

DATE: August 8, 2024

RE: 1505 Johnson Street (permit application # T2024-0252)

FROM: Amy Dismukes

An application was received requesting the removal of **(3) Gumbo limbo tree due to structural damage**. A site inspection was done and documented the following **TREE SPECIES: *Bursea simaruba***





A closer view of the trees (three gumbo limbos) being requested for removal. The trees are causing damage to the cement fence and are dangerously close to the electric lines.



There are 2 gumbo limbo trees growing very close together, pushing on the cement wall in between two residences. The root system is under the wall, lifting the base.



The third gumbo limbo tree is growing behind the electric pole, pushing into the cement block wall and has busted the corner open.



Two of the trees have a considerable amount of rot around the base where they join root systems.

RECOMMENDATIONS by Urban Forestry Manager: the trees appear to be volunteers, based on their location, and are causing damage to the boundary wall between two properties. Removal is recommended in order to prevent further damage.



Diameter: (1) 17.6" (3 trunks), (2) 18.8" and (3) 8.3"

Location: 40% (trees are located in the back left corner of the backyard and are not visible from the street; tree roots are damaging the cement wall between properties)

Species: 100% (on protected tree list)

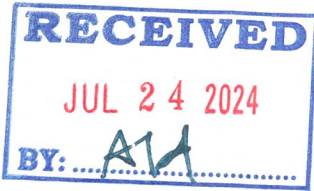
Condition: 80% (trees are in decent condition but in the wrong place, which will eventually damage the trees themselves)

Total Average Value = 73%

Value x Diameter = 12.8" + 13.7" + 6.1"

32.6 TOTAL replacement caliper inches

Application



T2024-0252

Tree Permit Application

Please Clearly Print All Information unless indicated otherwise. Date: 7-24-2024

Tree Address 1505 JOHNSON STREET
 Cross/Corner Street LEON ST
 List Tree Name(s) and Quantity 3 GUMBO LIMBO TREES

EMAIL INFO

Reason(s) for Application:

- Remove Tree Health Safety Other/Explain below
- Transplant New Location Same Property Other/Explain below
- Heavy Maintenance Trim Branch Removal Crown Cleaning/Thinning Crown Reduction

Additional Information and Explanation

TREE IS IN BACK LEFT SIDE AGAINST BLOCK WALL AND IS UP ROOTING CAUSING CONCRETE BLOCK TO CRACK AND PUSHING FURTHER AWAY

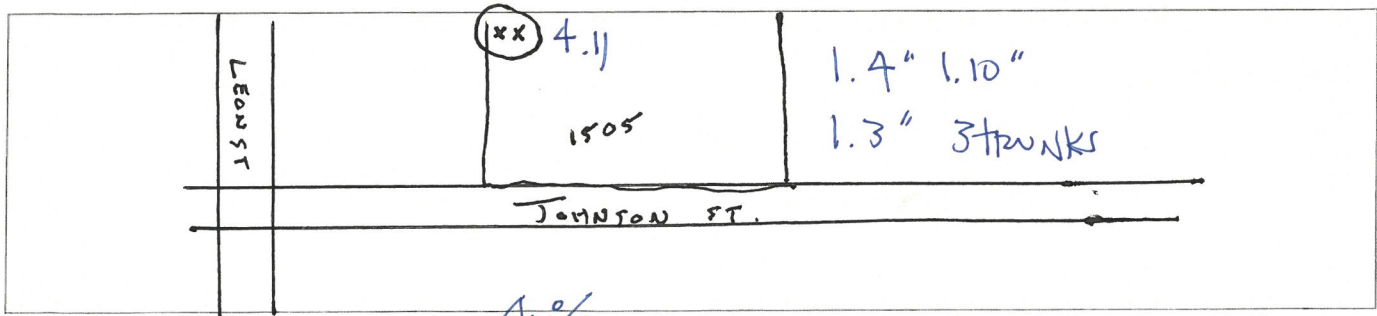
Property Owner Name NICK GEISLER
 Property Owner email Address NICK.GEISLER6199@GMAIL.COM
 Property Owner Mailing Address 1779 ABBEVILLE ROAD, VALLEY CITY, OH 44280
 Property Owner Phone Number 330-304-6199
 Property Owner Signature [Signature]

*Representative Name DOT PALM
 Representative email Address DOT PALM @ COM CAST. NET
 Representative Mailing Address PO Box 501359 MARATHON, FL 33050
 Representative Phone Number 305-743-3090

*NOTE: A Tree Representation Authorization form must accompany this application if someone other than the owner will be representing the owner at a Tree Commission meeting or picking up an issued Tree Permit.

As of August 1, 2022, application fees are required. See back of application for fee amounts.

Sketch location of tree (aerial view) including cross/corner street. Please identify tree(s) on the property regarding this application with colored tape or ribbon.



46%
100%

\$50 x 2
 20
 \$120 = \$100 MAX



Tree Representation Authorization

Attendance at the Tree Commission meeting on the date when your request will be discussed is necessary in order to expedite the resolution of your application. This Tree Representation Authorization form must accompany the application if the property owner is unable to attend or will have someone else pick up the Tree Permit once issued.

Please Clearly Print All Information unless indicated otherwise.

