

UACL LOGISTICS, LLC



Secretary PA Public Utility Commission
400 North Street 2nd Floor,
Harrisburg, PA 17120

Re: Utility Code A-00117019

To whom it may concern,

I had previously completed the Public Utility Securing Planning and Readiness Self-Certification Form and made mention of the name change from Universal Specialized LLC. To UACL Specialized LLC. and submitted documents but have not received confirmation of the acceptance.

Please note that I am resubmitting the request now. We have the same DOT, MC, and EIN number and wish to keep our same PUC Certificate number.

NO CHANGE IN THE OWNERSHIP OR CONTROL OF THE BUSINESS.

Signed and Dated Verified statement included.

Thank you,

James Butler, CDS
Director of Safety
jbutler@uacl.com
586-467-1990

UACL.COM 800-845-3632 12341 E. 9 MILE RD, WARREN, MI 48089

**ACTION BY WRITTEN CONSENT
OF THE
SOLE MEMBER
OF
UNIVERSAL SPECIALIZED, LLC**

The undersigned, being the sole member (the "Member") of Universal Specialized, LLC, a Michigan limited liability company (the "Company"), acting under the Michigan Limited Liability Company Act and the operating agreement of the Company (the "Operating Agreement"), hereby consents, approves, and adopts as of the date set forth below the following resolutions of the Company as if duly adopted at a meeting of the Member held for this purpose:

RESOLVED, that the Member hereby declares it advisable and in the best interest of the Company that Article One of the Articles of Organization of the Company be amended to read as follows:

"1. The name of this limited liability company is UACL Specialized, LLC."

RESOLVED, that the Member hereby declares it advisable and in the best interest of the Company that, upon acceptance of the Certificate of Amendment to the Company's Articles of Organization by the State of Michigan, the Operating Agreement of the Company be amended to reflect that the name of the Company is UACL Specialized, LLC.

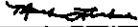
RESOLVED, that the manager, president, treasurer, and secretary of the Company, together with Edwin J. Lukas of Vistula PLC (each, an "Authorized Person" and, collectively, the "Authorized Persons") are, and each of them hereby is, authorized and directed, to prepare, sign, and file, in the name and on behalf of the Company, any and all documents, agreements, certificates, and instruments required to effectuate the foregoing resolutions and the transactions contemplated thereby, all with such changes therein as any such person deems necessary, appropriate, or advisable, and to take such actions as such person deems necessary or appropriate in furtherance of the foregoing resolutions, with the execution and delivery of any such document, agreement, certificate, or instrument, or the taking of any such action, being conclusive evidence of such person's authority hereunder to act.

* * * * *

IN WITNESS WHEREOF, the undersigned has executed and delivered this Action by
Written Consent as of January 21, 2021.

SOLE MEMBER:

UACL Logistics Holdings, LLC

By: 

By: Mark Limback (Jan 21, 2021 16:32 EST)

Name: Mark Limback

Title: President

Consent of Member to Name Change (Universal Specialized LLC) (No. 2 of 3)






Final Audit Report

2021-01-21

Created:	2021-01-21
By:	Edwin Lukas (lukas@vistulalaw.com)
Status:	Signed
Transaction ID:	CBjCHBCAABAAaCOYpApDv1JMgsLLJEnyKSkv8x7kc4e8

RCVD PUC SEC BUR
JUN 12 2023 AM 10:58

"Consent of Member to Name Change (Universal Specialized LLC) (No. 2 of 3)" History

-  Document created by Edwin Lukas (lukas@vistulalaw.com)
2021-01-21 - 9:17:33 PM GMT- IP address: 68.43.199.108
-  Document emailed to Mark Limback (mlimback@universaltruckloadinc.com) for signature
2021-01-21 - 9:17:53 PM GMT
-  Email viewed by Mark Limback (mlimback@universaltruckloadinc.com)
2021-01-21 - 9:29:10 PM GMT- IP address: 63.76.80.35
-  Document e-signed by Mark Limback (mlimback@universaltruckloadinc.com)
Signature Date: 2021-01-21 - 9:32:28 PM GMT - Time Source: server- IP address: 63.76.80.35
-  Agreement completed.
2021-01-21 - 9:32:28 PM GMT

AMENDED AND RESTATED OPERATING AGREEMENT
OF
UACL SPECIALIZED, LLC

This Amended and Restated Operating Agreement of UACL Specialized, LLC, a Michigan limited liability company (the “**Company**”), is made as of January 22, 2021, by and between the Company and UACL Logistics Holdings, LLC, a Delaware limited liability company and sole member of the Company (the “**Member**”). Capitalized terms not otherwise defined when first used have the meanings set forth in Appendix A.

