

In Re:

Brent Miller Trucking LLC

A-2019-3009082- jbs 12/29/25

PUC #8922057

LETTER OF NOTIFICATION – CHANGE OF ENTITY NAME

To the Secretary:

Pursuant to 52 Pa. Code §3.381, this letter serves as formal notification of a change in the entity name of the above-referenced motor carrier.

The motor carrier currently on record as Brent Miller Trucking LLC, operating under PUC #8922057, has changed its entity name to Miller Motor Freight LLC.

The business address for the carrier is:

283 Swartz Rd

Lewisburg, PA 17837

The owner and sole member of the limited liability company is:

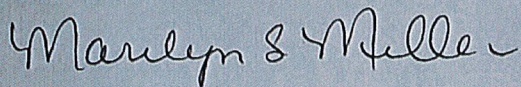
Marilyn S. Miller

There has been no change in ownership or control of the business as a result of this entity name change.

All operations, management, and authority remain the same.

This filing is submitted for the Commission's records. Any required supporting documentation, including the Certificate of Organization and the Verified Statement below, is submitted herewith.

Respectfully submitted,



Marilyn S. Miller

Owner

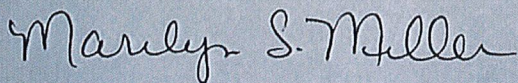
Miller Motor Freight LLC

PUC #8922057

Date: 12/23/25

VERIFICATION

I, Marilyn S. Miller, hereby state that the facts set forth in the foregoing Letter of Notification are true and correct (or are true and correct to the best of my knowledge, information, and belief). I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. §4904 (relating to unsworn falsification to authorities).



Marilyn S. Miller

Signature

Date: 12/23/25



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

April 23, 2025

Miller Motor Freight LLC
283 SWARTZ RD
LEWISBURG, PA 17837-7626

Entity Name: Miller Motor Freight LLC
Amendment Date: April 22, 2025
Amendment Number: 0014349607
Amendment Type: Certificate of Amendment

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.



0014349607



COMMONWEALTH OF PENNSYLVANIA
 Department of State
 Bureau of Corporations and Charitable Organizations
 PO Box 8722
 Harrisburg, Pennsylvania 17105-8722
**CERTIFICATE OF AMENDMENT - DOMESTIC
 LIMITED PARTNERSHIP / LIMITED LIABILITY
 COMPANY**
 Fee: \$70

Pennsylvania Department of State

-FILED-
 Amendment #: 0014349607
 Date Filed: 4/22/2025

B0827-9822 04/22/2025 8:14 AM Received by Pennsylvania Department of State

DSCB:15-8622/8822 (rev. 2/2017)

In compliance with the requirements of 15 Pa.C.S. § 8622 or 15 Pa.C.S. § 8822 (relating to amendment or restatement of certificate), the undersigned, desiring to amend or restate its Certificate of Limited Partnership/ Certificate of Organization, hereby states that:

File number	0006810313
Current filing name	Brent Miller Trucking LLC
Filing type	Domestic Limited Liability Company
Current limited liability company subtype	Limited Liability Company
Initial File Date	12/17/2018

New limited liability company name	Miller Motor Freight LLC
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Effective Date
 The filing shall be effective when filed with the Department of State

Current Registered Office or Commercial Registered Office Provider Address	283 SWARTZ RD LEWISBURG, PA 17837-7626 UNION
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Additional Details
 There are no additional changes

Restated Certificate of Limited Partnership/Certificate of Organization

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

Electronic Signature

I verify that I have electronically signed and submitted this document on behalf of the association.

IN TESTIMONY WHEREOF, the undersigned limited partnership/limited liability company has caused this Certificate of Amendment to be executed by a duly authorized person.

Full Name	Title	Date
Marilyn S Miller	Authorized Member	04/22/2025

OPERATING AGREEMENT

MILLER MOTOR FREIGHT LLC

283 Swartz Rd
Lewisburg, PA 17837

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**AMENDED OPERATING AGREEMENT
FOR
MILLER MOTOR FREIGHT LLC**

This amended operating agreement (this “Agreement”) is made by and between Chadwick B. Miller and Marilyn S. Miller (the “Members”) and Miller Motor Freight LLC (the “Company”). Any future members shall also be bound by this Agreement. This Agreement replaces and supersedes all previous operating agreements of the Company, and describes the governance provisions of the Company, the conduct of its business, and the rights and privileges of the Members.

