

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

RCVD PUC SEC BUR
JAN 9 2026 AM 10:45

RE: PUC #A-00123604

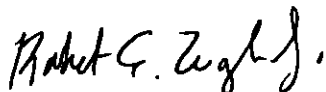
To Whom It May Concern:

I am writing you regarding PUC number A-00123604 for Robert E. Zeigler, Jr. We have formed an LLC and changed the name of our company. I thought this was taken care of as we never had an issue with the insurance filing FORM E and FORM H at renewals. We changed insurance company and they said they couldn't file these forms due to the names being different. So, I am updating our business name. Our MC #534260, Robert E. Zeigler, Jr. is the original name of our business. We formed an LLC and the owners are Robert E. Zeigler, Jr and Sandra J. Zeigler; owning 50% each. There is no change of ownership. We always owned this company. Please change the company name to read Na-Lin Trucking LLC.

We have enclosed the requested documentation to support this change. If you should have any questions, please call Sandra at 717-577-3681 or email sandyzeigler@yahoo.com.

Thank you for your time.

Kind Regards,



Robert E. Zeigler Jr.
Na-Lin Trucking LLC

Enclosures (2)

VERIFICATION

I, Robert E. Zeigler Jr., 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).

Robert E. Zeigler Jr.
Signature

12-5-25
Date

OPERATING AGREEMENT OF
NA-LIN TRUCKING, LLC
A Pennsylvania Limited Liability Company

THIS OPERATING AGREEMENT OF NA-LIN TRUCKING, LLC (this "Agreement"), dated as of April, 2015, is executed and agreed to, for good and valuable consideration, by the members (as defined below).

ARTICLE I - DEFINITIONS

1.01 Definitions. As used in this Agreement, the following terms have the following means:

"Act" means the Pennsylvania Limited Liability Company Law of 1994, 15 Pa.C.S. Section 8901 et seq., and any successor statute, as amended from time to time.

"Agreement" has the meaning given that term in the introductory paragraph.

"Bankrupt" means with respect to any person, a person (a) who (i) makes a general assignment for the benefit of creditors; (ii) files a voluntary bankruptcy petition; (iii) becomes the subject of an order for relief or is declared insolvent in any federal or state bankruptcy or insolvency proceedings; (iv) files a petition or answer seeking for the person a reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any law; (v) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the person in a proceeding of the type described in subclauses (i) through (iv) of this clause (a); or (vi) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the person's or of all or any substantial part of the person's properties; or (b) against which, a proceeding seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any law has been commenced and 120 days have expired without dismissal thereof or with respect to which, without the person's consent or acquiescence, a trustee, receiver, or liquidator of the person or of all or any substantial part of the person's properties has been appointed and 90 days have expired without the appointment's having been vacated or stayed; or 90 have expired after the date of expiration of a stay, if the appointment has not previously been vacated.

"Business Day" means any day other than a Saturday, a Sunday, or a holiday on which national banking associations in the Commonwealth of Pennsylvania are closed.

"Capital Contribution" means any contribution by a member to the capital of the Company.

"Certificate" has the meaning given that term in Section 2.01.

"Code" means the Internal Revenue Code of 1986 and any successor statute, as amended from time to time.

"Commitment" means, subject in each case to adjustments on account of dispositions of membership interests permitted by this Agreement, (a) in the case of a member executing this Agreement as of the date hereof or a person acquiring that membership interest, the amount specified for that member as his commitment on Exhibit A, and (b) in the case of a membership interest issued pursuant to Section 3.03, the commitment established pursuant thereto.

"Company" means NA-LIN TRUCKING, LLC, a Pennsylvania limited liability company.

"Delinquent Member" has the meaning given that term in Section 4.03(a).

"Dispose," "Disposing," or "Disposition" means a sale, assignment, transfer, exchange, mortgage, pledge, grant of a security interest, or other disposition or encumbrance (including, without limitation, by operation of law), or the acts thereof.

"General Interest Rate" means a rate per annum equal to a varying rate per annum that is equal to the interest rate publicly quoted by The Wall Street Journal from time to time as its prime commercial or similar reference interest rate, with adjustments in that varying rate to be made on the same date as any change in that rate.

"Lending Member" is one or more members who advances the portion of the delinquent member's contract commitment that is in default.