Recitals:

A. The Member formed the Company by filing the Articles with the Department, and the name of the Company as reflected in the Articles was “Universal Specialized, LLC.”

B. The Member and the Company executed and delivered the Operating Agreement on September 3, 2019 (the “**Original Agreement**”).

C. On January 22, 2021, the Member filed with the Department a Certificate of Amendment to the Articles that changed the name of the Company to UACL Specialized, LLC.

D. The Member and the Company now desire to amend and restate the Original Agreement in the form of this Amended and Restated Operating Agreement (the “**Agreement**”) to reflect the new name of the Company, to fully set forth their agreements and understandings regarding the Company, and to own and operate the Company in accordance with the terms of this Agreement.

Accordingly, the Company and the Member agree as follows:

Article 1
ORGANIZATION OF COMPANY.

Section 1.1 Formation. The Company was formed by filing the Articles with the Department pursuant to the Michigan Act.

Section 1.2 Name and Office. The name of the Company is UACL Logistics, LLC, and its office shall be located at such place as the Manager determine from time to time.

Section 1.3 Purposes. The Company may engage in any activity permitted under the Michigan Act. The Company shall have the authority to do all things necessary or convenient to accomplish its purposes and to operate its business, including all powers granted by the Michigan Act.

Section 1.4 Powers of the Company. The Company has the power and authority to take all actions necessary, appropriate, advisable, convenient or incidental to or for the furtherance of the purpose set forth in Section 1.3.

Section 1.5 Registered Office and Resident Agent. The Company's registered office is at the office of its resident agent as set forth in the Articles. The Manager may change the registered office and resident agent from time to time in accordance with the Michigan Act. If the resident agent resigns, the Company shall promptly appoint a successor.

Section 1.6 Member. The Company was formed as a limited liability company with one member. In the event the Company is to add any additional members, the Company and all of its members shall execute a new operating agreement to replace this Agreement.

Section 1.7 Organizational Expenses. The Company will pay all its organizational expenses, including the preparation and review of this Agreement, subject to the agreement of the Member. The Company will reimburse the Member for any organizational expenses of the Company incurred by the Member.

Article 2

CAPITAL CONTRIBUTIONS; BORROWINGS.

Section 2.1 Capital Contributions of Member. The prior capital contributions of the Member are as recorded on the books and records of the Company.

Section 2.2 Additional Capital Contributions. No additional capital contributions shall be required unless approved by the Member.

Article 3

MANAGEMENT.

Section 3.1 Identification of Manager. The Company will be managed by one or more Manager as designated by the Member from time to time.

Section 3.2 Powers of the Manager. Except for any matter reserved to a vote of the Member under the Michigan Act, the Articles, or this Agreement, the Manager will manage and have complete control over the conduct of the affairs of the Company. The Manager shall have the authority to take any and all actions on behalf of the Company to the fullest extent permitted by the Michigan Act. The Manager may appoint, employ, or otherwise contract with any persons for the transaction of the business of the Company or the performance of services for or on behalf of the Company, and the Manager may delegate to any such person such authority to act on behalf of the Company as the Manager may from time to time deem appropriate. The Manager may appoint a President, Chief Financial Officer, Vice Presidents, Treasurer, Secretary or other officers from time to time with such duties to be specified by the Manager. The Manager shall have the authority to replace any officer at any time and for any reason.

Section 3.3 No Management by Other Persons or Entities. Except as otherwise provided in this Agreement or as otherwise expressly delegated by the Manager, no person or entity other than the Manager is an agent of the Company or has any right, power or authority to transact any business in the name of the Company or to act for or on behalf of or to bind the Company.

Section 3.4 Self-Dealing. The Manager, Member and any Affiliate of the Member may deal with the Company, directly or indirectly, as vendor, purchaser, employee, agent or in any other capacity. No contract or other act of the Company is voidable or affected in any manner by the fact that the Manager, Member or its Affiliate is directly or indirectly interested in such contract or other act apart from its interest as the Manager or Member, nor is the Manager or the Member or Affiliate of either, accountable to the Company or the Member in respect of any profits directly or indirectly realized by it by reason of such contract or other act, and the Member shall be eligible to vote or take any other action as the Manager or Member in respect of such contract or other act as it would be entitled were its Affiliate not interested therein. Notwithstanding the foregoing provisions of this Section: (a) any direct or indirect interest of the Manager, in any contract or other act, shall be disclosed to the Member prior to entering into such contract or taking such act, (b) such contract or other act shall be on an arm's length basis between the parties and on commercially reasonable terms, and (c) such contract or other act shall be approved by the Member.

