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OHIO DISSOLUTION PACKAGE TO DISSOLVE LIMITED LIABILITY COMPANY LLC

Initial Articles of Incorporation for Domestic For-Profit Corporation - Ohio

This state-specific form must be filed with the appropriate state agency in compliance with state law in order to create a new corporation. The form contains basic information concerning the corporation, normally including the corporate name, number of shares to be issued, names of the incorporators, directors and/or officers, purpose of the corporation, corporate address, registered agent, and related information.

Incorporate Law

Incorporate in business law refers to the legal process of forming a corporation. Incorporation laws are governed by state laws, which vary by state. The process involves various stages, such as creating the articles of incorporation, adopting bylaws, electing officers, and issuing stock to shareholders.

The articles of incorporation is a document that must be filed with a state in order to incorporate. Information typically required to be included are the name and address of the corporation, its general purpose and the number and type of shares of stock to be issued and any special characteristics such as being non-profit. Each state has its own system of approval of articles, prohibits names which are confusingly similar to those of existing corporations, sets specific requirements for non-profits (charitable, religious, educational, public benefit, and so forth), and regulates the issuance of shares of stock.

Articles must be signed by the incorporating person or persons or by the first board of directors. Major stock issuances must be approved by the Securities and Exchange Commission. The articles of incorporation will be filed, along with a fee, at the state's Secretary of State for approval. The Secretary of State will often require a deposit of an estimated first year's taxes. A registered agent is named to accept legal documents and other important papers on behalf of the corporation.

The by-laws of a corporation or other entity are its rules and regulations. Bylaws are in effect a contract among members and must be formally adopted and/or amended. They usually specify the number and respective duties of directors and officers and govern how the business is run. The exact requirements governing by-laws are determined by state law.

A stock subscription, strictly defined, is an agreement to purchase, at a certain price, a stated number of shares of stock of a corporation which is to be formed, although the term is also used in postincorporation stock sales agreements. Absent any statutory or corporate bylaw restriction, any natural person, and any corporation with the appropriate power, may be a subscriber to corporate stock. The rules applicable to the formation of contracts generally govern the valid creation of a stock subscription contract. The completed contract of subscription comes into existence when the corporation, after its formation, accepts the offer to subscribe. Meanwhile, the subscription constitutes a continuing offer if supported by an adequate consideration, such as the subscription promises of other subscribers.

Ohio Corporate Records Maintenance Package for Existing Corporations

If the corporation is already formed but you need to update your corporate records, this package accomplishes your purpose. Corporations that do not follow certain corporate formalities, including generally keeping corporate records, may lose corporate protection from personal liability.

This package includes the following forms: Organizational Minutes, Minutes for Initial Meeting of Shareholders and Directors, By-Laws, Annual Minutes of Joint Meeting of Shareholders and Directors, Notice of Special Meeting of Directors, Notice of Annual Meeting of Directors, Notice of Special Meeting of Shareholders, Notice of Annual Meeting of Shareholders, Blank Resolution form for Shareholders, Blank Resolution form for Directors, Blank Resolution form for Joint Action of Shareholders and Directors, Waiver of Notice of Meeting by Directors, Waiver of Notice of Meeting by Shareholders, Resignation of Incorporator, Resignation of Director, Resignation of Officer, Stock Transfer Ledger and Simple Stock Certificate.

CORPORATE LAW

Corporate law deals the formation and operations of corporations and is related to commercial and contract law. A corporation is a legal entity created through the laws of its state of incorporation, treating a corporation as a legal "person" that has standing to sue and be sued, distinct from its stockholders. Corporations are taxable entities that are taxed at a lower rate from individuals. Until formally dissolved, a corporation has perpetual life; deaths of officials or stockholders do not alter the corporation's structure. State laws regulate the creation, organization and dissolution of corporations. Many states follow the Model Business Corporation Act. States also have registration laws requiring corporations that incorporate in other states to request permission to do in-state business.

There are also federal laws relevant to corporations. For example, Congress passed the Securities Act of 1933, which regulates how corporate securities are issued and sold. Corporations in certain industries are subject to federal regulation and licensing, such as communications and public transportation.

LIMITED LIABILITY COMPANY LAW

CHARACTERISTICS OF A LIMITED LIABILITY COMPANY

A limited liability company is a hybrid between a partnership and a corporation. Like limited partnerships and corporations, the limited liability company has a separate legal entity from its "members."

An LLC does not exist indefinitely. Traditionally, the articles of organization must specify the date on which the Limited Liability Company's existence will terminate. However, many states

now allow an LLC to have a perpetual existence. Unless otherwise provided in the articles of organization or a written operating agreement, an LLC is dissolved at the death, withdrawal, resignation, expulsion, or bankruptcy of a member (unless within 90 days a majority in both the profits and capital interests vote to continue the LLC).

There are two ways to split voting power among LLC members: either each member's voting power corresponds to his or her percentage interest in the business, or each member gets one vote -- called "per capita" voting. Most LLCs agree to allot votes in proportion to the members' ownership interests.

DISADVANTAGES

LLCs are more expensive to create than a partnership or sole proprietorship. State laws for creating LLCs may not reflect latest federal tax changes. Some states impose an income or franchise tax on LLCs.

