DOC ID ----> 202005400116

DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
02/28/2020	202005400116	DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG (LCP)	99.00	0.00	0.00	0.00

Receipt

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

JENNIFER MARANDO
710 SALISBURY WAY
COPLEY, OH 44321

STATE OF OHIO
CERTIFICATE

Ohio Secretary of State, Frank LaRose

4441178

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

HENRY'S HAMMER LLC

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

Document(s)	Document No(s):
DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG	**202005400116**
Effective Date: 02/23/2020	

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 28th day of February, A.D. 2020.

Ohio Secretary of State

DOC ID ----> 202005400116

Form 533A Prescribed by:

Frank LaRose
Ohio Secretary of State

Date Electronically Filed: 2/23/2020

Toll Free: 877.767.3453 | Central Ohio: 614.466.3910

OhioSoS.gov | business@OhioSoS.gov

File online or for more information: OhioBusinessCentral.gov

Articles of Organization for a Domestic Limited Liability Company

Filing Fee: $99

Form Must Be Typed

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: Henry's Hammer LLC

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

Optional: Effective Date (MM/DD/YYYY) 2/23/2020

(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.)

Optional: This limited liability company shall exist for _____ Period of Existence

Optional: Purpose

HOME IMPROVEMENT 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 Statutory Agent

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

Henry's Hammer 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 corporation may be served. The complete address of the agent is:

JENNIFER MARANDO

(Name of Statutory Agent)

710 SALISBURY WAY

(Mailing Address)

COPLEY	OH	44321
(Mailing City)	(Mailing State)	(Mailing ZIP Code)

Acceptance of Appointment

The Undersigned, JENNIFER MARANDO , named herein as the

(Name of Statutory Agent)

Statutory agent for Henry's Hammer LLC

(Name of Limited Liability Company)

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

Statutory Agent Signature JENNIFER MARANDO

(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 a member, manager or other representative.

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

If the authorized representative 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.

HENRY'S HAMMER
Signature

JENNIFER MARANDO
By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

DOC ID ----> 202005400116

JON HUSTED
Ohio Secretary of State

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*

Filing Form Cover Letter

Please return the approval certificate to:

Name *(Individual or Business Name):*

Jennifer Marando

To the Attention of *(if necessary):*

Address: 710 salisbury way

City: copley

State: Ohio ZIP Code: 44321

Phone Number: (330) 819-0204 E-mail Address: henry.icanfixit@gmail.com

☒ Check here if you would like to receive important notices via e-mail from the Ohio Secretary of State's office regarding Business Services.

☒ Check here if you would like to be signed up for our Filing Notification System for the business entity being created or updated by filing this form. This is a free service provided to notify you via e-mail when any document is filed on your business record.

Please make checks or money orders payable to: "Ohio Secretary of State"

Type of Service Being Requested: (PLEASE CHECK **ONE** BOX BELOW)

☒ **Regular Service:** Only the filing fee listed on page one of the form is required and the filing will be processed in approximately 3-7 business days. The processing time may vary based on the volume of filings received by our office.

○ **Expedite Service 1:** By including an Expedite fee of $100.00, **in addition** to the regular filing fee on page one of the form, the filing will be processed within 2 business days after it is received by our office.

○ **Expedite Service 2:** By including an Expedite fee of $200.00, **in addition** to the regular filing fee on page one of the form, the filing will be processed within 1 business day after it is received by our office. **This service is only available to walk-in customers who hand deliver the document to the Client Service Center.**

○ **Expedite Service 3:** By including an Expedite fee of $300.00, **in addition** to the regular filing fee on page one of the form, the filing will be processed within 4 hours after it is received by our office, if received by 1:00 p.m. **This service is only available to walk-in customers who hand deliver the document to the Client Service Center.**

○ **Preclearance Filing:** A filing form, to be submitted at a later date for processing, may be submitted to be examined for the purpose of advising as to the acceptability of the proposed filing for a fee of $50.00. The Preclearance will be complete within 1-2 business days.

Form 532A Prescribed by:

JON HUSTED
Ohio Secretary of State

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

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

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

Please check the box if this corporation is being formed for the following purpose:

☐ Community Development Corporation - Please see Ohio Revised Code Chapter 1726 or the instructions at the end of this form for more information.

First: Name of Corporation: Henry's Hammer LLC

(Name must include the following word or abbreviation: company, co., corporation, corp., incorporated, or inc.)