Date 7-24-2024

Tree Address 1505 JOHNSON ST

Property Owner Name NICK GEISLER

Property Owner Mailing Address 1779 ABBEYVILLE RD

Property Owner Mailing City, State, Zip VALLEY CITY, OH 44280

Property Owner Phone Number 330-304-6199

Property Owner email Address NICK.GEISLER6199@GMAIL.COM

Property Owner Signature [Signature]

Representative Name DOT PALM

Representative Mailing Address PO BOX 501359

Representative Mailing City, State, Zip MARATHON, FL 33050

Representative Phone Number 305-743-3090

Representative email Address DOT PALM@COMCAST.NET

I, NICK GEISLER hereby authorize the above listed agent(s) to represent me in the matter of obtaining a Tree Permit from the City of Key West for my property at the tree address above listed. You may contact me at the telephone listed above if there are any questions or need access to my property.

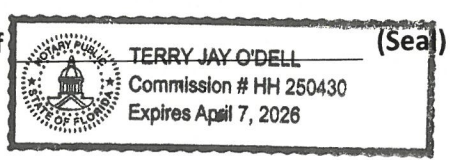
Property Owner Signature [Signature]

The forgoing instrument was acknowledged before me on this 24 day July 2024.

By (Print name of Affiant) Nick Geisler who is personally known to me or has produced as identification and who did take an oath.

Notary Public
Sign name: Terry O'Dell
Print name: Terry O'Dell

My Commission expires: April 7, 2026 Notary Public-State of



This Instrument Prepared by and Return to:

Debbie Condella
THE CLOSING DEPARTMENT INC
3432 Duck Avenue
Key West, Florida 33040

Property Appraisers Parcel Identification (Folio) Numbers: **00062060-000000**
Florida Documentary Stamps in the amount of **\$6,825.00** have been paid hereon.

SPACE ABOVE THIS LINE FOR RECORDING DATA

PERSONAL REPRESENTATIVE'S DEED

THIS INDENTURE made this 24th day of **July, 2024** between **Athena Borders Skellion a/k/a Athena Skellion Borders and Joanna Borders Hoffman a/k/a Joanna Hoffman Borders** as Co-Personal Representatives of the Estate of **Nidia Fuentes Borders**, deceased, of c/o 1104 Ponce De Leon Blvd., Coral Gables, FL 33134 party of the first part, and **Geisler Conwill Investments LLC, an Ohio Limited Liability Company**, of 1779 Abbeyville Road, Valley City, OH 44280.

WITNESSETH

WHEREAS, the said **Nidia Fuentes Borders** departed this life in **Key West, Florida** on **April 30, 2020**, leaving a Last Will and Testament wherein the party of the first part was named Personal Representative therein and

WHEREAS, said Last Will and Testament has been fully admitted to Probate and Letters Testamentary were duly issued on **June 13, 2023** by the Circuit Judge of Monroe County, Florida and

WHEREAS, the said **Athena Borders Skellion a/k/a Athena Skellion Borders and Joanna Borders Hoffman a/k/a Joanna Hoffman Borders** are the duly qualified Co-Personal Representatives of the Estate of **Nidia Fuentes Borders**, deceased and under the terms and provisions of said Last Will and Testament the said **Athena Borders Skellion a/k/a Athena Skellion Borders and Joanna Borders Hoffman a/k/a Joanna Hoffman Borders** are duly empowered to sell and dispose of the real estate belonging to the deceased at the time of her death.

NOW THEREFORE, the said party of the first part, by virtue of the power and authority to him/her given in and by the terms and provisions of the said Last Will and Testament of **Nidia Fuentes Borders** and in consideration of the sum of Ten Dollars and other valuable consideration, does hereby grant, bargain, sell and convey unto the party of the second part and their assigns and heirs forever all that certain parcel of land lying and being in the County of Monroe and State of Florida, more particularly described as follows:

See attached Legal Description attached to and made a part hereof.

SUBJECT TO: Conditions, restrictions, reservations, limitations, easements and dedications and taxes for this tax year and subsequent year.

TO HAVE AND TO HOLD the same together with all the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all the estate, right, title, interest, claim and demand whatsoever, which the said decedent had at the time of his/her death to the party of the second part, their heirs and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his/her hand and seal on the day and year first above written.

Cindel Allen
Witness #1

Cindel Allen
Printed Witness Name

412 S. Jefferson Ave
Cookeville, TN 38501

Address:

Courtney Floyd
Witness #2

Courtney Floyd
Printed Witness Name

412 S Jefferson Ave
Cookeville TN 38501

Address:

State of TN

County of Putnam

PERSONALLY APPEARED before me by physical presence, the undersigned authority duly authorized to take acknowledgements, Athena Borders Skellion a/k/a Athena Skellion Borders, Co-Personal Representative of the Estate of Nidia Fuentes Borders, deceased, who acknowledged that he/she executed the foregoing Personal Representative's Deed for the purposes therein expressed.

The foregoing instrument was acknowledged before me this 18th day of July, 2024, by Athena Borders Skellion who is personally known to me or has produced Drivers License as identification.

AN
Athena Borders Skellion a/k/a Athena Skellion Borders,
Co-Personal Representative

Cindel Allen Exp. 11/28/29
Notary Public
Cindel Allen
Printed Notary Name



IN WITNESS WHEREOF, the said party of the first part has hereunto set his/her hand and seal on the day and year first above written.

