



**State of Rhode Island and Providence Plantations  
Office of the Secretary of State**

Fee: \$150.00

Division Of Business Services  
148 W. River Street  
Providence RI 02904-2615  
(401) 222-3040

**Limited Liability Company  
Articles of Organization**

(Chapter 7-16-6 of the General Laws of Rhode Island, 1956, as amended)

**ARTICLE I**

The name of the limited liability company is: Lowell Innovation Sales LLC

**ARTICLE II**

The street address (post office boxes are not acceptable) of the limited liability company's registered agent in Rhode Island is:

No. and Street: 146 ANOKA AVENUE #200

City or Town: BARRINGTON

State: RI

Zip: 02806

The name of the resident agent at such address is: ASSET PROTECTION WORLDWIDE LLC

**ARTICLE III**

Under the terms of these Articles of Organization and any written operating agreement made or intended to be made, the limited liability company is intended to be treated for purposes of federal income taxation as:

*Check one box only*

a partnership     a corporation     disregarded as an entity separate from its member

**ARTICLE IV**

The address of its principal office of the limited liability company if it is determined at the time of organization:

No. and Street: 340 RUMSTICK ROAD

City or Town: BARRINGTON

State: RI

Zip: 02806

Country: USA

**ARTICLE V**

The limited liability company has the purpose of engaging in any lawful business, unless a more limited purpose is set forth in Article VI of these Articles of Organization.

The period of its duration is:  Perpetual   

**ARTICLE VI**

Additional provisions, if any, not inconsistent with law, which members elect to have set forth in these Articles of Organization, including, but not limited to, any limitation of the purposes or any other provision which may be included in an operating agreement:

LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
LOWELL INNOVATION CONSULTING, LLC

A SINGLE MEMBER-MANAGED LIMITED LIABILITY COMPANY

ARTICLE I

COMPANY FORMATION

1.1 FORMATION. THE MEMBER HEREBY DOES FORM A LIMITED LIABILITY COMPANY,  
1.2 ("LOWELL INNOVATION CONSULTING, LLC") SUBJECT TO THE PROVISIONS OF THE  
LIMITED LIABILITY

COMPANY ACT AS CURRENTLY IN EFFECT AS OF THIS DATE. ARTICLES OF  
ORGANIZATION SHALL BE FILED WITH THE  
SECRETARY OF STATE OF RHODE ISLAND.

1.2 NAME. THE NAME OF THE COMPANY SHALL BE: LOWELL INNOVATION CONSULTING,  
LLC.

1.3 REGISTERED AGENT. THE NAME AND LOCATION OF THE REGISTERED AGENT OF THE  
COMPANY SHALL BE:

ASSET PROTECTION WORLDWIDE LLC.?

146 ANOKA AVENUE,

SUITE #200

BARRINGTON, RI 02806?

PHONE: 617-721-0404

1.4 TERM. THE COMPANY SHALL CONTINUE FOR A PERPETUAL PERIOD UNLESS, (A) THE  
MEMBER VOTES FOR

DISSOLUTION; OR (B) ANY EVENT WHICH MAKES IT UNLAWFUL FOR THE BUSINESS OF  
THE COMPANY TO BE

CARRIED ON BY THE MEMBER; OR (C) ANY OTHER EVENT CAUSING DISSOLUTION OF  
THIS LIMITED LIABILITY

COMPANY UNDER THE LAWS OF THE STATE OF DELAWARE.

1.5 CONTINUANCE OF COMPANY. NOTWITHSTANDING THE PROVISIONS OF ARTICLE 1.4,  
IN THE EVENT

OF AN OCCURRENCE DESCRIBED IN ARTICLE 1.4(C), IF THERE IS AT LEAST ONE  
REMAINING

MEMBER, SAID REMAINING MEMBER SHALL HAVE THE RIGHT TO CONTINUE THE  
BUSINESS OF THE

COMPANY. SUCH RIGHT CAN BE EXERCISED BY THE WRITTEN VOTE OF THE REMAINING  
MEMBER WITHIN NINETY

(90) DAYS AFTER THE OCCURRENCE OF AN EVENT DESCRIBED IN ARTICLE 1.4(C). IF NOT  
SO EXERCISED, THE

RIGHT OF THE MEMBER TO CONTINUE THE BUSINESS OF THE COMPANY MAY EXPIRE IF  
THAT MEMBER DESIRES.

1.6 BUSINESS PURPOSE. THE PURPOSE OF THE COMPANY IS TO PROVIDE CONSULTING  
SERVICES.

1.7 PRINCIPAL PLACE OF BUSINESS. THE LOCATION OF THE PRINCIPAL PLACE OF  
BUSINESS OF THE

COMPANY SHALL BE: 340 RUMSTICK ROAD, BARRINGTON, RI 02806.

