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01/24/2018	201801801676	DOMESTIC FOR PROFIT CORP - ARTICLES (ARF)	99.00	0.00	0.00	0.00

Receipt

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

LAPE MANSFIELD NAKASIAN + GIBSON, LLC
9980 BREWSTER LANE
SUITE 150
POWELL, OH 43065

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted
4125627

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
IRISH FAMILY, INC.

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

Document(s)

DOMESTIC FOR PROFIT CORP - ARTICLES

Effective Date: 01/18/2018

Document No(s):

201801801676



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
24th day of January, A.D. 2018.

Ohio Secretary of State

Form 532A Prescribed by:

JON HUSTED
Ohio Secretary of State



Date Electronically Filed: 1/18/2018

Toll Free: (877) SOS-FILE (877-767-3453) | Central Ohio: (614) 466-3910
www.OhioSecretaryofState.gov | busserv@OhioSecretaryofState.gov
File online or for more information: www.OHBusinessCentral.com

For screen readers, follow instructions located at this path.

Initial Articles of Incorporation
(For Profit, Domestic Corporation)
Filing Fee: \$99
(113 - ARF)
Form Must Be Typed

First:	Name of Corporation	Irish Family, Inc.	
		(Name must include the following word or abbreviation: company, co., corporation, corp., incorporated, or inc.)	
Second:	Location of Principal Office in Ohio		
	HILLIARD City	OHIO State	
	FRANKLIN County		
Optional:	Effective Date (MM/DD/YYYY)	1/18/2018	(The legal existence of the corporation begins upon the filing of the articles or on a later date specified that is not more than ninety days after filing.)
Third:	The number of shares which the corporation is authorized to have outstanding. (Please state if shares are common or preferred and their par value, if any.)		
	990 Number of Shares	COMMON Type of Shares	0 Par Value of Shares
Fourth:	If the corporation is to have an initial stated capital, please state the amount of that stated capital.		
	0 Amount		

**** Note:** ORC Chapter 1701 allows additional provisions to be included in the Articles of Incorporation that are filed with this office. If including any of these additional provisions, please do so by including them in an attachment to this form. ******

Original Appointment of Statutory Agent

The undersigned, being at least a majority of the incorporators of

Irish Family, Inc.

(Name of Corporation)

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 corporation may be served. The complete address of the agent is:

WILLIAM J. GROSS

(Name of Statutory Agent)

5922 MORGANWOOD SQUARE

(Mailing Address)

HILLIARD

(Mailing City)

OH

(Mailing State)

43026

(Mailing ZIP Code)

Must be signed by
the incorporators or
a majority of the
incorporators.

WILLIAM J. GROSS

(Signature)

(Signature)

(Signature)

Acceptance of Appointment

The Undersigned,

WILLIAM J. GROSS

(Name of Statutory Agent)

, named herein as the

Statutory agent for

Irish Family, Inc.

(Name of Corporation)

hereby acknowledges and accepts the appointment of statutory agent for said corporation.

Statutory Agent Signature

WILLIAM J. GROSS

(Individual Agent's Signature / Signature on Behalf of Business Serving as Agent)

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 the incorporator(s).

If the incorporator is an individual, then they must sign in the "signature" box and print his/her name in the "Print Name" box.

If the incorporator is a business entity, not an individual, then please print the entity name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print his/her name and title/authority 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 INCORPORATION
OF
IRISH FAMILY, INC.**

FIRST: The name of the Corporation shall be Irish Family, Inc.

SECOND: The place of business in the State of Ohio where the principal office is located is in the City of Hilliard, Franklin County, Ohio.

THIRD: The total number of shares of stock that the Corporation shall have authority to issue is 990 shares of common stock, without par value (the "**Common Stock**"). Except as otherwise required by law or these Articles of Incorporation, each holder of Common Stock shall have one vote in respect of each share held of record by him, her or it on the books of the Corporation for the election of directors and on all matters submitted to a vote of shareholders of the Corporation.

FOURTH: No shareholder of the Corporation may cumulate such shareholder's voting powers. No shareholder of the Corporation shall have any preemptive right to purchase, subscribe for, or otherwise acquire any shares of the Corporation of any class now or hereafter authorized, or any securities exchangeable for or convertible into such shares, or any warrants or other instruments evidencing rights or options to subscribe for, purchase, or otherwise acquire such shares.