Lisa Swickle
Witness #1
Lisa Swickle

Printed Witness Name

1410 NW 104 Ave
Plantation FL 33322

Address:

Joanna Borders Hoffman
Joanna Borders Hoffman a/k/a Joanna
Hoffman Borders,
Co-Personal Representative

Dianne Keith
Witness #2

Dianne Keith
Printed Witness Name

1101 Mango Isle
Lalandale FL 33315

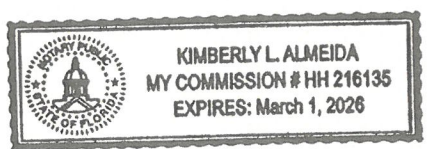
Address:

State of Florida

County of Broward

PERSONALLY APPEARED before me by physical presence, the undersigned authority duly authorized to take acknowledgements, Joanna Borders Hoffman a/k/a Joanna Hoffman Borders, Co-Personal Representative of the Estate of Nidia Fuentes Borders, deceased, who acknowledged that he/she executed the foregoing Personal Representative's Deed for the purposes therein expressed.

The foregoing instrument was acknowledged before me this 19th day of July, 2024, by Joanna Borders Hoffman who is personally known to me or has produced _____ as identification.



Kimberly L. Almeida
Notary Public

Kimberly L. Almeida
Printed Notary Name

Legal Description:

In the County of Monroe, State of Florida, on the Island of Key West, and known on William A. Whitehead's map of said Island, delineated in February, A.D., 1829, as a part of Tract 29, but more particularly described by metes and bounds as follows:

Commencing at a point on the Southeasterly side of Flagler Avenue 1197 feet distant Northeasterly from the intersection of the Southeasterly side of Flagler Avenue and the Northeasterly side of the original property line of White Street, thence in a Southeasterly direction along a deflected angle of 90 degrees and 3 minutes to the right, a distance of 176 feet; thence in a Northeasterly direction along a deflected angle of 90 degrees and 3 minutes to the left, a distance of 60 feet and establish a Point of Beginning on Johnson Street; thence run in a Northwesterly direction along a deflected angle of 89 degrees and 57 minutes to the left, a distance of 88 feet; thence in a Northeasterly direction along a deflected angle of 89 degrees and 57 minutes to the right, a distance of 60 feet; thence in a Southeasterly direction along a deflected angle of 90 degrees and 3 minutes to the right, a distance of 88 feet; thence in a Southwesterly direction along a deflected angle 89 degrees and 57 minutes to the right, a distance of 60 feet back to the Point of Beginning.

**AMENDED AND RESTATED OPERATING AGREEMENT OF
GEISLER CONWILL INVESTMENTS LLC**

This Amended and Restated Operating Agreement (“Agreement”) is made and entered into as of May 24, 2024 by and between HTGT Enterprises LLC (the “Conwill Member”), Nicholas Geisler, Trustee of the Nicholas G. Geisler Living Trust (the “Nick Geisler Member”), and Gregory Geisler, Trustee of the Gregory L. Geisler and Rose A. Geisler Living Trust (the “Greg Geisler Member”). The Nick Geisler Member, the Greg Geisler Member and the Conwill Member are each individually referred to herein as a “Member” and collectively as the “Members”.

1. **Formation.** Geisler Conwill Investments LLC, an Ohio limited liability company (the “Company”), was formed effective as of April 4, 2024, by filing Articles of Organization with the Secretary of State of Ohio pursuant to Chapter 1706 of the Ohio Revised Code and any successor statute thereto (each as may be modified, amended, or replaced from time to time, the “Act”). The original members of the Company entered into that certain Operating Agreement of the Company dated April 8, 2024 (the “Original Agreement”). The undersigned, being all the Members of the Company, desire to amend and restate the Original Agreement in its entirety as set forth herein.

2. **Character of the Business.** The Company has been organized to acquire, own, develop, improve, maintain, repair, rent, manage, lease, sell, convey and/or otherwise deal with real and personal property. In addition, the Company may engage in any other lawful activity permissible for a limited liability company under Ohio law.

3. **Location of Principal Office and Records of the Company.** The principal office of the Company shall be located at 8525 Richman Road, Lodi, OH 44254. The Company shall maintain, at its principal office, all records pertaining to the Company as required by the Act.

4. **Agent for Service of Process.** Corporate Creations Network Inc., whose address is 119 E. Court Street, Cincinnati, Ohio 45202, shall serve as the Company’s agent for service of process.

5. **Name and Address of Each Member.** The name of each of the Members of the Company is set forth on Exhibit A attached hereto and made a part hereof. The address of each of the Members of the Company is as set forth on Exhibit A.

6. **Term.** The Company shall commence on the date that the Articles of Organization of the Company are filed with the Secretary of State of Ohio and shall continue perpetually, unless earlier dissolved or terminated by the Members or pursuant to the Act.

7. **Capital Contributions and Percentage Interests of Each Member.** The initial capital contribution of each of the Members shall be as set forth on Exhibit A. Except as provided in this Agreement to the contrary, no Member shall be required to make any additional capital contributions or loans to the Company and no interest shall be paid on the capital contributions of

any Member. The percentage interest ("Percentage Interest") of each Member in the net profits, net losses and distributions of the Company is set forth on Exhibit A.

8. Return of Capital Contributions and Distributions of Cash Flow. No time is specified for the return of the capital contributions of the Members to the Company. No Member has any right to demand or receive property other than cash in return for its capital contribution. Cash flow of the Company shall be distributed among the Members in proportion to their Percentage Interests at such time or times as the Managers shall determine; provided, however, that upon a liquidation of the Company (including a liquidation within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g)), distributions between the Members shall be made based on their respective positive capital account balances (after taking into account any adjustments for the year of liquidation).

9. Capital Accounts. A capital account shall be established and maintained for each Member in accordance with Section 704 of the Internal Revenue Code of 1986, as amended, and the treasury regulations promulgated thereunder.

