



Centerra Co-op
 813 Clark Avenue
 Ashland, OH 44805
 419-281-2153

STATEMENT

Page 1 of 3, 04/30/25
 Customer: 1025757
 04/01/25 - 04/30/25

A-M Seamless Gutters
 13970 Old State Road
 Middlefield, OH 44062

Invoice No.	Date	Description	Quantity	Unit Price	Extended Amount	Prepaid	Balance	
							Balance Forward	594.51
Credit Account Transactions:								
G0484057-055	04/03/25	Ulsd Highway 15ppm-card Lock Card #: 002 Veh #: 000000	26.0310	3.659	95.25			
					Invoice Total Due 05/31/25		95.25	
G0484834-055	04/04/25	Ulsd Highway 15ppm-card Lock Card #: 002 Veh #: 000000	13.1060	3.659	47.95			
					Invoice Total Due 05/31/25		47.95	
1936042-034	04/07/25	Soil Sample Fees	2.0000	15.00	30.00			
					Invoice Total Due 05/31/25		30.00	
G0486288-055	04/07/25	Ulsd Highway 15ppm-card Lock Card #: 002 Veh #: 000000	11.8190	3.659	43.25			
					Invoice Total Due 05/31/25		43.25	
1937848-034	04/09/25	Fert Bag 12-12-12 Fert Bag 46-0-0 Urea	0.0500 0.0250	520.00 640.00	26.00 16.00			
					Invoice Total Due 05/31/25		42.00	
G0487556-055	04/09/25	Ulsd Highway 15ppm-card Lock Card #: 002 Veh #: 000000	12.2990	3.659	45.00			
					Invoice Total Due 05/31/25		45.00	
1944397-034	04/15/25	Soil Sample Fees	9.0000	15.00	135.00			
					Invoice Total Due 05/31/25		135.00	
G0491101-055	04/15/25	Ulsd Highway 15ppm-card Lock Card #: 002 Veh #: 000000	17.3790	3.659	63.59			
					Invoice Total Due 05/31/25		63.59	
PAYMENT	04/21/25	Payment Check #22010			-594.51			
					Total		-594.51	
1951830-034	04/22/25	Roundup Powermax 3 - 2.5 Gal DREXEL DE-ESTER LV4 - 2.5 GAL Simazine 4L 2.5 Gal.	20.0000 10.0000 2.5000	25.81 21.38 21.72	516.20 213.80 54.30			
					Invoice Total Due 05/31/25		784.30	
							502.04	
							1,286.34	



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Page 2 of 3, 04/30/25
 Customer: 1025757
 04/01/25 - 04/30/25

