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July 8, 2020

SUBMITTED VIA E-FILING

Rosemary Chiavetta, Secretary
Commonwealth of Pennsylvania
Pennsylvania Public Utilities Commission
400 North Street
Harrisburg, PA 17120

Re: A-8923053
A-2020-3019234
US DOT #: 3248076
Notice of Name Change for Common Carrier of Property,
Unger Trucking, LLC to Clearshade Trucking, LLC

Dear Secretary Chiavetta:

Our firm is outside counsel to PUC Common Carrier of Property, Unger Trucking, LLC (Certificate of Public Convenience A-2020-3019234). Consistent with the attached Certificate of Amendment for Domestic Limited Liability Company and Amended and Restated Operating Agreement filed with the Pennsylvania Department of State on June 24, 2020, the purpose of this letter is to provide your office with notice that Unger Trucking LLC has changed its name to Clearshade Trucking, LLC.

William Hindman, III was the owner of the membership shares for Unger Trucking, LLC and remains the owner of the membership shares for Clearshade Trucking, LLC. In addition to being the Manager of Unger Trucking LLC and Clearshade Trucking, LLC, William Hindman, III serves as the company's President, Secretary and Treasurer. Clarence Miller serves as the Vice President to Clearshade Trucking, LLC. Mr. Hindman had ownership and control of Unger Trucking, LLC and he maintains ownership and control of Clearshade Trucking, LLC. In further support of this notice of name change, the verification of Mr. Hindman has been submitted along with the Certificate of Amendment filed and accepted by the Pennsylvania Department of State.

In the event you require additional information to endorse the existing Certificate of Public Convenience in the name of Clearshade Trucking, LLC, please contact the undersigned. Thank you for your courtesies.

Very truly yours,

SAXTON & STUMP



Michael T. Traxler

MTT/dlh

cc: Clearshade Trucking, LLC (via email)

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.PA.GOV

M. Crouse
Saxton & Stump LLC 280 Granite Run Drive, Suite 300
Lancaster PA 17601

Clearshade Trucking, LLC

The Bureau of Corporations and Charitable Organizations is happy to send your filed document. The Bureau is here to serve you and we would like to thank you for doing business in Pennsylvania.

If you have any questions pertaining to the Bureau, please visit our website at www.dos.pa.gov/BusinessCharities Or you may contact us by telephone at (717)787-1057. Information regarding business and UCC filings can be found on our searchable database at www.corporations.pa.gov/Search/CorpSearch .

Entity number : 6844073

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

Return document by mail to:

M. Yvonne Crouse
Name

Saxton & Stump LLC, 280 Granite Run Drive, Suite 300
Address

Lancaster PA 17601
City State Zip Code

Return document by email to: _____

Certificate of Amendment-Domestic
Limited Partnership/Limited Liability Company
DSCB:15-8622/8822(rev. 2/2017)



8622

Read all instructions prior to completing. This form may be submitted online at <https://www.corporations.pa.gov/>.

Fee: \$70.00

Check one: Limited Partnership (§ 8622) Limited Liability Company (§ 8822)

In compliance with the requirements of the applicable provisions (relating to certificate of amendment), the undersigned, desiring to amend its Certificate of Limited Partnership/Certificate of Organization, hereby certifies that:

1. The name of the limited partnership/limited liability company is:
Unger Trucking, LLC

2. The date of filing of the original Certificate of Limited Partnership/Certificate of Organization:
2/19/2019
Date(MM/DD/YYYY)

3. The current registered office address on file with the Department of State: *Complete part (a) OR (b) – not both:*

(a) 146 Chandler Avenue, JOHNSTOWN, PA, 15906, Cambria,

Number and Street	City	State	Zip	County
146 Chandler Avenue	JOHNSTOWN	PA	15906	Cambria

(b) c/o: _____

Name of Commercial Registered Office Provider County

4. Check, and if appropriate complete, one of the following:

The amendment adopted by the limited partnership/limited liability company, set forth in full, is as follows:
The name of the Pennsylvania limited liability company shall be changed to Clearshade Trucking, LLC.

The amendment adopted by the limited partnership/limited liability company is set forth in full in Exhibit A attached hereto and made a part hereof.

5. Check, and if appropriate complete, one of the following:

The amendment shall be effective upon filing this Certificate of Amendment in the Department of State.

The amendment shall be effective on: _____ at _____
Date(MM/DD/YYYY) Hour (if any)

6. *Check if the amendment restates the Certificate of Limited Partnership/Organization:*

The restated Certificate of Limited Partnership/Organization supersedes the original Certificate of Limited Partnership/Organization and all previous amendments thereto.