"Member" means any person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any person who has ceased to be a member in the Company.

"Membership Interest" means the interest of a member in the Company, including, without limitation, rights to distribution (liquidating or otherwise), allocations, information, and to consent to approve.

"PaBCL" means the Pennsylvania Business Corporation Law of 1988, 15 Pa.C.S. Section 1101 et seq., and any successor statute, as amended from time to time.

"Permitted Transferee" - none. No member may transfer his membership interest in the Company. This provision shall not be interpreted so as to preclude one or more nonwithdrawing members,

in the event of the giving of a notice of intent to withdraw by a member, from proceeding under Section 12.05 below, entitled **Election to Continue Business After Dissolution.**

"Required Interest" means one or more members having among them more than fifty (50%) percent of the sharing ratios of all members.

"Sharing Ratio" with respect to any member means a fraction (expressed as a percentage), the numerator of which is that member's commitment and the denominator of which is the sum of the commitments of all members.

Other terms defined herein have the meanings so given them.

1.02 **Construction.** Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine, and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Exhibits are to Exhibits attached hereto, each of which is made a part hereof for all purposes.

ARTICLE II - ORGANIZATION

2.01 **Formation.** The Company has been organized as a Pennsylvania limited liability company by the filing of a Certificate of Organization (the "Certificate") with the Department of State of the Commonwealth of Pennsylvania under and pursuant to the Act.

2.02 **Name.** The name of the Company is "NA-LIN TRUCKING, LLC" and all Company business must be conducted in that name or such other names that comply with applicable law as the members may select from time to time.

2.03 **Registered Office; Registered Agent; Principal Office in the United States; Other Offices.** The registered office of the Company required by the Act to be maintained in the Commonwealth of Pennsylvania shall be:

271 Quaker Run Road, Biglerville, PA 17307

Adams County, Pennsylvania, or such other office as the members may designate from time to time in the manner provided by law.

2.04 **Purposes.** The Company is organized to undertake the following business:

TRUCKING COMPANY

2.05 **Foreign Qualification.** Prior to the Company's conducting business in any jurisdiction other than the Commonwealth of

Pennsylvania, the members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

2.06 **Term.** The Company commenced on the date the Certificate was filed with the Department of State of the Commonwealth of Pennsylvania pursuant to Section 8314 of the Act and shall continue until one of the following contingencies occur: (i) death of one of the members; (ii) bankruptcy; (iii) disability precluding one of the members from participating in the Company for a period of thirty (30) days; or (iv) agreement of the parties.

ARTICLE III - MEMBERSHIP, DISPOSITIONS OF INTERESTS

3.01 **Initial Members.** The initial members of the Company are the persons executing this Agreement as of the date hereof as members, each of whom is admitted to the Company as a member effective contemporaneously with the execution by such person of this Agreement.

3.02 **No Certification; Restrictions on the Disposition of an Interest.**

(a) No membership interest in the Company shall be represented by a separate certificate.

(b) Except as specifically provided in this Section 3.02, a disposition of an interest in the Company may not be effected without the consent of all of the other members (which consent may be granted or withheld in each member's sole discretion). Any attempted disposition by a person of an interest or right, or any part thereof, in or in respect of the Company other than in accordance with this Section 3.02 shall be, and is hereby declared, null and void ab initio.

(c) This provision shall not be interpreted so as to preclude one or more nonwithdrawing members, in the event of the giving of a notice of intent to withdraw by a member, from proceeding under Section 12.05 below, entitled **Election to Continue Business After Dissolution**.

3.03 **Additional Members.** Additional persons may be admitted to the Company as members and membership interests may be created and issued to those persons to existing members as the members may determine at the time of admission.

3.04 **Information.** In addition to the other rights specifically set forth in this Agreement, each member is entitled to all information to which that member is entitled to have access

pursuant to Sections 1508 and 1764 of the PaBCL under the circumstances and subject to the conditions therein stated.

3.05 **Liability to Third Parties.** No member shall be liable for the debts, obligations or liabilities of the Company, including under a judgment, decree or order of a court.