Section 3.5 Resignation. A Manager may resign at any time by giving written notice to the Member. The resignation of a Manager will take effect upon the Member's receipt of written notice of the Manager's resignation or at such later time as shall be specified in the written notice. Unless otherwise specified in the Manager's written notice of resignation, the acceptance of the Manager's resignation is not necessary to make it effective.

Section 3.6 Removal. The Member may remove a Manager at any time with or without cause.

Section 3.7 Vacancies. If a Manager resigns or is removed, the Member may appoint a new manager and will appoint a new manager if, because of the resignation, there would then be no manager.

Article 4 MEMBER.

Section 4.1 Rights of the Member. Except as otherwise provided in the Michigan Act, the Articles of this Agreement, the Member has no right to take part in, vote on, or interfere in any manner with the management of the Company and has no authority to act for or on behalf of the Company.

Section 4.2 Assignments, Additional Members. The Member may transfer or assign (including as a collateral assignment or pledge) in whole or in part its Membership Interest. If the Member voluntarily transfers or assigns its entire Membership Interest (not including a collateral assignment or pledge), the Member will automatically withdraw and the assignee automatically and simultaneously will be admitted as the successor Member without any further action at the time such voluntary transfer or assignment becomes effective. The Company will continue without dissolution. If the Member transfers or assigns less than all its Membership Interest, this Agreement will be amended to reflect that the Company will have more than one member or one member and one or more economic interest holding assignees.

Section 4.3 Outside Business. The Member or any Affiliate thereof may engage in or possess an interest in any business venture of any nature or description, independently or with others, similar or dissimilar to the business of the Company. The Company will have no rights by virtue of this Agreement in and to such independent ventures or the income or profits derived therefrom. The pursuit of any such venture, even if it competes with the business of the Company, will not be deemed wrongful or improper. The Member or any Affiliate thereof is not obligated to present any particular investment opportunity to the Company even if such opportunity is of a character that, if presented to the Company, could be taken by the Company. The Member or Affiliate shall have the right to take for its own account (individually or as a partner, shareholder, fiduciary or otherwise) or to recommend to others any such particular investment opportunity.

Section 4.4 Liability. The Member shall not have any liability for the obligations or liabilities of the Company except to the extent provided in the Michigan Act.

Section 4.5 Voting. The Member shall be entitled to vote on any matter reserved to a vote of the Member under the Michigan Act, the Articles, or this Agreement or submitted to a vote of the Member by the Manager.

Section 4.6 Consent. The Member may take by written consent signed by the Member any action required or permitted to be taken by the Member, setting forth the action so taken, and bearing the date and signature of the Member.

Article 5 PROFITS AND LOSSES; DISTRIBUTIONS.

Section 5.1 Allocation of Profits and Losses. The profits and losses of the Company will be determined as of the end of each Fiscal Year of the Company and will be allocated entirely to the Member.

Section 5.2 Distributions.

(a) The Company will distribute all Distributable Cash to the Member from time to time, as determined by the Manager.

(b) The Company will not declare or pay any distributions when the Company is Insolvent.

Article 6 LIMITATION OF LIABILITY; INDEMNIFICATION.

Section 6.1 Limitation of Liability. Unless otherwise provided in this Agreement or expressly assumed, the Member will not be liable for the acts, debts or liabilities of the Company beyond its capital contribution.

Section 6.2 Liability of Member to the Company. If the Member knowingly receives from the Company a distribution either that is in violation of this Agreement or when the Company is Insolvent, the Member will be liable to the Company for the repayment of the distribution.

Section 6.3 Indemnification

(a) *General.* To the fullest extent permitted by the Michigan Act, the Company, its receivers or its trustees, will indemnify and hold harmless any Manager and any Member, and may indemnify and hold harmless any employee or agent of the Company, who was or is a party or is threatened to be made a party to a threatened, pending or completed action, suit or proceeding, whether civil, criminal administrative, or investigative, and whether formal or informal, because such person is or was a Manager, Member, employee or agent of the Company against expenses (including attorney fees), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with the action, suit or proceeding.