Second: Location of Principal Office in Ohio

copley — City
Ohio — State
OH — County

Optional: Effective Date (MM/DD/YYYY) _____ (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.)

Number of Shares	Type of Shares	Par Value of Shares
Please see attached Exhibit A.	*Please see attached Exhibit A.*	*Please see attached Exhibit A*

Fourth: If the corporation is to have an initial stated capital, please state the amount of that stated capital.

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

Henry's Hammer LLC

(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:

Jennifer Marando

(Name of Statutory Agent)

710 salisbury way

(Mailing Address)

Akron | OH | 44321

(Mailing City) | (Mailing State) | (Mailing ZIP Code)

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

(Signature)

(Signature)

(Signature)

Acceptance of Appointment

The Undersigned, Jennifer Marando , named herein as the

(Name of Statutory Agent)

Statutory agent for Henry's Hammer LLC

(Name of Corporation)

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

Statutory Agent Signature

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

DOC ID ----> 202005400116

Exhibit A
Share Structure

Class A Shares

The Corporation is authorized to issue a single class of shares. The total number of shares authorized is 0 Class A par value shares and the par value of each authorized Class A share is $0.0100 US Dollars. This class of shares is entitled to receive the net assets of the Corporation on dissolution.

The Class A voting, cumulative shares will have the following rights and privileges attached to them and be subject to the following conditions and limitations:

a. The holders of Class A shares will be entitled to receive, as and when declared by the board of directors out of the monies of the Corporation properly applicable to the payment of dividends, cumulative, cash dividends, at the rate to be set by the board of directors.

b. The Class A shares may from time to time be issued as a class without series or, may from time to time be issued in one or more series. If the Class A shares are issued in one or more series the board of directors may from time to time, by resolution before issuance, fix the number of shares in each series, determine the designation and fix the rights, privileges, restrictions, limitations and conditions attaching to the shares of each series but always subject to the limitations set out in the Initial Articles of Incorporation.

c. The holders of Class A shares will be entitled to one vote for each Class A share held, and will be entitled to receive notice of and to attend all meetings of the shareholders of the Corporation.

d. In the event of liquidation, dissolution, or winding up of the Corporation, the Class A shareholders will be entitled to share equally, share for share, in the distribution of the assets of the Corporation.

DOC ID ----> 202005400116

Exhibit B
Additional Information

1. **Public Sale of Shares**

   Any invitation to the public to subscribe to any class of shares of the Corporation is prohibited.

2. **Preemptive Rights**

   The Corporation elects to remove from shareholders the right to preemptively subscribe to any or all future issues of shares in the Corporation.

3. **Cumulative Voting**

   In an election for directors, the maximum number of votes a shareholder may cast for one director is equal to the number of voting shares held by the shareholder.

4. **Indemnification of Officers, Directors, Employees and Agents**

   The board of directors, officers, employees and agents of the Corporation will be indemnified and held harmless by the Corporation and its shareholders from and against any and all claims of any nature, whatsoever, arising out of the individual's participation in the affairs of the Corporation. The board of directors, officers, employees and agents of the Corporation will not be entitled to indemnification under this section for liability arising out of gross negligence or willful misconduct of the individual or the breach by the individual of any provisions of this Agreement.

5. **Limitation of Liability**

   The board of directors and officers of the Corporation will not be personally liable to the Corporation or its shareholders for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred or implied by the Initial Articles of Incorporation or by the Corporation. The board of directors and officers will be liable for any expenses or damages incurred by the Corporation or its shareholders resulting from any and all acts or omissions involving fraud or intentional wrongdoing.

OPERATING AGREEMENT
of
Henry's Hammer LLC

This Operating Agreement (the "Agreement") made and entered into this 23rd day of February, 2020 (the "Execution Date"),

BETWEEN:

Henry Drechsler of 710 Salisbury Way, Akron, OH 44321, USA, and
Jennifer Marando of 710 Salisbury Way, Akron, OH 44321, USA
(individually the "Member" and collectively the "Members").

BACKGROUND:

A. The Members wish to associate themselves as members of a limited liability company.

B. The terms and conditions of this Agreement will govern the Members within the limited liability company.

IN CONSIDERATION OF and as a condition of the Members entering into this Agreement and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Members agree as follows:

Formation

1. By this Agreement, the Members form a Limited Liability Company (the "Company") in accordance with the laws of the State of Ohio. The rights and obligations of the Members will be as stated in Chapter 1705 of the Ohio Revised Code (the "Act") except as otherwise provided in this agreement.

