



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: Think Green Enterprises 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: 45 WASHINGTON STREET  
45 WASHINGTON STREET

City or Town: WAKEFIELD State: RI Zip: 02879

The name of the resident agent at such address is: DYLAN K. GREGORY

**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: 386 SOUTH PIER ROAD REAR  
City or Town: NARRAGANSETT State: RI Zip: 02882 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:

PARTNERSHIP AGREEMENT

THIS PARTNERSHIP AGREEMENT (THE "AGREEMENT") MADE AND ENTERED INTO THIS 1ST DAY OF JULY, 2012 (THE "EXECUTION DATE"),

BETWEEN

DYLAN K. GREGORY OF 45 WASHINGTON STREET, WAKEFIELD, RI, 02879, AND CORY M. HARRIGAN OF 219 SUNNY BROOK FARM ROAD, NARRAGANSETT, RI 02879 (INDIVIDUALLY THE "PARTNER" AND COLLECTIVELY THE "PARTNERS").

BACKGROUND:

A. THE PARTNERS WISH TO ASSOCIATE THEMSELVES AS PARTNERS IN BUSINESS.  
B. THE TERMS AND CONDITIONS OF THIS AGREEMENT SETS OUT THE TERMS AND CONDITIONS AS TO HOW THEY WILL BE PARTNERS.

IN CONSIDERATION OF AND AS A CONDITION OF THE PARTNERS ENTERING INTO THIS AGREEMENT AND OTHER VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH CONSIDERATION IS ACKNOWLEDGED, THE PARTIES TO THIS AGREEMENT AGREE AS FOLLOWS:

FORMATION

BY THIS AGREEMENT THE PARTNERS ENTER INTO A GENERAL PARTNERSHIP (THE "PARTNERSHIP") IN ACCORDANCE WITH THE LAWS OF THE STATE OF RHODE ISLAND. THE RIGHTS AND OBLIGATIONS OF THE PARTNERS WILL BE AS STATED IN THE APPLICABLE LEGISLATION OF THE STATE OF RHODE ISLAND (THE 'ACT') EXCEPT AS OTHERWISE PROVIDED HERE.

NAME

THE FIRM NAME OF THE PARTNERSHIP WILL BE THINK GREEN ENTERPRISES LLC.

PURPOSE

THE PURPOSE OF THE PARTNERSHIP WILL BE: TO CREATE RECYCLING AWARENESS, BETTER THE ENVIRONMENT, AND MAXIMIZE PROFITS.

TERM

THE PARTNERSHIP WILL BEGIN ON JULY 1ST, 2012 AND WILL CONTINUE UNTIL TERMINATED AS PROVIDED IN THIS AGREEMENT.

PLACE OF BUSINESS

THE PRINCIPAL OFFICE OF THE BUSINESS OF THE PARTNERSHIP WILL BE LOCATED AT

386 SOUTH PIER ROAD REAR OR SUCH OTHER PLACE AS THE PARTNERS MAY FROM TIME

TO TIME DESIGNATE.

CAPITAL CONTRIBUTIONS

EACH OF THE PARTNERS HAS CONTRIBUTED TO THE CAPITAL OF THE PARTNERSHIP,

IN

CASH OR PROPERTY IN AGREED UPON VALUE, AS FOLLOWS (THE "CAPITAL CONTRIBUTION"):

PARTNER

CONTRIBUTION DESCRIPTION

AGREED VALUE

DYLAN K. GREGORY

THIS PARTNER WILL PROVIDE \$4,000 CASH, ONE BOX TRUCK, ASSORTED TOOLS.

\$15,000.00 USD

CORY M. HARRIGAN

THIS PARTNER WILL PROVIDE \$4,000 CASH, ONE TOW TRUCK, ASSORTED TOOLS.

