

Bracalente Trucking LLC.

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Fax

To: PUC	From: Shelley Gilbert
Attn: Takia	Pages: 6
Fax: 717-787-0974	Date: 4/23/14
Re: Bracalente Trucking LLC	

Frederick S Bracalente President and 50% owner
2203 Williams Church Road
Hellertown PA 18055

Kirk t Bracalente Vice-President and 50% owner
3180 West Woods Place
Orefield PA 18069

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LIMITED LIABILITY COMPANY AGREEMENT

OF

BRACALENTE TRUCKING LLC

This Limited Liability Company Agreement (this "Agreement") of BRACALENTE TRUCKING LLC, is entered into as of June 16, 2004 by FREDERICK BRACALENTE and KIRK BRACALENTE, both adult individuals, as members ("Members" and each a "Member"). In consideration of the mutual covenants herein contained and for other good and valuable consideration and intending to be legally bound, the Members and the Company hereby agree as follows:

1. Formation. On June 16, 2004 this limited liability company was organized pursuant to the Pennsylvania Limited Liability Company Act of 1994, (15 Pa.C.S. Ch 89) (the "Act") by delivering an executed Certificate of Organization to the Secretary of State in accordance with and pursuant to the Act. The Company and the Members hereby forever discharge the organizer, and the organizer shall be indemnified by the Company and the Member from and against, any expense or liability actually incurred by the organizer by reason of having been the organizer of the Company. The Organizer shall have no right or claim to the Company and shall not be otherwise involved with the Company, other than serving as its organizer.

2. Purpose: The Company is formed for the purpose of engaging in any lawful act or activity for which limited liability companies may be formed under the Act (including, without limitation, acquiring, managing and disposing of real and personal property), and engaging in any and all activities necessary of incidental to the foregoing.

3. Members: The names of the Members are (1) Frederick Bracalente and (2) Kirk Bracalente. Any additional Members shall be added only by unanimous consent of the Members.

4. Powers: The Company shall have all powers and authorities, statutory or otherwise, allowed to limited liability companies under the laws of the Commonwealth of Pennsylvania. The Company may (I) acquire, hold and dispose of interests (whether by the making of investments or otherwise and on such terms and conditions as the Managers may determine) in other entities, including as a partner of a partnership, a member of a limited liability company and a stockholder of a corporation, and (ii) borrow money, and otherwise transact business to the full extent of the law. The agreements made by this Company and its operations shall be the separate from its Members and separate from its Managers, and carried on by the Company for its own financial benefit. The Company may deal with persons who are Members or Managers or related to Managers or Members or who may become Managers or Members. The Company shall have the following specific powers which are set forth for example and not by way of exclusion: to (I) own, buy, sell, mortgage, pledge and transfer real and personal property, (II) engage in the trucking business, (III) purchase and maintain insurance, (IV) contract for services and contract the services of the Company and/or its assets, (V) borrow monies and grant security for such loans and grant collateral for such loans, and

(VI) open bank accounts and deposit and withdraw money from such accounts by signature of one Manager.

5 **Management:** The business and affairs of the Company shall be managed by the Managers. The Managers shall be chosen by the Members. The original Managers shall be Frederick Bracalente and Kirk Bracalente. The Original Managers shall serve until they resign or die or become disabled; and shall not be subject to removal except for criminal conduct affecting the operations or assets of this Company. The Managers shall have the power and authority to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers and authorities, statutory or otherwise, possessed by members of limited liability companies under the laws of the Commonwealth of Pennsylvania. In connection with the foregoing, each Manager is hereby authorized and empowered to act through its employees and other persons designated by a majority of the Managers in carrying out any and all of its powers and authorities under this Agreement, and to delegate any and all of the powers and authorities that any Manager possesses under this Agreement to any of its employees and to any other person designated by the a majority of the Managers. The Managers may, by majority vote, designate one or more persons as officer(s) of the Company and give them such title and authority as set by the Managers. The Managers, by majority vote, may remove such officer or change his or her authority at any time.

