

STATE REPRESENTATIVE
BRAD ROAE
6TH LEGISLATIVE DISTRICT

PO BOX 202006
ROOM 162 EAST WING
HARRISBURG, PA 17120-2006
717-787-2353

900 WATER STREET
DOWNTOWN MALL
MEADVILLE, PA 16335
814-336-1136

109 SOUTH WASHINGTON STREET
TITUSVILLE, PA 16354
814-827-6054



House of Representatives
Commonwealth of Pennsylvania
Harrisburg

COMMITTEES

INSURANCE
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EDUCATION
HUMAN SERVICES

CAUCUSES

PRO-LIFE CAUCUS
SPORTSMEN'S CAUCUS
FIREFIGHTER'S CAUCUS
LIBERTY CAUCUS
GAS AND OIL CAUCUS

broae@pahousegop.com
www.RepRoae.com

A - 00116888

TO: June Perry
Public Utility Commission
North 302
Keystone Building
400 North Street
Harrisburg, Pennsylvania 17110

FROM: Representative Brad Roae

DATE: January 3, 2014

SUBJECT:

Enclosed please find information needed by the PUC for the Application of Chadwick R & Diana L. Wise to change their business to an LLC. I am respectfully requesting your assistance in getting this to the appropriate department.

Thank you in advance for your attention to this matter.

BR/cre

Enclosures

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SECRETARY'S OFFICE

Chad Wise Trucking LLC
Chadwick R. & Diana L. Wise
32896 State Hwy 77
Centerville, PA. 16404
814-967-4503

January 3, 2014

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

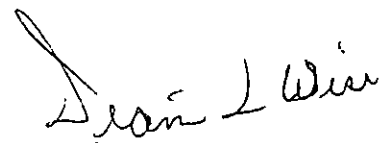
Please find the following information enclosed for a name change for motor carrier's entity, reason formation of a limited liability company , The docket number is A-0116888, The names presently shown on commission records are Chadwick R & Diana L. Wise, Tenants by entirety T D B A Chad Wise Trucking, 32896 State Hwy 77, Centerville, PA. 16404.

Enclosed is certificate of organization for Chad Wise Trucking LLC, Operating agreement for Chad Wise Trucking LLC, with members names, Chadwick R. Wise & Diana L. Wise. There has been no change in ownership of the business. Enclosed is a dated Verified Statement that the facts above set forth are true and correct. We are requesting a name change to Chad Wise Trucking LLC.

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Sincerely,


Diana L. Wise

VERIFICATION

I, Diana L. White, 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).

Diana L. White
Signature

1/3/2014
Date

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Entity #: 4227070
Date Filed: 11/13/2013
Carol Aichele
Secretary of the Commonwealth

PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

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

PENNCORP SERVICEGROUP, INC.
600 NORTH SECOND STREET
PO BOX 1210
HARRISBURG, PA 17108-1210

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

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Commonwealth of Pennsylvania
CERTIFICATE OF ORGANIZATION 3 Page(s)



37717

Fees: \$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):
Chad Wise Trucking, 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	City	State	Zip	County
32896 State Hwy 77	Centerville	PA	16404	Crawford

(b) Name of Commercial Registered Office Provider
c/o: _____

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

Name	Address
Diana L. Wise	32896 State Hwy 77, Centerville, PA 16404

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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.~~

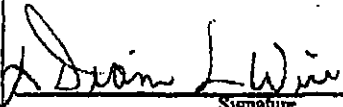
~~5. *Strike out if inapplicable:*
Management of the company is vested in a manager or managers.~~

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
12th day of November r 2013


Signature

Signature

Signature

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TAL
SECRETARY'S OFFICE

**OPERATING AGREEMENT OF
CHAD WISE TRUCKING, LLC,
A PENNSYLVANIA LIMITED LIABILITY COMPANY**

This Operating Agreement ("Agreement") of Chad Wise Trucking, LLC is made and entered into by and between Chadwick R. Wise and Diana L. Wise as the members, and Chad Wise Trucking, LLC, a Pennsylvania Limited Liability Company (the "LLC"):

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

**A R T I C L E I
FORMATION OF LIMITED LIABILITY COMPANY**

1. Purpose. The object and purpose of, and the nature of the business to be conducted and promoted by, the LLC is to engage in any lawful act or activity for which limited liability companies may be formed under the Pennsylvania Limited Liability Company Act, 15 Pa.C.S. § 8901, et seq., as amended from time to time (the "Act") and to engage in any and all lawful activities necessary or incidental to the foregoing.