One of the disadvantages of an LLC is that it does not allow ownership to be transferred through sale of shares in the same way as corporate stock ownership allows. In most jurisdictions, a membership may only be transferred or created with the consent of members having a majority in interest (excluding the person acquiring the membership interest), unless the articles of organization provide otherwise.

LLCs may abruptly cease to exist. Unless otherwise provided in the articles of organization or a written operating agreement, or the majority members in capital and profits vote to continue it within 90 days, an LLC is dissolved at the death, withdrawal, resignation, expulsion, or bankruptcy of a member. The LLC operating agreement can prevent this kind of abrupt ending to your business by including "buy-sell" provisions, which set up guidelines for what will happen when one member retires, dies, becomes disabled or leaves the LLC.

ADVANTAGES

Some of the benefits of an LLC include flexible ownership and management, protection from liability for owners, and tax advantages.

Ohio Dissolution Package to Dissolve Limited Liability Company LLC

A limited liability company is dissolved upon the occurrence of any of the following events:

- (1) The expiration of the period, if any, fixed by the operating agreement or articles of organization for the duration of the company;
- (2) One or more events specified in writing in the operating agreement as causing the dissolution of the company;
- (3) The unanimous written agreement of all members to dissolve the company;
- (4) The withdrawal of a member of the company, unless the business of the company is continued by the consent of all of the remaining members or under a right to continue the company that is stated in writing in the operating agreement;
- (5) Upon entry of a decree of judicial dissolution.

Following the occurrence of any of the events of dissolution, a limited liability company must deliver to the Secretary of State a Certificate of Dissolution on a form that is prescribed by the Secretary of State and that includes the name of the company and the effective date of its dissolution.

Except as otherwise provided in the operating agreement, the members of a dissolved limited liability company who have not wrongfully dissolved the company, a liquidating trustee selected by those members, or, if the management of the company has not been reserved to its members, its managers may wind up the affairs of the company.

Upon application of any member of a dissolved limited liability company or his legal representative or assignee, the court of common pleas may wind up the affairs of the company or may cause its affairs to be wound up by a liquidating trustee appointed by the court.

A dissolved limited liability company continues its existence until the winding up of its affairs is completed. The persons winding up the company's affairs may, in the name of and on behalf of the company, do any of the following:

- (1) If authorized by the operating agreement, continue the business of the company in order to maximize its value as a going concern for eventual sale;
- (2) Collect the assets of the company and gradually settle and close its business;
- (3) Dispose of and convey the property of the company that will not be distributed in kind to its members;
- (4) Discharge or make reasonable provision for the liabilities of the company;
- (5) Distribute to the members any remaining assets of the company;
- (6) Do every other act necessary to wind up and liquidate the business and affairs of the company.

Dissolution of a limited liability company does not do any of the following:

- (1) Transfer title to the assets of the company;
- (2) Prevent commencement of a proceeding by or against the company in its name;
- (3) Abate or suspend a proceeding pending by or against the company on the date of dissolution;
- (4) Terminate the authority of the statutory agent of the company;
- (5) Unless otherwise provided in the operating agreement, terminate the authority of any manager, officer, or other agent of the company;
- (6) Unless the terms of the contract otherwise provide, terminate any contractual rights or obligations of the company.

Upon the winding up of a limited liability company and the liquidation of its assets, the assets must be distributed in the following order:

- (1) To the extent permitted by law, to members who are creditors and other creditors in satisfaction of liabilities of the company other than liabilities for distributions to members;
- (2) Except as otherwise provided in the operating agreement, to members and former members in satisfaction of liabilities for distributions to members;
- (3) Except as otherwise provided in the operating agreement, to members as follows: (a) First, for the return of their contributions; (b) Second, with respect to their membership interests.

A limited liability company that is winding up its affairs and liquidating its assets must pay or make reasonable provision to pay all claims and obligations, including all contingent, conditional, or unmatured claims and obligations that are known to the company and all claims and obligations that are known to the company.

If there are sufficient assets, all claims and obligations must be paid in full or any provision to pay them must be for payment in full. If there are insufficient assets, the claims and obligations are to be paid or provided for according to their priority, and claims and obligations of equal priority are to be paid ratably to the extent of the assets available for their payment. Unless otherwise provided in the operating agreement, any remaining assets are to be distributed as set out above.

Except as otherwise provided by law,

(1) The debts, obligations, and liabilities of a limited liability company, whether arising in contract, tort, or otherwise, are solely the debts, obligations, and liabilities of the limited liability company.

(2) Neither the members of the limited liability company nor any managers of the limited liability company are personally liable to satisfy any judgment, decree, or order of a court for, or are personally liable to satisfy in any other manner, a debt, obligation, or liability of the company solely by reason of being a member or manager of the limited liability company.

(3) The personal liability of a member of a limited liability company or any manager of a limited liability company for the member's or manager's own actions or omissions is not affected.

(4) The statutory provisions not affect any statutory or common law of Ohio or another state that pertains to the relationship between an individual who renders a professional service and a recipient of that service, including, but not limited to, any contract or tort liability arising out of acts or omissions committed or omitted during the course of rendering the professional service. Note: All Information and Previews are subject to the Disclaimer located on the main forms page, and also linked at the bottom of all search results.