3.06 **General Authority, Exercise of Delegated Authority.** The following members shall be recognized as having the authority or power to act for or on behalf of the Company, to do any and all acts that would be binding on the Company, and to incur any and all expenditures on behalf of the Company, without the need for evidence of authority beyond this Operating Agreement (hereinafter referred to as "General Authority"):

Robert E. Zeigler, Jr. or Sandy J. Zeigler

Upon specific written authorization, any other member may act to carry out the existing contractual duties previously undertaken by the Company (hereinafter referred to as "Specific Authority").

3.07 **Powers of the Members.** The members shall have all powers to do all things necessary or useful in order to accomplish the purposes of the Company and to conduct its business, all in accordance with the provisions hereof. In particular, and without limitation of the foregoing, the members shall have the full right, power and authority from time to time and at any time on behalf of the Company:

a. To open, maintain and close bank accounts and draw checks or otherwise for the payment of monies;

b. To do any act or execute any document or enter into any contract or agreement of any nature necessary or desirable, in pursuit of the purposes of the Company;

c. To borrow or raise monies for any of the purposes of the Company, including, without limitation, to refinance existing loans, and from time to time without limitation as to the manner or time or repayment, to draw, make, issue, accept, endorse, execute, sell or otherwise dispose of promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness, and to mortgage, hypothecate, pledge or credit any security interest in all or part of the Company's assets;

d. To invest temporarily assets of the Company in securities and deposits;

e. To exercise any and all rights and privileges and powers available to the Company, or any nominee of the Company, in connection with any Company property and rights therein;

f. To adjust, compromise, settle or refer to arbitration any claim against or in favor of the Company or any nominee, and to institute, prosecute or defend any legal proceedings relating to the business and property of the Company;

g. To purchase contracts of liability, casualty and other insurance which the Members deem advisable, appropriate or convenient for the protection of the assets or affairs of the Company or for any purpose convenient or beneficial to the Company, including "key man" insurance coverage on any one or more of the Members;

h. To engage independent attorneys, accountants, consultants, professionals, contractors and such other persons, firms or corporations, to provide services to the Company, as the Members deem necessary or advisable and for such compensation as the Members may determine;

i. To set up and from time to time increase the reserves of the Company as the Members deem reasonable and necessary;

j. To do any and all of the foregoing upon such terms and conditions as the Members may deem properly, and to execute, acknowledge and deliver any and all instruments in connection with any or all of the foregoing and to take such further action as the Members may deem necessary or advisable in connection with the management and business of the Company.

ARTICLE IV - CAPITAL CONTRIBUTIONS

4.01 **Initial Contributions.** Contemporaneously with the execution by such member of this Agreement, each member shall make the capital contributions, in cash, described for that member in Exhibit A.

4.02 **Subsequent Contributions.** Each member shall contribute to the Company, in cash, on or before the date specified as hereinafter described, that member's sharing ratio of all monies that are necessary to enable the Company to cause the assets of the Company to be properly operated and maintained and to discharge its costs, expenses, obligations, and liabilities; provided, however, that a member is not obligated to contribute a total amount, when added to all capital contributions that a member previously has made pursuant to Section 4.01 or this Section 4.02, exceeds that member's commitment.

4.03 **Failure to Contribute.** If a member does not contribute by the time required all or any portion of a capital contribution which that member is required to make as provided in this Agreement, the other members may exercise, on notice to that member (the "Delinquent Member"), one or more of the following remedies:

(a) Advancing a portion of the delinquent member's capital contribution that is in default with the following results:

(i) the sum advanced constitutes a loan from the lending members to the delinquent member and a capital contribution of that sum to the Company by the delinquent member pursuant to the applicable provisions of this Agreement,

(ii) the principal balance of the loan and all accrued unpaid interest thereon is due and payable in whole on the tenth day after written demand therefor by the lending members to the delinquent member,

(iii) the amount lent bears interest at the default interest rate from the day that the advance is deemed made until the date that the loan, together with all the interest accrued on it, is repaid to the lending members,

(iv) all distributions from the Company that otherwise would be made to the delinquent member (whether before or after dissolution of the Company) instead shall be paid to the lending members until the loan and all interest accrued on it have been paid in full to the lending members (with payments being applied first to accrued and unpaid interest and then to principal),

(v) the payment of the loan and interest accrued on it is secured by a security interest in the delinquent member's membership interest,

(vi) the lending members shall have the right, in addition to the other rights and remedies granted pursuant to this Agreement or available at law or in equity, to take any action (including, without limitation, court proceedings) that the lending members may deem appropriate to obtain payment by the delinquent member of the loan and all accrued and unpaid interest on it, at the cost and expense of the delinquent member; or

(b) exercising the rights of a secured party under the Uniform Commercial Code of the Commonwealth of Pennsylvania; or

(c) exercising any other rights and remedies available at law or in equity.