10. Net Profits and Net Losses. The "Net Profits," "Net Losses" and tax items of the Company shall be allocated among the Members in proportion to their Percentage Interests. For purposes of this Paragraph 10, the terms "Net Profits" and "Net Losses" shall have the meanings ascribed to them in Exhibit B attached hereto and made a part hereof.

11. Management. The business and affairs of the Company shall be managed by its designated managers (collectively, "Managers"). The Company shall have two (2) Managers, which shall be designated as follows: the Nick Geisler Member shall designate one (1) Manager and the Conwill Member shall designate one (1) Manager. The Managers shall initially be Nicholas Geisler for the Nick Geisler Member and David Conwill for the Conwill Member. Subject to the limitations imposed by the Act and this Agreement, the Managers, upon the written approval of both Managers shall manage and control and make all decisions affecting the business and assets of the Company. Each Manager is authorized to execute any and all documents, including, without limitation, purchase agreements, in the name of and on behalf of the Company to bind the Company in such matters as the unanimous vote of the Managers determines to be appropriate.

12. Assignment of Interests.

A. Except as set forth in this Paragraph 12, no Member may assign its interest in the Company without the written consent of the other Members, which consent may be withheld by the other Members in their sole and unreviewable discretion, with or without cause. Any purported transfer in violation of this Paragraph 12 shall be null and void; provided, however, that if the Company is required to recognize the transfer, the interest transferred will be strictly limited to the transferor's rights to allocations and distributions as provided by this Agreement with respect to the transferred interest.

B. A Member who is a natural person may (i) during such Member's life, transfer all or any portion of such Member's Percentage Interest by gift, sale or otherwise, to one or more

members of such Member's family, to a trust substantially for the benefit of such Member and/or for the benefit of one or more members of such Member's family, to one or more beneficiaries of any trust that is or was a Member, to a corporation of which such Member and/or such Member's family and/or family trust are the majority shareholders, to a partnership or limited liability company in which such Member and/or such Member's family holds the controlling interest or (ii) upon the death of such Member, transfer all or any portion of such Member's Percentage Interest by will or intestacy to one or more members of the deceased Member's family or to a trust substantially for the benefit of one or more members of the deceased Member's family.

- C. A Member that is a partnership, corporation, limited liability company, trust or similar entity (each, an "Entity Member"), may transfer or assign all or any portion of such Entity Member's Percentage Interest to (1) one or more partners, shareholders, members, beneficiaries or similar owners of or investors in such Entity Member (each, an "Entity Member Owner"), (2) a trust substantially for the benefit of (i) one or more Entity Member Owners or (ii) one or more members of the family of an Entity Member Owner, (3) a related or affiliated entity of an Entity Member, provided that at least one Entity Member Owner as of the date hereof owns and/or controls at least fifty percent (50%) of the ownership interest in such related or affiliated entity or (4) another entity, provided that all of the Entity Member Owners of such Entity Member as of the date hereof are the only members of such entity.
- D. As used in this Agreement, "family" shall mean and include only the spouse, issue (whether natural or adopted), sibling or parent of a Member. Notwithstanding any provision of this Paragraph 12 to the contrary, no transfer shall be permitted under this Paragraph 12 to or for the benefit of a separated or divorced spouse by agreement, court order or otherwise. Any transfer or disposition of Percentage Interests made pursuant to this Paragraph shall be made only in such manner as to provide control of such Percentage Interests by a competent legal entity or adult, and so as not to vest control of any Percentage Interests in any minor or other legally incompetent person.
- E. A Member may transfer or assign all or any portion of such Member's Percentage Interest to any Member of the Company or an affiliate of any such Member.

13. Admission of Additional Members. The Members have the right to admit additional Members upon unanimous written consent of the existing Members.

14. Withdrawal, Insolvency or Adjudication of Bankruptcy of a Member. The business of the Company shall continue on the withdrawal, death, insolvency or adjudication of bankruptcy of a Member unless the remaining Members agree otherwise at the time of such event.

15. Amendments. An amendment to this Agreement shall require the unanimous approval of all Members.

16. Liability of Members and Managers. Neither the Members nor the Managers shall have any liability for the obligations or liabilities of the Company except to the extent provided in the Act.

17. Exculpation of Managers. The Managers shall not be liable to the Company for any breach of duty in such capacity, unless otherwise provided by the Act.

18. Reliance on the Acts of a Manager. No financial institution or any other person, firm or corporation dealing with any Manager shall be required to ascertain whether such Manager is acting in accordance with this Agreement or is authorized to act on behalf of the Company, but such financial institution or other person, firm or corporation shall be protected in relying solely upon (a) the assurance by such Manager that such Manager is authorized to act on behalf of the Company and/or (b) the execution of any instruments or documents on behalf of the Company by any such Manager.

