

A-2023-3038316

Weller's custom Farming LLC

12868 Johnstons Lane

Mercersburg Pa. 17236

RCVD PUC SEC BUR
OCT 23 2025 AM 10:47

To whom it may concern.

On behalf of Weller's Custom Farming LLC, we need to add LLC to the business name.

There are no changes in the ownership or control of the business.

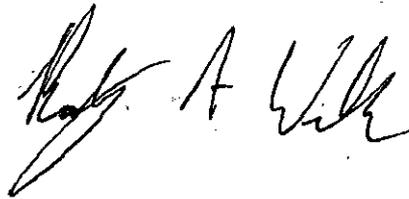
It is still solely owned by Rodney A Weller.

Account #

Account ID

Thank You

Rodney A Weller





Pennsylvania Department of State
Bureau of Corporations and Charitable Organizations
PO Box 8722 | Harrisburg, PA 17105-8722
T: 717.787.1057
dos.pa.gov/BusinessCharities

June 4, 2025

Wellers Custom Farming LLC
12868 JOHNSTONS LANE
MERCERSBURG, PA 17236

Entity Name: Wellers Custom Farming LLC
Amendment Date: June 4, 2025
Amendment Number: 0014455883
Amendment Type: Annual Report

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.

Beginning in 2025, annual reports are required for all domestic filing entities, limited liability general partnerships and registered foreign associations. More information will be forthcoming from the Bureau. However, to ensure that you receive notice of how and when to make annual reports, keep all information on file with the Bureau up-to-date, particularly registered office address.

VERIFICATION

I, Rodney A. Weller, 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).

Rodney A. Weller

Signature

10-1-2025

Date



0014455883



COMMONWEALTH OF PENNSYLVANIA
 Department of State
 Bureau of Corporations and Charitable Organizations
 PO Box 8722
 Harrisburg, Pennsylvania 17105-8722
ANNUAL REPORT
 Fee: \$7

Pennsylvania Department of State

-FILED-

Amendment #: 0014455883
Date Filed: 6/4/2025

B0854-4982 06/04/2025 12:09 PM Received by Pennsylvania Department of State

In compliance with the requirements of 15 Pa.C.S. § 146 (relating to annual report), the undersigned domestic or foreign association hereby states that:

Record Information

File number 0013736093
 Business name Wellers Custom Farming LLC
 Jurisdiction of formation PENNSYLVANIA
 Filing type Domestic Limited Liability Company
 Filing subtype Limited Liability Company

Current Registered Office or Commercial Registered Office Provider

Address 12868 JOHNSTONS LANE
 MERCERSBURG, PA 17236
 FRANKLIN

Principal Office

Address 12868 JOHNSTONS LANE
 MERCERSBURG, PA 17236

Governor(s)

The name of at least one governor to this association. Click on a row to edit. Use the delete button to remove any governors that are no longer serving.

Name of individual or entity
<input checked="" type="checkbox"/> Rodney A Weller

Principal Officer(s)

The names and titles of the persons who are its principal officers, if any, as determined by its governors

Name of individual or organization	Position	Other Position
<input checked="" type="checkbox"/> Rodney A Weller	Other	Sole member

Electronic Signature

IN TESTIMONY WHEREOF, the association has caused this Annual Report to be signed by a duly-authorized representative

preparer Susan K Beidel 06/04/2025
 Signer's Capacity Sign Here Date



Pennsylvania Department of State
Bureau of Corporations and Charitable Organizations
PO Box 8722 | Harrisburg, PA 17105-8722
T: 717.787.1057
dos.pa.gov/BusinessCharities

February 14, 2024

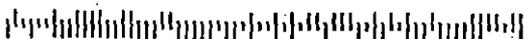
Wellers Custom Farming LLC
12868 JOHNSTONS LANE
MERCERSBURG, PA 17236

Entity Name: Wellers Custom Farming LLC
Entity File Date: February 9, 2024
Entity Number: 0013736093
Filing Type: Domestic Limited Liability Company

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.

Thank you for registering with the Department of State to do business in Pennsylvania. Like many other businesses, you may have employees, sell taxable products, or provide a taxable service to consumers in Pennsylvania. Please visit www.pa100.state.pa.us to register for business taxes with the Department of Revenue and the Department of Labor and Industry. You may also visit www.Business.pa.gov to find resources for businesses through all stages of development.