4.04 Return of Contributions. A member is not entitled to the return of any part of his capital contributions or to be paid interest in respect of either his capital account or his capital contributions. An unrepaid capital contribution is not a liability of the company or of any member. A member is not required to contribute or to lend any cash or property to the Company to enable the Company to return any member's capital contributions.

4.05 **Advances by Members.** If the Company does not have sufficient cash to pay its obligations, any member may agree to advance all or part of the needed funds to or on behalf of the Company. An advance described in this Section 4.05 constitutes a loan from the member to the Company, bears interest at the general interest rate from the date of the advance until the date of payment, and is not a capital contribution.

4.06 **Capital Account.** A capital account shall be established and maintained for each member. Each member's capital account (a) shall be increased by (i) the amount of money contributed by that member to the Company, (ii) the fair market value of property contributed by that member to the Company (net of liabilities secured by the contributed property that the Company is considered to assume or take subject to under Section 752 of the Code), and (iii) allocations to that member of Company income and gain (or items thereof), including income and gain exempt from tax as recommended by the Company's accountant.

ARTICLE V ALLOCATIONS AND DISTRIBUTIONS

5.01 Allocations.

(a) Except as may be required by Section 704(c) of the Code and Treas. Reg. Section 1.704-1(b)(2)(iv)(f)(4), all items of income, gain, loss, deduction, and credit of the company shall be allocated among the members in accordance with their sharing ratios.

(b) All items of income, gain, loss, deduction, and credit allocable to any membership interest that may have been transferred shall be allocated between the transferor and the transferee based on the portion of the calendar year during which each was recognized as owning that membership interest, without regard to the results of Company operations during any particular portion of that calendar year and without regard to whether cash distributions were made to the transferor or the transferee during that calendar year; provided, however, that this allocation must be made in accordance with a method permissible under Section 706 of the Code and the regulations thereunder.

5.02 Distributions.

(a) From time to time, but at least once each calendar quarter, the members shall determine in their reasonable judgment to what extent (if any) the Company's cash on hand exceeds its current and anticipated needs, including, without limitation, for operating expenses, debt service, acquisitions, and a reasonable contingency reserve. If such an excess exists, the members shall cause the Company to distribute to them, in accordance with their sharing ratios, an amount in cash equal to that excess. No member

shall have a contractual right to any distribution other than distributions pursuant to Section 12.02.

(b) From time to time, the members also may cause property of the Company other than cash to be distributed to the members, which distribution must be made in accordance with their sharing ratios and may be made subject to existing liabilities and obligations.

ARTICLE VI MANAGEMENT

6.01 **Management.** There will be no centralized management of this Company, and powers of the Company shall be exercised by the membership. Any party having dealings with the Company through a representative who by name has been given General Authority to bind the Company under Section 3.06 of this Operating Agreement may nevertheless rely upon a presumption that such member's acts are authorized by the membership of the Company, without requiring evidence of a resolution of the membership. Any party having dealings with the Company through a representative purporting to act under Specific Authority to bind the Company in a written resolution under Section 3.06 of this Operating Agreement shall require evidence of a resolution of the membership in writing.

ARTICLE VII MEETINGS OF MEMBERS

7.01 **Meetings; Place of Meetings.** Regular meetings of the members shall be held annually or more frequently, as the majority in the interest of the members shall determine. Meetings shall be held at the principal office or as otherwise designated in the notice or waiver of notice.

7.02 **Quorum; Voting Requirement.** A majority in percentage interest of members constitutes a quorum. Except as otherwise required in this Agreement or by law, the affirmative vote of a majority in interest shall constitute a valid decision of the members.

7.03 **Proxies.** Members may vote by proxy appointed by an instrument in writing bearing a date not more than three (3) years before the meeting.

7.04 **Action Without Meeting.** Members may take action without a meeting if consented to in writing by all the members.