Invoice No.	Date	Description	Quantity	Unit Price	Extended Amount	Prepaid	Balance
Credit Account Transactions:							
1953696-034	04/23/25	Fescue Stargrazer XI - 50#	50.0000	3.13	156.50		
		Invoice Total Due 05/31/25			156.50		1,442.84
G0498166-055	04/25/25	Ulsd Highway 15ppm-card Lock Card #: 002 Veh #: 000000	13.7400	3.659	50.27		
		Invoice Total Due 05/31/25			50.27		1,493.11
1960212-034	04/28/25	Fert Bag 11-52-0 Fert Bag 46-0-0 Urea	0.9750 0.7500	840.00 640.00	819.00 480.00		
		Invoice Total Due 05/31/25			1,299.00		2,792.11
120132-034	04/29/25	0-0-60 Potash Spreader Rental Delivery Charge	3.7500 1.0000 1.0000	470.00 65.00 80.00	1,762.50 65.00 80.00		
		Batch Weight: 0.0000					
		Acres: 3.75					
		Appl Rate: 2000 lbs / acre					
		Guaranteed Analysis:					
		PFU / 100 lbs	0.00	0.00	60.00	0.00	0.00
		PFU / Acre	0.00	0.00	1,200.00	0.00	0.00
		Invoice Total Due 05/31/25			1,907.50		4,699.61
120148-035	04/29/25	11-52-0 MAP Spreader Rental	5.0050 1.0000	795.00 65.00	3,978.98 65.00		
		Batch Weight: 0.0000					
		Acres: 0.00					
		Appl Rate: 0 lbs / acre					
		Guaranteed Analysis:					
		PFU / 100 lbs	11.00	52.00	0.00	0.00	0.00
		PFU / Acre	0.00	0.00	0.00	0.00	0.00
		Invoice Total Due 05/31/25			4,043.98		8,743.59
120159-034	04/29/25	0-0-60 Potash Spreader Rental Delivery Charge	4.5000 1.0000 1.0000	470.00 65.00 80.00	2,115.00 65.00 80.00		
		Batch Weight: 0.0000					
		Acres: 0.00					
		Appl Rate: 0 lbs / acre					
		Guaranteed Analysis:					
		PFU / 100 lbs	0.00	0.00	60.00	0.00	0.00
		PFU / Acre	0.00	0.00	0.00	0.00	0.00
		Invoice Total Due 05/31/25			2,260.00		11,003.59
120162-035	04/29/25	11-52-0 MAP Spreader Rental Delivery Charge	5.0050 1.0000 1.0000	795.00 65.00 80.00	3,978.98 65.00 80.00		
		Batch Weight: 0.0000					
		Acres: 0.00					
		Appl Rate: 0 lbs / acre					
		Guaranteed Analysis:					
		PFU / 100 lbs	11.00	52.00	0.00	0.00	0.00
		PFU / Acre	0.00	0.00	0.00	0.00	0.00
		Invoice Total Due 05/31/25			4,123.98		15,127.57

3069 Formen road
 440.321.5336



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 813 Clark Avenue
 Ashland, OH 44805
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STATEMENT

Page 3 of 3, 04/30/25
 Customer: 1025757
 04/01/25 - 04/30/25

Invoice No.	Date	Description	Quantity	Unit Price	Extended Amount	Prepaid	Balance
Credit Account Transactions:							
1960993-035	04/29/25	Fert Bag 0-0-60	0.8000	515.00	412.00		
Invoice Total Due 05/31/25					412.00		15,539.57

Current Due Account Summary
 Customer - 1025757 - A-M Seamless Gutters
 04/01/25 - 04/30/25

	Extended Amount	Prepaid
Balance Forward	594.51	
April Activity	15,539.57	
Prepaid Usage		0.00
Payments Applied	-594.51	
Current Total Due	15,539.57	

Total Balance 15,539.57

Total Owed	Future	Current	0-30 Days	31-60 Days	61-90 Days	91+ Days
15,539.57	0.00	15,539.57	0.00	0.00	0.00	0.00

Access your account 24/7 through the Customer Portal
 Register at www.centerracoop.com click on Customer Portal

Customer: 1025757
 A-M Seamless Gutters
 13970 Old State Road
 Middlefield, OH 44062



Please return this remittance with your payment

STATEMENT

04/30/25
 Centerra Co-op
 P O Box 1297
 Ashland, OH 44805

Credit Account	
Balance Forward	594.51
Net Sales Activity	15,539.57
Payment Activity	-594.51
Total Due By 5/30	15,539.57
Amount Paid	\$ _____

**OPERATING AGREEMENT
OF
A-M SEAMLESS GUTTERS, LLC**

This Agreement is entered into and shall be effective as of January 10, 2011, by and among the persons executing this Agreement as Members, on the following terms and conditions.