19. Impasse by Managers.

A. If there are only two Managers and the Managers have an irreconcilable disagreement regarding any decision or action of the Company (an "Impasse"), the Managers will use good-faith efforts and take all reasonable measures to resolve the same, which shall include a "cooling off" period of at least thirty (30) days that commences the day following delivery of written notice by either Manager to the other Manager indicating the initiation of such period ("Cooling Off Period"). If such efforts are unsuccessful, either the Conwill Member or the Nick Geisler Member may invoke the following procedure upon expiration of the Cooling Off Period:

(a) In such case, the Member invoking the procedure pursuant to this Paragraph (the "Offeror") will deliver to the other Member (the "Offeree") a written notice (the "Offer") that describes in reasonable detail the basis of such Impasse and will offer, (i) to sell to the Offeree (or their permitted assigns), such Offeror's Percentage Interests for the FMV Price (as defined below) and upon such other reasonable terms as may be set forth in such Offer, or (ii) to purchase the entire Percentage Interest owned by Offeree at a price equal to the FMV Price and upon such other reasonable terms as may be set forth in such Offer. If an Impasse occurs and either the Conwill Member or the Nick Geisler Member invoke the procedure pursuant to this Paragraph, then the Conwill Member shall have the right to require the Greg Geisler Member to participate in a purchase or sale of Percentage Interests pursuant to this Paragraph 19, including without limitation, the right to require the Greg Geisler Member to sell its entire Percentage Interests to the Conwill Member pursuant to the terms and conditions of this Paragraph 19.

(b) Within sixty (60) days after determination of the FMV Price in accordance with Paragraph 19.B below, the Offeree shall by written notice to the Offeror ("Election Notice") either: (i) accept the Offer to purchase the Percentage Interests owned by the Offeror for the FMV Price or (ii) otherwise agree to sell its Percentage Interests to the Offeror for the amount determined for the FMV Price. The Election Notice shall state the time and place of closing of the purchase, which shall be not more than ninety (90) days after the date of the Election Notice, and the transfer of Percentage Interests and payment of the purchase price will take place at such closing. If the Offeree does not send an Election Notice within sixty (60) days after receipt of the Offer, the Offeree will be deemed to have accepted the Offer of the Offeror to purchase the Offeree's entire Percentage

Interests, and the closing of the purchase will occur at the Company's principal place of business or other mutually agreeable location on the date that is one hundred fifty (150) days after the date of the Offer, and the transfer of Percentage Interests and payment of the purchase price will take place at such closing. If a Member defaults in its obligations under this Paragraph to close on the purchase and sale of Percentage Interests and such failure continues for a period of three (3) days after written notice to such defaulting Member, the non-defaulting Member will have the option to either (i) pursue all legal and equitable remedies arising out of such default, including, without limitation, seeking specific performance, or (ii) elect to cancel the purchase and sale transaction required pursuant to this Paragraph, and if the defaulting Member has the right to designate a Manager under this Agreement, then the Impasse that triggered this Paragraph will be conclusively decided in favor of the Manager designated by the non-defaulting Member.

B. The purchase price of the Offeree's and Offeror's Percentage Interests ("FMV Price") for purposes of Paragraph 19.A above shall be determined in accordance with the following:

(a) Offeror and Offeree will each appoint a generally recognized real estate brokerage firm in the Key West, Florida area, and Offeror and Offeree will jointly agree upon and appoint a third generally recognized real estate brokerage firm in the Key West, Florida area, who will each independently determine the "fair market value" of the Company taking into consideration all of the assets of the Company and the value of those assets. If either Offeror or Offeree fails to deliver its designated appraiser's report to the other within 60 days after Offeror delivers the Offer to Offeree, the non-delivering party has waived its rights to appoint an appraiser. If Offeror and Offeree fail to agree on the third appraiser, then the President of the Key West area Board of Realtors (or a replacement organization) will appoint the third appraiser. The "fair market value" means the value or selling price which would be arrived at between a willing buyer and willing seller with neither being under compulsion to buy or sell taking into account the instructions in this Paragraph 19.

(b) The FMV Price of the Offeree's Percentage Interests and the Offeror's Percentage Interests will be the respective Member's proportionate portion of the Company's fair market value based on percentage of total Percentage Interests of the Company owned by such Member. The appraisers will not apply any premium for control of, nor discount for partial, minority or less than one hundred percent (100%) interests in the Company in valuing the Percentage Interests.

(c) If there are two appraisals, the appraisals will be added together and then divided by two to obtain the fair market value of the Company. If there are three appraisals, the third appraisal will be added to the previous two appraisals and the total of the three appraisals will be divided by three to obtain the fair market value of the Company.

(d) All appraisal costs will be paid equally by the Offeror and Offeree.

20. Payment of Expenses. Each Member shall be responsible for their share, based on the Percentage Interest of such Member, of any expenses of any kind or nature relating to the Company.

21. Officers. The Managers may from time to time appoint officers of the Company and delegate to such officers such authority and duties as the Managers may deem advisable. The Managers may assign titles (including, without limitation, Chairman, Chief Executive Officer, President, Vice President, Chief Financial Officer, Secretary, Executive Vice President, and Director) to any such officer as the Managers shall determine from time to time. Any individual may hold any number of offices. The officers shall serve at the pleasure of the Managers and any officer may be removed by the Managers at any time. Any officer may resign at any time by written notice to the Company. The officers shall exercise such powers and perform such duties as specified in this Agreement or as determined from time to time by the Managers. The officers may, with the consent and approval of the Managers, execute and deliver documents or take other actions on behalf of the Company, in any event binding upon the Company. Each officer shall perform the officer's duties in good faith, in a manner the officer reasonably believes to be in or not opposed to the best interests of Company. Each officer shall be fully protected in relying in good faith upon the records of the Company and upon information, opinions, reports, or statements presented by any Manager, Member or agent of the Company, or by any other person as to matters the officer reasonably believes are within that other person's professional or expert competence.

[signature page follows]

The undersigned have unanimously executed this Agreement as of the date set forth above.