\$15,000.00 USD

THE PARTNERS WILL CONTRIBUTE THEIR RESPECTIVE CAPITAL CONTRIBUTIONS FULLY

AND ON TIME ACCORDING TO THE FOLLOWING SCHEDULE:

PARTNER

CONTRIBUTION SCHEDULE DESCRIPTION

DYLAN K. GREGORY

ALL CONTRIBUTIONS WILL BE SUBMITTED NO LATER THAN MIDNIGHT MAY 17, 2012

CORY M. HARRIGAN

ALL CONTRIBUTIONS WILL BE SUBMITTED NO LATER THAN MIDNIGHT MAY 17, 2012

WITHDRAWAL OF CAPITAL

NO PARTNER WILL WITHDRAW ANY PORTION OF THEIR CAPITAL CONTRIBUTION WITHOUT

THE EXPRESS WRITTEN CONSENT OF THE REMAINING PARTNERS.

ADDITIONAL CAPITAL

CAPITAL CONTRIBUTIONS MAY BE AMENDED FROM TIME TO TIME, ACCORDING TO THE

REQUIREMENTS OF THE PARTNERSHIP PROVIDED THAT THE INTERESTS OF THE PARTNERS

ARE NOT AFFECTED, EXCEPT WITH THE UNANIMOUS CONSENT OF THE PARTNERS.

NO

PARTNER WILL BE REQUIRED TO MAKE ADDITIONAL CAPITAL CONTRIBUTIONS.

WHENEVER

ADDITIONAL CAPITAL IS DETERMINED TO BE REQUIRED AND AN INDIVIDUAL

PARTNER

IS UNWILLING OR UNABLE TO MEET THE ADDITIONAL CONTRIBUTION REQUIREMENT

WITHIN A REASONABLE PERIOD, AS REQUIRED BY PARTNERSHIP BUSINESS

OBLIGATIONS, REMAINING PARTNERS MAY CONTRIBUTE IN PROPORTION TO THEIR EXISTING CAPITAL CONTRIBUTIONS TO RESOLVE THE AMOUNT IN DEFAULT. IN SUCH

CASE THE ALLOCATION OF PROFITS OR LOSSES AMONG ALL THE PARTNERS WILL BE ADJUSTED TO REFLECT THE AGGREGATE CHANGE IN CAPITAL CONTRIBUTIONS BY THE

PARTNERS.

ANY ADVANCE OF MONEY TO THE PARTNERSHIP BY ANY PARTNER IN EXCESS OF THE

AMOUNTS PROVIDED FOR IN THIS AGREEMENT OR SUBSEQUENTLY AGREED TO AS

ADDITIONAL CAPITAL CONTRIBUTION WILL BE DEEMED A DEBT DUE FROM THE

PARTNERSHIP AND NOT AN INCREASE IN CAPITAL CONTRIBUTION OF THE PARTNER.

THIS LIABILITY WILL BE REPAYED WITH INTEREST AT RATES AND TIMES TO BE

DETERMINED BY A MAJORITY OF THE PARTNERS WITHIN THE LIMITS OF WHAT IS

REQUIRED OR PERMITTED IN THE ACT. THIS LIABILITY WILL NOT ENTITLE THE

LENDING PARTNER TO ANY INCREASED SHARE OF THE PARTNERSHIP'S PROFITS NOR

TO

A GREATER VOTING POWER. SUCH DEBTS MAY HAVE PREFERENCE OR PRIORITY OVER ANY OTHER PAYMENTS TO PARTNERS AS MAY BE DETERMINED BY A MAJORITY OF THE PARTNERS.

CAPITAL ACCOUNTS

AN INDIVIDUAL CAPITAL ACCOUNT (THE "CAPITAL ACCOUNTS") WILL BE MAINTAINED FOR EACH PARTNER AND THEIR INITIAL CAPITAL CONTRIBUTION WILL BE CREDITED TO

THIS ACCOUNT. ANY ADDITIONAL CAPITAL CONTRIBUTIONS MADE BY ANY PARTNER WILL BE CREDITED TO THAT PARTNER'S INDIVIDUAL CAPITAL ACCOUNT.

INTEREST ON CAPITAL

NO BORROWING CHARGE OR LOAN INTEREST WILL BE DUE OR PAYABLE TO ANY PARTNER

ON THEIR AGREED CAPITAL CONTRIBUTION INCLUSIVE OF ANY AGREED ADDITIONAL CAPITAL CONTRIBUTIONS.

