

RECEIVED

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PA.P.U.C.  
SECRETARY'S BUREAU  
**Application for Motor Common Carrier  
Group and Party Service of 16 or More Passengers,  
including the Driver**

THIS APPLICATION IS TO BE USED FOR COMMON CARRIER PASSENGER SERVICE WHEN PROVIDING TRANSPORTATION EXCLUSIVELY USING VEHICLES WITH A SEATING CAPACITY OF 16 OR MORE PASSENGERS, INCLUDING THE DRIVER..

1. **Legal Name of Applicant** (Individual, Partnership or Corporation)

Kyle Deklinski ; Bryan Deklinski

- If you are an individual who has not formed any type of corporate entity, you should enter your name *as it will appear on your insurance documents*.
- If you are filing for a partnership, but *not a limited liability partnership*, the names of all partners must be entered on this line. Those names should be entered *as they will appear on your insurance documents*. This includes husbands and wives filing jointly.
- If you are filing for a corporate entity (corporation, limited liability company, or limited liability partnership), *even if you are the sole shareholder member*, you must enter the name exactly as it appears on the registration papers from the Corporation Bureau of the Pennsylvania Department of State.

2. **Trade Name** (Attach a copy of fictitious name registration if applicable)

The Trolley Ride Co.

This is any name which you will be operating under which differs from the **LEGAL NAME OF APPLICANT**. A **TRADE NAME** is considered a **FICTITIOUS NAME** if the identity of the applicant cannot be readily determined. *EXAMPLE: John Doe is the applicant and wants to use the name "Johnboy Trucking" as his trade name. People cannot readily determine that John Doe is the actual operator; therefore, the name is fictitious and must be registered as such. Trade names such as "John Doe Trucking" or "J. Doe Trucking" are not considered fictitious and would not have to be registered.*

3. **Do you currently hold PUC Authority?** \_\_\_ NO **Previous Authority?** \_\_\_ NO

If YES, at PUC No. A- 6414953

4. **Are you a business entity registered with the PA Department of State?** \_\_\_ NO  
If NO, you must register (see checklist)

If YES, provide your PA Corporation Bureau Entity ID Number 90-0878988  
(see checklist and indicate type of business entity registered)

5. **Physical Address** (do not use PO Box)

5214 R. 15 N.  
Selinsgrove, PA 17870

5214 Rt. 15 N  
Street Address  
Selinsgrove, PA 17870  
City, State and Zip Code  
570-884-1010 Snyder.  
Telephone Number County

The address entered here should reflect the actual location of the business. This is the address the Commission needs in order to dispatch Enforcement Officers to inspect equipment.

6. **Mailing Address** (if different from Physical Address)

\_\_\_\_\_  
Street Address  
\_\_\_\_\_  
City, State and Zip Code

This is the address to which the Commission will send all official documents issued by the Commission. If left blank, it will be assumed that the **MAILING ADDRESS** is the same as the **PHYSICAL ADDRESS**.

7. **Attorney** (if applicable)

Cravitz Law Office; Robert Cravitz; 570-374-5070  
Attorney's Name & Telephone Number for this Filing  
503 North Market Street; Selinsgrove, PA 17870.  
Attorney's Address

An attorney's name should only be entered if an attorney is filing the application for a client and the application is being sent under the attorney's cover letter.

8. **Does applicant hold interstate operating authority?**

X No \_\_\_\_\_ Yes, at No. \_\_\_\_\_

9. **Certification:**

Applicant certifies that it is not now engaged in unauthorized intrastate transportation for compensation between points in Pennsylvania and will not engage in said transportation unless and until authorization is received from the Pennsylvania Public Utility Commission.

Applicant further certifies that it understands the requirements of the Pennsylvania Public Utility Commission, especially as they relate to safety and insurance and that it

may be subject to civil penalties, suspension or cancellation of the Certificate for failure to comply with Commission requirements.

Applicant further certifies that it understands that it is subject to an annual assessment based upon its reported gross Pennsylvania intrastate revenues; said assessment to help defray expenses incurred in regulating Motor Common Carriers of Persons in Group and Party Service with a seating capacity of 16 or more persons, including the Driver; and acknowledges that failure to report revenue and pay its annual assessment may result in civil penalties, suspension or cancellation of the certificate.

### Verification of Application

I/We hereby state that the statement(s) made in this application is/are true and correct to the best of my/our knowledge and belief.