(b) *Other Remedies.* A Member's and a Manager's right to be indemnified under this section is in addition to and not in limitation of any other right of indemnification and reimbursement or limitations of liability to which any Member or Manager may be entitled as a matter of law. Notwithstanding any repeal or amendment of this section, its provisions are binding upon the Company (subject only to the exceptions otherwise set forth in this section) as to all actions, suits or proceedings and expenses connected therewith, judgments and settlements thereof, arising out of matters that occur during or relate to the period prior to any such repeal or amendment of this section.

Article 7 TERM OF COMPANY.

Section 7.1 Dissolution. The Company will dissolve promptly after the occurrence of any of the following events:

- (a) The sale or other disposition of substantially all of the property of the Company (without reinvestment) and the distribution of the net proceeds thereof;
- (b) Receipt of the written consent of the Member; or
- (c) The entry of a decree of judicial dissolution.

Section 7.2 Limitations on Dissolution or Bankruptcy. The dissolution or bankruptcy of the Member shall not cause the dissolution of the Company.

Section 7.3 Application of Assets. Upon dissolution of the Company, the Manager will conclude the affairs of the Company. If there is no Manager, a trustee that the Member appoints ("**Trustee**") will conclude the Company's affairs. The assets of the Company may be liquidated or distributed in kind, as determined by the Manager or the Trustee. The assets, or proceeds from liquidation of the assets, will be applied first to the payment of, or to a reserve for the payment of Company liabilities (including such provision for contingent or unforeseen liabilities as the Manager deems appropriate), and then to the Member. If the Company cannot sell its assets without undue loss or readily divide the assets for distribution in kind to the Member, the Company may, as determined by the Manager or the Trustee, as the case may be, convey those assets to a trust or other suitable holding entity established for the benefit of the Member, in order to permit the assets to be sold without undue loss, and the proceeds thereof to be distributed to the Member

at a future date. The Manager or the Trustee will determine the legal form of the holding entity, the identity of the trustee or other fiduciary and the terms of its governing instrument.

Article 8

MISCELLANEOUS PROVISIONS.

Section 8.1 Amendments. This Agreement may be amended by the Member in writing.

Section 8.2 Books of Account; Reports. The Manager shall keep true and complete books of account and records of all Company transactions. The Company will keep its books of account and records at its principal office.

Section 8.3 Bank Accounts and Investment of Funds. The Manager will, or will direct others to, deposit all Company funds to in its name in checking accounts, savings accounts, time deposits or certificates of deposit or otherwise invested as any of the Manager determine from time to time. Withdrawals shall be made upon such signature or signatures as any of the Manager designate.

Section 8.4 Accounting Decisions. The Manager will make accounting decisions, except as specifically provided to the contrary herein in accordance with generally accepted accounting principles consistently applied. Such decisions shall be acceptable to the accountants retained by the Company. The Manager may rely upon the advice of the accountants as to whether such decisions are in accordance with generally accepted accounting principles.

Section 8.5 Federal Income Tax Elections. The Company shall, to the extent permitted by applicable law and regulations and upon obtaining any necessary approval of the Commissioner of Internal Revenue, elect to use such methods of depreciation, and make all other Federal income tax elections in such manner, as the Manager determine to be most favorable to the Member.

Section 8.6 Entire Agreement. This Agreement constitutes the entire Agreement between the parties, who may modify it only as provided in this Agreement. No party or its agent has made any representations, or oral or implied agreements, and no party to this Agreement relies upon any representation or agreement not set forth in it. This Agreement supersedes any and all other agreements, either oral or written, by and among the Company, its Member and the Manager, including but not limited to the Original Agreement.

Section 8.7 Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if (i) physically delivered or telephonically transmitted by telecopier or other similar means, (ii) one (1) day after having been delivered to Federal Express or other delivery courier for next day delivery, with proof of delivery to the recipient received by the courier in the form of a signature of recipient, or (iii) three (3) days after having been deposited in the United States Mail, as certified mail with return receipt requested and with postage prepaid.

Section 8.8 Binding Effect. This Agreement is binding upon, and shall inure to the benefit of, the parties, their successors and permitted assigns. None of the provisions of this Agreement shall be construed to be for the benefit of or to be enforceable by any creditor of the Company or of the Member or by any other Person not a party to this Agreement.

Section 8.9 Severability. The invalidity or unenforceability of any provision of this Agreement in a particular respect shall not affect the validity and enforceability of any other provision of this Agreement or of the same provision in any other respect.

Section 8.10 Captions. All captions are for convenience only, do not form a substantive part of this Agreement, and shall not restrict or enlarge any substantive provisions of this Agreement.

