



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
11/14/2022	202231700816	OHIO LLC - ARTICLES OF ORGANIZATION (LCP)	99.00	0.00	0.00	0.00

Receipt

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

EBONE HLL
1520 OAKWOOD AVENUE
TOLEDO, OH 43607

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Frank LaRose
4954489

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

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

Document(s)

OHIO LLC - ARTICLES OF ORGANIZATION

Effective Date: 11/13/2022

Document No(s):

202231700816



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
14th day of November, A.D. 2022.

Ohio Secretary of State

Form 610 Prescribed by:

Date Electronically Filed: 11/13/2022



Telephone: 877.767.3453

OhioSoS.gov | business@OhioSoS.govFile online or for more information: OhioBusinessCentral.gov

Articles of Organization for a Domestic Limited Liability Company

Filing Fee: \$99**Form Must Be Typed****115-LCA**Name of Limited Liability Company (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)

Effective Time

Pursuant to Ohio Revised Code Section 1706.16(D), a limited liability company is formed when the articles of organization are filed by the secretary of state or at any later date or time specified in the articles of organization. Pursuant to Ohio Revised Code Section 1706.172(D), articles of organization delivered to the Ohio Secretary of State for filing may specify an effective time and a delayed effective date of not more than ninety days following the date of receipt by the Secretary of State. Articles of organization are effective as provided in Ohio Revised Code Section 1706.172(D).

Optional:

Purpose

Original Appointment of Statutory Agent

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

HEAVYS HAULING 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 complete address of the agent is:

EBONE HALL

(Name of Statutory Agent)

1520 OAKWOOD AVE

(Mailing Address)

TOLEDO

(Mailing City)

OH

(Mailing State)

43607

(Mailing ZIP Code)

Acceptance of Appointment

The Undersigned,

EBONE HALL

, named herein as the
(Name of Statutory Agent)

Statutory agent for

HEAVYS HAULING LLC

(Name of Limited Liability Company)

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

Statutory Agent Signature

EBONE HALL

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

If applicable, attach a statement as provided in division (B)(3) of section 1706.761 of the Ohio Revised Code to state that the LLC may have one or more series of assets subject to limitations.

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 of Organization shall be signed by at least one person.

If the person is an individual, then he or she must sign on the "signature" line and print his or her name in the "Print Name" Box.

If the person is a business entity, please print the name of the entity in the "Signature" box and an authorized representative of the business must sign in the "By" box and print his or her name and title or authority in the "Print Name Box."

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

VI. GENERAL PROVISIONS

1. HEAVYS HAULING LLC may designate one or more officers, such as a President, Vice President, Secretary and Treasurer. Persons who fill these positions need not be members of HEAVYS HAULING LLC. Such positions may be compensated or non-compensated according to the nature and extent of the service rendered for the LLC as a part of the duties of each office. Any officer may be reimbursed by HEAVYS HAULING LLC for out-of-pocket expenses paid by the officer in carrying out the duties of his or her office.

2. HEAVYS HAULING LLC shall keep at its principal business address a copy of all proceedings of membership meetings, as well as books of accounts of HEAVYS HAULING LLC financial transactions. A list of the names and addresses of the current membership of HEAVYS HAULING LLC also shall be maintained at this address, with notions on any transfer of members interest to nonmembers or persons being admitted into membership in HEAVYS HAULING LLC

3. Copies of HEAVYS HAULING LLC Articles of Organization, a signed copy of this operating agreement, and HEAVYS HAULING LLC tax returns for the preceding three tax years shall be kept at the principal business address of HEAVYS HAULING LLC. A statement shall be kept at this address containing any of the following information that is applicable to HEAVYS HAULING LLC:

- The amount of cash or a description and value of property contributed or agreed to be contributed as capital to HEAVYS HAULING LLC by each member.
- A schedule showing when any additional capital contributions are to be made by members to HEAVYS HAULING LLC;
- A statement or scheduled, if appropriate, showing the rights of members to receive distributions representing a return or part or all of members capital contributions;
- A description of, or date when, the legal existence of HEAVYS HAULING LLC will terminate under provisions in HEAVYS HAULING LLC Articles of Organization, or this operating agreement.

If one or more of the above items is included or listed in this operating agreement. It will be sufficient to keep a copy of this agreement at the principal business address of HEAVYS HAULING LLC without having to prepare and keep a separate record of such item or items at this address. Any member may inspect all records maintained by HEAVYS HAULING LLC upon reasonable notice to HEAVYS HAULING LLC.

4. The members and officers of HEAVYS HAULING LLC are authorized to perform all acts necessary to perfect the organization of HEAVYS HAULING LLC and to carry out its business operations expeditiously and efficiently. All members of HEAVYS HAULING LLC, may certify to other businesses, financial institutions, and individuals as to the authority of one or more members or officers of HEAVYS HAULING LLC to transact specific items of business on behalf of HEAVYS HAULING LLC.