7.05 **Notice.** Written notice of each meeting of the members shall be delivered to each member stating the place, day, and hour of the meeting and, in the case of a special meeting, the purposes of the meeting.

7.06 **Waiver of Notice.** Any member may waive the notice by a

signed writing.

7.07 **Dissolution.** Any action of the members must be by a majority vote and if the members do not agree on the conduct of the business, the Company will be dissolved.

ARTICLE VIII LIABILITY AND INDEMNIFICATION

8.01 **Liability of Members.** A member shall only be liable to the extent of the member's capital contribution. No distribution of net cash flow shall be determined a return of capital contribution unless so designated by the members.

8.02 **Indemnification.** The LLC shall indemnify any current or former member of the LLC to the full extent permitted by law against expenses, judgments, and other losses arising out of their status as member, provided that the member has met the appropriate standard of conduct as set forth by law as interpreted by the members.

8.03 **Expenses.** The LLC may reimburse members for all expenses, including legal fees and losses in connection with any suit or action.

8.04 **Non-Exclusivity.** The indemnification and advancement of expenses shall not be exclusive of any other right available to a member.

8.05 **Insurance.** The LLC may purchase and maintain insurance on behalf of the members.

ARTICLE IX TAXES

9.01 **Tax Returns.** For all intents and purposes, specifically but not limited to, income depreciation, expenses, exemptions, deductions, etc., of the Company, shall be passed onto the members in a ratio equal to membership ratios as shown on Exhibit A.

9.02 **Tax Elections.** To the extent permitted by applicable tax law, the Company shall make the following elections on the appropriate tax returns:

- (a) to adopt the calendar year as the Company's fiscal year;
- (b) to adopt the cash method of accounting and to keep the Company's books and records on the income-tax method;
- (c) to elect to amortize the organizational expenses of the Company and the start-up expenditures of the Company ratably over a period of 60 months as permitted by Sections 195 and 709(b) of

the Code;

(d) any other election the members may deem appropriate and in their best interests.

**ARTICLE X
BOOKS, RECORDS, REPORTS AND BANK ACCOUNTS**

10.01 **Books and Records.** All books and accounts and all other records of the Company (including an executed counterpart of this Agreement and all amendments hereto) shall at all times be kept at the Company's principal place of business and may be inspected and copied at any reasonable time by any of the members, or their duly authorized representatives.

10.02 **Statements and Reports.** Within 120 days after the close of each calendar year, the Company shall cause to be prepared and shall have furnished to each of the members (i) a profit and loss statement; (ii) a balance sheet as of the close of such period, and (iii) such other statements showing in reasonable detail each member's change in whose membership's interest, capital gain account, as of the end of the calendar year. The foregoing statements shall be reviewed (and shall be certified, if any member shall so request) by such certified public accountants as are unanimously selected by the members, and the cost of preparing the statements and of each such review (or certification) shall be paid for by the Company. Within 60 days after the close of each calendar year, the Company shall cause the income tax returns of the Company to be prepared by the Company's accountant.

10.03 **Accounts.** The members shall establish and maintain one or more separate bank and investments accounts and arrangements for Company funds in the Company name with financial institutions as the members determine. The members hereby agree that either one of them may deposit, withdraw or endorse any checks for payment or sign any checks from the account as that member deems appropriate and in the Company's best interest. The member may not commingle the Company's funds with personal funds of any member.

10.04 **Annual Valuation.** Unless the Members shall unanimously agree to dispense with its computation, a valuation of the Company as a going concern, according to methods and standards unanimously agreed upon by the Members, shall be established by the accountant for the company annually, within 90 days after the close of each calendar year. The purpose of this valuation shall be to provide the Members with guidance in the event of a dissolution or need of any of the Members to purchase a Member's interest.

