 8

REPORTS AND BANK ACCOUNTS

8.1. Reports. The Manager shall be responsible for the preparation of financial reports of the Company as the Member may reasonably request. The Company shall bear the costs of preparing the reports.

8.2. Financial Accounts. The Manager shall establish and maintain one or more separate bank and investment accounts in the Company's name with financial institutions and firms that the Manager determines. The Manager may not commingle the Company's funds with the funds of the Member or of the Manager.

ARTICLE 9

DISSOLUTION, LIQUIDATION, AND TERMINATION

9.1. Dissolution.

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

- (1) the written direction of the Member; or
- (2) the entry of an order of judicial dissolution of the Company under the Act.

(b) The death (or dissolution if the Member is not a natural person), retirement, insanity, resignation, or bankruptcy of the Member or the occurrence of any other event that terminates the continued Membership of the Member shall not cause a dissolution of the Company.

9.2. Liquidation and Termination.

(a) Upon the dissolution of the Company, the Manager shall act as liquidator or may appoint one or more representatives or the Member as liquidator. The liquidator shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidator shall continue to operate the Company properties with all of the power and authority of the Manager. The steps to be accomplished by the liquidator are as follows:

(1) as promptly as possible after dissolution and again after final liquidation, the liquidator shall cause a proper accounting to be made of the Company's assets, liabilities, and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable;

(2) the liquidator shall first pay, satisfy, or discharge from Company funds all of the debts, liabilities, and obligations of the Company to its creditors (including, without limitation, all expenses incurred in liquidation and any advances described in section 4.2) or otherwise make adequate provision for payment and discharge thereof (including, without limitation, the establishment of a cash escrow fund for contingent liabilities in such amount and for such term as the liquidator may reasonably determine), all in accordance with the provisions of the Act as may be applicable;

(3) after all of the payments required by subsection (a)(2) have been made, any remaining assets of the Company shall be distributed to the Member.

(b) All distributions in kind to the Member under this section shall be made subject to the liability of the Member for costs, expenses, and liabilities relating to the assets distributed in kind theretofore incurred or for which the Company has committed prior to the date of termination and those costs, expenses, and liabilities shall be assigned

to the Member pursuant to this section. The distribution of cash and/or property to the Member in accordance with the provisions of this section constitutes a complete return to the Member of its capital contributions and a complete distribution to the Member of its Membership interest in all the Company's property.

9.3. Certificate of Dissolution. On completion of the liquidation of Company assets as provided herein, the Company is terminated, and the Manager (or such other person or persons as the Act may require or permit) shall file any documents to complete such dissolution with the required governmental bodies and take such other actions as may be necessary to terminate the existence of the Company.

ARTICLE 10

GENERAL PROVISIONS

10.1. Notices.

(a) Any notice required to be given to the Member under the provisions of this agreement or by the Act shall be given either personally or by sending a copy thereof:

(1) by first-class or express mail, postage prepaid, or courier service, charges prepaid, to the postal address or street address of the Member appearing on the books of the Company. Notice pursuant to this subsection shall be deemed to have been given to the Member when deposited with a courier service for delivery to the Member; and

(2) by e-mail, or other electronic communications supplied by the Member to the Company for the purpose of notice. Notice pursuant to this subsection shall be deemed to have been given to the Member when sent.

(b) Any notice to the Company or the Manager must be given to the Manager at the principal place of business of the Company. Notice pursuant to this subsection shall be given in the manner described in subsection (a).

10.2. Entire Agreement. This agreement constitutes the entire agreement of the Member and the Company 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.

10.3. Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any person in the performance by that person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that person of the same or any other obligations of that person with respect to the Company. Failure on the part of a person to complain of any act of any person or to declare any person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that person of its rights with respect to that default until the period of the applicable statute of limitations has run.

10.4. Amendment. This agreement or the certificate may be amended from time to time by action of the Member. All amendments must be in writing.

10.5. 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 Member and the personal representatives, successors, and assigns of the Member. This agreement is expressly not intended for the benefit of any creditor of the Company or any other person, except a person entitled to indemnification, contribution, or advancement of expenses under Article 7. Except and only to the extent provided by applicable statute, no such creditor or other person shall have any rights under this agreement.

10.6. Governing Law. This agreement shall be governed by and interpreted and enforced in accordance with the substantive laws of the state in which it is organized (including, without limitation, provisions concerning limitations of actions), without reference to the conflicts of laws rules of that or any other jurisdiction, except that federal laws shall also apply to the extent relevant.

10.7. Severability. If any provision of this agreement or the application thereof to any person or circumstance is held invalid or unenforceable to any extent, the remainder of this agreement and the application of that provision to other persons or circumstances shall not be affected thereby and that provision shall be enforced to the greatest extent permitted by law.

10.8. 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. The headings in this agreement are for convenience only; they do not form a part of this agreement and shall not affect its interpretation.

[The remainder of this page is intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, the Company and the Member have caused this agreement to be executed as of the day and year first above written.

MEMBER:

Peter E. Miller
Peter E. Miller

COMPANY:

By: Peter E. Miller
Peter E. Miller, Manager

SCHEDULE 1

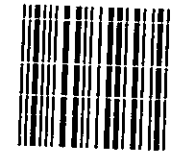
Name and Address of Member	Interest
Peter E. Miller 125 Pinkerton Road Mount Joy, PA 17552	100%

Ag Logistics Group LLC
PO Box 476

Mount Joy, PA. 17552



1000



17105

U.S. POSTAGE
PAID
ELIZABETHTOWN, PA
17022
AUG 07, 13
AMOUNT

\$1.32
00064164-11

Secretary, PA Public Utility Commission
PO Box 3265
Harrisburg, PA. 17105