5. This Agreement shall be governed by, and interpreted and enforced in accordance with, the substantive laws of Ohio in which HEAVYS HAULING LLC was formed, without reference to the conflicts of law rules of that or any other jurisdiction.

6. This operating agreement represents the entire agreement among the members of HEAVYS HAULING LLC, and it shall not be amended, modified or replaced except by a written instrument executed by all the parties to this agreement who are current members of HEAVYS HAULING LLC as well as any and all additional parties who become members of HEAVYS HAULING LLC after the adoption of

this agreement. This agreement replaces and supersedes all prior written and oral agreements among all members of HEAVYS HAULING LLC.

7. If any provision of this agreement is determined by a court or arbitrator to be invalid, unenforceable, or otherwise ineffective, that provision shall be severed from the rest of this agreement, and the remain provisions shall remain if effect and enforceable.

VII. SIGNATURES OF MEMBERS

In witness whereof, the member of HEAVYS HAULING LLC sign and adopt this agreement as the operating agreement of HEAVYS HAULING LLC

Date: November 13th, 2022

Signature: Ebone Hall

Printed Name: Ebone Hall, Member

Date: November 13th, 2022

Signature: Kenyatta King

Printed Name: Kenyatta King, Member

III TAX AND FINANCIAL PROVISIONS

1. The members of HEAVYS HAULING LLC intend that HEAVYS HAULING LLC be initially classified as a limited liability company for federal and, if applicable, state income tax purposes. It is understood that all members may agree to change the tax treatment of HEAVYS HAULING LLC by signing, or authorizing the signature of IRS form 8832, Entity Classification Election, and filing it with the IRS and, if applicable, the state tax department within the prescribed time limits.
2. The tax year of HEAVYS HAULING LLC shall be 2023. Both the tax year and the accounting period of HEAVYS HAULING LLC may be changed with the consent of all members if HEAVYS HAULING LLC qualifies for such change and may be affected by the filing of appropriate forms with the IRS and state tax authorities.
3. HEAVYS HAULING LLC shall designate one or more banks or other institutions for the deposit of the funds of HEAVYS HAULING LLC. and shall establish savings, checking, investment and other such accounts as are reasonable and necessary for its business and investments.
4. Designated members, Ebone Hall and Kenyatta King, are authorized to perform monetary transactions for HEAVYS HAULING LLC, with mutual consent. The funds of HEAVYS HAULING LLC, however and wherever deposited, or invested, shall not be commingled with the personal funds of any member of HEAVYS HAULING LLC
5. All personal and real property of this LLC shall be held in the name of the LLC. Not in the names of individual members, except for vehicle #1 2021 Ram Pro Master, which will remain in the name Kenyatta King until a free and clear title is received. Said vehicle will then be transferred and held in the name of the LLC.

IV. MEMBERSHIP WITHDRAWAL AND TRANSFER PROVISIONS

1. A member may withdraw from HEAVYS HAULING LLC by giving written notice to all other members at least 90 days (3 months) before the date the withdrawal is to be effective.
2. A member shall not transfer his or her membership in HEAVYS HAULING LLC unless all non-transferring members in HEAVYS HAULING LLC first agree to approve the admission of the transferee into HEAVYS HAULING LLC.

V. DISSOLUTION PROVISIONS

1. If HEAVY HAULING LLC is attached to a Trust, then the dissolution process would follow instructions within said Trust.
2. The following events shall trigger dissolution of HEAVYS HAULING LLC, except as provided:
 - a. the death, permanent incapacity, bankruptcy, retirement, resignation or expulsion of a member, all remaining members of HEAVYS HAULING LLC may vote to continue the legal existence of HEAVYS HAULING LLC, in which case HEAVYS HAULING LLC shall not dissolve;
 - b. the expiration of the term of existence of HEAVYS HAULING LLC if such term is specified in the Articles of Organization, or this operating agreement;
 - c. the written agreement of all members to dissolve HEAVYS HAULING LLC;

d. entry of a decree of dissolution of HEAVYS HAULING LLC under state law

OPERATING AGREEMENT FOR HEAVYS HAULING LIMITED LIABILITY COMPANY

I. PRELIMINARY PROVISIONS

1. This operating agreement of HEAVYS HAULING LLC effective November 11th, 2022, at 11:00 am EST, is adopted by members whose signatures appear at the end of this agreement.
2. This limited liability company (HEAVYS HAULING LLC) was formed by filing Articles of Organization, a Certificate of Formation document with the state of Ohio on November 11th, 2022. A copy of organizational documents has been placed in the HEAVYS HAULING LLC records book.
3. The formal name of this LLC is as stated above. However, HEAVYS HAULING LLC may do business under a different name by complying with the state of Ohio fictitious or assumed business name statutes and procedures.
4. HEAVYS HAULING LLC as provided in division (B)(3) of section 1706.761 of the Ohio Revised Code may have one or more series of assets subject to limitations provided in division (A) of this section.
 - A. The debts, liabilities, obligations, and expenses incurred, contracted for, or otherwise existing with respect to a series shall be enforceable against the assets of that series only, and shall not be enforceable against the assets of the limited liability company generally or any other series thereof.
5. The registered office of HEAVYS HAULING LLC and the registered agent at this address are as followed