**ARTICLE XI
BANKRUPTCY OF A MEMBER**

11.01 **Bankrupt members.** Subject to Section 12.01(c), if any member becomes a bankrupt member, the Company shall have the option, exercisable by notice from the members to the bankrupt member (or his representative) at any time prior to the 180th day after receipt of notice of the occurrence of the event causing him to become a bankrupt member, to buy, and on the exercise of this option the bankrupt member or his representative shall sell, his membership interest. The purchase price shall be an amount equal to the fair market value thereof determined by agreement by the bankrupt member (or his representative) and the members; however, if those persons do not agree on the fair market value on or before the 30th day following the exercise of the option, either such person, by notice to the other, may require the determination of fair market value to be made by an independent appraiser specified in that notice. If the person receiving that notice objects on or before the tenth day following receipt to the independent appraiser designated in that notice, and those persons otherwise fail to agree on an independent appraiser, either such person may petition the a United States District Judge to designate an independent appraiser. The determination of the independent appraiser, however designated, is final and binding on all parties. The bankrupt member and the Company each shall pay one-half of the costs of the appraisal. The Company shall pay the fair market value as so determined in four equal cash installments, the first due on closing and the remainder (together with accumulated interest on the amount unpaid at the general interest rate) due on each of the first three anniversaries thereof. The payment to be made to the bankrupt member or his representative pursuant to this Section is in complete liquidation and satisfaction of all the rights and interest of the bankrupt member and his representative (and of all persons claiming by, through, or under the bankrupt member and his representative) in and in respect of the Company, including, without limitation, any membership interest, any rights in specific Company property, and any rights against the Company and (insofar as the affairs of the Company are concerned) against the members.

**ARTICLE XII
DISSOLUTION, LIQUIDATION AND TERMINATION**

12.01 **Dissolution.** The Company shall dissolve and its affairs shall be bound up on the first to occur of the following:

- (a) the written consent of a required interest;
- (b) any member shall die, become insane, retire, resign, be expelled, become a bankrupt member (with or without the consent of a required interest) pursuant to Section 11.01 herein, or dissolve, or there shall occur any other event that terminates the continued membership in the Company of any member, unless, in any such case, by consent of a required interest given within 90 days of such event, the members elect to continue the business of the Company; and

(c) entry of a decree of judicial dissolution of the Company under Section 8972 of the Act.

12.02 Liquidation and Termination.

(a) Upon the dissolution of the Company, the members shall liquidate the assets of the Company and apply and distribute the proceeds thereof as contemplated by this Agreement. As soon as possible after the dissolution of the Company, a full account of the assets and liabilities of the Company shall be taken, and a statement shall be prepared by the accountant then acting for the Company. A copy of such statement shall be furnished to each of the members within ninety (90) days after such dissolution. Thereafter, the assets shall be liquidated as promptly as possible and the proceeds thereof shall be distributed to the members as follows:

(i) The expenses of liquidation and the debts of the Company, other than the debts owing to the members, shall be paid. Any reserves shall be established or shall be continued which the members deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company or its liquidation. Such reserves shall be held by the Company for the payment of any of the aforementioned contingencies, and at the expiration of such period as the members deem advisable, the Company shall distribute the balance thereafter remaining in the manner and the priority provided in the following subsections.

(ii) Any member's loans (including unpaid interest and principal) as are owing shall be repaid according to their terms (pro rata according to the amount owed).

(iii) The balance, if any, shall be distributed to the members in accordance with the positive balances in their book capital accounts after their capital accounts have been adjusted to reflect the allocation of any profit or loss.

b. Upon dissolution of the Company, each member shall look solely to the assets of the Company for the return of his investment, and if the Company's assets remaining after payment and discharge of debts and liabilities of the Company, including any debts and liabilities owed to any one or more of the members, is not sufficient to satisfy the rights of a member, he shall have no recourse or further right or claim against any other member.

c. If any assets of the Company are to be distributed in kind, such assets shall be distributed on the basis of the fair market value thereof and any member entitled to any interest in such assets shall receive such interest therein as a tenant in common with all other members so entitled. If the members cannot otherwise agree between themselves, the fair market value of such assets shall be determined by an independent appraiser to be

selected by the Company's accountant.

12.03 **Deficit Capital Accounts.** Notwithstanding anything to the contrary contained in this Agreement, and notwithstanding any custom or rule of law to the contrary, to the extent that the deficit, if any, in the capital account of any member results from or is attributable to deductions and losses of the Company (including non-cash items such as depreciation), or distributions of money pursuant to this Agreement to all members in proportion to their respective sharing ratios, upon dissolution of the Company such deficit shall not be an asset of the Company and such members shall not be obligated to contribute such amount to the Company to bring the balance of such member's capital account to zero.

