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STATE OF CALIFORNIA
Office of the Secretary of State
ARTICLES OF ORGANIZATION
CA LIMITED LIABILITY COMPANY
California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 657-5448

For Office Use Only

-FILED-

File No.: 202464914678

Date Filed: 12/15/2024

Limited Liability Company Name	
Limited Liability Company Name	To-Ward Investments LLC
Initial Street Address of Principal Office of LLC	
Principal Address	1520 MINTURN STREET UNIT A ALAMEDA, CA 94501
Initial Mailing Address of LLC	
Mailing Address	1520 MINTURN STREET UNIT A ALAMEDA, CA 94501
Attention	Charles Ward
Agent for Service of Process	
Agent Name	Charles Herman Ward IV
Agent Address	1520 MINTURN STREET UNIT A ALAMEDA, CA 94501
Purpose Statement	
The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.	
Management Structure	
The LLC will be managed by	One Manager
Additional information and signatures set forth on attached pages, if any, are incorporated herein by reference and made part of this filing.	
Electronic Signature	
<input checked="" type="checkbox"/> By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.	
<i>Charles Ward</i>	<i>12/15/2024</i>
Organizer Signature	Date

Operating Agreement of To-Ward Investments, LLC

This Operating Agreement (the "Agreement") is entered into effective as of 12.15.2024], by **Charles Herman Ward IV**, the sole member and owner of **To-Ward Investments, LLC**, a California limited liability company (the "Company").

Article I: Formation and Name

1. **Formation of LLC:** The undersigned, **Charles Herman Ward IV**, hereby forms a limited liability company under the name **To-Ward Investments, LLC** (the "Company") pursuant to the laws of the State of California.
2. **Principal Place of Business:** The principal place of business of the Company is located at 1520 Minturn Street Unit A, Alameda, CA, 94501
3. **Registered Agent:** The registered agent for the service of process in California shall be Charles Ward at 1520 Minturn Street Unit A, Alameda, CA, 94501

Article II: Purpose

The purpose of the Company is to engage in the business of trading and investment activities, including but not limited to stocks, bonds, commodities, foreign exchange, real estate, property management or any other assets, and such other activities as may be incidental or related to this primary purpose, all in accordance with applicable laws and regulations.

Article III: Membership and Capital Contributions

1. **Sole Member:** The sole member and owner of the Company is **Charles Herman Ward IV**, with the address of 1520 Minturn Street Unit A, Alameda, CA, 94501
2. **Initial Capital Contributions:** The initial capital contribution made by the sole Member is \$26,000 in cash or property.
3. **Ownership:** As the sole Member, **Charles Herman Ward IV** holds 100% of the ownership interest in the Company.
4. **Additional Contributions:** The sole Member is under no obligation to make any additional contributions to the capital of the Company. However, the sole Member may choose to contribute additional capital as needed for the operations of the Company.

Article IV: Management

1. **Management:** The Company shall be managed solely by **Charles Herman Ward IV**, who shall act as the sole manager and decision-maker for the Company. The sole Member has full authority to make all decisions regarding the operation of the Company.
2. **Powers of the Manager:** As the sole manager, **Charles Herman Ward IV** shall have full and complete authority to:
 - o Conduct all business activities on behalf of the Company, including entering contracts, borrowing funds, buying, and selling assets, and engaging in trading activities.
 - o Make decisions regarding investments, distributions, and other financial matters related to the Company.
 - o Hire employees or independent contractors as necessary for the operation of the business.

Article V: Profits, Losses, and Distributions

1. **Profits and Losses:** All profits and losses of the Company shall be allocated to **Charles Herman Ward IV**, the sole Member, in accordance with the percentage of ownership, which is 100%.
2. **Distributions:** Distributions of profits, whether in the form of cash or other property, shall be made at such times and in such amounts as determined solely by **Charles Herman Ward IV**. Distributions shall be made to the sole Member.

Article VI: Liability of the Member

1. **Limited Liability:** The liability of **Charles Herman Ward IV** for the debts, obligations, or liabilities of the Company shall be limited to the extent permitted under California law. As the sole Member, **Charles Herman Ward IV** shall not be personally liable for the debts or obligations of the Company except as otherwise provided by law.
2. **Indemnification:** The Company shall indemnify **Charles Herman Ward IV** against any claims, liabilities, or expenses incurred in the course of his duties as the sole member and manager, except in cases of gross negligence, fraud, or willful misconduct.

Article VII: Transfer of Membership Interest

1. **Transfer of Interest:** As the sole Member, **Charles Herman Ward IV** has the sole discretion to transfer or assign the membership interest in the Company. Any transfer or assignment to another party is subject to the written consent of **Charles Herman Ward IV**.
2. **Right of First Refusal:** If the sole Member decides to transfer their membership interest to a third party, the sole Member may implement a right of first refusal to purchase the interest or choose to liquidate the company.

Article VIII: Dissolution and Termination

1. **Dissolution Events:** The Company shall be dissolved upon the occurrence of any of the following events:
 - o The decision of **Charles Herman Ward IV** to dissolve the Company.
 - o The sale of all or substantially all of the Company's assets.
 - o The bankruptcy, incapacity, or death of **Charles Herman Ward IV**, unless the sole Member's estate or representative elects to continue the business.
2. **Winding Up:** Upon dissolution, the Company shall wind up its affairs by liquidating its assets, paying or making provision for its debts and liabilities, and distributing any remaining assets to **Charles Herman Ward IV**.

Article IX: Miscellaneous Provisions

1. **Amendments:** This Agreement may be amended, modified, or supplemented only by a written agreement signed by **Charles Herman Ward IV**.
2. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
3. **Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.
4. **Entire Agreement:** This Agreement constitutes the entire understanding between the sole Member and supersedes all prior agreements and understandings, whether oral or written, regarding the Company.

IN WITNESS WHEREOF, the undersigned has executed this Operating Agreement as of the date first above written.

Sole Member:

Signature: *Charles Ward*

Name: **Charles Herman Ward IV**

Date: 12.15.2024