THE PRINCIPAL PLACE OF BUSINESS MAY BE CHANGED TO A LOCATION THE MEMBER  
MAY SELECT

THE MEMBER MAY ALSO CHOOSE TO STORE COMPANY DOCUMENTS AT ANY ADDRESS  
THE MEMBER

CHOOSES.

1.8 MEMBER. THE NAME AND PLACE OF RESIDENCE OF THE MEMBER ARE CONTAINED IN EXHIBIT 1, ATTACHED TO THIS AGREEMENT.

1.9 ADMISSION OF ADDITIONAL MEMBERS. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ADDITIONAL MEMBERS MAY BE ADMITTED TO THE COMPANY THROUGH ISSUANCE BY THE COMPANY OF A NEW INTEREST IN THE COMPANY OR A SALE OF CURRENT A PERCENT OF CURRENT MEMBER'S INTEREST.

## ARTICLE II CAPITAL CONTRIBUTIONS

2.1 INITIAL CONTRIBUTIONS. THE MEMBER INITIALLY SHALL CONTRIBUTE TO THE COMPANY CAPITAL AS DESCRIBED IN EXHIBIT 2 ATTACHED TO THIS AGREEMENT.

2.2 ADDITIONAL CONTRIBUTIONS. EXCEPT AS PROVIDED IN ARTICLE 6.2, NO MEMBER SHALL BE OBLIGATED TO MAKE ANY ADDITIONAL CONTRIBUTION TO THE COMPANY'S CAPITAL.

## ARTICLE III PROFITS, LOSSES AND DISTRIBUTIONS

3.1 PROFITS/LOSSES. FOR FINANCIAL ACCOUNTING AND TAX PURPOSES THE COMPANY'S NET PROFITS OR NET LOSSES SHALL BE DETERMINED ON AN ANNUAL BASIS AND SHALL BE ALLOCATED TO THE MEMBERS IN PROPORTION TO EACH MEMBER'S RELATIVE CAPITAL INTEREST IN THE COMPANY AS SET FORTH IN EXHIBIT 2 AS AMENDED FROM TIME TO TIME IN ACCORDANCE WITH TREASURY REGULATION 1.704-1.

3.2 DISTRIBUTIONS. THE MEMBER SHALL DETERMINE AND DISTRIBUTE AVAILABLE FUNDS ANNUALLY OR AT MORE FREQUENT INTERVALS AS THE MEMBER SEES FIT. AVAILABLE FUNDS, AS REFERRED TO HEREIN, SHALL MEAN THE NET CASH OF THE COMPANY AVAILABLE AFTER APPROPRIATE PROVISION FOR EXPENSES AND LIABILITIES, AS DETERMINED BY THE MEMBER. DISTRIBUTIONS IN LIQUIDATION OF THE COMPANY OR IN LIQUIDATION OF A MEMBER'S INTEREST SHALL BE MADE IN ACCORDANCE WITH THE POSITIVE CAPITAL ACCOUNT BALANCES PURSUANT TO TREASURY REGULATION 1.704-L(B)(2)(II)(B)(2). TO THE EXTENT A MEMBER SHALL HAVE A NEGATIVE CAPITAL ACCOUNT BALANCE, THERE SHALL BE A QUALIFIED INCOME OFFSET, AS SET FORTH IN TREASURY REGULATION 1.704- L(B)(2)(II)(D).

3.3 C CORPORATION ELECTION. THE MEMBER MAY ELECT TO BE TREATED AS A C CORPORATION AT ANY TIME TO KEEP THE PROFITS OF THE LLC AT THE COMPANY LEVEL AND NOT BE FORCED TO DISTRIBUTE PROFITS TO THE MEMBER.

ARTICLE IV  
MANAGEMENT

4.1 MANAGEMENT OF THE BUSINESS. THE MANAGEMENT OF THE BUSINESS IS INVESTED IN THE MEMBER.

4.2 MEMBER. THE LIABILITY OF THE MEMBER SHALL BE LIMITED AS PROVIDED PURSUANT TO APPLICABLE LAW. THE MEMBER IS IN CONTROL, MANAGEMENT, DIRECTION, AND OPERATION OF THE COMPANY'S AFFAIRS AND SHALL HAVE POWERS TO BIND THE COMPANY WITH ANY LEGALLY BINDING AGREEMENT, INCLUDING SETTING UP AND OPERATING A LLC COMPANY BANK ACCOUNT.