FIFTH: The purpose of the Corporation shall be to engage in any lawful act or activity for which corporations may be formed under Chapter 1701 of the Ohio Revised Code.

SIXTH: To the full extent permitted by the General Corporation Law of the State of Ohio or any other applicable laws presently or hereafter in effect, no director of the Corporation will be personally liable to the Corporation or its shareholders for or with respect to any acts or omissions in the performance of his or her duties as a director of the Corporation. Any repeal or modification of this Article Sixth will not adversely affect any right or protection of a director of the Corporation existing immediately prior to such repeal or modification.

SEVENTH: Indemnification.

(a) *Indemnification Obligation.* Subject to Section (d) of this Article Seventh, the Corporation shall indemnify, defend and hold harmless, in each case to the fullest extent permitted or required by any applicable laws, including the laws of the State of Ohio in effect on the date hereof or as such laws may from time to time hereafter be amended to increase the scope of such permitted indemnification, any person made, or threatened to be made, a party to any threatened, asserted, pending or completed claim, demand, action, suit or proceeding, whether civil, criminal, administrative, arbitral, investigative or other, and whether made pursuant to federal, state or other law and any threatened, pending or completed inquiry or investigation, whether made, instituted or conducted by the Corporation or any other person, including, without limitation, any federal, state or other governmental entity, that an Indemnitee (as defined below) determines might lead to the institution of any such claim, demand, action, suit or proceeding (collectively, a "**Claim**"), by reason of the fact that such person, whether

before or after adoption of this Article Seventh, is or was (i) serving as a director of the Corporation, or is or was serving at the request of the Corporation as a director of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise (any such person, an “**Indemnatee Director**”), (ii) serving as an officer of the Corporation, or is or was serving at the request of the Corporation as an officer of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise (any such person, an “**Indemnatee Officer**” and, together with the Indemnatee Directors, an “**Indemnatee**”), or (iii) an heir, successor or administrator of an Indemnatee (each such Claim, an “**Indemnifiable Claim**”), against and from (1) any and all Indemnifiable Claims, (2) any and all attorneys’ and experts’ fees and expenses and all other costs and expenses paid or payable in connection with investigating, defending, being a witness in or participating in (including on appeal), or preparing to investigate, defend, be a witness in or participate in (including on appeal), any Claim (collectively, “**Expenses**”) and (3) to the extent relating to, arising out of or resulting from any Indemnifiable Claim, any and all damages, losses, liabilities, judgments, penalties (whether civil, criminal or other) and amounts paid in settlement, including, without limitation, all interest, assessments and other charges paid or payable in connection with or in respect of any of the foregoing (collectively, “**Indemnifiable Losses**”); provided, that such Indemnatee has satisfied any applicable standard of conduct under Ohio law that is a legally required condition precedent to indemnification of such Indemnatee hereunder (the “**Standard of Conduct**”) against Indemnifiable Losses relating to, arising out of or resulting from such Indemnifiable Claim. If an Indemnatee is entitled under any provision herein to indemnification by the Corporation for some or a portion of any Indemnifiable Loss, but not for the total amount thereof, the Corporation shall indemnify such Indemnatee for the portion thereof to which such Indemnatee is entitled. Notwithstanding anything to the contrary herein, except as provided in Section (e)(vii) of this Article Seventh, an Indemnatee is not entitled to indemnification pursuant to this Article Seventh in connection with any Claim initiated by such Indemnatee unless the Corporation has joined in or consented to the initiation of such Claim.

(b) *Advancement of Expenses.* Upon request and prior to the final disposition of an Indemnifiable Claim, the Corporation shall advance to an Indemnatee Director the Expenses paid or incurred by such Indemnatee Director, or that such Indemnatee Director determines are reasonably likely to be paid or incurred by him or her, that are related to, arising out of or resulting from an Indemnifiable Claim. An Indemnatee Director’s right to such advancement is not subject to the satisfaction of any standard of conduct. Without limiting the generality or effect of the foregoing, within five business days after any request from an Indemnatee Director, the Corporation shall, in accordance with such request (but without duplication), (i) pay such Expenses on behalf of such Indemnatee Director, (ii) advance to such Indemnatee Director funds in an amount sufficient to pay such Expenses or (iii) reimburse such Indemnatee Director for such Expenses; provided, that such Indemnatee Director shall repay, without interest, any amounts actually advanced to such Indemnatee Director that, at the final disposition of the Indemnifiable Claim or the Standard of Conduct Determination pursuant to Section (d)(ii) of this Article Seventh, as applicable, to which the advance related, were in excess of (A) the indemnification to which such Indemnatee Director is entitled or (B) amounts paid or payable by such Indemnatee Director in respect of Expenses relating to, arising out of or resulting from such Indemnifiable Claim.