DRAWING ACCOUNTS

AN INDIVIDUAL DRAWING ACCOUNT WILL BE MAINTAINED FOR EACH PARTNER. EACH

PARTNER WILL BE ENTITLED TO DRAW AGAINST THEIR SHARE OF THE PROFITS IN SUCH

AMOUNTS AND AT SUCH TIME AS WILL BE AGREED BY THE PARTNERS. THE DRAWING

ACCOUNT IS A TEMPORARY ACCOUNT AND IS EXPECTED TO HAVE A DEBIT BALANCE IF

THERE HAVE BEEN ANY WITHDRAWALS. AT THE END OF EACH ACCOUNTING YEAR, THE

DRAWING ACCOUNTS ARE CLOSED BY TRANSFERRING THE DEBIT BALANCE TO EACH

PARTNER'S CAPITAL ACCOUNT.

FINANCIAL DECISIONS

DECISIONS REGARDING THE DISTRIBUTION OF PROFITS, ALLOCATION OF LOSSES, AND

THE REQUIREMENT FOR ADDITIONAL CAPITAL CONTRIBUTIONS AS WELL AS ALL OTHER

FINANCIAL MATTERS WILL BE DETERMINED BY A UNANIMOUS VOTE OF THE PARTNERS.

PROFIT AND LOSS

SUBJECT TO THE OTHER PROVISIONS OF THIS AGREEMENT, THE NET PROFITS AND LOSSES OF THE PARTNERSHIP, FOR BOTH ACCOUNTING AND TAX PURPOSES, WILL ACCRUE TO AND BE BORNE BY THE PARTNERS EQUALLY.

SUBJECT TO THE OTHER PROVISIONS OF THIS AGREEMENT, THE NET PROFITS AND LOSSES OF THE PARTNERSHIP, FOR BOTH ACCOUNTING AND TAX PURPOSES, WILL ACCRUE TO AND BE BORNE BY THE PARTNERS ACCORDING TO THE FOLLOWING SCHEDULE:

PARTNER

PROFIT/LOSS PERCENT

DYLAN K. GREGORY

50%

CORY M. HARRIGAN

50%

COMPENSATION FOR SERVICES RENDERED

PARTNERS MAY BE COMPENSATED FOR SERVICES ACTUALLY RENDERED AS FROM TIME TO

TIME MAY BE AGREED BY UNANIMOUS CONSENT OF THE PARTNERS.

BOOKS OF ACCOUNT

ACCURATE AND COMPLETE BOOKS OF ACCOUNT OF THE TRANSACTIONS OF THE PARTNERSHIP WILL BE KEPT AND AT ALL REASONABLE TIMES BE AVAILABLE AND OPEN

TO INSPECTION AND EXAMINATION BY ANY PARTNER. THE BOOKS OF ACCOUNT WILL BE

KEPT ON THE CASH BASIS METHOD OF ACCOUNTING.

ANNUAL REPORT

AS SOON AS PRACTICABLE AFTER THE CLOSE OF EACH FISCAL YEAR, THE PARTNERSHIP

WILL FURNISH TO EACH PARTNER AN ANNUAL REPORT SHOWING A FULL AND COMPLETE

ACCOUNT OF THE CONDITION OF THE PARTNERSHIP. THIS REPORT WILL CONSIST OF AT

LEAST THE FOLLOWING DOCUMENTS:

A STATEMENT OF ALL INFORMATION AS WILL BE NECESSARY FOR THE PREPARATION OF

EACH PARTNER'S INCOME OR OTHER TAX RETURNS;

A COPY OF THE PARTNERSHIP'S FEDERAL INCOME TAX RETURNS FOR THAT FISCAL YEAR;

A BREAKDOWN OF THE PROFIT AND LOSS ATTRIBUTABLE TO EACH PARTNER; AND ANY ADDITIONAL INFORMATION THAT THE PARTNERS MAY REQUIRE.

BANKING AND PARTNERSHIP FUNDS

THE FUNDS OF THE PARTNERSHIP WILL BE PLACED IN SUCH INVESTMENTS AND BANKING

ACCOUNTS AS WILL BE DESIGNATED BY THE PARTNERS. ALL WITHDRAWALS FROM THESE

BANK ACCOUNTS WILL BE MADE BY THE DULY AUTHORIZED AGENT OR AGENTS OF THE

PARTNERS AS AGREED BY UNANIMOUS CONSENT OF THE PARTNERS. PARTNERSHIP FUNDS

WILL BE HELD IN THE NAME OF THE PARTNERSHIP AND WILL NOT BE COMMINGLED WITH

THOSE OF ANY OTHER PERSON OR ENTITY.