SECTION 1
DEFINITIONS

For purposes of this Agreement, unless the context clearly indicates otherwise the following definitions shall govern:

- 1.1. Additional Member - shall mean a Member who was not previously a Member, and who has acquired Shares directly from the Company.
- 1.2. Articles - shall mean the Articles of Organization of the Company as they may be amended from time to time.
- 1.3. Assignee - shall mean a transferee of an interest in the Company who has not been admitted as a Substituted Member.
- 1.4. Capital Account - There shall be established on the books of the Company a Capital Account for each of the Members. The Capital Account for each of the Members shall be credited with the Capital Contributions of such Member and with the amount of profits allocable to such Member and shall be charged with the amount of all distributions made to such Member and the amount of all losses allocable to such Member.
- 1.5. Capital Contribution - shall mean any contribution of cash, property, services performed or to be performed, or the obligation to contribute cash, property, or services performed or to be performed, made by or on behalf of a Member.
- 1.6. Code - shall mean the Internal Revenue Code of 1986, as amended from time to time, and any subsequent federal law of similar import, and, to the extent applicable, the Treasury Regulations.
- 1.7. Fiscal Year - shall coincide with the calendar year.
- 1.8. Founding Members - shall mean Raymond R. Miller Jr. and Aden Miller.
- 1.9. Law - shall mean the Ohio Limited Liability Company Act as it exists on the date of the execution of this Agreement or as subsequently amended from time to time.

1.10. Losses - shall mean the annual loss of the Company for a fiscal year (or portion thereof) as determined by the Company's accountant in accordance with principles applied in determining income, gains, expenses, deductions, and losses reported by the Company for federal income tax purposes on its tax return, including, as applicable, any loss from the sale, exchange, or other disposition of assets.

1.11. Management Committee - The business and affairs of the Company shall be managed by a management committee (the "Management Committee"), which shall consist of not fewer than two (2) individuals, who shall be Members.

1.12. Member - shall mean any person who has been admitted as a Member in the Company, acting in that capacity only.

1.13. Person - shall mean a natural person, corporation, partnership, trust, business trust, joint stock company, unincorporated association, or other entity.

1.14. Profits - shall mean the annual income of the Company for a fiscal year (or portion thereof) as determined by the Company's accountant in accordance with principles applied in determining income, gains, expenses, deductions, and losses reported by the Company for federal income tax purposes on its tax return, including, as applicable, any gain from the sale, exchange, or other disposition of assets.

1.15. Regulations - shall mean the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

1.16. Shares - means a Member's interest in the Company, and includes a Member's right to participate in the management of the Company (to the extent provided herein or by law), his right to receive distributions of profits in accordance with this Agreement, and his right to distribution of assets of the Company upon its liquidation. A Member's interest in the Company is determined by dividing the number of Shares which he holds by the total number of Shares outstanding.

1.17. Substituted Member - shall mean an Assignee who has been admitted to all of the rights of membership in the Company.

1.18. Transfer - shall mean any voluntary or involuntary, direct or indirect, sale, assignment, transfer, gift or other disposition or conveyance, or pledge, hypothecation or other encumbrance, in whole or in part (including by operation of law).

SECTION 2 FORMATION

2.1 Organization. The Members have authorized the formation of A-M SEAMLESS GUTTERS, LLC ("the Company") as an Ohio Limited Liability Company pursuant to the provisions of the Act and have filed Articles of Organization with the Ohio Secretary of State.

2.2 Agent. The Agent for service of process upon the company shall be Raymond R. Miller Jr., 14255 Butternut Road, Burton, Ohio 44021.

2.3 Principal Office. The principal office of the Company shall be located at 14255 Butternut Road, Burton, Ohio 44021.

2.4 Purposes. The purpose for which this limited liability company is organized is to engage in any lawful act or activity.

2.5 Title to Property. Title to all property contributed to or otherwise acquired by the Company shall be held in the name of the Company. If it is anticipated that company property shall be held in the name of any individual member(s) a separate agreement shall be executed between the company and said member(s) governing the subject property and its relationship to the Company.

2.6 Term. The Company shall exist in perpetuity unless earlier terminated.

SECTION 3 **ACCOUNTING AND RECORDS**

3.1 Records to be Maintained. The Company shall maintain the following records at its principal office.

- (a) A current list of the full names, in alphabetical order, and last known business or residence address of each Member;
- (b) Copies of the Agreement, all amendments hereto, and executed copies of any powers of attorney pursuant to which the Articles or the amendments have been executed;
- (c) Copies of the Company's federal, state, and local income tax returns and reports, for the three (3) most recent years;
- (d) Copies of any financial statements of the Company for the three (3) most recent years;
- (e) Any other agreements or documents required by Act or this Agreement.