MEMBERS:

DocuSigned by:

Nicholas Geisler

Nicholas Geisler, Trustee of the Nicholas G. Geisler Living Trust

DocuSigned by:

Gregory Geisler

Gregory Geisler, Trustee of the Gregory L. Geisler and Rose A. Geisler Living Trust

HTGT Enterprises LLC,
an Ohio limited liability company

DocuSigned by:

By: *David Conwill*

David Conwill, Manager

MANAGERS:

DocuSigned by:

Nicholas Geisler

Nicholas Geisler

DocuSigned by:

David Conwill

David Conwill

EXHIBIT A

<u>Members:</u>	<u>Capital Contribution</u>	<u>Percentage Interest</u>
<u>Nick Geisler Member:</u> Nicholas Geisler, Trustee of the Nicholas G. Geisler Living Trust 1779 Abbeyville Road Valley City, Ohio 44280	\$40.00	40%
<u>Greg Geisler Member:</u> Gregory Geisler, Trustee of the Gregory L. Geisler and Rose A. Geisler Living Trust 8182 Chesterton Lane North Royalton, Ohio 44133	\$20.00	20%
<u>Conwill Member:</u> HTGT Enterprises LLC 8525 Richman Road Lodi, OH 44254	\$40.00	40%

EXHIBIT B

**CAPITAL ACCOUNTS; DEFINITIONS; SPECIAL
ALLOCATIONS AND TAX ALLOCATIONS**

[Note: Certain terms in this Exhibit "B" that refer to "Partnership" or "Partner," such as "Partnership Minimum Gain," are terms defined in Treasury Regulations and are applicable to limited liability companies that are taxed as partnerships for federal income tax purposes.]

1.1 A Capital Account shall be maintained for each Member (regardless of the time or manner in which such Member's interest was acquired) in accordance with Section 1.704-1(b)(2)(iv) of the Treasury Regulations ("Regulations"). Each Member's Capital Account shall be:

(a) increased by (i) the amount of money contributed by the Member to the Company, including the amount of any Company liabilities that are assumed by such Member (other than in connection with the distribution of Company property as described in Regulations Section 1.704-1(b)(2)(iv)(b) and (c)), (ii) the fair market value of property contributed by the Member to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under Section 752 of the Internal Revenue Code of 1986, as amended ("Code")), and (iii) allocations to the Member of Company Net Profits (or items thereof) under the Agreement;

(b) decreased by (i) the amount of money distributed by the Company to the Member, including the amount of such Member's individual liabilities that are assumed by the Company (other than in connection with contributions of property to the Company as described in Regulations Section 1.704-1(b)(2)(iv)(b) and (c)), (ii) the fair market value of property distributed by the Company to the Member (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under Section 752 of the Code), (iii) allocations to the Member of expenditures of the Company not deductible in computing the Company's taxable income and not properly chargeable to the Capital Account (within the meaning of Section 705(a)(2)(B) of the Code), and (iv) allocations to the Member of Company Net Losses (or items thereof) under the Agreement;

(c) increased by any items in the nature of income or gain which are specially allocated pursuant to Sections 1.5 and 1.6 hereof, and decreased by any items in the nature of expenses or losses which are specially allocated pursuant to Sections 1.5 and 1.6;

(d) if property is to be distributed to a Member in kind, adjusted (prior to such distribution) to reflect the manner in which the unrealized income, gain, loss and deduction inherent in such property (that has not been reflected in the Members' Capital Accounts previously) would be allocated to the Members if there were a taxable disposition of such property for its fair market value (taking Section 7701(g) of the Code into account) as of the date of the distribution; and

(e) except as provided in Regulations Section 1.704-1(b)(2)(iv)(m), computed without regard to any adjustments to the adjusted tax basis of Company property pursuant

to an election under Section 754 of the Code which may be made by the Member.

If there is a transfer of all or a part of an interest in the Company by a Member, the Capital Account of the transferor Member that is attributable to the transferred interest shall carry over to the transferee of such Member as provided in Regulations Section 1.704-1(b)(2)(iv)(l).

In the event of additional capital contributions by new or existing Members, or a Withdrawal of a Member from the Company, the Capital Accounts of the Members shall be revalued in accordance with Regulations Section 1.704-1 (b)(2)(iv)(f). The Members (or any Manager) shall determine the fair market value of the assets of the Company for purposes of Regulations Section 1.704-1 (b)(2)(iv)(f).

1.2 The following terms shall have the following meanings:

(a) The term "Adjusted Capital Account Deficit" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant fiscal year, after giving effect to the following adjustments:

(i) Credit to such Capital Account any amounts which such Member is obligated to restore pursuant to any provision of the Agreement or is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(l) and 1.704-2(i)(5); and

(ii) Debit to such Capital Account the items described in Sections 1.704-1 (b)(2)(ii)(d)(4), 1.704-1 (b)(2)(ii)(d)(5), and 1.704-1 (b)(2)(ii)(d)(6) of the Regulations.

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1 (b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

(b) The term "Agreed Value" means, with respect to all property contributed to or revalued by the Company, the fair market value of such property on the date of such contribution or revaluation as determined by the Members (or the Managers of the Company).

(c) The term "Capital Account Depreciation" shall mean, for each fiscal year or other period, an amount equal to the federal income tax depreciation, amortization, or other cost recovery deduction allowable with respect to any Company asset for such year or other period, except that, if the Agreed Value of any asset as adjusted for any Capital Account Depreciation taken with respect thereto differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Capital Account Depreciation shall be an amount which bears the same ratio to such beginning adjusted Agreed Value as federal income tax depreciation, amortization or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis.