**ARTICLE 1
COMPANY ORGANIZATION**

1.1 Name

The name of this limited liability company is **Miller Motor Freight LLC**. The Company may do business under this name and under any other name which the Members select. If the Company does business under a name other than that set forth in its Certificate of Organization, the Company shall file a fictitious name registration as required by law.

1.2 Formation and Powers

The Company was formed by filing a Certificate of Organization with the Pennsylvania Department of State on December 17, 2018, under the name Brent Miller Trucking LLC. On April 22, 2025, the Company filed a Certificate of Amendment to change the name to Miller Motor Freight LLC. The Company will exist until dissolved as set forth in this Agreement. The Company shall have all the powers set forth in the Pennsylvania Uniform Limited Liability Company Act of 2016, including any amendments (the “LLC Act”).

1.3 Registered Office

The registered office of the Company is at 283 Swartz Rd, Lewisburg, PA 17837, Union County. The Members may change the location of the registered office from time to time, without updating this provision, by filing the appropriate form with the Department of State.

1.4 Purpose

The purpose of the Company is to engage in the business of hauling freight, as well as any other lawful business activities for which limited liability companies may be organized in Pennsylvania.

**ARTICLE 2
MEMBERSHIP PROVISIONS**

2.1 Members

The Members of the Company and their percentages of ownership of the Company are listed in Schedule A of this Agreement. No certificates will be issued as evidence of ownership. Instead,

the Company shall promptly update Schedule A to reflect any changes in members and percentage of ownership that may take place in the future. No additional members may be admitted to the Company without the written consent of all the Members, unless specifically stated otherwise in this Agreement.

2.2 Membership Voting

Each member has a voting interest that is proportional to the member's percentage of ownership in the Company. "Majority vote" means the approval or consent of members individually or collectively holding 51% or more of the ownership interests of the Company. A "unanimous vote" means the approval or consent of all the Members, unless the context specifies otherwise.

2.3 Member Meetings

The Members may hold meetings at whatever times and places they deem appropriate. Any member may call a meeting by notifying all the other members, by any reasonable means, of the time, place, and general subject matter of the meeting. For any action taken at the meeting to be valid, all members must have actual knowledge of any such meeting and have a reasonable opportunity to attend.

2.4 Participation Requirements.

Each of the Members shall devote as much time and attention to the business of the Company as the Members unanimously agree is appropriate.

2.5 Conflicts of Interest

A member with a personal financial interest in a Company transaction must promptly disclose the financial interest to the other member(s). However, a member does not violate any duty to the Company merely by engaging in conduct that furthers the personal interests of the member. A member may lend money to, or transact business with, the Company, and the rights and obligations of that member will be the same as those of a person who is not a member, provided that the loan or other transaction is properly approved by the Members.

2.6 Confidentiality Agreement

The Members agree that they shall make reasonable efforts to avoid improper sharing of the Company's confidential information with third parties, except for such information that the Members determine by a majority vote should be disclosed or shared. Confidential information may include things such as client lists and information, financial information, business processes and strategies, employee records, and any other non-public information that the Members should reasonably understand is confidential in nature. This confidentiality provision shall remain effective after a member dissociates from the Company.

ARTICLE 3 MANAGEMENT PROVISIONS

3.1 Member Management

The Company shall be managed exclusively by its Members. The Members may unanimously agree to delegate some managerial authority to non-members, such as employees, but the Members will maintain all ultimate managerial control over the Company.

3.2 Authority of Members

Each member has full authority to manage and act on behalf of the Company in the ordinary course of business within the scope of authority delegated to each member by the Members and as provided by generally applicable law. The Members may agree to delegate certain specific authority to individual members and/or may require that certain authority be exercised collectively by the Members. The Members shall attempt to make collective decisions by consensus, but in the absence of consensus any such decisions made in the ordinary course of business shall be made by majority vote. Any “major decisions” outside of the ordinary course of business, however, require approval of the Members by a unanimous vote. For purposes of this provision, major decisions requiring approval by a unanimous vote include, but are not necessarily limited to, the following:

- (a) Selling, leasing, or otherwise transferring any assets of the Company that are worth more than \$5,000.
- (b) Purchasing equipment or other capital assets that cost more than \$5,000 per transaction or an aggregate of more than \$10,000 per calendar year.
- (c) Hiring or firing any employees of the Company and setting the compensation and benefits of such employees.
- (d) Acquiring or modifying any loans for the Company or pledging or mortgaging any property of the Company.
- (e) Lending any of the Company’s funds to any person, including any Member.
- (f) Binding the Company to any contract that is not in the ordinary course of delivering the Company’s products and/or services (for example, agreeing to a long-term building lease).
- (g) Confessing a judgment or settling any claim, including insurance claims, against or on behalf of the Company.
- (h) Authorizing a transaction involving an actual or potential conflict of interest between a member and the Company.
- (i) Commencing a voluntary bankruptcy case for the Company.
- (j) Merging the Company with any other entity.
- (k) Changing the nature of the business of the Company.
- (l) Amending the Company’s Certificate of Organization or this Agreement.

3.3 Resolving Disagreements

If any disagreement arises relating to operational decisions or governance of the Company, the differing parties shall make a good faith effort to resolve the disagreement in the spirit of Christian love and humility. If the disagreement persists, and this Agreement does not otherwise address the issue, then the following procedures shall be followed to resolve the disagreement:

- (a) The Members shall first seek to resolve the disagreement through mediation with one or more neutral mediators selected by majority vote of the Members. Each member involved in the disagreement shall participate in good faith and continue such mediation until the mediator, or all the Members by majority vote, determine that continued mediation is not in the best interest of the Members. The Company shall pay for the fee charged by the mediator, but not for legal fees for any attorneys hired individually by any of the Members.
- (b) If the disagreement is not resolved in mediation, then all the Members shall unanimously select two impartial individuals to serve as arbitrators. If the Members cannot agree on two individuals, then the two sides to the dispute shall each select one impartial individual to serve as an arbitrator. The selected individuals shall together select a third individual, and the three-person arbitration committee shall direct the Members on what action to take. The selected individuals do not need to be professional arbitrators, and they do not need to follow any formal arbitration rules. The Members shall be legally bound by the direction given by the arbitration committee. The Company shall pay for the fee charged by the arbitrator(s), but not for legal fees for any attorneys hired individually by any of the Members.

ARTICLE 4 FINANCIAL PROVISIONS

4.1 Capital Accounts

The Company shall maintain individual capital accounts for each member as part of the Company's annual tax filings. A member's capital account will be credited with all capital contributions made by the member and with all income and gain allocated to the member. A member's capital account will be charged with the amount of funds distributed to the member and with losses and deductions allocated to the member. Members' capital accounts must be maintained in accordance with the federal income tax accounting principles prescribed in Treasury Regulations §1.704-1(b)(2), as may be amended from time to time.

4.2 Contributions and Return of Capital

After making any required initial capital contribution, no member will be required to contribute additional capital to the Company unless the Members unanimously approve all aspects of any additional capital contribution requirements. Except as otherwise provided in this Agreement, no Member has the right to receive any return of any capital contribution or to demand distributions from the Company.

4.3 Allocation of Profits and Losses

The net profit or loss of the Company for each fiscal year will be determined according to the accounting principles employed in the preparation of the Company's federal information return. Profits and losses will be allocated among the Members in proportion to their percentage of ownership. If a member joined or left the Company or changed percentage of ownership during the fiscal year, then the allocation of profits and losses for that member will be pro-rated based on the most equitable of the following two methods: (1) profit or loss for the entire year adjusted to a daily basis (provided that the Company has at least two members at the end of the calendar year) or (2) division of the fiscal year into two or more segments corresponding to the changes in membership or percentage of ownership. Which method is used shall be determined by majority vote of the members existing at the end of the relevant fiscal year.

4.4 Compensation and Reimbursement

The Members may, by unanimous vote, agree to pay compensation to members who render services to the Company. Members are entitled to reimbursement for reasonable expenses incurred on behalf of the Company, unless the Company has a policy of not reimbursing certain expenses.

4.5 Profit Distributions

Subject to the restrictions governing distributions under the LLC Act, profit distributions may be made by the Company to the Members in accordance with their percentages of ownership, at such times and in such amounts as the Members determine by unanimous vote. At a minimum, unless unanimously agreed otherwise by the Members, the Company shall make profit distributions that are sufficient to cover the income taxes that are estimated to be due on the allocation of income of the Company that is taxable to each member.