2. Members. The name and address of the Members are Chadwick R. Wise, 32896 State Hwy 77, Centerville, Pennsylvania 16404; and Diana L. Wise, 32896 State Hwy 77, Centerville, Pennsylvania 16404. The Membership interests assigned to each member is as set forth herein.

3. Term. The term of existence of the LLC shall continue indefinitely.

4. Business. The business of the LLC shall be:

a) A Trucking Company and

b) To conduct or promote any lawful businesses or purposes within Pennsylvania or any other jurisdiction which a limited liability company is legally allowed to conduct or promote.

5. Registered Office and Registered Agent. The registered office and place of business of the LLC shall be 32896 State Hwy 77, Centerville, PA 16404, and the registered agent at such office shall be Diana L. Wise. The Members may change the registered office

and/or registered agent from time to time.

6. Duration. The LLC will commence business as of the date of filing and will continue in perpetuity.

7. Fiscal Year. The LLC's fiscal and tax year shall end December 31.

ARTICLE II MEMBERS

8. Initial Members. The initial members of the LLC, their capital contributions, and their percentage interest in the LLC are:

Initial Members	Percentage Interest in LLC	Capital Contribution
Chadwick R. Wise	50%	
Diana L. Wise	50%	

9. Additional Members. New members may be admitted only upon the consent of a majority of the Members and upon compliance with the provisions of this Agreement.

ARTICLE III MANAGEMENT

10. Management. The management of the LLC shall be vested in the Members without an appointed manager. The members shall elect officers who shall manage the LLC. The *President and Secretary may act for and on behalf of the LLC and shall have the power and authority to bind the LLC in all transactions and business dealings of any kind except as otherwise provided in this Agreement.*

11. Officers and Relating Provisions. In the event the Members elect to manage the LLC, rather than appointing a manager, the Members shall appoint officers for the LLC and the following provisions shall apply:

(a) Officers. The officers of the LLC shall consist of a president, a treasurer and a secretary, or other officers or agents as may be elected and appointed by the Members. A Member may hold more than one or all offices. The officers shall act in the name of the LLC

and shall supervise its operation under the direction and management of the Members, as further described below.

(b) Election and Term of Office. The officers of the LLC shall be elected at the initial meeting by the Members by a majority vote and remain in effect until changed by the Members by a majority vote. Vacancies may be filled or new offices created and filled at any meeting of the Members. Each officer shall hold office until his/her death, until he/she shall resign, or until he/she is removed from office. Election or appointment of an officer or agent shall not of itself create a contract right.

(c) Removal. Any officer or agent may be removed by a majority of the Members whenever they decide that the best interests of the LLC would be served thereby. Such removal shall be without prejudice to the contract rights, if any, of the person so removed.

(d) Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Members for the unexpired portion of the term.

(e) President. The President shall be the chief executive officer (CEO) of the LLC and shall preside at all meetings of the Members. The President shall have such other powers and perform such duties as are specified in this Agreement and as may from time to time be assigned by the Members of the LLC.

(1) The Treasurer. The Treasurer shall be the chief financial officer (CFO) of the LLC. The Treasurer shall not be required to give a bond for the faithful discharge of his/her duties. The Treasurer shall: (i) have charge and custody of and be responsible for all funds and securities of the LLC; (ii) in the absence of the President, preside at meetings of the Members; (iii) receive and give receipts for moneys due and payable to the LLC from any source whatsoever, and deposit all such moneys in the name of the LLC in such banks, trust companies or other depositories as shall be selected by the Members of the LLC; and (iv) in general perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned by the President or by the Members of the LLC.

(f) Secretary. The secretary shall: (i) keep the minutes of the Members meetings in one or more books provided for that purpose; (ii) see that all notices are duly given in accordance with the provisions of this Agreement or as required by law; (iii) be custodian of LLC records; (iv) keep a register of the post office address of each Member; (v) certify the Member's resolutions; and other documents to the LLC as true and correct; (vi) in the absence of the President and Treasurer, preside at meetings of the Members and (vii) in general perform all duties incident to the office of secretary and such other duties as from time as may be assigned by the President or the Members.

12. Member Only Powers. Notwithstanding any other provision of this Agreement, only a majority of the Members may: (a) sell or encumber (but not lease) any real estate owned by the LLC, or (b) incur debt, expend funds, or otherwise obligate the LLC if the debt, expenditure, or other obligation exceeds \$25,000.