The undersigned understands that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

<i>Kyle Deklinski</i>	<i>Bryan Deklinski</i>	
(Print Name)		
<i>[Signature]</i>	<i>[Signature]</i>	<i>12-10-14.</i>
(Signature)		(Date)

The verification of the application must be completed by the applicant appearing on Line 1 of the application by the named individual, all partners if a partnership, a member (if a limited liability company), or by the President or Secretary (if a corporation).

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**CRAVITZ LAW OFFICE**

503 NORTH MARKET STREET  
SELINGROVE, PENNSYLVANIA 17870

TELEPHONE (570) 374-5070  
FAX (570) 374-4127  
E-Mail: [c\\_lawoff@hotmail.com](mailto:c_lawoff@hotmail.com)  
WEBSITE: [cravitzlaw.com](http://cravitzlaw.com)

**Attorneys:**

Robert M. Cravitz  
Matthew R. Cravitz

**Paralegals:**

Monica L. Kline  
Beth A. Novinger

**June 10, 2014**

**To: The Trolley Ride Co.  
c/o Kyle Deklinski  
5214 Rt. 15 North  
Selinsgrove, Pennsylvania 17870**

**In Re: The Trolley Ride Co.**

**Our File No. 5607**

Enclosed please find: original Certificate of Organization Domestic Limited Liability Company (filed with the state); a copy of the Docketing Statement filed with the state; a copy of the Consent to Appropriation of Name filed with the state; and two (2) copies of the Operating Agreement of The Trolley Ride Co. Please keep all of these documents in a safe place.

If you have any questions or comments, please contact the office. Thank you, Beth.

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

**Certificate of Organization  
Domestic Limited Liability Company**  
(15 Pa.C.S. § 8913)

Name <b>Robert M. Cravitz, Esquire</b>		
Address <b>503 North Market Street</b>		
City <b>Selinsgrove, Pennsylvania</b>	State <b>17870</b>	Zip Code

Document will be returned to the name and address you enter to the left.

Commonwealth of Pennsylvania  
CERTIFICATE OF ORGANIZATION 4 Page(s)



T1412160148

Fee: \$125

In compliance with the requirements of 15 Pa.C.S. § 8913 (relating to certificate of organization), the undersigned desiring to organize a limited liability company, hereby certifies that:

1. The name of the limited liability company ( <i>designator is required, i.e., "company", "limited" or "limited liability company" or abbreviation</i> ): <b>The Trolley Ride Co.</b>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

2. The (a) address of the limited liability company's initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:				
(a) Number and Street <b>5214 Rt. 15 North,</b>	City <b>Selinsgrove,</b>	State <b>Pennsylvania</b>	Zip <b>17870</b>	County <b>Snyder</b>
(b) Name of Commercial Registered Office Provider c/o:				County

3. The name and address, including street and number, if any, of each organizer is ( <i>all organizers must sign on page 2</i> ):	
Name	Address
<b>Kyle Deklinski,</b>	<b>1110 King Street, Northumberland, Pennsylvania 17857</b>
<b>Bryan Deklinski,</b>	<b>700 Ninth Street, Selinsgrove, Pennsylvania 17870</b>

PA DEPT OF STATE

APR 28 2014

Docketing Statement DSCB:15-134A (Rev 2012)  
Departments of State and Revenue

One (1) required

**BUREAU USE ONLY:**  
 Dept. of State Entity # \_\_\_\_\_  
 Dept. of Rev. Box # \_\_\_\_\_  
 Filing Period \_\_\_\_\_ Date 3 4 5 \_\_\_\_\_  
 SIC/NAICS \_\_\_\_\_ Report Code \_\_\_\_\_

Check proper box:

*Pennsylvania Entities*

business stock  
 business non-stock  
 professional  
 nonprofit stock  
 nonprofit non-stock  
 statutory close  
 management  
 cooperative  
 insurance  
 benefit  
 limited liability company  
 restricted professional  
 limited liability company  
 business trust

*Foreign Entities*

State/Country \_\_\_\_\_ Date \_\_\_\_\_

business  
 benefit  
 nonprofit  
 limited liability company  
 restricted professional  
 limited liability company  
 business trust

*Other*

domestication  
 division  
 consolidation

1. Entity Name:  
**The Trolley Ride Co.**

2. Individual name and mailing address responsible for initial tax reports:  
**Kyle Deklinski, 5214 Rt. 15 North, Selinsgrove, Pennsylvania 17870**  
 Name Number and street City State Zip

