



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
09/25/2013	201325501198	ARTICLES OF ORGNZTN/DOM. PROFIT LIM.LIAB. CO. (LCP)	125.00	.00		.00	.00

Receipt

This is not a bill. Please do not remit payment.

YVONNE BROWN
1821 SUMMIT RD.
CINCINNATI, OH 45237

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted**2232730**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

TRI-CITY STAFFING SERVICES, LLC

and, that said business records show the filing and recording of:

Document(s)

ARTICLES OF ORGNZTN/DOM. PROFIT LIM.LIAB. CO.

Document No(s):

201325501198**Effective Date: 09/23/2013**

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 25th day of September,
A.D. 2013.

Ohio Secretary of State



Form 533A Prescribed by:
Ohio Secretary of State

JON HUSTED
Ohio Secretary of State

Central Ohio: (614) 466-3910
Toll Free: (877) SOS-FILE (767-3453)
www.OhioSecretaryofState.gov
Busserv@OhioSecretaryofState.gov

Mail this form to one of the following:

Regular Filing (non expedite)
P.O. Box 670
Columbus, OH 43216

Expedite Filing (Two-business day processing
time requires an additional \$100.00).
P.O. Box 1390
Columbus, OH 43216

Articles of Organization for a Domestic Limited Liability Company

Filing Fee: \$125

CHECK ONLY ONE (1) BOX

(1) ☒ Articles of Organization for Domestic
For-Profit Limited Liability Company
(115-LCA)

(2) ☐ Articles of Organization for Domestic
Nonprofit Limited Liability Company
(115-LCA)

Name of Limited Liability Company Tri-City Staffing Services, LLC

Name must include one of the following words or abbreviations: "limited liability company," "limited," "LLC," "L.L.C.," "Ltd.," "or" "Ltd"

Effective Date
(Optional)

mm/dd/yyyy

(The legal existence of the limited liability company begins upon the filing
of the articles or on a later date specified that is not more than ninety days
after filing)

This limited liability company shall exist for
(Optional)

Period of Existence

Purpose
(Optional)

Temporary, Temp-to-Hire, Permanent Employment and Staffing Services

**Note for Nonprofit LLCs

The Secretary of State does not grant tax exempt status. Filing with our office is not sufficient to obtain state or federal tax exemptions. Contact the Ohio Department of Taxation and the Internal Revenue Service to ensure that the nonprofit limited liability company secures the proper state and federal tax exemptions. These agencies may require that a purpose clause be provided.

ORIGINAL APPOINTMENT OF AGENT

The undersigned authorized member(s), manager(s) or representative(s) of

Tri-City Staffing Services, LLC

Name of Limited Liability Company

hereby appoint the following to be Statutory Agent upon whom any process, notice or demand required or permitted by statute to be served upon the limited liability company may be served. The name and address of the agent is

Yvonne Brown

Name of Agent

1821 Summit Road

Mailing Address

Cincinnati

City

Ohio

State

45237

ZIP Code

ACCEPTANCE OF APPOINTMENT

The undersigned, Yvonne Brown named herein as the statutory agent

Statutory Agent Name

for Tri-City Staffing Services, LLC

Name of Limited Liability Company

hereby acknowledges and accepts the appointment of agent for said limited liability company

Statutory Agent Signature

Individual Agent's Signature / Signature on Behalf of Corporate Agent

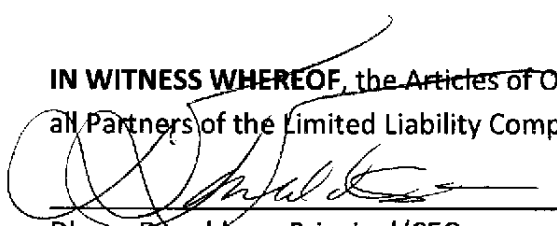
☐ If the agent is an individual and using a P.O. Box, check this box to confirm that the agent is an Ohio resident.

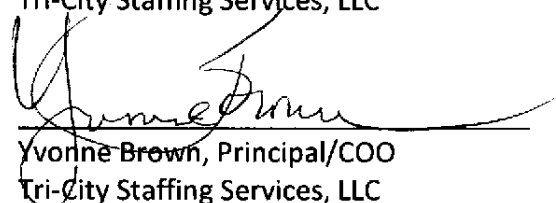
- A determination is made that the facts then known to those making the determination would not preclude indemnification under the law.

The undertaking required in this paragraph shall be an unlimited general obligation, but need not be secured and may be accepted without reference to financial ability to make repayment.

- D. The indemnification and advance of expenses authorized herein shall not be exclusive to any other rights to which any manner, officer, organizer, employee or agent may be entitled under any Partner's Operating Agreement, by-law, agreement, vote of Partners or disinterested managers, or otherwise. The Article of Organization shall not be interpreted to limit in any manner the indemnification or right to advancement for expenses of an individual who would otherwise be entitled thereto. These Articles of Organization shall be interpreted as mandating indemnification and advancement of expenses to the extent permitted by law.
- E. In addition to the foregoing, the Company shall indemnify and save the organizers harmless for all acts taken by them as organizers of the Company, and shall pay all costs and expenses incurred by or imposed upon them as a result of the same, including compensation based upon the usual charges for expenditures required of them in pursuit of the defense against any liability arising on the account of acting as organizers or on account or enforcing the indemnification right hereunder, and the Company releases them from all liability for any such act as organizers not involving willful or grossly negligent misconduct.

IN WITNESS WHEREOF, the Articles of Organization are executed under penalties of perjury by all Partners of the Limited Liability Company effective as of the 5th day of September, 2013.


