

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION



20180103000002430 1/13 \$159.00
Shelby Cnty Judge of Probate, AL
01/03/2018 12:38:43 PM FILED/CERT

PURPOSE: In order to form a limited liability company (LLC) under Section 10A-5A-2.01 of the Code of Alabama 1975 this Certificate Of Formation and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county where the entity's initial registered office is located. **The information required in this form is required by Title 10A.**

INSTRUCTIONS: Mail one (1) signed original and two (2) copies of this completed form and the appropriate filing fees to the Office of the Judge of Probate in the county where the limited liability company's (LLC) registered office is/will be located. Contact the Judge of Probate's Office to determine the county filing fees. **Make a separate check or money order payable to the Secretary of State for the state filing fee of \$100.00** for standard filing (based on date of receipt and volume) **or \$200.00 for expedited service** (processed within twenty four (24) hours after date of receipt from the County Probate Office) and the Judge of Probate's Office will transmit the fee along with a certified copy of the Certificate to the Office of the Secretary of State within 10 days after the Certificate is filed. Your notification of filing was provided by the Probate Judge's Office via a stamped copy which is evidence of existence (if it is certified by the Probate Office) according to 10A-1-4.04(c) and the Secretary of State's Office does not send out a copy. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment. Your entity will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored.

(For County Probate Office Use Only)

The information completing this form must be typed (for your convenience the information is fill-able on this computer form on the website above).

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with Code of Alabama, Title 10A-1-5.06. You may use Professional or Series before Limited Liability Company if they apply or you may use those abbreviations):

DONALD M. ROMANO, LLC

2. A copy of the Name Reservation certificate from the Office of the Secretary of State must be attached and the name reserved must agree with item 1 above [proves name reservation under 10A-1-4.02(f)].

This form was prepared by: (type name and full address)

Laura S. Gibson
White Arnold & Dowd, P.C.
2025 Third Ave. North, Suite 500
Birmingham, Alabama 35203

(For SOS Office Use Only)

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

3. The name of the Registered Agent located at the Registered Office (only one agent):

Donald M. Romano

Street (**No PO Boxes**) address of Registered Office (must be located in Alabama):

2006 Old Montgomery Highway, Hoover, Alabama 35244

Mailing address in Alabama of Registered Office (if different from street address):

4. The undersigned certify that there is at least one member of the limited liability company.

5. Check **only** if the type applies to the Limited Liability Company being formed:

☐

Series LLC complying with Title 10A, Chapter 5A, Article 11

☒

Professional LLC complying with Title 10A, Chapter 5A, Article 8

☐

Non-Profit LLC complying with 10A-5A-1.04(c)



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6. The filing of the limited liability company is effective immediately on the date filed by the Judge of Probate or at the delayed filing date (cannot be prior to the filing date) specified in this filing. 10A-1-4.12

The undersigned specify ____ / ____ / ____ as the effective date (must be on or after the date filed in the office of the county Judge of Probate, but no later than the 90th day after the date this instrument was signed) and the time of filing to be ____ : ____ ☐ AM or ☐ PM. (cannot be noon or midnight – 12:00)

☐ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

12 / 29 / 2017
Date (MM/DD/YYYY)

Donald M. Romano
Signature as required by 10A-5A-2.04

Donald M. Romano, Member
Typed Name of Above Signature

Laura S. Gibson
Typed Title (Organizer or Attorney-in-fact)

Additional Organizers/Attorney-in-facts may sign (add additional sheets if necessary).

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

**I, John H. Merrill, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

DONALD M. ROMANO, LLC

This name reservation is for the exclusive use of Donald M. Romano, 2006 Old
Montgomery Highway, Birmingham, AL 35244 for a period of one year beginning
April 06, 2017 and expiring April 06, 2018



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RES755402

**In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State, at the
Capitol, in the city of Montgomery, on this day.**

April 06, 2017

Date

John H. Merrill

Secretary of State

Pursuant to the Alabama Limited Liability Company Law of 2014
§10A-5A, Article 8 of the Code of Alabama, 1975

LIMITED LIABILITY COMPANY AGREEMENT

OF


DONALD M. ROMANO, LLC

An Alabama Limited Liability Company

A Single Member-Managed Limited Liability Company

ARTICLE I

Company Formation


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FORMATION OF LIMITED LIABILITY COMPANY

1.1 FORMATION. The Member hereby does form a Limited Liability Company (“Company”) subject to the provisions of the Limited Liability Company Law of 2014 as currently in effect as of this date. The Certificate of Formation shall be filed with the Alabama Secretary of State.