3. Description of business activity:  
**local wine tours**

4. Specified effective date, if any:  
**01/01/2014**  
month/day/year hour, if any

5. EIN (Employer Identification Number), if any:  
**90-0878988**

6. Fiscal Year End:  
**December**

7. Fictitious Name (only if foreign corporation is transacting business in PA under a fictitious name):  
\_\_\_\_\_

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

**Consent to Appropriation of Name**  
(19 Pa.Code § 17.2)

Pursuant to 19 Pa. Code § 17.2 (relating to appropriation of the name of a senior corporation) the undersigned association, desiring to consent to the appropriation of its name by another association, hereby certifies that:

1. The name of the association executing this Consent of Name is:

The Trolley Ride

2. The (a) address of this corporation's current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) Number and Street	City	State	Zip	County
<u>5214 Rt. 15 N.</u>	<u>Selinsgrove</u>	<u>Pennsylvania</u>	<u>17870</u>	<u>Snyder</u>

(b) Name of Commercial Registered Office Provider \_\_\_\_\_ County \_\_\_\_\_  
c/o \_\_\_\_\_

3. The date of its incorporation or other organization is: 06/25/2012

4. The statute under which it was incorporated or otherwise organized is: Fictitious Name

5. The association(s) entitled to the benefit of this Consent of Name is(are):

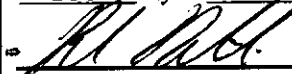
The Trolley Ride Co.

6. The consenting association is about to (check one):

Change its name     Cease to do business     Withdraw from doing business in PA     Is being wound up

IN TESTIMONY WHEREOF, the undersigned association has caused this consent to be signed by a duly authorized officer thereof this

10th day of March, 2014.



Signature

Owner

Title

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF STATE  
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS  
401 NORTH STREET, ROOM 206  
P.O. BOX 8722  
HARRISBURG, PA 17105-8722  
WWW.CORPORATIONS.STATE.PA.US/CORP

The Trolley Ride Co.

THE BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS IS HAPPY TO SEND YOU YOUR FILED DOCUMENT. THE BUREAU IS HERE TO SERVE YOU AND WANTS TO THANK YOU FOR DOING BUSINESS IN PENNSYLVANIA.

IF YOU HAVE ANY QUESTIONS PERTAINING TO THE BUREAU, PLEASE VISIT OUR WEB SITE LOCATED AT WWW.CORPORATIONS.STATE.PA.US/CORP OR PLEASE CALL OUR MAIN INFORMATION TELEPHONE NUMBER (717)787-1057. FOR ADDITIONAL INFORMATION REGARDING BUSINESS AND / OR UCC FILINGS, PLEASE VISIT OUR ONLINE "SEARCHABLE DATABASE" LOCATED ON OUR WEB SITE.

ENTITY NUMBER: 4265017

Cravitz, Robert M., Esq  
503 N. Market St  
Selinsgrove, PA 17870



**OPERATING AGREEMENT**  
**OF**  
**THE TROLLEY RIDE CO.**

This Operating Agreement of The Trolley Ride Co. (the "Agreement") is made and entered into by and between Kyle Deklinski and Bryan Deklinski, as the members (the "Member"), and a Pennsylvania limited liability company (the "Company").

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Purpose. The object and purpose of, and the nature of the business to be conducted and promoted by, the Company is engaging in any lawful act or activity for which limited liability companies may be formed under the Pennsylvania Limited Liability Company Act, 15 Pa.C.S. § 8901, et seq., as amended from time to time (the "Act") and engaging in any and all lawful activities necessary or incidental to the foregoing. Without limiting its object and purpose, the company shall engage in local and out-of-state wine tours.

2. Member. The name and address of the Members are:

Kyle Deklinski, 1110 King Street, Northumberland, Pennsylvania 17857 – (90% interest)  
Bryan Deklinski, 700 Ninth Street, Selinsgrove, Pennsylvania 17870 – (10% interest)

3. Term. The term of existence of the Company shall continue indefinitely.

4. Management.

(a) The business and affairs of the Company shall be managed by the Member. Only the Member and agents of the Company authorized by the member shall have the authority to bind the Company. 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) The Member may appoint, by written resolution, a board of directors, officers and agents of the Company to which the Member may delegate, by written resolution, whatever duties, responsibilities and authority the Member may desire. Any director or officer may be removed by the Member at any time by written resolution.

5. 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.

6. Compensation of Member. The Member shall be reimbursed for all expenses incurred in managing the Company and shall, 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.