4.3 POWERS OF THE MEMBER. THE MEMBER IS AUTHORIZED ON THE COMPANY'S BEHALF TO MAKE ALL DECISIONS IN ACCORDANCE WITH ARTICLE 4.2 AS TO (A) THE SALE, DEVELOPMENT, LEASE OR OTHER DISPOSITION OF THE COMPANY'S ASSETS; (B) THE PURCHASE OR OTHER ACQUISITION OF OTHER ASSETS OF ALL KINDS; (C) THE MANAGEMENT OF ALL OR ANY PART OF THE COMPANY'S ASSETS; (D) THE BORROWING OF MONEY AND THE GRANTING OF SECURITY INTERESTS IN THE COMPANY'S ASSETS; (E) THE PRE-PAYMENT, REFINANCING OR EXTENSION OF ANY LOAN AFFECTING THE COMPANY'S ASSETS; (F) THE COMPROMISE OR RELEASE OF ANY OF THE COMPANY'S CLAIMS OR DEBTS; AND, (G) THE EMPLOYMENT OF PERSONS, FIRMS OR CORPORATIONS FOR THE OPERATION AND MANAGEMENT OF THE COMPANY'S BUSINESS. IN THE EXERCISE OF ITS MANAGEMENT POWERS, THE MEMBER IS AUTHORIZED TO EXECUTE AND DELIVER (A) ALL CONTRACTS, CONVEYANCES, ASSIGNMENTS LEASES, SUB-LEASES, LICENSING AGREEMENTS, MANAGEMENT CONTRACTS AND MAINTENANCE CONTRACTS COVERING OR AFFECTING THE COMPANY'S ASSETS; (B) ALL CHECKS, DRAFTS AND OTHER ORDERS FOR THE PAYMENT OF THE COMPANY'S FUNDS; (C) ALL PROMISSORY NOTES, LOANS, SECURITY AGREEMENTS AND OTHER SIMILAR DOCUMENTS; AND, (D) ALL OTHER INSTRUMENTS OF ANY OTHER KIND RELATING TO THE COMPANY'S AFFAIRS, WHETHER LIKE OR UNLIKE THE FOREGOING. (E) MEMBER SHALL HAVE AUTHORIZATION TO AMEND HIS POWERS AT ANY TIME AT HIS CHOOSING.

4.7 NOMINEE. TITLE TO THE COMPANY'S ASSETS SHALL BE HELD IN THE COMPANY'S NAME OR IN THE NAME OF ANY NOMINEE THAT THE MEMBER MAY DESIGNATE. THE MEMBER SHALL HAVE POWER TO ENTER INTO A NOMINEE AGREEMENT WITH ANY SUCH PERSON, AND SUCH AGREEMENT MAY CONTAIN PROVISIONS INDEMNIFYING THE NOMINEE, EXCEPT FOR HIS WILLFUL MISCONDUCT.

4.8 COMPANY INFORMATION. UPON REQUEST, THE CHIEF EXECUTIVE MEMBER SHALL SUPPLY TO ANY MEMBER INFORMATION REGARDING THE COMPANY OR ITS ACTIVITIES. EACH MEMBER OR HIS AUTHORIZED REPRESENTATIVE SHALL HAVE ACCESS TO AND MAY INSPECT AND COPY ALL BOOKS, RECORDS AND MATERIALS IN THE CHIEF EXECUTIVE MEMBER'S POSSESSION REGARDING THE COMPANY OR ITS ACTIVITIES.

4.9 EXCULPATION. ANY ACT OR OMISSION OF THE MEMBER, THE EFFECT OF WHICH MAY CAUSE OR RESULT IN LOSS OR DAMAGE TO THE COMPANY OR THE MEMBER IF DONE IN GOOD FAITH TO PROMOTE THE BEST INTERESTS OF THE COMPANY, SHALL NOT SUBJECT THE MEMBER TO ANY LIABILITY TO THE MEMBER.

4.10 INDEMNIFICATION. THE COMPANY SHALL INDEMNIFY ANY PERSON WHO WAS OR IS A PARTY DEFENDANT OR IS THREATENED TO BE MADE A PARTY DEFENDANT, PENDING OR COMPLETED ACTION, SUIT OR PROCEEDING, WHETHER CIVIL, CRIMINAL, ADMINISTRATIVE, OR INVESTIGATIVE (OTHER THAN AN ACTION BY OR IN THE RIGHT OF THE COMPANY) BY REASON OF THE FACT THAT HE IS OR WAS A MEMBER OF THE COMPANY, MANAGER, EMPLOYEE OR AGENT OF THE COMPANY, OR IS OR WAS SERVING AT THE REQUEST OF THE COMPANY, FOR INSTANT EXPENSES (INCLUDING ATTORNEY'S FEES), JUDGMENTS, FINES, AND AMOUNTS PAID IN SETTLEMENT ACTUALLY AND REASONABLY INCURRED IN CONNECTION WITH SUCH ACTION, SUIT OR PROCEEDING IF THE MEMBER ACTED IN GOOD FAITH AND IN A MANNER HE/SHE REASONABLY BELIEVED TO BE IN OR NOT OPPOSED TO THE BEST INTEREST OF THE COMPANY, AND WITH RESPECT TO ANY CRIMINAL ACTION PROCEEDING, HAS NO REASONABLE CAUSE TO BELIEVE HIS/HER CONDUCT WAS UNLAWFUL. THE TERMINATION OF ANY ACTION, SUIT, OR PROCEEDING BY JUDGMENT, ORDER, SETTLEMENT, CONVICTION, OR UPON A PLEA OF "NOLO CONTENDERE" OR ITS EQUIVALENT, SHALL NOT IN ITSELF CREATE A PRESUMPTION THAT THE PERSON DID OR DID NOT ACT IN GOOD FAITH AND IN A MANNER WHICH HE/SHE REASONABLY BELIEVED TO BE IN THE