Ebone Hall

1520 OAKWOOD AVENUE

TOLEDO, OH 43607

6. The registered office and agent may be changed from time to time as the members may see fit, by filing a change of registered agent or office form with the state of Ohio filing office. It will not be necessary to amend this provision of the operating agreement when such a change is made.
7. The specific business purposes and activities contemplated by the founders of HEAVYS HAULING LLC at the timer of initial signing of this agreement consist of the following: To operate as a transportation company.

It is understood that the foregoing statement of purpose shall not serve as a limitation on the powers or abilities of HEVYS HAULING LLC, which shall be permitted to engage in all lawful business activities. If HEAVYS HAULING LLC intended to engage in business activities outside the state of its formation that require the qualification of the LLC in other states, it shall obtain such qualification before engaging in such out-of-state activities.

8. The duration of HEAVYS HAULING LLC shall be indefinite. Further, this LLC shall terminate when a proposal to dissolve the LLC is adopted by the membership of this LLC or when this LLC is otherwise terminated in accordance with law.

9. Ebone Hall has the sole power to make the final decision regarding any matter relating to HEAVYS HAULING LLC if matters cannot be resolved.

II. MEMBERSHIP PROVISIONS

1. No member of HEAVYS HAULING LLC shall be personally liable for the expenses, debts, obligations, or liabilities for the LLC, or for claims made against it.

2. Members shall be reimbursed by HEAVYS HAULING LLC for organizational expenses paid by the members. HEAVYS HAULING LLC shall be authorized to elect to deduct organizational expenses and start-up expenditures ratably over a period as permitted by the Internal Revenue Code and as may be advised by HEAVYS HAULING LLC tax advisor.

3. HEAVYS HAULING LLC shall be managed exclusively by its members.

4. A member's percentage interest in HEAVYS HAULING LLC shall be computed as a fraction. The fraction shall be expressed in this agreement as a percentage, which shall be called each member's "percentage interest" in HEAVYS HAULING LLC.

5. Each member shall vote on any matter submitted to the membership for approval. If the matter is not resolved, Ebone Hall has sole power to decide.

6. Members shall not be paid as members of HEAVYS HAULING LLC for performing any duties associated with such membership, including management of HEAVYS HAULING LLC. Members may be paid, however, for any services rendered in any other capacity for HEAVYS HAULING LLC, whether as officers, employees, independent contractors or otherwise.

7. HEAVYS HAULING LLC shall not provide regular members' meetings. However, any member may call a meeting by communicating his or her wish to schedule a meeting to all other members. Such a notification may be in person or in writing, telephone or electronic communication to the member calling the meeting, to meet at a mutual time and place. If all members cannot attend the meeting shall be postponed to the date and time when all can attend unless all members who cannot attend have agreed in writing to the holding of the meeting without them. Written minutes of the discussions and proposals presented at a members meeting, and the votes taken, and matters approved at such meeting, shall be taken by one of the members or a person designated at the meeting. A copy of the minutes shall be placed in HEAVYS HAULING LLC records book after the meeting.

8. HEAVYS HAULING LLC shall be authorized to obtain and issue certificates representing or certifying membership interests in HEAVYS HAULING LLC. Each certificate shall show the name of HEAVYS HAULING LLC, the name of the member, and state that the person named is a member of HEAVYS HAULING LLC and is entitled to all the rights granted members of HEAVYS HAULING LLC under the Article of Organization and provisions of law. Each membership certificate shall be consecutively numbered and signed by one or more officers of HEAVYS HAULING LLC. The certificates shall include any additional information considered appropriate for inclusion by the members on membership certificates. In addition to the above information, all membership certificates shall be a prominent

legend on their face or reverse side stating, summarizing, or referring to any transfer restrictions that apply to memberships in HEAVYS HAULING LLC under the Articles of Organization, and the address where a member may obtain a copy of these restrictions upon request from HEAVYS HAULING LLC. The records book of HEAVYS HAULING LLC shall contain a list of the names and addresses of all persons to whom certificates have been issued, show the date of issuance of each certificate, and record the date of all cancellations or transfers of membership certificates.