(d) The terms "Net Profits" and "Net Losses" shall mean the taxable income

and loss, respectively, of the Company, as determined for federal income tax purposes, except that

(i) any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing taxable income or loss shall be added to such taxable income or loss, and any related expenses not allowed as a deduction under Section 265 of the Code shall be subtracted from such taxable income or loss;

(ii) items of income, gain, loss and deduction relating to property contributed to the Company or which may be revalued pursuant to Regulations Section 1.704-1(b)(2)(iv)(f) shall be computed as if the basis of the property to the Company at the time of contribution or revaluation was equal to its fair market value at that time, and in lieu of the depreciation, amortization and other cost recovery deductions taken into account with respect to such property, there shall be taken in account Capital Account Depreciation for such period; and

(iii) any items which are specially allocated pursuant to Sections 1.5 and 1.6 hereof shall not be taken into account.

Net Profits and Net Losses shall include, where the context requires, related federal income tax items such as capital gain or loss, tax preferences, investment interest, depreciation, cost recovery, depreciation recapture and cost recovery recapture.

Net Profits or Net Losses (or items thereof) shall be considered to have been earned or accrued ratably over the period of the fiscal year of the Company, except that, if permitted under the applicable provisions of the Code, Net Profits or Net Losses (or items thereof) arising from the disposition of assets shall be taken into account as of the date thereof.

(e) The term "Nonrecourse Deductions" has the meaning set forth in Section 1.704-2(b)(1) of the Regulations. The amount of Nonrecourse Deductions for a Company fiscal year equals the excess, if any, of the net increase, if any, in the amount of Partnership Minimum Gain during that fiscal year over the aggregate amount of any distributions during that fiscal year of proceeds of a Nonrecourse Liability that are allocable to an increase in Partnership Minimum Gain, determined according to the provisions of Sections 1.704-2(c) and (d) of the Regulations.

(f) The term "Nonrecourse Liability" has the meaning set forth in Section 1.704-2(b)(3) of the Regulations.

(g) The term "Partner Nonrecourse Debt Minimum Gain" means an amount, with respect to each Partner Nonrecourse Debt, equal to the Partnership Minimum Gain that would result if such Partner Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section 1.704-2(i)(3) of the Regulations.

(h) The term "Partner Nonrecourse Debt" has the meaning set forth in Section 1.704-2(b)(4) of the Regulations.

(i) The term “Partner Nonrecourse Deductions” has the meaning set forth in Section 1.704-2(i)(1) of the Regulations. The amount of Partner Nonrecourse Deductions with respect to a Partner Nonrecourse Debt for a Company fiscal year equals the excess, if any, of the net increase, if any, in the amount of Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt during that fiscal year over the aggregate amount of any distributions during that fiscal year to the Partner that bears the economic risk of loss for such Partner Nonrecourse Debt to the extent such distributions are from the proceeds of such Partner Nonrecourse Debt and are allocable to an increase in Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Sections 1.704-2(i)(2) and (3) of the Regulations.

(j) The term “Partnership Minimum Gain” has the meaning set forth in Sections 1.704-2(b)(2) of the Regulations.

1.3 Allocation of Net Profits and Net Losses. Except as provided in Section 1.4 hereof, and after giving effect to Sections 1.5 and 1.6 hereof, Net Profits and Net Losses of the Company for a taxable year shall be allocated among the Members in accordance with their Percentage Interests in the Company.

1.4 Limitation on Allocation of Net Losses. Notwithstanding anything to the contrary herein, Net Losses of the Company shall not be allocated to a Member if such allocation would cause such Member to have an Adjusted Capital Account Deficit. Any such allocation of Net Losses shall be reallocated to the other Members in proportion to their positive Capital Account balances in the Company.

1.5 Special Allocations. The following special allocations shall be made in the following order:

(a) Minimum Gain Chargeback. Notwithstanding any other provision of this Section 1.5, and subject to the exceptions set forth in Regulations Section 1.704-2(f)(2), (3), (4) and (5), if there is a net decrease in Partnership Minimum Gain during any Company fiscal year, each Member shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in an amount equal to the portion of such Member’s share of the net decrease in Partnership Minimum Gain, determined in accordance with Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Section 1.704-2(f) of the Regulations. This Section 1.5(a) is intended to comply with the minimum gain chargeback requirement in such Section of the Regulations and shall be interpreted consistently therewith.

(b) Partner Nonrecourse Debt Minimum Gain Chargeback. Notwithstanding any other provision of this Section 1.5, except Section 1.5(a), and subject to the exception in Regulations Section 1.704-2(i)(4), if there is a net decrease in Partner Nonrecourse Debt Minimum Gain attributable to Partner Nonrecourse Debt during any Company fiscal year, each Member who has a share of the Partner Nonrecourse Debt Minimum Gain attributable

to such Partner Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(5), shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in an amount equal to the portion of such Member's share of the net decrease in Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(5). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Section 1.704-2(i)(4) of the Regulations. This Section 1.5(b) is intended to comply with the minimum gain chargeback requirement in such Section of the Regulations and shall be interpreted consistently therewith.

(c) **Qualified Income Offset.** In the event any Member unexpectedly receives any adjustments, allocations or distributions described in Section 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) or 1.704-1(b)(2)(ii)(d)(6) of the Regulations, items of Company income and gain shall be specially allocated to each such Member in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of such Member as quickly as possible, provided that an allocation pursuant to this Section 1.5(c) shall be made only if and to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Section 1.5 have been tentatively made as if this Section 1.5(c) were not in the Agreement.