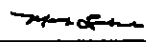
Section 8.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall constitute one instrument.

Section 8.12 Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Michigan, without regard to the rules of conflict of laws thereof or of any other jurisdiction that would call for the application of the substantive laws of a jurisdiction other than the State of Michigan.

The Member has executed this Agreement as of the date first written above.

MEMBER:

UACL Logistics Holdings, LLC,
a Delaware limited liability company


By: Mark Limback (Jan 22, 2021 11:54 EST)
Name: Mark Limback
Title: Manager

APPENDIX A DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

"Affiliate" means any Person controlling or controlled by or under common control with the Company including, without limitation (i) any Person who has a familial relationship, by blood, marriage or otherwise with any partner or employee of the Company, or any Affiliate thereof and (ii) any Person which receives compensation for administrative, legal or accounting services from this Company, or any Affiliate. For purposes of this definition, "control" when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Agreement" means this Amended and Restated Operating Agreement, together with any amendments adopted in accordance with this Agreement and the Michigan Act.

"Articles" means the Articles of Organization, including any restatements or amendments thereto, filed with the Department.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company" means UACL Specialized, LLC, a Michigan limited liability company.

"Department" means the Department of Licensing and Regulatory Affairs, Corporations Division, of the State of Michigan.

"Distributable Cash" means, at any time, that portion of the cash and cash equivalent assets of the Company which, in light of the Company's then current and foreseeable sources of, and needs for, cash, exceeds the amount of cash needed by the Company, as determined by the Manager, to (i) service its debts and obligations in a timely fashion, excluding loans made by the Member, (ii) maintain adequate working capital and reserves, and (iii) conduct its business and carry out its purposes, including reinvestment of funds received by the Company.

"Fiscal Year" means, with respect to the Company, a calendar year, which also shall be the Company's taxable year for federal income tax purposes.

"Insolvent" means such time as when the value of the Company's assets become less than the sum of its liabilities or the Company becomes unable to pay its debts as they become due in the usual course of business.

"Manager" means the person appointed as the manager by the Member under Section 3.1.

"Member" is the Person designated as such in the preamble of the Agreement. Any reference to the Member, unless the context clearly requires otherwise, includes a reference to its predecessor and successor in interest (other than a mere assignee who does not become a substitute Member).

"Membership Interest" means, with respect to the Member, such Member's (i) entire interest in the Company and the property assets, business and capital thereof; (ii) share of profits, losses and distributions of the Company allocable to such Member under this Agreement; and (iii) right to vote as a Member of the Company under this Agreement.

"Michigan Act" means the Michigan Limited Liability Company Act, as amended or modified from time to time.

"Person" means any individual, corporation, partnership, limited liability company, trust (including any beneficiary thereof), unincorporated organization, or government or any agency or political subdivision thereof.

"Trustee" shall have the meaning set for in Section 7.3.

All references in any of the definitions above to statutory provisions includes reference to corresponding provisions of subsequent law.






UACL Specialized LLC - AR Operating Agreement (Execution Version)

Final Audit Report

2021-01-22

Created:	2021-01-22
By:	Edwin Lukas (lukas@vistulalaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAq7EwzuyFpqwWjib5RkSvRTWMKilrCBN7

"UACL Specialized LLC - AR Operating Agreement (Execution Version)" History

-  Document created by Edwin Lukas (lukas@vistulalaw.com)
2021-01-22 - 3:43:05 PM GMT- IP address: 68.43.199.108
-  Document emailed to Mark Limback (mlimback@universaltruckloadinc.com) for signature
2021-01-22 - 3:43:28 PM GMT
-  Email viewed by Mark Limback (mlimback@universaltruckloadinc.com)
2021-01-22 - 4:48:25 PM GMT- IP address: 68.62.44.206
-  Document e-signed by Mark Limback (mlimback@universaltruckloadinc.com)
Signature Date: 2021-01-22 - 4:54:54 PM GMT - Time Source: server- IP address: 68.62.44.206
-  Agreement completed.
2021-01-22 - 4:54:54 PM GMT

VERIFICATION

I, James Butler, 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).

James W Butler
Signature

06/06/2023
Date

UACL Logistics LLC
12341 E 9 Mile Rd
Warren, MI 48089

FIRST-CLASS



US POSTAGE IMPITNEY BOWES



ZIP 48089
02 7H
00061271 89

\$ 001.08⁰

JUN 06 2023

Secretary PA Public Utility Commission
400 North Street-2nd Floor
Harrisburg PA 17120

1712030093 0000