3.2 Maintenance - The Company shall maintain at its principal office appropriate books and records, kept in accordance with generally accepted accounting principles.

3.3 Right of Inspection - Each Member shall have the right to inspect and copy any books and records of the Company during normal business hours.

3.4 Capital Account - There shall be established on the books of the Company a Capital Account for each of the Members. The Capital Account for each of the Members shall be credited

with the Capital Contributions of such Member and with the amount of profits allocable to such Member and shall be charged with the amount of all distributions made to such Member and the amount of all losses allocable to such Member. The capital accounts shall be maintained by Raymond R. Miller Jr. or other person as designated by a majority of members.

3.5 Annual Reports. An annual report of the Company's operations shall be issued to the Members within thirty (30) days after the end of each Fiscal Year.

3.6 Quarterly Statements – Quarterly operating statements shall be issued to the members within 30 days of the end of each fiscal quarter.

3.7 Bank Statements – Copies of the Company's monthly bank statements shall be forwarded to each member with 10 days of receipt.

3.8 Checks – All checks or similar documents shall be signed by a minimum of one members.

SECTION 4 MANAGEMENT

4.1 Management. Control of the Company and all of its affairs shall be in the Management Committee.

4.2 Management Committee.

- (a) The business and affairs of the Company shall be managed by the Management Committee, which shall consist of not fewer than two (2) individuals, who shall be Members and who shall be elected by a majority vote annually by the Company. No Member, in his individual capacity, shall have the power or authority legally to bind the Company, except as otherwise provided herein. Decisions of the Management Committee shall be presumed to be within its scope of authority and shall be binding upon the Company and each Member. The individuals comprising the Management Committee shall not incur any additional liability for serving in this capacity.
- (b) The Members hereby designate Raymond R. Miller Jr. and Aden Miller to act as Management Committee until such time as they shall die, resign or fail to be re-elected on an annual basis.
- (c) The Management Committee shall be elected annually by a simple majority of members. Such election shall be held within 45 days of the new fiscal year; if such election cannot reasonably be held within that time, the Management Committee shall continue with the prior years members until such time as said election can be

held. Said election may be conducted in writing, by mail or fax, in person or by proxy at the Company's Annual Meeting.

SECTION 5 **MEMBERS**

5.1 **Liability of Members.** No Members shall be liable as such for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Members or Member Manager for liabilities of the Company.

5.2 **Meeting of Members.** The members shall meet annually at such time as shall be determined by resolution of the Members for the purpose of transacting such business as may come before the meeting; provided, however, the failure to hold an annual meeting shall not be grounds for dissolution of the Company. At said meeting a member or the records custodian shall take down the minutes of said meeting and shall distribute said minutes to each member within 30 days of such meeting.

5.3 **Quorum.** The Members owning at least fifty-one percent (51%) of the Units of the Company represented in person (to include participation by telephone) or by proxy, shall constitute a quorum at any Meeting of Members.

5.4 **Voting.** The Members shall have one (1) Vote for each Unit owned by with respect to all matters relating to affairs of Company. A Member may vote in person (to include participation by telephone) or by proxy.

5.5 **Required Voting** – All matters pertaining to the hiring and removal of employees and all title transactions, including the acquisition, divestment and encumbrance of real estate, shall be voted on by the Members either by telephone call (reduced to writing within 5 days), e-mail, fax or during a Meeting of the Members.

5.6 **Tie Breaker.** In the event that a decision has to be made and the voting membership is equally split as to said decision, the parties agree to be bound by the results of a simple coin flip, except when such decision may constitute an impasse and as such grounds for dissolution of the Company as set forth in Section 10.1(c).

5.7 **Action by Members Without a Meeting.** Any action required or permitted to be taken at a Meeting of Members may be taken without a meeting if the action is evidenced by a written document signed by a simple majority of members representing a simple majority of membership units, approving such action describing the action taken and delivered to the custodian of the Company's records for filing with Company records.