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WELLER'S CUSTOM FARMING
12868 JOHNSTONS LN
MERCERSBURG PA 17236-9469

Date Issued 11/01/2024
Letter ID L0029057336
FEIN 8372
Account ID
Period Ending 31-Dec-2025

MCRT License

This MCRT License may be carried via paper or electronic format.

As a reminder, when stopped by law enforcement, electronic credentials may be shown as an image on a computer, tablet or smart phone. If an individual voluntarily chooses to prove credentials by presenting the traffic officer, or other government employee, with an electronic device, the officer or official may need to temporarily take possession of the device to verify the validity of the credential. The individual also waives all claims for any damage caused to the electronic device, or believed to be caused, by the traffic officer, or other government employee.

The electronic image must be accurate, accessible and readable. The department suggests the image be stored on an electronic device in each vehicle to ensure access to documentation while in areas of no service or Wi-Fi. If you are unable to provide proof of credentials, you may be cited and required to present proof of registration in a court of law. As mentioned above, accounts may also choose to carry paper versions of these credentials. Only one license is issued for the decal number(s) listed below, therefore a legible copy must be in each qualifying vehicle. For questions, please contact us at ra-pamotorfuelinfo.pa.gov.

Filing requirements

Motor Carrier Road Tax (MCRT) taxpayers are required to maintain records of miles traveled in Pennsylvania from July 1 through June 30 (including miles traveled on the PA Turnpike) and fuel purchases by vehicle. They are also required to report each to the department upon renewing the annual licenses. Failure to report this information will delay the issuance of decals.

MCRT renewals and additional decal requests can be filed electronically through the department's online myPATH platform. To register and use myPATH, visit mypath.pa.gov. A returned payment fee of 10% of the face value of the payment (not to exceed \$100, nor be less than \$25) will be imposed on all returned payments.

REV-1399L (01-13)
PA DEPARTMENT OF REVENUE
MOTOR AND ALTERNATIVE FUEL TAXES
PO BOX 280646
HARRISBURG PA 17128-0646



Motor Carriers Road Tax Registration Card

RODNEY A WELLER
WELLER'S CUSTOM FARMING
12868 JOHNSTONS LN
MERCERSBURG PA 17236-9469

**THIS IS NOT TRANSFERABLE
TO ANY OTHER MOTOR CARRIER**

LICENSE/ACCOUNT NUMBER	
27136837200	
DATE ISSUED	EXPIRATION DATE
11/01/2024	12/31/2025
FOR BUREAU USE ONLY	
DECAL NUMBERS	
621549 - 621550	

This PA Motor Carriers Road Tax license or a legible copy must be carried at all times while operating in PA. It is valid until the expiration date.

OPERATING AGREEMENT
of
WELLER'S CUSTOM FARMING, LLC
(A Pennsylvania limited liability company)

This operating agreement of *WELLER'S CUSTOM FARMING, LLC* (the "company"), effective as of February 9, 2024, has been adopted by the company and by *Rodney A. Weller*, as the sole member (the "member") of the company.

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.

"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.

"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.

"Company." See the preamble.

"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.

"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 12868 Johnstons Lane Mercersburg, PA 17236, 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 company was created for the purposes of doing business as a farming and agricultural company, and may also exist for any other lawful purpose, other than acting as an insurer.

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 with the written consent of the founding Member.

3.02. Admission of Additional Members.

Additional members of the company may be admitted to the company at the direction of the member only if a new operating agreement or an amendment and restatement of this agreement is executed.

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 in record form 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 either 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 operating 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.

4.05. Tax Elections. Neither the company nor 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 Internal Revenue 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 V—MANAGEMENT

5.01. Management by Member.

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

(b) 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.

ARTICLE VI—MEMBER

6.01. Member. The name and address of the member(s) is/are:

*Rodney A. Weller
12868 Johnstons Lane
Mercersburg, PA 17236*

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. 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 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 recklessness, willful misconduct, or a knowing violation of law. 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 not entitled to be 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.

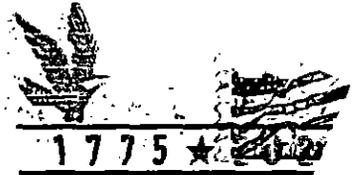
9.04. Governing Law. This agreement shall be governed by and interpreted and enforced in accordance with the substantive laws of the Commonwealth of Pennsylvania (including, without limitation, provisions concerning limitations of actions), without reference to the conflict of laws rules of that or any 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

868 Johnstons Ave
Harrisburg PA 17236

HARRISBURG PA 171

21 OCT 2025 PM 4 L



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

17120-009399