A R T I C L E I V
CONTRIBUTIONS, PROFITS, LOSSES, AND DISTRIBUTIONS

13. Interest of Members. Each Member shall own a percentage interest (sometimes referred to as a share) in the LLC. The Member's percentage interest shall be based on the amount of cash or other property that the Member has contributed to the LLC and that percentage interest shall control the Member's share of the profits, losses, and distributions of the LLC. The Members's percentage interest in the LLC shall be as follows:

<u>Members</u>	<u>Capital Contribution</u>	<u>% Interest in LLC</u>
Chadwick R. Wise		50%
Diana L. Wise		50%

14. Contributions. The initial contributions and initial percentage interest of the Members are as set out in this Agreement.

15. Additional Contributions. Only a majority of the Members of the LLC may call on the Members to make additional cash contributions as may be necessary to carry on the LLC's business. The amount of any additional cash contribution shall be based on the Member's then existing percentage interest. To the extent a Member is unable to meet a cash call, the other Members can contribute the unmet call on a pro rata basis based on the Members' percentage interests at that time, and the percentage interest of each Member will be adjusted accordingly.

16. Record of Contributions/Percentage Interests. This Agreement, any amendment(s) to this Agreement, and all Resolutions of the Members of the LLC shall constitute the record of the Members of the LLC and of their respective interest therein.

17. Profits and Losses. The profits and losses and all other tax attributes of the LLC shall be allocated among the Members on the basis of the Members' percentage interests in the LLC.

18. Distributions. Distributions of cash or other assets of the LLC (other than in dissolution of the LLC) shall be made in the total amounts and at the times as determined by a majority of the Members. Any such distributions shall be allocated among the Members on the

basis of the Members' percentage interests in the LLC.

19. Change in Interests. If during any year there is a change in a Member's percentage interest, the Member's share of profits and losses and distributions in that year shall be determined under a method which takes into account the varying interests during the year.

ARTICLE V VOTING CONSENT TO ACTION

20. Voting by Members. Members shall be entitled to vote on all matters which provide for a vote of the Members in accordance with each Member's percentage interest.

21. Majority Required. Except as otherwise provided and delegated to the Officers or Managers, a majority of the Members, based upon their percentage ownership, is required for any action.

22. Meetings - Written Consent. Action of the Members or Officers may be accomplished with or without a meeting. If a meeting is held, evidence of the action shall be by Minutes or Resolution reflecting the action of the Meeting, signed by a majority of the Members, or the President and Secretary. Action without a meeting may be evidenced by a written consent signed by a majority of the Members, or the President and Secretary.

23. Meetings. Meetings of the Members may be called by any Member owning 10% or more of the LLC, or, if Managers were selected, by any Manager of the LLC, or if Officers were elected, by any officer.

24. Majority Defined. As used throughout this agreement the term "Majority" of the Members shall mean a majority of the ownership interest of the LLC as determined by the records of the LLC on the date of the action.

ARTICLE VI DUTIES AND LIMITATION OF LIABILITY MEMBERS, OFFICERS, AND PERSONS SERVING ON ADVISORY COMMITTEES; INDEMNIFICATION

25. Duties of Members: Limitation of Liability. The Members, Managers and Officers shall perform their duties in good faith, in a manner they reasonably believe to be in the best interests of the LLC, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. No Member or Officer, by reason of being or having been a Member or Officer, shall be liable to the LLC or to any other Member or officer for any loss or damage sustained by the LLC or any other Member or Officer unless the loss or damage shall

have been the result of fraud, deceit, gross negligence, willful misconduct, or a wrongful taking by that Member or Officer.

26. Members Have No Exclusive Duty to LLC. The Members shall not be required to participate in the LLC as their sole and exclusive business. Members may have other business interests and may participate in other investments or activities in addition to those relating to the LLC. No Member shall incur liability to the LLC or to any other Member by reason of participating in any such other business, investment or activity.

27. Protection of Members and Officers.

(a) As used herein, the term "Protected Party" refers to the Members and officers of the LLC.

(b) To the extent that, at law or in equity, a Protected Party has duties (including fiduciary duties) and liabilities relating thereto to the LLC or to any other Protected Party, a Protected Party acting under this Agreement shall not be liable to the LLC or to any other Protected Party for good faith reliance on:

(i) the provisions of this Agreement;

(ii) the records of the LLC; and/or

(iii) such information, opinions, reports or statements presented to the LLC by any person as to matters the Protected Party reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the LLC.

(c) The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Protected Party to the LLC or to any other Protected Party otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of such Protected Party.

28. Indemnification and Insurance.

(a) Right to Indemnification.

(i) Any person who is or was a member or officer of the LLC and who is or may be a party to any civil action because of his/her participation in or with the LLC, and who acted in good faith and in a manner which he/she reasonably believed to be in, or not opposed to, the best interests of the LLC may be indemnified and held harmless by the LLC.