12.04 **Certificate of Dissolution.** On completion of the distribution of Company assets as provided herein, the Company is terminated, the members shall file a Certificate of Dissolution with the Department of State, Commonwealth of Pennsylvania, cancel any other filings made pursuant to Section 2.05, and take such other actions as may be necessary to terminate the Company.

12.05 **Election to Continue Business after Dissolution.** Upon an event requiring the Company to dissolve, any one or more Members who do not wish to have their interest(s) liquidated shall have the right to continue in business as an entity (Continuing Members), using the name, telephone numbers, customer lists, and other proprietary information of the Company to the exclusion of the Member(s) whose interests are liquidated (Former Members), provided that payment in full of the interests of the Former Members is provided for. Any Continuing Member shall in such an event satisfy their financial obligation to any Former Member on mutually agreeable terms.

ARTICLE XIII GENERAL PROVISIONS

13.01 **Offset.** Whenever the Company is to pay any sum to any member, any amounts that member owes the Company may be deducted from that sum before payment.

13.02 **Notices.** All notices and other communications required or permitted under this Agreement shall be in writing and shall be directed to the members at their address as shall be maintained in the books and records of the Company from time to time.

13.03 **Entire Agreement.** This Agreement constitutes the entire agreement of the members and their affiliates relating to the Company and supersedes all prior contracts or agreements with respect to the Company, whether oral or written.

13.04 **Effect of Waiver or Consent.** A waiver or consent, express or implied, to or of any breach or default by any person in

the performance by that person of his obligations with respect to the Company is not a consent or waiver to or of any other breach of default in the performance by that person of the same or any other obligations of that person with respect to the Company. Failure on the part of a person to complain of any act of any person or to declare any person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that person of his rights with respect to that default until the applicable statute of limitations period has run.

13.05 **Amendment or Modification.** This Agreement may be amended or modified from time to time only by a written instrument signed by all members.

13.06 **Binding Act.** Subject to the restrictions on dispositions set forth in this Agreement, this Agreement is binding on and inures to the benefit of the members, and their respective heirs, legal representatives, successors and assigns.

13.07 **Governing Law; Severability.** THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE COMMONWEALTH OF PENNSYLVANIA, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. 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 is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

13.08 **Further Assurances.** In connection with this Agreement and the transactions contemplated hereby, each member shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and those transactions.

13.09 **No Third Party Benefit.** The provisions hereof are solely for the benefit of the Company and its members and are not intended to, and shall not be construed to, confer a right or benefit on any creditor of the Company or any other person.

13.10 **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

13.11 **Assets.** Title of all assets shall be in the name of the Company and not in the names of the members.

13.12 **Titles and Captions.** All articles, sections or paragraph titles or captions contained in this Agreement are for convenience only and are not deemed part of the context hereof.

IN WITNESS WHEREOF, intending to be legally bound, the members have executed this Agreement as of the day and year first above written.

Witness:

Robert E. Zeigler Jr. (SEAL)
Robert E. Zeigler, Jr. Member

Sandy J. Zeigler (SEAL)
Sandy J. Zeigler, Member

RCVD PUC SEC BUR
JAN 9 2026 AM 10:46

EXHIBIT A

| <u>Name, Address and Initial Contribution of Each Member</u> | <u>Commitment</u> | <u>Initial Sharing Ratio</u> |
|--|-------------------|----------------------------------|
|--|-------------------|----------------------------------|

Robert E. Zeigler, Jr.
271 Quaker Run Road
Biglerville, PA 17307

Initial Capital Contribution: \$

Sandra J. Zeigler
271 Quaker Run Road
Biglerville, PA 17307

Initial Capital Contribution: \$

EXHIBIT B
Required Information

(1) A list setting forth the full name and last known mailing address of each Member;

(2) A copy of the Certification of Organization and all amendments thereto;

(3) Copies of the effective written Operating Agreement, and all amendments thereto, and copies of any agreements no longer in effect.

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JAN 9 2026 AM 10:45

Na-Lin Trucking LLC

271 QUAKER RUN ROAD
BIGLERVILLE, PA
17307

Retail



17120

U.S. POSTAGE PAID
FCM LG ENV
BIGLERVILLE, PA 17307
JAN 07, 2026

\$2.44

RDC 99

S2324K502722-03

Secretary PA Public Util
Commissioner
400 North Street, 2nd Floor
Harrisburg PA 17120