7. Distributions. Distributions shall be made to the member (in cash or in kind) at the times and in the aggregate amounts determined by the Member and as permitted by applicable law.

8. Elections. The Member may make any tax elections for the Company allowed under the Internal Revenue Code of 1986, as amended, or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company.

9. Transferability of Membership Interest. Except as the Member may agree in writing, the interest of the Member in the Company is transferable either voluntarily or by operation of law. The Member may sell, assign, transfer, exchange, mortgage, pledge, grant, hypothecate, encumber or otherwise transfer (whether absolutely or as security) all or a portion of the interest of the Member in the Company. Upon the transfer of the interest of the Member in the Company, the transferee shall be admitted as a member at the time of the transfer and shall obtain all of the rights appurtenant to being a member of the Company.

10. Admission of Additional Members. Additional members of the Company may be admitted to the Company at the direction of the Member. In the event that any additional members are added, this Agreement shall be construed to apply to all of the members, and the additional members shall be required to either: (a) enter into, ratify and approve this Agreement; or (b) execute a new operating agreement after the Member has terminated this Agreement. Unless otherwise stated herein or required by the Act (or any other valid law of regulation to which the Company is subject), if additional members have been added to the Company and this Agreement has not been terminated or modified, the decisions of the members owning at least a majority of the membership interests in the Company shall constitute the decisions of the Member for purposes of the interpretation of this Agreement.

11. Liability of the Member. The Member shall not have any liability for the debts, obligations or liabilities of the Company or for the acts or omissions of any other member, director, officer, agent or employee of the Company except to the extent provided in the Act. 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, by itself, be grounds for imposing personal liability on the Member for liabilities of the Company.

12. Indemnification. The Company shall indemnify the Member and those authorized agents of the Company identified in writing by the Member as entitled to be indemnified under this section for all costs, losses, liabilities and damages paid or accrued by the Member (either as Member or as agent) or any such agent in connection with the business of the Company, to the fullest extent provided or allowed by the laws of the Commonwealth of Pennsylvania. In addition, the Company may advance costs of defense of any proceeding to the Member or any such agent upon receipt by the Company of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Company.

13. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written direction of the Member, or (b) the entry of a decree of judicial dissolution under Section 8972 of the Act. The death, retirement, insanity, resignation, expulsion or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause a dissolution of the Company. 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 dissolution 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. Such distributions shall be in cash or property or partly in both, as determined by the Member.

14. 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.

15. Governing Law. This Agreement shall be governed by, and construed under, the laws of the Commonwealth of Pennsylvania, without reference to the conflict of law rules of that or any other jurisdiction.

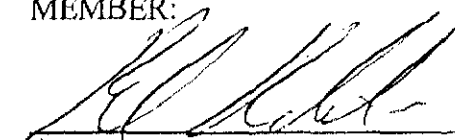
16. Entire Agreement. This Agreement represents the entire agreement between the Member and the Company.


17. Amendment. This Agreement may be amended or modified from time to time only by a written instrument executed by the Member.

18. Rights of Creditors and Third Parties. This Agreement is entered into by the Member solely to govern the operation of the Company. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person. Except and only to the extent provided by applicable statute, no creditor or third party shall have any rights under this Agreement or any agreement between the Company and the Member, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have executed this Operating Agreement on March 10, 2014, to be effective for all purposes as of the filing of the Certificate of Organization.

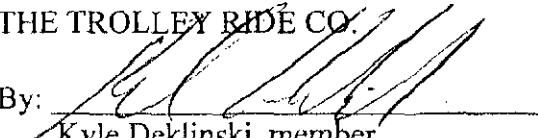
MEMBER:

  
\_\_\_\_\_  
KYLE DEKLINSKI

  
\_\_\_\_\_  
BRYAN DEKLINSKI

COMPANY:

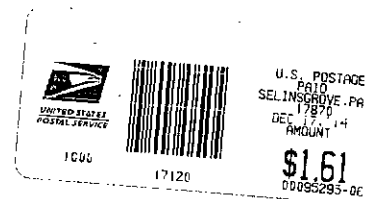
THE TROLLEY RIDE CO.

By:   
\_\_\_\_\_  
Kyle Deklinski, member

By:   
\_\_\_\_\_  
Bryan Deklinski, member

The Trolley Ride  
5214 Rt. 15 N.  
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Secretary, PA Utility Com  
400 North St, 2<sup>nd</sup> fl  
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