1.2 NAME. The name of the Company shall be: **DONALD M. ROMANO, LLC.**

1.3 REGISTERED AGENT. The name and location of the Registered Agent of the Company shall be:

Donald M. Romano
2006 Old Montgomery Highway
Hoover, AL 35244

1.4 TERM. The Company shall continue for a perpetual period unless,

- (a) The Member votes for dissolution; or
- (b) Any event which makes it unlawful for the business of the Company to be carried on by the Member; or


(c) Any other event causing dissolution of this Limited Liability Company under the laws of the State of Alabama.

1.5 CONTINUANCE OF THE COMPANY. Notwithstanding the provisions of ARTICLE 1.4, in the event of an occurrence described in ARTICLE 1.4(c), if there is at least one remaining Member, said remaining Member shall have the right to continue the business of the Company. Such right can be exercised by the written vote of the remaining Member within ninety (90) days after the occurrence of an event described in ARTICLE 1.4(c). If not so exercised, the right of the Member to continue the business of the Company may expire if that member desires.

1.6 BUSINESS PURPOSE. The purpose for which the Company is organized is to perform any and all services related to Dental care, including, but not limited to, preventive, restorative and cosmetic Dentistry. Furthermore, the Company is organized to transact any or all lawful business for which limited liability companies may be organized under the Alabama Limited Liability Act.

1.6 PRINCIPAL PLACE OF BUSINESS. The location of the principal place of business of the LLC shall be:

2006 Old Montgomery Highway
Hoover, Alabama 35244


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1.7 MEMBER. The name of the Member is Donald M. Romano

ARTICLE II

Capital Contributions

2.1 INITIAL CONTRIBUTIONS. The Member initially shall contribute to the Company capital as described in Exhibit 2 attached to this Agreement.

2.2 ADDITIONAL CONTRIBUTIONS. Except as provided in ARTICLE 6.2, no Member shall be obligated to make any additional contribution(s) to the Company's capital.

ARTICLE III

Profits, Losses and Distributions

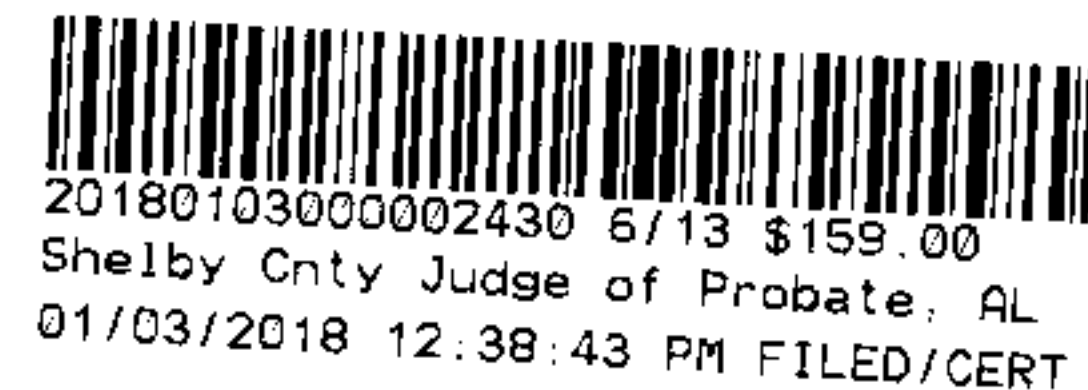
3.1 PROFITS/LOSSES. For financial accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Member in proportion to the Member's relative capital interest in the Company as set forth in Exhibit 2 as amended from time to time in accordance with Treasury Regulation 1.704-1.

3.2 DISTRIBUTIONS. The Member shall determine and distribute available funds annually or at more frequent intervals as the Member sees fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Member.

3.3 C CORPORATION ELECTION. The Member may elect to be treated as a C corporation at any time to keep the profits of the LLC at the company level and not be forced to distribute profits to the Member.

ARTICLE IV

Management



4.1 MANAGEMENT OF THE BUSINESS. The management of the business is invested in the Member. The Member has elected to manage the LLC as follows: The management of the LLC shall be vested in the Member without an appointed manager.

4.2 MEMBER. The liability of the Member shall be limited as provided pursuant to applicable law. The Member is in control, management, direction, and operation of the Company's affairs

and shall have powers to bind the Company with any legally binding agreement, including setting up and operating a LLC bank account.