(c) *Procedure for Notification.* To seek indemnification in respect of an Indemnifiable Claim or Indemnifiable Loss, an Indemnatee shall submit to the Corporation a written request therefor, including a brief description (based upon information then available to such Indemnatee) of such Indemnifiable Claim or Indemnifiable Loss. If, at the time of the receipt of such request, the Corporation has directors' and officers' liability insurance in effect under which coverage for such Indemnifiable Claim or Indemnifiable Loss is potentially available, the Corporation shall give prompt written notice of such Indemnifiable Claim or Indemnifiable Loss to the applicable insurers in accordance with the procedures set forth in the applicable policies. The failure by an Indemnatee to timely notify the Corporation of any Indemnifiable Claim or Indemnifiable Loss will not relieve the Corporation from any liability hereunder unless, and only to the extent that, the Corporation did not otherwise learn of such Indemnifiable Claim or Indemnifiable Loss and such failure results in forfeiture by the Corporation of substantial defenses, rights or insurance coverage.

(d) *Determination of Right to Indemnification.*

(i) To the extent an Indemnatee is successful on the merits or otherwise in defense of any Indemnifiable Claim or any portion thereof or in defense of any issue or matter therein, including, without limitation, dismissal without prejudice, with respect to which the Corporation has received a written request for indemnification pursuant to Section (c) of this Article Seventh by such Indemnatee, the Corporation shall indemnify such Indemnatee against all or such portion, as applicable, of the Indemnifiable Losses relating to, arising out of or resulting from such Indemnifiable Claim and such Indemnatee will have been deemed to have satisfied the Standard of Conduct.

(ii) To the extent Section (d)(i) of this Article Seventh is not applicable to an Indemnatee, if such indemnification has not been ordered by a court, the Board of Directors of the Corporation (the "**Board**") shall meet and determine or Independent Counsel (as defined below) shall determine, as applicable, whether such Indemnatee satisfied the Standard of Conduct with respect to the Indemnifiable Losses relating to, arising out of or resulting from such Indemnifiable Claim (a "**Standard of Conduct Determination**") in the following manner:

(1) if a Change in Control (as defined below) has not occurred, or if a Change in Control has occurred but the Indemnatee has requested that the Standard of Conduct Determination be made pursuant to this clause (1), (A) by a majority vote of each director of the Corporation who is not and was not a party to the Claim in respect of which indemnification is sought by such Indemnatee (each, a "**Disinterested Director**"), even if less than a quorum of the Board, (B) if such Disinterested Directors so direct, by a majority vote of a committee of Disinterested Directors designated by a majority vote of all Disinterested Directors or (C) if there are no such Disinterested Directors, by Independent Counsel (as defined below) in a written opinion addressed to the Board, a copy of which must be delivered to such Indemnatee; and

(2) if a Change in Control has occurred and such Indemnatee has not requested that the Standard of Conduct Determination be made pursuant to clause (1), by Independent Counsel in a written opinion addressed to the Board, a copy of which must be delivered to such Indemnatee.

(iii) Such Indemnitee shall cooperate with the person or persons making the Standard of Conduct Determination, including providing to such person or persons, upon reasonable advance request, any documentation or information that is not privileged or otherwise protected from disclosure and that is reasonably available to such Indemnitee and reasonably necessary to such determination. The Corporation shall indemnify and hold harmless the Indemnitee against, and, if requested by such Indemnitee, shall reimburse him or her for, within five business days of such request, any and all costs and expenses (including reasonable attorneys' and experts' fees and expenses) incurred by such Indemnitee in so cooperating with the person or persons making the Standard of Conduct Determination.