SECTION 6
CONTRIBUTIONS AND COMMITMENTS

6.1 Initial Capital Contributions. Each Member shall contribute to the Company, as such Member's Initial Capital Contribution, the amounts described in Exhibit "A" hereto.

6.2 Subsequent Contributions – Unless otherwise agreed to by unanimous consent of all members, if any Member shall advance any monies to the Company in excess of such Member's contribution to capital of the Company, the amount of any such advance shall be treated as a loan from the Member to the company, the terms of repayment to be agreed upon by unanimous consent of all Members in writing with an interest rate of prime plus 1.5%. The amount of any advance shall be an obligation of the Company to such Member unless otherwise agreed to in writing by the Company.

SECTION 7
ALLOCATIONS AND DISTRIBUTIONS

7.1 Allocation of Profits. Except as may be required by the Code, Act or as otherwise agreed by a unanimous vote of the members, all items of income and gain of the Company shall be allocated among the Members in accordance with their respective ownership of Units.

7.2 Distributions. Distributions may be declared from time to time by a Unanimous Vote of the Members.

SECTION 8
TAXES

8.1 Method of Accounting for Tax Purposes. The records of the Company shall be maintained on the cash method of accounting for federal income tax purposes.

8.2 Tax Matters Member. Raymond R. Miller Jr. shall be designated as the "tax matters partner" of the Company pursuant to the Code. Raymond R. Miller Jr. shall take such actions as are necessary to cause each other Member and Assignee to become a "notice partner" within the meaning of the Code.

8.3 Section 754 Election. Following the death of a Member, the Company agrees to make an election under Section 754 of the Code, upon request by the representative of such deceased Member.

8.4 Pass Through Election – The tax matters member shall elect the "pass through" tax treatment so as to minimize the taxation of distributions to members.

SECTION 9
TRANSFER OF UNITS

9.1 Right of First Refusal. A member desiring to sell all or any portion of his Units shall first notify the other Members of such intention, and shall give the other Members a sixty (60) day period in which to make an offer to purchase such Member's Units at an agreed upon price. If a price cannot be agreed upon a fair market value shall be determined according to the parameters set forth in section 10.2. If no member desires to purchase the interest of the departing member, the Company shall dissolve pursuant to section 10.

9.2 Transfer on Death. Upon the death of any member, the provisions of Ohio Revised Code section 1705.21 shall govern. In addition, the remaining members shall be required to buyout the deceased member's interest as calculated according to the parameters set forth in section 10.2. If the remaining members are unable or unwilling to purchase the deceased members interest, the remaining members shall either unanimously agree to transfer the deceased Member's interest to an Additional Member or the company shall be dissolved and the affairs of the business shall be wound up. This dissolution shall apportion the deceased member's percentage of the Company's profit or loss to said members estate. In the event that the Manager Member is deceased, the remaining Members shall meet no later than 30 days to elect a new manager, by majority vote, to continue the affairs of the company.

9.3 Removal of Member – The removal of any member, voluntary or otherwise, shall be effective only upon the unanimous vote of all other members. The remaining members shall be required to buyout the departing member's interest as calculated according to the parameters set forth in section 10.2.

SECTION 10
DISSOLUTION AND WINDING UP

10.1 Dissolution. The Company shall be dissolved and its affairs wound up, upon the first to occur of the following events:

- (a) The unanimous written consent of all the Members;
- (b) Upon entry of a decree of judicial dissolution.
- (c) Upon impasse as contemplated under Section 5.6.

Upon the occurrence of any Event of Dissolution, a certificate of dissolution containing the information required by the Act shall be delivered to the Secretary of State for filing.