4.3 POWERS OF THE MEMBER. The Member is authorized on the Company's behalf to make all decisions in accordance with ARTICLE 4.2 at to (a) the sale, development lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any the Company's claims or debts; and (g) the employment of persons, firms or corporations for the operation and management of the company's business. In the exercise of its management powers, the Member is authorized to execute and deliver (a) all contracts, conveyances, assignment leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's obligations; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any kind relating to the Company's affairs, whether like or unlike the foregoing.

4.4 ABILITY TO AMEND. The power to adopt, alter, or repeal the regulations of the Company is vested entirely in its Member, Donald M. Romano.

4.5 EXCULPATION. Any act or omission of the Member, the effect of which may cause or result in loss or damage to the Company or the Member, if done in good faith to promote the best interest of the Company, shall not subject the Member to any liability to the Member.

4.6 INDEMNIFICATION. The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or

proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Member acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal proceeding, has no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of “nolo Contendere, or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was lawful.

4.7 RECORDS. The Member shall cause the company to keep at its principal place of business or other location the following:

- (a) A copy of the Certificate of Formation and all amendments;
- (b) Copies of the Company’s federal, state and local income tax returns and reports, if any, for the three most recent years;
- (c) Copies of any financial statements of the limited liability company for the three most recent years.

ARTICLE V

Compensation

5.1 MEMBER MANAGEMENT FEE. Any Member rendering services to the Company shall be entitled to compensation commensurate with the value of such services.

5.2 REIMBURSEMENT. The Company shall reimburse the Member for all direct out-of-pocket expenses incurred by the Member in managing the Company.

ARTICLE VI

Bookkeeping

6.1 BOOKS. The Member shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business or other agreed location. Such books shall be kept on such method of accounting as the Member shall select. The company's accounting period shall be the calendar year.

6.2 MEMBER'S ACCOUNTS. The Member shall maintain a separate capital and distribution account for the member. The member's capital account shall be determined and maintained in the manner set forth in Treasury Regulation 1.7904-1(b)(2)(iv) and shall consist of his initial capital contribution increased by:

- (a) Any additional capital contribution made by him;
 - (b) Credit balances transferred from his distribution account to his capital account;
- and decreased by:
- (a). Distributions to him in reduction of the Company's capital;
 - (b). The Member's share of Company losses if charged to his capital account.


ARTICLE VII

Dissolution

8.1 DISSOLUTION. The Member may dissolve the LLC at any time. Upon dissolution the LLC must pay its debts first before distributing cash, assets, and/or capital to the Member. The dissolution may only be ordered by the Member, not an owner of the Member's interests.

IN WITNESS WHEREOF, for the purpose of forming this limited liability company in accordance with the Alabama Limited Liability Company Law of 2014, the undersigned executed


this Operating Agreement on this the 29th day of December, 2017, in Jefferson County, Alabama.


DONALD M. ROMANO

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, Sallie V. Cox, a Notary Public, in and for said County in said State, hereby certify that **Donald M. Romano**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 29th day of December, 2017.


Notary Public, Jefferson County, Alabama
My Commission Expires: 8-10-2020

THIS DOCUMENT WAS PREPARED BY:

Laura S. Gibson
White Arnold & Dowd P.C.
2025 Third Avenue North, Suite 500
Birmingham, Alabama 35203



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CERTIFICATE OF FORMATION

This Limited Liability Company Agreement is entered into and shall become effective as of the Effective Date by and among the Company and the person executing this Agreement as Member. It is the Member's express intention to create a limited liability company in accordance with applicable law, as currently written or subsequently amended or redrafted.

The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by each member, the agreement consisting of _____ pages, constitutes, together with Exhibit 1, Exhibit 2 and Exhibit 3 (if any), the Limited Liability Company Agreement of Donald M. Romano, LLC, adopted by the Member as of _____, 2017.

Member:


Signature

Printed Name: Donald M. Romano



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EXHIBIT 1

LISTING OF MEMBERS

As of the 29th day of December, 2017, the following is a list of

Members of the Company:

Name: Donald M. Romano

Address: 2006 - Old Montgomery Hwy.
Hoover, AL 35244



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EXHIBIT 2

CAPITAL CONTRIBUTIONS

Pursuant to ARTICLE 2, THE Member's initial contribution to the Company capital is stated to be \$ 1.00.

Signed and agreed this 29th day of December, 2017.

Harold Roman
Member


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