(iv) If a Standard of Conduct Determination has not been made within 30 days after the later of receipt by the Corporation of written notice from such Indemnitee advising the Corporation of the final disposition of the applicable Indemnifiable Claim and the selection of an Independent Counsel, if applicable, the Indemnitee is deemed to have satisfied the Standard of Conduct; provided, that such 30-day period may be extended for a reasonable time, not to exceed an additional 30 days, if the person or persons making such Standard of Conduct Determination in good faith require such additional time for the obtaining or evaluation or documentation and/or information relating thereto.

(v) (1) For purposes of Section (d) of this Article Seventh, "**Independent Counsel**" means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five years has been, retained to represent: (A) the Corporation (or any subsidiary of the Corporation) or such Indemnitee in any matter material to either such party or (B) any other named (or, as to a threatened matter, reasonably likely to be named) party to the Indemnifiable Claim giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "**Independent Counsel**" does not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Corporation or such Indemnitee in an action to determine such Indemnitee's rights hereunder.

(2) If a Standard of Conduct Determination is to be made by Independent Counsel pursuant to Section (d)(ii)(1) of this Article Seventh, the Board shall select the Independent Counsel and the Corporation shall give written notice to the Indemnitee advising him or her of the identity of the Independent Counsel so selected. If a Standard of Conduct Determination is to be made by Independent Counsel pursuant to Section (d)(ii)(2) of this Article Seventh, the Indemnitee shall select the Independent Counsel and such Indemnitee shall give written notice to the Corporation advising it of the identity of the Independent Counsel so selected.

(vi) The Standard of Conduct must be found to have been met by the Board or Independent Counsel, as applicable, unless (1) a judgment or other final adjudication adverse to the Indemnitee establishes that acts of the Indemnitee were committed in violation of the Standard of Conduct; or (2) if the Claim was disposed of other than by judgment or other final adjudication, the Board or Independent Counsel, as applicable, finds in good faith that, if it had been disposed of by judgment or other final adjudication, such judgment or other final adjudication would have been adverse to the

Indemnatee and would have established clause (1) above. Notwithstanding anything to the contrary herein, in making any Standard of Conduct Determination, the Board or Independent Counsel, as applicable, shall presume that such Indemnatee has satisfied the Standard of Conduct and the Corporation may overcome such presumption only by its adducing clear and convincing evidence to the contrary.

(vii) If indemnification is denied, in whole or part, due to a Standard of Conduct Determination, or because the Board or Independent Counsel, as applicable, believes the Expenses requested by the Indemnatee are unreasonable, such action by the Board or Independent Counsel, as applicable, does not affect the right of the Indemnatee to make application therefor in any court having jurisdiction thereof (an "**Indemnatee Action**"), and in such Indemnatee Action the issue must be whether the Indemnatee met the Standard of Conduct or whether the Expenses were reasonable, as the case may be, not whether the finding of the Board or Independent Counsel, as applicable, with respect thereto was correct. No Standard of Conduct Determination hereunder may be used as a defense to any Indemnatee Action by such Indemnatee for indemnification, reimbursement or advance payment of expenses by the Corporation or create any presumption that such Indemnatee has not met the Standard of Conduct. If the judgment or other final adjudication in such Indemnatee Action establishes that the Indemnatee met the Standard of Conduct, or that the disallowed Expenses or any portion thereof were reasonable, such Indemnatee is deemed to have met the Standard of Conduct and the Corporation shall grant such indemnification or reimbursement and indemnify such Indemnatee for any Expenses incurred by him or her in connection with such Indemnatee Action; provided, that if pursuant to such judgment or final adjudication such Indemnatee is entitled to less than the full amount of indemnification or reimbursement denied by the Corporation, the Corporation shall indemnify such Indemnatee for only the portion of such Expenses incurred in connection with the Indemnatee Action proportionate to the amount of the indemnification so awarded.

(viii) For purposes of Section (d) of this Article Seventh, a "**Change in Control**" means (1) the occurrence after the date hereof of any transfer of the outstanding shares of Common Stock that would result in the initial shareholder of Common Stock owning less than a majority of the outstanding shares of Common Stock, whether by sale, merger or otherwise or (2) the insolvency of the Corporation, the filing of a voluntary petition in bankruptcy by the Corporation, the filing of an involuntary petition to have the Corporation declared bankrupt, the appointment of a receiver or trustee for the Corporation or the execution by the Corporation of an assignment for the benefit of creditors.