IN TESTIMONY WHEREOF, the undersigned limited partnership/limited liability company has caused this Certificate of Amendment to be executed this 24th day of June, 2020.

Unger Trucking, LLC

**Name of Limited Partnership/Limited Liability
Company**

William T. Hindman III

Signature

Member

Title

AMENDED AND RESTATED OPERATING AGREEMENT
of
CLEARSHADE TRUCKING, LLC
(A Pennsylvania limited liability company)

This Amended and Restated Operating Agreement of Clearshade Trucking, LLC (the “**Company**”), dated as of June 24, 2020 has been adopted by the Company and by William T. Hindman, III, as the sole member (the “**Member**”) of the Company, and amends and replaces, in its entirety, the Operating Agreement of Unger Trucking, LLC dated February 19, 2019.

ARTICLE I—DEFINITIONS

1.01 **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 Uniform Limited Liability Company Act of 2016, 15 Pa.C.S. § 8811 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.

“**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.

“**Contribution**” - Property transferred to, services performed for, or another benefit provided to the Company; an agreement to transfer property to, perform services for, or provide another benefit to the Company; or any combination of the foregoing.

“**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.

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

ARTICLE II—ORGANIZATION

2.01. **Principal Place of Business; Other Offices.** The principal place of business of the Company shall be at 146 Chandler Avenue, Johnstown, PA 15906 or at such other place as the Member may designate from time to time, which need not be in the Commonwealth of Pennsylvania. The Company may have such other offices as the Member may designate from time to time.

2.02. Purpose. The purpose of the Company is to engage in any activity for which limited liability companies may be formed under the Act. The Company shall have all the powers necessary and convenient to affect any purpose for which it is formed, including all powers granted by the Act.

ARTICLE III—MEMBERSHIP INTERESTS

3.01. Transferability of Interest. A membership interest in the Company is freely transferable or assignable, in whole or in part, either voluntarily or by operation of law.

3.02. Admission of Additional Members. Additional members 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 members in connection with the admission of the first additional member, this Agreement shall terminate upon the date the first additional member is admitted.

ARTICLE IV—FINANCIAL AND TAX MATTERS

4.01. Contributions. The Company shall keep a record of the contributions made by the Member. The Member shall not be required to make any contribution to the Company not specifically agreed to 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.

4.02. Advances by the Member. The Member may agree 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.

4.03. Distributions.

(a) Distributions to Member. Distributions shall be made to the Member (in cash or in kind) at such times and in such amounts determined by the Member but only if permitted by the provisions of 15 Pa.C.S. § 8845 or other applicable law except that the prohibition stated in section 8845(a) shall require only that the Company's total assets not be less than its total liabilities.

(b) No Distribution Upon Dissociation. Unless otherwise determined by the Member, 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.

4.04. 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.

ARTICLE V—MANAGEMENT

5.01. Management by Member.

(a) Exclusive Responsibility. The business and affairs of the Company shall be managed by the Member.

(b) General Powers of Member. The Member, on behalf of the Company, shall have the power to do any and all acts necessary or convenient to, or for the furtherance of, the business and affairs of the Company, including the power to (a) purchase, lease or otherwise acquire any real or personal property; (b) sell, convey, mortgage, grant a security interest in, pledge, lease, exchange, or otherwise dispose of or encumber any real or personal property; (c) open one or more depository accounts and make deposits into, write checks against, and make withdrawals against such accounts; (d) borrow money and incur or guaranty liabilities and other obligations; (e) enter into all agreement and execute any and all contracts, documents and instruments; (f) engage employees and agents any define their respective duties and compensation; (g) establish pension plans, trusts, profit sharing plans, and other benefits and incentive plans for the Member, employees and agents of the Company; (h) obtain insurance covering the business and affairs of the Company and its property, and on the lives and well-being of its Member, employees and agents; (i) begin, prosecute, or defend any proceeding in the Company's name; and (j) participate with others in partnerships, joint ventures and other associations and strategic alliances.

(c) Delegation. The Member may appoint officers and agents of the Company to which the Member may delegate whatever duties, responsibilities, and authority the Member may desire. Any officer or agent may be removed by the Member at any time. If the Member appoints an officer of the Company with a title that is commonly used for officers of a business corporation, the assignment of 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 Member. 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 Member.