(ii) Any person who is or was a member or officer of the LLC and who is or may be a party to any criminal action because of his/her participation in or with the LLC, and who acted in good faith and had reasonable cause to believe that the act or omission was lawful, may be indemnified and held harmless by the LLC.

(b) Advancement of Expenses. Expenses (including attorney's fees) incurred by an indemnified person in defending any proceeding shall be paid in advance of the proceedings conclusion. Should the indemnified member or officer ultimately be determined to not be entitled to indemnification, that member or officer agrees to immediately repay to LLC all funds expended by the LLC on behalf of the member or officer.

(c) Non-Exclusivity of Rights. The right to indemnification and payment of fees and expenses conferred in this section shall not be exclusive of any right which any person may have or hereafter acquire under any statute, provision of this Agreement, contract, agreement, vote of Members or otherwise. The Members and officers are expressly authorized to adopt and enter into indemnification agreements for Members and officers.

(d) Insurance. The Members may cause the LLC to purchase and maintain insurance for the LLC, for its Members and officers, and/or on behalf of any third party or parties whom the members might determine should be entitled to such insurance coverage

(e) Effect of Amendment. No amendment, repeal or modification of this Article shall adversely affect any rights hereunder with respect to any action or omission occurring prior to the date when such amendment, repeal or modification became effective.

ARTICLE VII MEMBERS INTEREST TERMINATED

29. Termination of Membership. A Member's interest in the LLC shall cease upon the occurrence of one or more of the following events:

(a) A Member provided notice of withdrawal to the LLC thirty (30) days in advance of the withdrawal date. *Withdrawal by a Member is not a breach of this Agreement*

(b) A Member dies.

(c) There is an entry of an order by a court of competent jurisdiction adjudicating the Member incompetent to manage his/her person or his/her estate.

(d) In the case of an estate that is a Member, the distribution by the fiduciary of

the estate's entire interest in the LLC.

(e) A Member, with the consent of a majority of the Members: (1) makes an assignment for the benefit of creditors; (2) files a voluntary petition in bankruptcy; (3) is adjudicated a bankrupt or insolvent; (4) files a petition or answer seeking for himself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law or regulation; (5) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against him in any proceeding of the nature described in this paragraph; (6) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the Member or of all or any substantial part of his properties; or (7) if any creditor permitted by law to do so should commence foreclosure or take any other action to seize or sell any Member's interest in the LLC.

(f) If within ninety (90) days after the appointment, without a member's consent or acquiescence, of a trustee, receiver, or liquidator of the Member or of all or any substantial part of the member's properties, said appointment is not vacated or within ninety (90) days after the expiration of any stay, the appointment is not vacated and/or has not been consented to by a majority of the members.

(g) Any of the events provided in applicable code provisions that are not inconsistent with the dissociation events identified above.

30. Effect of Dissociation. Any dissociated Member shall not be entitled to receive the fair value of his LLC interest solely by virtue of his dissociation. A dissociated Member that still owns an interest in the LLC shall be entitled to continue to receive such profits and losses, to receive such distribution or distributions, and to receive such allocations of income, gain, loss, deduction, credit or similar items to which he would have been entitled if still a Member. For all other purposes, a dissociated Member shall no longer be considered a Member and shall have no rights of a Member.

A R T I C L E V I I I **RESTRICTIONS ON TRANSFERABILITY OF LLC INTEREST;** **SET PRICE FOR LLC INTEREST**

31. LLC Interest. The LLC interest is personal property. A Member has no interest in property owned by the LLC.

32. Encumbrance. A Member can encumber his LLC interest by a security interest or other form of collateral only with the consent of a majority of the other Members. Such consent shall only be given if the proceeds of the encumbrance are contributed to the LLC to respond to a cash call of the LLC.

33. Restriction on Transfer. No member may convey their LLC interest without the consent of the Remaining Members.

34. Successor In Interest. In the event of the death, disability, voluntary termination, or involuntary termination of the interest of either Member, that Member's interest shall be transferred to the surviving or Remaining Member, without cost.

A R T I C L E I V **DISSOLUTION**

35. Termination of LLC. The LLC will be dissolved and its affairs must be wound up only upon the written consent of a majority of the Members.

36. Final Distributions. Upon the winding up of the LLC, the assets must be distributed as follows: (a) to the LLC creditors; (b) to Members in satisfaction of liabilities for distributions; and (c) to Members first for the return of their contributions and secondly respecting their LLC interest, in the proportions in which the Members share in profits and losses.

A R T I C L E X **TAX MATTERS**

37. Capital Accounts. Capital accounts shall be maintained consistent with Internal Revenue Code § 704 and the regulations there under.