Name

2. The name of the Company will be Henry's Hammer LLC.

DOC ID ----> 202005400116

Purpose

3. The company will offer a full range of home improvement services.

Term

4. The Company will continue until terminated as provided in this Agreement or may dissolve under conditions provided in the Act.

Place of Business

5. The Principal Office of the Company will be located at 710 Salisbury Way, Akron, OH 44321, USA or such other place as the Members may from time to time designate.

Capital Contributions

6. The following is a list of all Members and their Initial Contributions to the Company. Each of the Members agree to make their Initial Contributions to the Company in full, according to the following terms:

Member	Contribution Description	Value of Contribution
Henry Drechsler	Henry Drechsler will contribute the use of his tools and contractor knowledge/ skills to provide services to customers	$1,000.00
Jennifer Marando	Jennifer Marando provide customer service and bookkeeping	$0.00

Allocation of Profits/Losses

7. Subject to the other provisions of this Agreement, the Net Profits or Losses, for accounting purposes, will accrue to and be borne by the Members in equal proportions.

8. Each Member will receive an equal share of any Distribution.

DOC ID ----> 202005400116

9. No Member will have priority over any other Member for the distribution of Net Profits or Losses.

Nature of Interest

10. A Member's interest in the Company will be considered personal property, and will at no time be considered real property.

Withdrawal of Contribution

11. No Member will withdraw any portion of their Capital Contribution without the unanimous consent of the other Members.

Liability for Contribution

12. A Member's obligation to make their required Capital Contribution can only be compromised or released with the consent of all remaining Members or as described elsewhere in this Agreement. If a Member does not make the Capital Contribution when it is due, he is obligated at the option of any remaining Members to contribute cash equal to the agreed value of the Capital Contribution. This option is in addition to and not in lieu of any others rights, including the right to specific performance that the Company may have against the Member.

Additional Contributions

13. Capital Contributions may be amended from time to time, according to the business needs of the Company. However if additional capital is determined to be required and an individual Member is unwilling or unable to meet the additional contribution requirement within a reasonable period, the remaining Members may contribute in proportion to their existing Capital Contributions to resolve the amount in default. In such case, the allocation of Net Profits or Losses and the distribution of assets on dissociation or dissolution will be adjusted accordingly.

14. Any advance of money to the Company by any Member in excess of the amounts provided for in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the Capital Contribution of the Member. This liability will be repaid with interest at such rates and times to be determined by a majority of the Members. This liability will not entitle the lending Member to any increased share of the Company's profits nor to a greater voting power. Repayment of such debts will have priority over any other payments to Members.

DOC ID ----> 202005400116

Capital Accounts

15. An individual capital account will be maintained for each Member and their initial Capital Contribution will be credited to this account. Any Additional Contributions made by any Member will be credited to that Member's individual Capital Account.

Interest on Capital

16. No borrowing charge or loan interest will be due or payable to any Member on their agreed Capital Contribution inclusive of any agreed Additional Contributions.

Management

17. Management of this Company is vested in the Members.

Authority to Bind Company

18. Only the following individuals have authority to act for or bind the Company in contract:

- Jennifer Marando and Henry Drechsler.

Duty of Loyalty

19. Any Member may invest in or engage in any business of any type, including without limitation, a business that is similar to the business of the Company whether or not in direct competition with the Company and whether or not within the established or contemplated market regions of the Company. Neither the Company nor any Member will have any right to that opportunity or any income derived from that opportunity.

Duty to Devote Time

20. Each Member will devote such time and attention to the business of the Company as the majority of the Members will from time to time reasonably determine for the conduct of the Company business.

Member Meetings

21. A meeting may be called by any Member providing that reasonable notice has been provided to the other Members.

22. Member meetings will be held at any location that the Members may from time to time designate.

DOC ID ----> 202005400116

23. Regular Member meetings will be held only as required.

Voting

24. Each Member will have a single equal vote on any matter.

Admission of New Members

25. A new Member may only be admitted to the Company with a unanimous vote of the existing Members.

26. The new Member agrees to be bound by all the covenants, terms, and conditions of this Agreement, inclusive of all current and future amendments. Further, a new Member will execute such documents as are needed to effect the admission of the new Member. Any new Member will receive such business interest in the Company as determined by a unanimous decision of the other Members.

Voluntary Withdrawal of a Member

27. Where the Company consists of two or more Members, the voluntary withdrawal of a Member will have no effect upon the continuance of the Company.

