

# Articles of Organization

**THIS AGREEMENT** made as of April 6, 2015 between Andrew J Halligan, 14202 Academy Ridge Blvd, Louisville, KY 40245, William J Russell of 9917 Fringe Tree Court, Louisville, KY 40241 and Neal T Blair of 4236 Lynnbrooke Drive, Louisville, KY, ~~40280~~ 40220

**WHEREAS** the parties hereto are desirous of entering into a partnership (the "Partnership") with one another concerning a business of operating an Commercial and Residential HVAC cleaning service located at 14202 Academy Ridge Blvd, Louisville, KY 40245.

**NOW THEREFORE THIS AGREEMENT WITNESSES THAT** in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereafter set out, the parties hereto agree as follows:

1. **Business and Name.** From and after the date of this Agreement, the partners agree to carry on the Business in partnership with one another as equal partners under the name "All Clean Environmental, LLC.
2. **Capital Contribution.** All partners shall contribute equally any capital which they deem necessary for carrying on the Business.
3. **Profits, Losses.** The net profits of the Partnership shall belong to the partners in equal shares. All expenses incurred in the course of the Partnership and any losses arising therefrom shall be borne out of the earnings of the Partnership, or in the case of a deficiency, the losses shall be paid by the partners in equal shares.
4. **Accounting.** Proper accounts shall be kept of all transactions of the Partnership and at the end of each year or so soon thereafter as possible a statement shall be made out showing the income and expenses of the Partnership for the past year, and what belongs and is due to each of the partners as his share of the profits.
5. **Pay.** All partners will be entitled to equal hourly pay for services rendered for said partnership based on the number of hours they work. The rate shall be determined by agreement of all partners.
6. **Prohibited Acts.** No partner shall, without the consent in writing of the other, do any of the following things, namely:
  - (a) Be engaged directly or indirectly, or be connected with any trade or business other than the Business and there regular full time employment that competes with the business of "All Clean Environmental, LLC;

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- (b) Assign all or any part of his or her interest in the Partnership, or introduce or attempt to introduce any other person into the Partnership, without the authority of the other partner;
  - (c) Borrow money, endorse any notes or become security for any other person in the name of the Partnership;
  - (d) Contract on behalf of the Partnership otherwise than in the Partnership's name;
  - (e) Order or contract for any goods or article exceeding the value of five hundred dollars (\$500.00);
  - (f) Employ any money or effects belonging to the Partnership, or engage its credit, except on account of the Partnership and for the bona fide purposes of carrying on the Business, or do or suffer anything whereby any such money or effects, or the interest of such partner therein, may be taken in execution or in any wise assigned, charged or encumbered for or in respect of his private debts; or
  - (g) Make, draw, accept, sign, or endorse any bill of exchange, draft, promissory note, or contract any debt on account or in the name of the Partnership, or in any manner pledge the credit of the Partnership, except in the usual and regular course of business.
7. **Termination of Partnership.** Upon the termination of the Partnership the assets of the Partnership shall be realized and applied first in payment of the debts and liabilities of the Partnership and any surplus shall be divided equally between the partners.
8. **General.** If at any time during the term of this Agreement the partners shall deem it necessary or expedient to make any alteration in any article, clause, matter or thing herein contained they may do so by a writing signed by them and endorsed on these articles, and all such alterations shall be adhered to and have the same force and effect as if they had been originally embodied in and formed part of this Agreement. This Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators and assigns of each of the parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. The headings of the paragraphs hereof are inserted for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date first above written.

AJH  
WJR  
MTB

William J Russell

Witness

Andrew J Halligan

Witness

Andrew J Halligan

Witness

Andrew J Halligan

Andrew J Halligan

William J Russell

William J Russell

Neal T Blair

Neal T Blair