38. S Corporation Election. The Members elect that the LLC be taxed as a partnership.

A R T I C L E X I **RECORDS AND INFORMATION**

39. Records and Inspection. The LLC shall maintain at its place of business the Certificate of Organization, any amendments thereto, this Agreement, and all other LLC records required to be kept by the Act, and the same shall be subject to inspection and copying at the reasonable request, and the expense, of any Member.

40. Obtaining Additional Information. Subject to reasonable standards, each Member may obtain from the LLC from time to time upon reasonable demand for any purpose reasonably related to the Member's interest as a Member in the LLC: (1) information regarding the state of the business and financial condition of the LLC; (2) promptly after becoming available, a copy of the LLC's federal, state,

and local, income tax returns for each year; and (3) other information regarding the affairs of the LLC as is just and reasonable.

A R T I C L E X I I M I S C E L L A N E O U S P R O V I S I O N S

41. Amendment. Except as otherwise provided in this Agreement, any amendment to this Agreement may be proposed by a Member. Unless waived by the Members, the proposing Member shall submit to the Members any such proposed amendment together with an opinion of counsel as to the legality of such amendment and the recommendation of the Member as to its adoption. A proposed amendment shall become effective at such time as it has been approved in writing by a majority of the Members. *This Agreement may not be amended nor may any rights hereunder be waived except by an instrument in writing signed by the party sought to be charged with such amendment or waiver, except as otherwise provided in this Agreement.*

42. Applicable Law. To the extent permitted by law, this Agreement shall be construed in accordance with and governed by the laws of the State of Pennsylvania.

43. Pronouns, Etc. References to a Member or Manager, including by use of a pronoun, shall be deemed to include masculine, feminine, singular, plural, individuals, partnerships or corporations where applicable.

44. Counterparts. This instrument may be executed in any number of counterparts each of which shall be considered an original.

45. Specific Performance. Each Member agrees with the other Members that the other Members would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that monetary damages would not provide an adequate remedy in such event. Accordingly, it is agreed that, in addition to any other remedy to which the nonbreaching Members may be entitled, at law or in equity, the nonbreaching Members shall be entitled to injunctive relief to prevent breaches of this Agreement and, specifically, to enforce the terms and provisions of this Agreement in any action instituted in any court of the United States or any state thereof having subject matter jurisdiction thereof.

46. Further Action. Each Member, upon the request of the LLC, agrees to perform all further acts and to execute, acknowledge and deliver any documents which may be necessary, appropriate, or desirable to carry out the provisions of this Agreement.

47. Method of Notices. All written notices required or permitted by this Agreement shall be hand delivered or sent by registered or certified mail, postage prepaid, addressed to the LLC at its place of business or to a Member as set forth on the Member's signature page of this Agreement (except that

of business or to a Member as set forth on the Member's signature page of this Agreement (except that any Member may from time to time give notice changing his address for that purpose), and shall be effective when personally delivered or, if mailed, on the date set forth on the receipt of registered or certified mail.


48. Facsimiles. For purposes of this Agreement, any copy, facsimile, telecommunication or other reliable reproduction of a writing, transmission or signature may be substituted or used in lieu of the original writing, transmission or signature for any and all purposes for which the original writing, transmission or signature could be used, provided that such copy, facsimile telecommunication or other reproduction shall have been confirmed received by the sending Party.

WHEREFORE, the Parties have executed this Agreement on the dates stated below their signatures on the attached signature page for each individual Party.

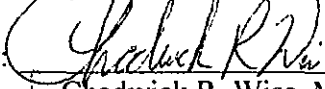
NOTICE: EACH MEMBER HEREBY CERTIFIES THAT HE OR SHE HAS RECEIVED A COPY OF THIS OPERATING AGREEMENT AND FORMATION DOCUMENT OF CHAD WISE TRUCKING, LLC, A PENNSYLVANIA LIMITED LIABILITY COMPANY. EACH MEMBER REALIZES THAT AN INVESTMENT IN THIS LLC IS SPECULATIVE AND INVOLVES SUBSTANTIAL RISK. EACH MEMBER IS AWARE AND CONSENTS TO THE FACT THAT THE INTERESTS IN THE LLC HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR ANY SECURITIES ACT OF THE STATE OF PENNSYLVANIA. EACH MEMBER AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THE FORMATION CERTIFICATE OR ARTLCLES.

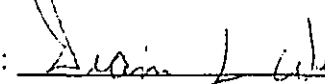
Members:


Chadwick R. Wise


Diana L. Wise

Company: **Chad Wise Trucking, LLC**

By: 
Chadwick R. Wise, Member

By: 
Diana L. Wise, Member

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F.A.P. SECURE AS
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