28. It remains incumbent on the withdrawing Member to exercise this dissociation in good faith and to minimize any present or future harm done to the remaining Members as a result of the withdrawal.

Involuntary Withdrawal of a Member

29. Events leading to the involuntary withdrawal of a Member from the Company will include but not be limited to: death of a Member; Member mental incapacity; Member disability preventing reasonable participation in the Company; Member incompetence; breach of fiduciary duties by a Member; criminal conviction of a Member; Operation of Law against a Member or a legal judgment against a Member that can reasonably be expected to bring the business or societal reputation of the Company into disrepute. Expulsion of a Member can also occur on application by the Company or another Member, where it has been judicially determined that the Member: has engaged in wrongful conduct that adversely and materially affected the Company's business; has willfully or persistently committed a material breach of the Operating Agreement or of a duty owed to the Company or to the other Members; or has engaged in conduct relating to the Company's business that makes it not reasonably practicable to carry on the business with the Member.

DOC ID ----> 202005400116

30. Where the Company consists of two or more Members, the involuntary withdrawal of a Member will have no effect upon the continuance of the Company.

Dissociation of a Member

31. In the event of either a voluntary or involuntary withdrawal of a Member, if the remaining Members elect to purchase the interest of the withdrawing Member, the remaining Members will serve written notice of such election, including the purchase price and method and schedule of payment for the withdrawing Member's interest, upon the withdrawing Member, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the affected Member. The purchase amount of any buyout of a Member's interest will be determined as set out in the Valuation of Interest section of this Agreement.

32. The remaining Members retain the right to seek damages from a dissociated Member where the dissociation resulted from a malicious or criminal act by the dissociated Member or where the dissociated Member had breached their fiduciary duty to the Company or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Company or to the reputation of the Company.

33. A dissociated Member will only have liability for Company obligations that were incurred during their time as a Member. On dissociation of a Member, the Company will prepare, file, serve, and publish all notices required by law to protect the dissociated Member from liability for future Company obligations.

34. Where the remaining Members have purchased the interest of a dissociated Member, the purchase amount will be paid in full, but without interest, within 90 days of the date of withdrawal. The Company will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Company.

Right of First Purchase

35. In the event that a Member's Interest in the Company is or will be sold, due to any reason, the remaining Members will have a right of first purchase of that Member's Interest. The value of that interest in the Company will be the lower of the value set out in the Valuation of Interest section of this Agreement and any third party offer that the Member wishes to accept.

DOC ID ----> 202005400116

Assignment of Interest

36. A Member's financial interest in the Company can only be assigned to another Member and cannot be assigned to a third party except with the unanimous consent of the remaining Members.

37. In the event that a Member’s interest in the company is transferred or assigned as the result of a court order or Operation of Law, the trustee in bankruptcy or other person acquiring that Member's interest in the Company will only acquire that Member's economic rights and interests and will not acquire any other rights of that Member or be admitted as a Member of the Company or have the right to exercise any management or voting interests.

Valuation of Interest

38. In the event of a dissociation or the dissolution of the Company, each Member will have an equal financial interest in the Company.

39. In the absence of a written agreement setting a value, the value of the Company will be based on the fair market value appraisal of all Company assets (less liabilities) determined in accordance with generally accepted accounting principles (GAAP). This appraisal will be conducted by an independent accounting firm agreed to by all Members. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Members. The intent of this section is to ensure the survival of the Company despite the withdrawal of any individual Member.

40. No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Company books immediately prior to valuation.

Dissolution

41. The Company may be dissolved by a unanimous vote of the Members. The Company will also be dissolved on the occurrence of events specified in the Act.

42. Upon Dissolution of the Company and liquidation of Company property, and after payment of all selling costs and expenses, the liquidator will distribute the Company assets to the following groups according to the following order of priority:

    a. in satisfaction of liabilities to creditors except Company obligations to current Members;

DOC ID ----> 202005400116

b. in satisfaction of Company debt obligations to current Members; and then

c. to the Members based on Member financial interest, as set out in the Valuation of Interest section of this Agreement.

Records

43. The Company will at all times maintain accurate records of the following:

a. Information regarding the status of the business and the financial condition of the Company;

b. A copy of the Company federal, state, and local income taxes for each year;

c. Name and last known business, residential, or mailing address of each Member, as well as the date that person became a Member;

d. A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed; and

e. The cash, property, and services contributed to the Company by each Member, along with a description and value, and any contributions that have been agreed to be made in the future.