BEST INTEREST OF THE COMPANY, AND, WITH RESPECT TO ANY CRIMINAL ACTION OR PROCEEDING, HAD REASONABLE CAUSE TO BELIEVE THAT HIS/HER CONDUCT WAS LAWFUL.

4.11 RECORDS. THE MEMBER SHALL CAUSE THE COMPANY TO KEEP AT ITS PRINCIPAL PLACE OF BUSINESS OR OTHER LOCATION THE FOLLOWING: (A) A COPY OF THE CERTIFICATE OF FORMATION AND THE COMPANY OPERATING AGREEMENT AND ALL AMENDMENTS; (B) COPIES OF THE COMPANY'S FEDERAL, STATE AND LOCAL INCOME TAX RETURNS AND REPORTS, IF ANY, FOR THE THREE MOST RECENT YEARS; (C) COPIES OF ANY FINANCIAL STATEMENTS OF THE LIMITED LIABILITY COMPANY FOR THE THREE MOST RECENT YEARS.

CERTIFICATE OF FORMATION

THIS COMPANY OPERATING AGREEMENT IS ENTERED INTO AND SHALL BECOME EFFECTIVE AS OF THE EFFECTIVE DATE BY AND AMONG THE COMPANY AND THE PERSON EXECUTING THIS AGREEMENT AS MEMBER. IT IS THE MEMBER'S EXPRESS INTENTION TO CREATE A LIMITED LIABILITY COMPANY IN ACCORDANCE WITH APPLICABLE LAW, AS CURRENTLY WRITTEN OR SUBSEQUENTLY AMENDED OR REDRAFTED. THE UNDERSIGNED HEREBY AGREE, ACKNOWLEDGE, AND CERTIFY THAT THE FOREGOING OPERATING AGREEMENT IS ADOPTED AND APPROVED BY EACH MEMBER, THE AGREEMENT CONSISTING OF 4 PAGES, CONSTITUTES, TOGETHER WITH EXHIBIT 1 (IF ANY), THE OPERATING AGREEMENT OF LOWELL INNOVATION CONSULTING, LLC, ADOPTED BY THE MEMBER AS OF NOVEMBER, 22 2011.

MEMBER:

MARK EDMUND LOWELL

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EXHIBIT 1 - LISTING OF MEMBERS

AS OF THE 23RD DAY OF NOVEMBER, 2011 THE FOLLOWING IS A LIST OF MEMBERS OF THE COMPANY:

NAME MARK EDMUND LOWELL PERCENT 100%

**ARTICLE VII**

The limited liability company is to be managed by its \_\_\_ Members or X Managers (check one)  
(If managed by Members, go to ARTICLE VIII)

The name and address of each manager (If LLC is managed by Members, DO NOT complete this section):

Title	Individual Name First, Middle, Last, Suffix	Address Address, City or Town, State, Zip Code, Country
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**ARTICLE VIII**

The date these Articles of Organization are to become effective, not prior to, nor more than 30 days after the filing of these Articles of Organization.

Later Effective Date:

*This electronic signature of the individual or individuals signing this instrument constitutes the affirmation or acknowledgement of the signatory, under penalties of perjury, that this instrument is that individual's act and deed or the act and deed of the company, and that the facts stated herein are true, as of the date of the electronic filing, in compliance with R.I. Gen. Laws § 7-16.*

**Signed this 23 Day of November, 2011 at 9:05:34 AM by the Authorized Person.**

MARK LOWELL

**Address of Authorized Signer:**

340 RUMSTICK ROAD  
BARRINGTON, RI 02806

Form No. 400  
Revised 09/07

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# State of Rhode Island and Providence Plantations

**A. Ralph Mollis**

*Secretary of State*

## STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

I, A. RALPH MOLLIS, Secretary of State of the State of Rhode Island  
and Providence Plantations, hereby certify that this document, duly  
executed in accordance with the provisions of Title 7 of the General Laws  
of Rhode Island, as amended, has been filed in this office on this day:

A handwritten signature in black ink that reads "A. Ralph Mollis".

A. RALPH MOLLIS

*Secretary of State*