FISCAL YEAR

THE FISCAL YEAR WILL END ON THE 31ST DAY OF DECEMBER OF EACH YEAR.

AUDIT

ANY OF THE PARTNERS WILL HAVE THE RIGHT TO REQUEST AN AUDIT OF THE PARTNERSHIP BOOKS. THE COST OF THE AUDIT WILL BE BORNE BY THE

PARTNERSHIP.

THE AUDIT WILL BE PERFORMED BY AN ACCOUNTING FIRM ACCEPTABLE TO ALL THE

PARTNERS. NOT MORE THAN ONE (1) AUDIT WILL BE REQUIRED BY ANY OR ALL OF THE

PARTNERS FOR ANY FISCAL YEAR.

MANAGEMENT

EXCEPT AS ALL OF THE PARTNERS MAY OTHERWISE AGREE IN WRITING, ALL ACTIONS

AND DECISIONS RESPECTING THE MANAGEMENT, OPERATION AND CONTROL OF THE

PARTNERSHIP AND ITS BUSINESS REQUIRE THE CONSENT AND AGREEMENT OF NOT LESS

THAN 100% (PERCENT) OF THE PARTNERSHIP VOTING INTEREST.

CONTRACT BINDING AUTHORITY

ALL ACTIONS AND DECISIONS WITH RESPECT TO BINDING THE PARTNERSHIP IN CONTRACT REQUIRES THE CONSENT AND AGREEMENT OF PARTNERS HAVING TOTAL VOTING

INTEREST OF NOT LESS THAN 100% (PERCENT) OF THE TOTAL VOTING INTEREST.

TAX MATTERS PARTNER

THE TAX MATTERS PARTNER WILL BE DYLAN K. GREGORY (THE "TAX MATTERS PARTNER"). THE TAX MATTERS PARTNER WILL PREPARE, OR CAUSE TO BE PREPARED, ALL TAX RETURNS AND REPORTS FOR THE PARTNERSHIP AND MAKE ANY RELATED ELECTIONS THAT THE PARTNERS DEEM ADVISABLE.

A TAX MATTERS PARTNER CAN VOLUNTARILY WITHDRAW FROM THE POSITION OF TAX

MATTERS PARTNER OR CAN BE APPOINTED OR REPLACED BY A MAJORITY VOTE OF THE

OTHER PARTNERS. IN THE EVENT OF A WITHDRAWAL OF THE TAX MATTERS PARTNER

FROM THE PARTNERSHIP, THE REMAINING PARTNERS WILL APPOINT A SUCCESSOR AS

SOON AS PRACTICABLE.

MEETINGS

REGULAR MEETINGS WILL BE HELD WEEKLY.

ANY PARTNER CAN CALL A SPECIAL MEETING TO RESOLVE ISSUES THAT REQUIRE A VOTE, AS INDICATED BY THIS AGREEMENT, BY PROVIDING ALL PARTNERS WITH REASONABLE NOTICE. IN THE CASE OF A SPECIAL VOTE, THE MEETING WILL BE RESTRICTED TO THE SPECIFIC PURPOSE FOR WHICH THE MEETING WAS HELD.

ALL MEETINGS WILL BE HELD AT A TIME AND IN A LOCATION THAT IS REASONABLE, CONVENIENT AND PRACTICAL CONSIDERING THE SITUATION OF ALL PARTNERS.

ADMITTING A NEW PARTNER

NO NEW PARTNERS MAY BE ADMITTED INTO THE PARTNERSHIP.

TRANSFER OF PARTNERSHIP INTEREST

A PARTNER WILL NOT IN ANY WAY VOLUNTARILY ALIENATE THEIR INTEREST IN THE PARTNERSHIP OR ITS ASSETS. ANY SUCH PROHIBITED TRANSFER, IF ATTEMPTED, WILL

BE VOID AND WITHOUT FORCE OR EFFECT.