5.02. Conflicts of Interest. Nothing in this Agreement shall be construed to limit the right of the Member to enter into any transaction that may be considered to be competitive with, or a business opportunity that may be beneficial to, the Company. The Member does not violate a duty or obligation to the Company merely because the conduct of the Member furthers the interests of the Member. The Member may lend money to and transact other business with the Company. The rights and obligations of the Member upon lending money to or transacting business with the Company are the same as those of a person who is not the Member, subject to other applicable law. No transaction with the Company shall be void or voidable solely because the Member has a direct or indirect interest in the transaction.

5.03. Compensation. The Member may be reimbursed for all expenses incurred 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.

5.04. Consent. Any action the Member is required or permitted to take may be taken by consent or approval without any meeting or any other action.

ARTICLE VI—MEMBER

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

William T. Hindman, III
146 Chandler Avenue
Johnstown, PA 15906

6.02. Liability of the Member. A debt, obligation, or other liability of the Company is solely the debt, obligation, or other liability of the Company. The Member is not personally liable, directly or indirectly, by way of contribution or otherwise, for a debt, obligation, or other liability of the Company solely by reason of being or acting as the Member. The failure of the Member to observe any formalities or requirements relating to the exercise of the powers of the Member or the management of the business and affairs of the Company under this Agreement or the Act shall not be grounds for imposing liability on the Member for liabilities of the Company.

ARTICLE VII—INDEMNIFICATION OF THE MEMBER, OFFICERS, AND OTHER AUTHORIZED REPRESENTATIVES

7.01. Indemnification. Except where prohibited by law, 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 or an officer of the Company, or is or was serving while the Member 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. 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 and officers, and to advance expenses to employees and agents on the same basis as provided in section 7.02, as the Member may from time to time determine or authorize.

7.02. Advancement of Expenses. Expenses (including without limitation attorneys' fees) incurred by any person who was or is the Member or an officer of the Company in defending any action or proceeding referred to in section 7.01 shall automatically be paid by the Company, without the need for action by 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 prohibited by law from being indemnified by the Company.

7.03. Exception. Notwithstanding anything in this Article VII to the contrary, the Company shall not be obligated to indemnify an officer under section 7.01 or advance expenses to an officer under section 7.02 with respect to proceedings, claims, or actions commenced by that person, other than mandatory counterclaims and affirmative defenses.

7.04. Interpretation. The indemnification and advancement of expenses provided by or pursuant to this Article VII 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, 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 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 a Pennsylvania limited liability company to provide greater rights to indemnification and advancement of expenses for its Member and officers than the express terms of this Article VII, this Article VII shall be construed to provide for such greater rights.

7.05. Contract. The duties of the Company to indemnify and to advance expenses to the Member or an officer as provided in this Article VII 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 VII 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 or officer, whichever is earlier.

ARTICLE VIII—DISSOLUTION

8.01. Dissolution.

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

- (1) the written direction of the Member;
- (2) the passage of 180 consecutive days after the Company ceases to have any members unless before the end of the period consent to admit at least one specified person as a member is given by transferees owning the rights to receive a majority of distributions at the time of the consent and at least one person becomes a member in accordance with the consent; or
- (3) the entry of a court order dissolving the Company under section 8871(a)(4) of the Act.

(b) Upon dissolution, the Company shall cease carrying on any and all business other than the winding up of the Company business, but the Company is not terminated and shall continue until the winding up of the affairs of the Company is completed and a certificate of termination has been filed pursuant to the Act. Upon the winding up of the Company, the Company's property shall

be distributed (i) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company's liabilities; and (ii) then to the Member. Distributions shall be in cash or property or partly in both, as determined by the Member.

ARTICLE IX—GENERAL PROVISIONS

9.01. 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.

9.02. Amendment. This Agreement or the certificate may be amended from time to time only by action of the Member. All amendments must be in record form.

9.03. 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 heirs, 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 VII. Except and only to the extent provided by applicable statute, no such creditor or other person shall have any rights under this Agreement.

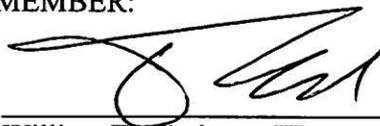
9.04. Governing Law. This Agreement shall be governed by and interpreted and enforced in accordance with the substantive laws of the Commonwealth of Pennsylvania (including, without limitation, provisions concerning limitations of actions), without reference to the conflict of laws rules of that or any other jurisdiction, except that federal laws shall also apply to the extent relevant.

9.05. 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.

9.06. 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.

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:



William T. Hindman, III

COMPANY:

Clearshade Trucking, LLC



By: _____
William T. Hindman, III
Member

VERIFICATION

I, William Hindman, III, hereby state that the facts above set forth are true and correct o 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).



Signature

July 7, 2020