4.6 Accounting and Records

The Members shall keep records relating to the operation of the Company that are adequate for the Company's business and for carrying out this Agreement. At a minimum, the following must be maintained at the principal office of the Company:

- (a) Copies of federal and state income tax returns shall be kept indefinitely, and records needed to support the amounts claimed on the tax returns shall be kept for at least five years.
- (b) A copy of the Company's Certificate of Organization, including any amendments.
- (c) This Agreement, including a current Schedule A, and any amendments to this Agreement.
- (d) Any resolutions and consents to actions that are adopted by the Members.

4.7 Tax Returns

The fiscal year of the Company will be the calendar year. The Company must prepare and file on a timely basis all required federal and state income tax returns, along with any required payroll and sales tax filings. By the statutory deadline, or as soon as possible thereafter, the Company

shall deliver to each member a Schedule K-1 showing the amount of any distributions, contributions, income, gain, net loss, deductions, or credit allocated to the member during the fiscal year.

4.8 Audits and Partnership Representative

It is the intent of the Company and the Members to annually opt out of partnership-level federal tax audits, as permitted by 26 U.S.C. § 6221(b) or any equivalent code section or regulation. Each member shall promptly sign the required authorization for this annual opt-out when requested to do so. The Members may, however, decide by majority vote to not opt out of partnership-level audits in any given tax year. To the extent applicable in any given year, the following provisions will govern audits of the Company:

- (a) The Company's initial Partnership Representative is **Chadwick B. Miller**. The Members may change the Partnership Representative at any time by (1) majority vote of the Members and (2) complying with the notice requirements in the Internal Revenue Code and associated Regulations.
- (b) The Partnership Representative must exercise reasonable care, loyalty, and good faith when acting as the Partnership Representative on behalf of the Company. For example, the representative should seek competent tax and legal counsel as needed to fulfill this role, and actions taken by the representative that may involve a conflict of interest must be approved by a majority vote of the Members.
- (c) A member that transfers an interest in the Company must reimburse the Company for any partnership-level audit adjustment that relates to a tax year in which the former member was a member. The amount of reimbursement due in such a case is the former member's share of the adjustment, based on how the adjustment would have been allocated had the audit been made at the individual level.

ARTICLE 5 VOLUNTARY TRANSFER OF MEMBERS' INTERESTS

5.1 General Restrictions

No member may transfer all or any part of such member's interest in the Company except as permitted in this Agreement. Any attempted transfer of an interest in violation of the terms of this Agreement is void, unless subsequently ratified by unanimous written agreement of the Members. For purposes of this section a "transfer" includes a full or partial sale, exchange, pledge, or other disposition, voluntarily or by operation of law.

5.2 Permitted Voluntary Transfers

A member may transfer all or a part of the member's interest in the Company to another person or to the Company with the prior written consent of all other members. Any member may refuse such consent for any reason. The terms of such a transfer may be any terms mutually agreed upon by the transferring member and the buyer.

5.3 Substitution of Members

If the interest of a member is validly transferred to any person as permitted by this Agreement, then the transferee of the interest may be admitted as a member of the Company only if the transferee signs a written agreement to be bound by this Agreement (or a new Operating Agreement adopted by all the Members). If a transferee is not admitted as a member, then such transferee will have the right only to receive its share of the profit and loss distributions from the Company to which the transferor would have been entitled and will not have the right to exercise the rights of a member, including, without limitation, the right to vote or inspect or obtain records of the Company.

ARTICLE 6 INVOLUNTARY TRANSFERS

6.1 Withdrawal of a Member

A member may choose to withdraw from the Company, without requiring the consent of the other member(s), but only after giving notice of the withdrawal to the other member(s) at least nine months prior to the effective date of the withdrawal. Within 30 days of any such notice of withdrawal, any other member will have the right to withdraw from the Company, effective on the same date as the initial withdrawing member, by giving written notice of intent to also withdraw. The ownership interest of a withdrawing member shall be purchased as described below, with settlement being made no later than 30 days after the effective date of the withdrawal, unless otherwise agreed by the buying and selling parties.