6. **Dissolution:**

6.1 The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following:

(a.) the written consent of all persons who are then Members,

(b.) the retirement, resignation, expulsion, bankruptcy or dissolution of the last remaining Member or the occurrence of any other event that terminates the continued membership of the last remaining Member in the Company, or

(c.) the entry of an order of judicial dissolution under 15 Pa.C.S. § 8972 or other applicable law.

6.2 The Members agree not to require, or petition for, the dissolution of the Company or to otherwise seek to terminate its existence.

7. **Capital Contributions:** The Members have each contributed capital to the Company in the sum of \$1,000.00 in exchange for 50% Membership Interest to each Member. Receipt of said sum is acknowledged

8. **Additional Contributions:** No Member is required to make any additional capital contribution to the Company. Any Member may make one or more loans to the Company and receive security for such loans, and no loan shall be deemed to be a capital contribution to the Company. The Managers are authorized to grant security interests and give notes or other indicia of the borrowing, and a loan or security interest or other collateral shall not be nullified or voided or reduced in scope or lien because the lender was a Manager signing for the Company or the lender was the Member or Manager or an affiliate of such person(s).

10. Allocation of Profits and Losses: The Company's profits and losses shall be allocated in proportion to the Ownership Interests of each Member to all Members. At the time of this Agreement, the Ownership Interests of each Member are:

Frederick Bracalente	-	50%
Kirk Bracalente	-	50%

11. Distributions: Distributions shall be made to the Members in cash at the times and in the aggregate amounts determined by the Managers by majority vote. Unless unanimously agreed, no distributions shall be made until all loans from Members have been paid in full or the lender has waived this provision. The Managers shall not be liable to any person for their decision not to make distributions or to otherwise require payment of Company debts or creation of reserves for business of the Company. No Member may compel a profit sharing distribution, and any decision to make a distribution shall always be to Members in the same proportion as Ownership Interests. No creditor of a Member may compel any distribution or redemption of Ownership Interest or force a sale or transfer of an Ownership Interest.

12. Assignments: The Members may assign in whole or in part its limited liability company interest with the consent of the other Member(s), unless transferred to his spouse or descendants or a trust for him and/or some or all of them. A Manager may not assign his voting rights or powers.

13. Resignation: A Member may resign from the Company. Resignation from the Company shall terminate that person's right to be a Manager. Resignation shall not compel a purchase of the Ownership Interests of that Member nor shall the resignation force the repayment of any loan prior to its term or force a distribution.

14. Admission of Additional Members: One or more additional members of the Company may be admitted to the Company with the consent of both of the Original Members, or such of the Original Members as is then surviving.

15. Transfers: The Members may transfer in whole or in part its limited liability company interest with the consent of all of the Original Members. An encumbrance of an interest shall be deemed to be a transfer. A transferee who is not approved by the other Members shall not have any right to participate in management or election of managers or to otherwise have vote in any matter relating to or affecting the Company.

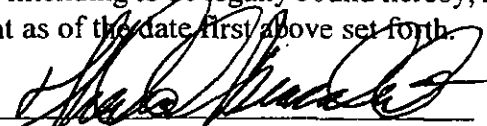
16. Liability of Members: No Member nor any Manager shall have any liability for the obligations or liabilities of the Company except to the extent provided in the Act.

17. 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 principles governing the conflict of laws applicable in that or any other jurisdiction.

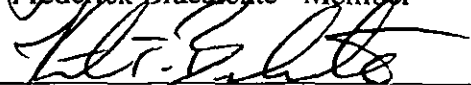
18. Deadlock: If there shall be a deadlock in the voting of the Members or the Managers, or if the Members or Managers cannot reach agreement for action or otherwise, then the

decision of Frederick Bracalente shall control and determine the actions of the Company..

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Limited Liability Company Agreement as of the date first above set forth.



Frederick Bracalente - Member



Kirk Bracalente - Member

BRACALENTE TRUCKING LLC (Company)

By: 
A Manager

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