(e) *Primacy of Indemnification; Subrogation.* In the event that any Indemnatee has rights to indemnification, advancement of Expenses and/or insurance provided by any direct or indirect shareholder of the Corporation or any affiliate thereof (any of the foregoing being a "**Secondary Indemnitor**"), other than insurance provided by a Secondary Indemnitor under a liability insurance policy issued to the Corporation or its officers or directors, then as between the Corporation and the Secondary Indemnitor the following shall apply: The Corporation (i) will be the indemnitor of first resort (i.e. its obligations to the Indemnatee shall be primary and any obligation of the Secondary Indemnitor to advance Expenses or to provide indemnification for the same Expenses or liabilities incurred by the Indemnatee shall be secondary); (ii) shall advance the full amount of Expenses incurred by the Indemnatee and be liable for the full amount of all Expenses and Indemnifiable Losses to the extent legally permitted and as required by

the terms herein and the bylaws (or equivalent document) of the Corporation, without regard to any rights the Indemnitee may have against the Secondary Indemnitor; and (iii) irrevocably waives, relinquishes and releases the Secondary Indemnitor from any and all claims it may have against the Secondary Indemnitor for contribution, subrogation or any other recovery of any kind in respect of its indemnification of and advancement of Expenses to the Indemnitee. No advancement or payment by the Secondary Indemnitor to or on behalf of an Indemnitee with respect to any Claim for which the Indemnitee has sought indemnification from the Corporation will affect the foregoing and the Secondary Indemnitor will, to the extent of such advancement or payment, have a right of contribution from the Corporation and/or a right of subrogation to all rights of recovery of the Indemnitee against the Corporation. Each Secondary Indemnitor is an express third party beneficiary of this Section (e).

(f) *Contractual Article.* This Article Seventh constitutes a contract between the Corporation and each director and each officer of the Corporation who serves as such at any time while this Article Seventh is in effect. No repeal or amendment of this Article Seventh, insofar as it reduces the extent of the indemnification of any person who could be an Indemnitee, without his or her written consent, is effective as to such person with respect to any event, act or omission occurring or allegedly occurring prior to (i) the date of such repeal or amendment if on that date he or she is not serving in any capacity for which he or she could be an Indemnitee, or (ii) the 30th day following delivery to such person of written notice of such amendment as to any capacity in which he or she is serving on the date of such repeal or amendment, other than as a director or officer of the Corporation, for which he or she could be an Indemnitee, or (iii) the later of the 30th day following delivery to such person of such notice or the end of the term of office (for whatever reason) he or she is serving as director or officer of the Corporation when such repeal or amendment is adopted, with respect to being an Indemnitee in that capacity. No amendment of the General Corporation Law of the State of Ohio, insofar as it reduces the permissible extent of the right of indemnification of an Indemnitee under this Article Seventh, will be effective as to such person with respect to any event, act or omission occurring or allegedly occurring prior to the effective date of such amendment. This Article Seventh is binding on any successor to the Corporation.

(g) *Non-Exclusivity.* The indemnification provided by this Article Seventh is in addition to any other rights to which any Indemnitee may be entitled under any other agreement, document, certificate, instrument or applicable law. The Corporation is authorized to enter into agreements with any such person or persons providing them rights to indemnification or advancement of Expenses in addition to the provisions therefore in this Article Seventh to the fullest extent permitted by the laws of the State of Ohio or any other applicable laws as presently or hereafter in effect.

EIGHTH: The Corporation may from time to time, pursuant to authorization by the Board and without action by the shareholders, purchase or otherwise acquire shares of the Corporation of any class or classes in such manner, upon such terms and in such amounts as the Board shall determine subject, however, to such limitation or restriction as is contained in the express terms of any class of shares of the Corporation outstanding at the time of the purchase or acquisition in question.

NINTH: Unless and until the legal and beneficial holders of more than 50% of the Common Stock approve the termination of, or an action causing the termination of, the existing election (the "**Election**") of the Corporation to be an "S" corporation under

Section 1361 of the Internal Revenue Code of 1986, as amended (the "**Code**"), no holder of shares of the Corporation will transfer any shares of the Corporation or take any other action or refrain from taking any action the effect of which would cause the termination of the Election or would cause the Corporation to cease to be an "S" corporation. Any purported transfer in violation of this Article Ninth will be null and void and have no force or effect.