6.2 Physical or Mental Disability

Any member that becomes mentally incapacitated and is not expected to recover mental capacity within one year may be removed from the Company, as of the date that the member is determined to be mentally incapacitated by the other member(s). If the member being removed disagrees with a good-faith removal action and believes that he or she is not mentally incapacitated, then the member shall submit to an examination by a physician licensed to make such determinations and who is selected by that member. Failure to submit to such an exam will be considered conclusive proof of mental incapacity. Also, any member that becomes physically disabled to the extent that the member can no longer provide meaningful services to the Company for a period of one year may, upon a unanimous vote of the other member(s), be removed from the Company.

6.3 Death of a Member

If a member dies, the remaining member(s) may elect to continue the Company, and if the Company is continued the remaining member(s) shall purchase (or shall cause the Company or a new member to purchase) the ownership interest of the deceased member as described in the following sections. The purchase date may be effective as of the date of the member's death, or a later date not to exceed nine months from the date of death, at the option of the remaining member(s).

6.4 Election to Continue the Company

A member shall cease to be a member upon the death, withdrawal, removal, bankruptcy, or dissolution of that member. Within 90 days following such an event, the remaining member(s) (or any successors in interest if there is no remaining member) may, by majority vote of the remaining member(s), elect to continue the Company. If the Company is continued, then the continuing member(s) shall, by unanimous vote: (1) cause the Company to purchase the interest of the departing member (this will be the default choice unless otherwise agreed); (2) elect to have the remaining member(s) purchase the interest of the departing member according to the ratio of their existing ownership or in any other division they may agree to; and/or (3) admit a new member that purchases or receives all or a share of the departing member's interest. Notice of the election must be given in writing to the departing member (or successor in interest) promptly after the election is made, and settlement shall be made as soon as is reasonably possible thereafter, subject to any specific timeframes or deadlines specified in this agreement. If all the ownership interest of the departing member is not purchased, then the Company shall be dissolved or sold to a third party.

6.5 Purchase Price

The purchase price of a departing member's interest in the Company may be determined by agreement between the remaining members (acting unanimously) and the departing member (or successor in interest). If an agreement on the purchase price is not reached within a reasonable time, then the Company must be valued, as of the effective date of the sale, with assistance as needed from one or more qualified and impartial appraiser(s) who are selected by the remaining members and who are reasonably acceptable to the departing member. The cost of any appraisal shall be shared equally by the Company and the departing member. The appraiser(s) must determine the fair market value of the Company's real estate and/or equipment assets, as applicable, as of the effective date of the sale (or other appropriate date if the effective date is in the future), unless the parties are able to otherwise agree on the value of any or all such assets. The book value of the Company's other assets (inventory, cash, accounts receivable, prepaid expenses, investments, etc.) shall be added to the value of the real estate and equipment, and the book value of all liabilities shall be subtracted. The net equity of the Company (i.e. total assets minus total liabilities) shall be multiplied by the percentage of ownership that is being purchased, and the result shall be the purchase price for the transferred ownership interest (without any discount for minority interest or discount for lack of marketability). If the buyer and/or seller does not agree with the original appraisal results, then that party may obtain and pay for an additional impartial appraisal from a qualified appraiser, and the additional appraisal(s) shall be averaged with the original appraisal.

6.6 Payment for Departing Member's Interest

The purchase price for the departing member's interest shall be paid in any manner agreeable to the departing member (or successor in interest) and the purchaser(s). If no agreement is reached regarding the terms of payment, then the terms shall be payment of 5.0% of the purchase price paid at the time the ownership interest is transferred, and then payment of the balance by quarterly payments spread over up to seven years, at a fixed interest rate equal to the Midterm Applicable Federal Rate that is in effect at the time the ownership interest is transferred. The amount subject to a payment plan shall be evidenced by an unsecured Promissory Note in a form that is reasonably acceptable to the departing member (or successor in interest). The effective

date of the Promissory Note shall be the effective date of the ownership transfer. If the Company is the purchaser, then the remaining member(s) shall personally guarantee payment of the Promissory Note.

ARTICLE 7 DISSOLUTION AND WINDING UP

7.1 Events of Dissolution

Except as otherwise provided in this Agreement, the Company will dissolve upon the earliest of:

- (a) the failure of a person such as the Company, the Members, or an approved third party to purchase the ownership share of a deceased or departing member as required by this Agreement; or
- (b) approval of dissolution of the Company by unanimous vote of the Members; or
- (c) at such a time as the Company has no members.