Dhana Donaldson, Principal/CEO
Tri-City Staffing Services, LLC


Yvonne Brown, Principal/COO
Tri-City Staffing Services, LLC

STATE OF OHIO
Hamilton County, Ohio

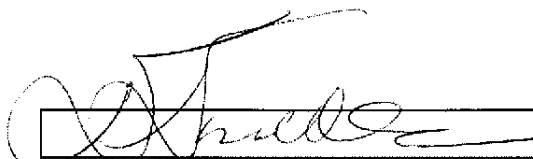
'By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

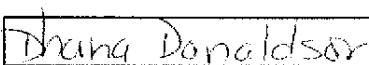
Articles and original appointment of agent must be signed by a member, manager or other representative.

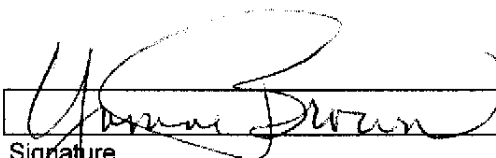
If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.

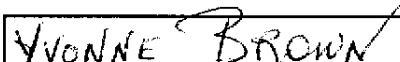

Signature

By (if applicable)


Print Name


Signature

By (if applicable)


Print Name

Signature

By (if applicable)

Print Name

Articles of Organization of Tri-City Staffing Services

The undersigned hereby form a limited liability company as legally allowed via the State of Ohio Laws and regulations. The Articles of Organization of such limited liability company are as follows:

1. Name:

The name of the limited liability company is:

Tri-City Staffing Services, LLC

2. Duration:

The period of duration for Tri-City Staffing Services shall be until the business is formally dissolved via the laws and regulations of the State of Ohio

3. Purpose:

- a. The Company shall engage in the business of providing temp, temp to hire and permanent employment opportunities, job coaching, workforce development, and staff payrolling.
- b. In addition, the Company shall have unlimited power to engage in and do any lawful act concerning any and all lawful businesses for which limited liability companies maybe organized according to the laws of the State of Ohio, excluding banking and insurance, including all powers and purposes now and hereafter permitted by law to a limited liability company.

4. Agent:

- a. The address of the registered office in the State of Ohio is
1821 Summit Road, Suite 318
Cincinnati, Ohio 45237
- b. The name and address of the registered agent(s) at the office in the State of Ohio:
Dhana Donaldson and Yvonne Brown
1821 Summit Road, Suite 318
Cincinnati, Ohio 45237

5. Division of Appointment:

Tri-City Staffing Services, LLC is hereby appointed the agent of this limited liability company for services of process if the registered agent has resigned, the agent's

authority had been revoked or the agent cannot be found or served with the exercise of reasonable diligence.

6. Capitol:

The total contributions, if any, agreed to be made by all partners and the times at which or events upon the happening of which they shall be made:

- a. Additional equity contributions shall be made at the times and in such amounts as may be agreed upon by Tri-City Staffing and the partners, or as provided in the Partner's Operating Agreement of Tri-City Staffing Services.
- b. Loans from members may be made to and accepted by the company and are authorized to be repaid on a preferential loan basis.

7. Ownership

The right, if given, of the partners to admit additional partners, and the terms and conditions of the admission:

- a. Additional partners may be submitted at such times and on such terms and conditions as all partners may unanimously agree and as provided in the Partners Operating Agreement for Tri-City Staffing Services.
- b. Ownership interest may be transferred only upon the prior approval of all founding Partners.

8. Termination

This business and association shall terminate and dissolve upon the death, retirement, resignation, expulsion, or bankruptcy of any Partner. The right of the remaining Partners of the limited liability company to continue the business of the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Partner or occurrence of any other event which terminated the continued partnership of a Partner in the limited liability company as permitted by statute and as follows;

- a. The remaining Partners of the Company may continue the business upon the termination of partnership of a Partner on the Company upon unanimous agreement and as provided in the Partners Operating Agreement for Tri-City Staffing Services.

9. Management

The Company is to be managed by its founding Partners:

Dhana Donaldson	Yvonne Brown
514 Corporation Alley #1	1667 Spring Park Walk
Cincinnati, OH 45202	Cincinnati, OH 45215

The Partners of the Company are Dhana Donaldson and Yvonne Brown and each as a 50% ownership as Partners; with such capital accounts, management control, and percentage ownerships and rights to receive profits and losses as are set forth in the Partners Operating Agreement, Partners Certificates and other such written agreements between Partners.

10. Indemnification

Other provisions for the regulations of the internal affairs of the limited liability company are:

- A. The Company shall indemnify any individual made a party to a proceeding because he/she is or was a manger, officer, organizer, employee or agent of the Company against liability incurred in the proceeding if:
 - He/She conducted himself in good faith;
 - He/She reasonably believed that his/her conduct was in or at least not opposed to the Company's best interest and;
 - In case of criminal proceedings, he/she had no reasonable cause to believe his/her conduct was unlawful.
- B. Indemnification shall also be provided for an individual's conduct with respect to an employee benefit plan if the individual reasonably believed his conduct to be in the interest of the participants in and beneficiaries of such plan.
- C. The Company shall pay for or reimburse the reasonable expenses incurred by a manager, officer, organizer, employee or agent of the Company who is a party to a proceeding in advance of final disposition of the proceeding if:
 - The individuals furnishes the Company a written affirmation of his/her good faith belief that he has met the standard of conduct described herein;
 - The individual furnishes the Company a written undertaking executed personally or on his/her behalf to repay the advance of it is ultimately determined that he did not meet the standard of conduct; and

On the 5th day of September, 2013 personally appeared before me Dhana Donaldson and Yvonne Brown; signers of the above instrument, who duly acknowledge to me that they executed the same.

My Commission Expires

11/19/2015
Date

Kimberly J. Worthington
Notary Public



KIMBERLY J. WORTHINGTON
Notary Public, State of Ohio
My Commission Expires
November 19, 2015