44. Each Member has the right to demand, within a reasonable period of time, a copy of any of the above documents for any purpose reasonably related to their interest as a Member of the Company, at their expense.

Books of Account

45. Accurate and complete books of account of the transactions of the Company will be kept in accordance with generally accepted accounting principles (GAAP) and at all reasonable times will be available and open to inspection and examination by any Member. The books and records of the Company will reflect all the Company's transactions and will be appropriate and adequate for the business conducted by the Company.

DOC ID ----> 202005400116

Banking and Company Funds

46. The funds of the Company will be placed in such investments and banking accounts as will be designated by the Members. All withdrawals from these accounts will be made by the duly authorized agent or agents of the Company as appointed by unanimous consent of the Members. Company funds will be held in the name of the Company and will not be commingled with those of any other person or entity.

Audit

47. Any Member will have the right to request an audit of the Company books. The cost of the audit will be borne by the Company. The audit will be performed by an accounting firm acceptable to all the Members. Where the Company consists of two or more Members, not more than one (1) audit will be required by any or all of the Members for any fiscal year.

Tax Treatment

48. This Company is intended to be treated as a corporation for the purposes of Federal and State Income Tax.

Annual Report

49. As soon as practicable after the close of each fiscal year, the Company will furnish to each Member an annual report showing a full and complete account of the condition of the Company including all information as will be necessary for the preparation of each Member's income or other tax returns. This report will consist of at least:

    a. A copy of the Company's federal income tax returns for that fiscal year; and

    b. A breakdown of the profit and loss attributable to each Member.

Goodwill

50. The goodwill of the Company will be assessed at an amount to be determined by appraisal using generally accepted accounting principles (GAAP).

Governing Law

51. The Members submit to the jurisdiction of the courts of the State of Ohio for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

DOC ID ----> 202005400116

Forbidden Acts

52. No Member may do any act in contravention of this Agreement.

53. No Member may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Member of the Company.

54. No Member may do any act that would make it impossible to carry on the ordinary business of the Company.

55. No Member will have the right or authority to bind or obligate the Company to any extent with regard to any matter outside the intended purpose of the Company.

56. No Member may confess a judgment against the Company.

57. Any violation of the above forbidden acts will be deemed an Involuntary Withdrawal of the offending Member and may be treated accordingly by the remaining Members.

Indemnification

58. All Members will be indemnified and held harmless by the Company from and against any and all claims of any nature, whatsoever, arising out of a Member's participation in Company affairs. A Member will not be entitled to indemnification under this section for liability arising out of gross negligence or willful misconduct of the Member or the breach by the Member of any provisions of this Agreement.

Liability

59. A Member or any employee will not be liable to the Company or to any other Member for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred or implied by this Agreement or the Company. The Member or employee will be liable only for any and all acts and omissions involving intentional wrongdoing.

Liability Insurance

60. The Company may acquire insurance on behalf of any Member, employee, agent or other person engaged in the business interest of the Company against any liability asserted against them or incurred by them while acting in good faith on behalf of the Company.

DOC ID ----> 202005400116

Life Insurance

61. The Company will have the right to acquire life insurance on the lives of any or all of the Members, whenever it is deemed necessary by the Company. Each Member will cooperate fully with the Company in obtaining any such policies of life insurance.

Actions Requiring Unanimous Consent

62. Actions requiring the unanimous consent of all Members will include, but not be limited to, the following:

    a. Sell, merge, consolidate, exchange or otherwise dispose of all or substantially all of the Property of the Company;

    b. Sell, loan or otherwise endanger the ownership or possession of any Company property;

    c. Release any Company claim or debt except for payment in full; and

    d. Alter the rights, duties or obligations of any class or series of Members.

Amendment of Operating Agreement

63. No amendment or modification of this Agreement will be valid or effective unless in writing and signed by all Members.

Title to Company Property

64. Title to all Company property will remain in the name of the Company. No Member or group of Members will have any ownership interest in Company property in whole or in part.

Miscellaneous

65. Time is of the essence in this Agreement.

66. This Agreement may be executed in counterparts.

67. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in a neutral gender include the masculine gender and the feminine gender and vice versa.

DOC ID ----> 202005400116

68. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

69. This Agreement contains the entire agreement between the parties. All negotiations and understandings have been included in this Agreement. Statements or representations that may have been made by any party to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements have no force or effect in respect to this Agreement. Only the written terms of this Agreement will bind the parties.

70. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Member's successors, assigns, executors, administrators, beneficiaries, and representatives.

71. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the addresses contained in this Agreement or as the parties may later designate in writing.

72. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

Definitions

73. For the purpose of this Agreement, the following terms are defined as follows:

    a. "Additional Contribution" means Capital Contributions, other than Initial Contributions, made by a Member to the Company.

    b. "Capital Contribution" means the total amount of cash, property, or services contributed to the Company by any one Member.

    c. "Initial Contribution" means Capital Contributions made by a Member to acquire an interest in the Company.

DOC ID ----> 202005400116

d. "Member's Interests" means the Member's collective rights, including but not limited to, the Member's right to share in profits, Member's right to a share of Company assets on dissolution of the Company, Member's voting rights, and Member's rights to participate in the management of the Company.

e. "Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles (GAAP).

f. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.

g. "Principal Office" means the office whether inside or outside the State of Ohio where the executive or management of the Company maintain their primary office.

IN WITNESS WHEREOF the Members have duly affixed their signatures under hand and seal on this 23rd day of February, 2020.

_____

Henry Drechsler (Member)

_____

Jennifer Marando (Member)

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THE FOLLOWING PAGE IS NOT PART OF YOUR AGREEMENT

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How do I file my LLC Operating Agreement?

You do *not* need to file your LLC Operating Agreement. The Operating Agreement is simply an agreement between the members of the LLC.

An LLC is created by preparing and filing an Articles of Organization document with the state where the LLC will operate.

What are Professional Services?

E.g. optometrist, chiropractor, psychologist, registered or licensed practical nurse, pharmacist, physical therapist, mechanotherapist, doctor of medicine and surgery, osteopathic medicine and surgery, and podiatric medicine and surgery.

Are there any restrictions on Professional Services?

Members and managers of the company must be legally authorized to offer the professional service, in the state where that service is offered.

The company may be formed to offer the following combined professional services: professional engineer, architect, and professional surveyor.

DOC ID ----> 202005400116

What is a Tax Matters Partner?

The Tax Matters Partner (Member) is the Member selected by the LLC to represent the company to the Internal Revenue Service and to make decisions on behalf of the LLC concerning taxation issues. The Internal Revenue Code requires that the company designate a Member for this purpose.

How do I choose my tax treatment category?

It is important to note that how the LLC is taxed does not affect the legal protections the LLC provides. For example, an LLC could be set up to be taxed like a sole proprietorship while still providing limited liability protection.

One Member LLC

An LLC with 1 member will be treated as a disregarded entity by default. This means the LLC will be taxed as a sole proprietorship.

Two Member LLC

An LLC with 2 or more members will be taxed as a partnership by default. If you choose to be taxed as a partnership, the income from your LLC passes through to the members and is declared as personal income. In this way income is only taxed once but the personal income tax rates paid by the members may be much higher than the applicable corporate rate.

Additionally, any LLC has the option to be taxed as a corporation. A disadvantage of a corporate tax model is double taxation - where the LLC pays taxes on company income and the members also pay tax on any income that members receive as dividends from the LLC. The advantage of the corporate tax model is that if most of the profits of the LLC can be retained in the company then double taxation can be minimized and overall tax paid at a lower corporate tax rate.

Your choice of taxation method should result in the lowest taxes. If you have any further questions you should contact a local tax lawyer or accountant.

DOC ID ----> 202005400116

Are there any limits on distributions?

State law often restricts the amount of company distributions in order to ensure the company remains solvent. For example, some states have a distribution limit that prevents the company's liabilities from exceeding assets after a distribution is made.

What is an allocation?

Where an LLC is classified as a partnership for federal income tax purposes, profits and losses are allocated among members. The LLC itself will not pay income tax in that case.

What are the benefits of requiring unanimous agreement?

Requiring unanimous consent is typically reserved for issues critical to the company. By requiring unanimous consent, all Member's Interests are protected against unreasonable majority decisions.

Do I need witnesses?

It is a good idea to have your signatures witnessed even though most documents and contracts do not require a witness for them to be legally valid.

Many banks and other institutions have their own internal policies about signing requirements, and may refuse to accept documents that are not witnessed regardless of the fact that the documents are legally valid. If you want to avoid bureaucratic hold-ups, it may be a good idea to have your document witnessed.

How do I choose a witness?

Generally, the person you choose to witness a document should be a neutral third party with no financial or other interest in the agreement.

Ideally, a witness will observe the parties signing the document and sign the document as proof that they witnessed the parties signing. The witness is not usually required to know or understand the contents of the document.

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