10.2 Winding Up. Upon dissolution, the Members shall wind up all of the Company's affairs and proceed to liquidate all of the Company's assets as promptly as is consistent with obtaining their fair value, but no later than 1 year from the date of the decision to dissolve the

Company. The value of any real property owned by the Company shall be identified as the value of said property as evidenced by an independent appraisal minus any encumbrances on the property and minus the estimated costs for the sale of the subject property including, but not limited to realtor fees, attorney fees, title costs, document preparation fees, transfer taxes and any other standard settlement costs. The Company's property and cash shall be distributed:

- (a) To creditor's, including Members who are creditors, to the extent permitted by law, in satisfaction of liabilities of the Company;
- (b) To Members and Assignees in accordance with positive Capital Account balance taking into account all Capital Account adjustments for the Company's taxable year in which the liquidation occurs. The winding up of the Company shall be completed when all debts, liabilities, and obligations of the Company have been paid and discharged or reasonably adequate provision therefore has been made, and all of the remaining property and assets of the Company have been distributed to the Members.

SECTION 11 MISCELLANEOUS PROVISIONS

11.1 Future Income – Future income shall not be included in the valuation of any membership interest or Company asset as future income and expenses are unknown.

11.2 Entire Agreement. This Agreement and the Articles represent the entire agreement among all Members.

11.3 Amendment or Modification of this Agreement. This Agreement may be amended or modified from time to time only by a written instrument approved by unanimous vote of the Members.

11.4 Notice. All notices required or permitted by this Agreement shall be in writing and delivered by certified mail, registered mail with return receipt, fed-ex, UPS or DHL. Notice to the Company shall be given to its statutory agent who shall forward a copy to all members with 10 days of receipt.

11.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision of this Agreement is illegal or invalid for any reason, the illegality or invalidity shall not affect the legality of the remainder of this Agreement.

11.6 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to benefit of the Members and their respective heirs, legatees, legal representatives, successors and assigns.

11.7 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all such parties executed the same document. All such counterparts shall constitute one agreement.

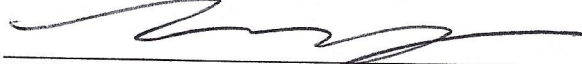
11.8 Ohio Law Controlling. The laws of the State of Ohio, including the Act, shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

11.9 Declaration. Effect of Inconsistencies with Act. The terms and conditions of this Declaration, as it may from time to time be amended according to its terms, shall govern the conduct and affairs of the business of the Company. It is the express intention that this Declaration shall be the sole source governance of the Company, and, except to the extent a provision of this Declaration expressly incorporates federal income tax rules by reference to sections of the Code or Regulations or is expressly prohibited or ineffective under the Act, this Declaration shall govern, even when inconsistent with, or different than, the provisions of the Act or any other law or rule. To the extent any provision of this Declaration is prohibited or ineffective under the Act, this Declaration shall be considered amended to the smallest degree possible in order to make the Declaration effective under the Act. In the event the Act is subsequently amended or interpreted in such a way to make any provision of this Declaration that was formerly invalid valid, such provision shall be considered to be valid from the effective date of such interpretation or amendment. The duties and obligations imposed on the Member as such shall be those set forth in this Declaration, which is intended to govern the relationship between the Company and the Member, notwithstanding any provision of the Act or common law to the contrary.

11.10 Representation. Each party hereby represents and covenants that each had the opportunity to consult with their independent attorney(s) and/or tax advisors prior to the execution of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the following Members of A-M SEAMLESS GUTTERS, LLC as of the date first above written.

A-M SEAMLESS GUTTERS, LLC

By: 
RAYMOND R. MILLER JR., Member
Date: January 10, 2011


By: 
ADEN MILLER, Member
Date: January 10, 2011

EXHIBIT "A"

Initial Capital Contributions

MEMBER

CONTRIBUTION

Raymond R. Miller Jr.

\$50.00

Aden Miller

\$50.00

EXHIBIT "B"

<u>Member</u>	<u>Address</u>	<u>Number of Units of Interest</u>
Raymond R. Miller Jr.	14255 Butternut Road Burton, OH 44021	50
Aden Miller	15750 Chipmunk Lane Middlefield, OH 44062	50
TOTAL		100