7.2 Liquidation Upon Dissolution

Upon the dissolution of the Company, the Members must wind up the affairs of the Company and liquidate and distribute the assets of the Company in accordance with the requirements of the LLC Act. After all debts and obligations of the Company are paid or provided for, including payment of any loans or excess capital payable to the Members, the remaining assets of the Company shall be distributed to the Members in accordance with the Members' percentages of ownership.

7.3 Distributions of Property in Kind

With approval of the Members by a majority vote, property of the Company may be distributed in kind in the process of winding up and liquidation. Any property distributed in kind will be valued and treated for the Company's accounting purposes, in accordance with Treasury Regulations §1.704-1(b)(2)(iv)(e)(1), as amended from time to time, as though the property distributed had been sold at fair market value on the date of distribution. If property is distributed in kind, the difference between the fair market value of the property and its adjusted tax basis will, solely for the Company's accounting purposes and to adjust the Members' capital accounts, be treated as a gain or loss on the sale of the property and will be credited or charged to each Members' capital accounts.

ARTICLE 8 INDEMNIFICATION AND LIABILITY LIMITATION

8.1 Indemnification

The Company may, by a majority vote including the affected member, indemnify any member to the fullest extent permissible under the LLC Act against all liability, loss, and costs (including attorneys' fees) incurred or suffered by the member by reason of or arising from the fact that the member is or was a member of the Company, or is or was serving at the request of the Company as a manager, member, director, officer, partner, trustee, employee, or agent of the Company.

However, the Company shall not indemnify any member in the case of a member's reckless or willful misconduct, unless indemnification is permitted by law and unanimously approved by the Members.

8.2 Limitation of Liability

No member of the Company is liable to the Company for monetary damages awarded to a third party resulting from the member's conduct on behalf of the Company, except when the other members unanimously agree to hold the member liable due to recklessness or willful misconduct, or to the extent that the LLC Act prohibits the elimination or limitation of liability of members of limited liability companies. No repeal or amendment of this section or of the LLC Act will adversely affect any right or protection of a member for actions or omissions prior to the repeal or amendment. Furthermore, no member is personally obligated to pay or contribute to the payment of any debts, liabilities, or other obligations of the Company unless such obligations were personally guaranteed by the member.

8.3 Limitations to Third Parties

The debts, obligations, and liabilities of the Company are solely the debts, obligations, and liabilities of the Company, and no member of the Company is obligated personally for any debt, obligation, or liability solely by reason of being a member of the Company.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.1 Entire Agreement & Amendments

This Agreement constitutes the entire understanding and agreement between the Members regarding the subject matter of this Agreement. The Members may amend or repeal all or part of this Agreement only by unanimous written agreement.

9.2 Governing Law

This Agreement and the rights and obligations of the parties under it will be governed by the laws of the Commonwealth of Pennsylvania.

9.3 Further Actions

Each member agrees to perform all further actions that are reasonably necessary to carry out the provisions of this Agreement.

9.4 Severability

If any provision of this Agreement is invalid or unenforceable it will not affect the validity of any remaining provisions, and the remaining provisions will be reasonably construed to carry out the intent of the parties as evidenced by all the provisions of this Agreement.

9.5 Waiver of Conflict of Interest

The Members acknowledge and agree that the law firm Beiler Legal Services PC has acted as joint counsel to the Company and the Members in preparing this Agreement and as scrivener in the drafting process. All the decisions relating to the preparation of this Agreement were made and approved by all the Members of the Company, and Beiler Legal Services PC did not represent or otherwise offer individual advice to any of the Members in their individual capacities during such process. The Members acknowledge that they could have each retained separate legal counsel to review this Agreement on their behalf and have either done so or knowingly elected not to do so. The Members hereby waive any right they may have had to object to the joint representation by Beiler Legal Services PC of the Company and its Members.

9.6 Third-Party Beneficiaries

The provisions of this Agreement are intended solely for the benefit of the Members and create no rights or obligations enforceable by any third party, including creditors of the Company, except as otherwise provided by applicable law.

Intending to be legally bound, the parties have executed this Operating Agreement with the intent that it be effective as of April 22, 2025.

Chadwick B. Miller, Member

Marilyn S. Miller, Member

**OPERATING AGREEMENT
FOR
MILLER MOTOR FREIGHT LLC**

SCHEDULE A

Effective as of April 22, 2025.

<u>Name</u>	<u>Percent Ownership</u>
Chadwick B. Miller	57.14%
Marilyn S. Miller	42.86%