(d) **Gross Income Allocation.** In the event any Member has a deficit Capital Account at the end of any Company fiscal year which is in excess of the sum of (i) the amount such Member is obligated to restore pursuant to any provision of the Agreement and (ii) the amount such Member is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Section 1.704-2(g)(1) and 1.704-2(i)(5), each such Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 1.5(d) shall be made only if and to the extent that such Member would have a deficit Capital Account in excess of such sum after all other allocations provided for in Section 1.5 have been made as if Section 1.5(c) hereof and this Section 1.5(d) were not in the Agreement.

(e) **Nonrecourse Deductions.** Nonrecourse Deductions for any fiscal year or other period shall be specially allocated to the Members in accordance with their Percentage Interests in the Company.

(f) **Partner Nonrecourse Deductions.** Any Partner Nonrecourse Deductions for any fiscal year or other period shall be specially allocated to the Member who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i).

(g) **Section 754 Adjustments.** To the extent the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall

be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Regulations.

1.6 Curative Allocations.

(a) The “Regulatory Allocations” consist of the “Basic Regulatory Allocations,” as defined in Section 1.6(b) hereof, the “Nonrecourse Regulatory Allocations,” as defined in Section 1.6(c) hereof, and the “Partner Nonrecourse Regulatory Allocations,” as defined in Section 1.6(d) hereof.

(b) The “Basic Regulatory Allocations” consist of (i) allocations pursuant to the last sentence of Section 1.4 and (ii) allocations pursuant to Sections 1.5(c), 1.5(d) and 1.5(g) hereof. Notwithstanding any other provision of the Agreement, other than the Regulatory Allocations, the Basic Regulatory Allocations shall be taken into account in allocating items of income, gain, loss and deduction among the Members so that, to the extent possible, the net amount of such allocations of other items and the Basic Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to each Member if the Basic Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence, allocations pursuant to this Section 1.6(b) shall only be made with respect to allocations pursuant to Section 1.5(g) hereof to the extent the Members (or any Manager) reasonably determine that such allocations will otherwise be inconsistent with the economic agreement among the parties to the Agreement.

(c) The “Nonrecourse Regulatory Allocations” consist of all allocations pursuant to Sections 1.5(a) and 1.5(e) hereof. Notwithstanding any other provision of the Agreement, other than the Regulatory Allocations, the Nonrecourse Regulatory Allocations shall be taken into account in allocating items of income, gain, loss and deduction among the Members so that, to the extent possible, the net amount of such allocations of other items and the Nonrecourse Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to each Member if the Nonrecourse Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence (i) no allocations pursuant to this Section 1.6(c) shall be made prior to the Company fiscal year during which there is a net decrease in Partnership Minimum Gain, and then only to the extent necessary to avoid any potential economic distortions caused by such net decrease in Partnership Minimum Gain, and (ii) allocations pursuant to this Section 1.6(c) shall be deferred with respect to allocations pursuant to Section 1.5(e) hereof to the extent the Members (or any Manager) reasonably determine that such allocations are likely to be offset by subsequent allocations pursuant to Section 1.5(a) hereof.

(d) The “Partner Nonrecourse Regulatory Allocations” consist of all allocations pursuant to Sections 1.5(b) and 1.5(d) hereof. Notwithstanding any other provision of the Agreement, other than the Regulatory Allocations, the Partner Nonrecourse Regulatory Allocations shall be taken into account in allocating items of income, gain, loss and deduction among the Members so that, to the extent possible, the net amount of such allocations of other items and the Partner Nonrecourse Regulatory Allocations to each

Member shall be equal to the net amount that would have been allocated to each Member if the Partner Nonrecourse Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence, (i) no allocations pursuant to this Section 1.6(d) shall be made with respect to allocations pursuant to Section 1.5(f) hereof relating to a particular Partner Nonrecourse Debt prior to the Company fiscal year during which there is a net decrease in Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt, and then only to the extent necessary to avoid any potential economic distortions caused by such net decrease in Partner Nonrecourse Debt Minimum Gain, and (ii) allocations pursuant to this Section 1.6(d) shall be deferred with respect to allocations pursuant to Section 1.5(f) hereof relating to a particular Partner Nonrecourse Debt to the extent the Members (or any Manager of the Company) reasonably determine that such allocations are likely to be offset by subsequent allocations pursuant to Section 1.5(b) hereof.

(e) The Members shall have reasonable discretion, with respect to each Company fiscal year, to (i) apply the provisions of Sections 1.6(b), 1.6(c) and 1.6(d) hereof in whatever order is likely to minimize the economic distortions that might otherwise result from the Regulatory Allocations, and (ii) divide all allocations pursuant to Sections 1.6(b), 1.6(c) and 1.6(d) hereof among the Members in a manner that is likely to minimize such economic distortions.

1.7 Tax Allocations. Items of income, gain, loss or deduction for Federal income tax purposes will be allocated among the Members in the same manner as such items were allocated to the Members' Capital Accounts pursuant to Sections 1.3, 1.4, 1.5 and 1.6 hereof. In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for Federal income tax purposes and its Agreed Value. In the event the Agreed Value of any Company asset is adjusted, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for Federal income tax purposes and its Agreed Value in the same manner as under Code Section 704(c) and the Regulations thereunder. Any elections or other decisions relating to such allocations shall be made by the Members (or any Manager) in any manner that reasonably reflects the purpose and intention of the Agreement. Allocations pursuant to this Section 1.7 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing any Member's Capital Account or share of Net Profits, Net Losses, other items, or distributions pursuant to any provision of the Agreement.