DISSOCIATION OF A PARTNER

VOLUNTARY WITHDRAWAL: NO PARTNER MAY VOLUNTARILY WITHDRAW FROM THE

PARTNERSHIP FOR A PERIOD OF ONE (1) YEAR FROM THE EXECUTION DATE OF THIS AGREEMENT (THE "PROHIBITED WITHDRAWAL PERIOD"). WHERE A PARTNER

WITHDRAWS

PRIOR TO THE END OF THAT PROHIBITED WITHDRAWAL PERIOD, THAT PARTNER MAY BE

SUBJECT TO PENALTIES THAT REASONABLY REFLECT THE DAMAGES DONE TO THE PARTNERSHIP CAUSED BY THE WITHDRAWAL OF THE DISSOCIATED PARTNER PRIOR

TO  
THE END OF THE PROHIBITED WITHDRAWAL PERIOD INCLUDING, BUT NOT LIMITED  
TO,  
LOSS OF PARTNERSHIP EARNINGS. AFTER THE EXPIRATION OF THE PROHIBITED  
WITHDRAWAL PERIOD, ANY PARTNER (THE "DISSOCIATED PARTNER") WILL HAVE THE  
RIGHT TO VOLUNTARILY WITHDRAW FROM THE PARTNERSHIP AT ANY TIME.  
WRITTEN  
NOTICE OF INTENTION TO WITHDRAW MUST BE SERVED UPON THE REMAINING  
PARTNERS  
AT LEAST THREE (3) MONTHS PRIOR TO THE WITHDRAWAL DATE. THE WITHDRAWAL  
OF  
THAT DISSOCIATED PARTNER WILL HAVE NO EFFECT UPON THE CONTINUANCE OF  
THE  
PARTNERSHIP BUSINESS. IF THE REMAINING PARTNERS ELECT TO PURCHASE THE  
INTEREST OF THE DISSOCIATED PARTNER, THE PARTNERS WILL SERVE WRITTEN  
NOTICE  
OF SUCH ELECTION UPON THE DISSOCIATED PARTNER WITHIN THIRTY (30) DAYS  
AFTER  
RECEIPT OF THE DISSOCIATED PARTNER'S NOTICE OF INTENTION TO WITHDRAW,  
INCLUDING THE PURCHASE PRICE AND METHOD AND SCHEDULE OF PAYMENT FOR  
THE  
DISSOCIATED PARTNER'S INTEREST. THE PURCHASE AMOUNT OF ANY BUYOUT OF  
THE  
DISSOCIATED PARTNER'S INTEREST WILL BE DETERMINED AS OUTLINED IN THE  
VALUATION OF INTEREST SECTION OF THIS AGREEMENT. IT REMAINS INCUMBENT  
ON  
THE DISSOCIATED PARTNER TO EXERCISE THE RIGHT TO WITHDRAW IN GOOD FAITH  
AND  
TO MINIMIZE ANY PRESENT OR FUTURE HARM DONE TO THE REMAINING PARTNERS  
AS A  
RESULT OF THE WITHDRAWAL.  
INVOLUNTARY WITHDRAWAL: EVENTS LEADING TO THE INVOLUNTARY  
WITHDRAWAL OF A  
PARTNER (THE "DISSOCIATED PARTNER") FROM THE PARTNERSHIP WILL INCLUDE  
BUT  
NOT BE LIMITED TO: DEATH OF A PARTNER; PARTNER MENTAL INCAPACITY;  
PARTNER  
DISABILITY PREVENTING REASONABLE PARTICIPATION IN THE PARTNERSHIP;  
PARTNER  
INCOMPETENCE; BREACH OF FIDUCIARY DUTIES BY A PARTNER; CRIMINAL  
CONVICTION  
OF A PARTNER; OPERATION OF LAW AGAINST A PARTNER OR A LEGAL JUDGMENT  
AGAINST A PARTNER THAT CAN REASONABLY BE EXPECTED TO BRING THE BUSINESS  
OR  
SOCIETAL REPUTATION OF THE PARTNERSHIP INTO DISREPUTE. EXPULSION OF A  
PARTNER CAN ALSO OCCUR ON APPLICATION BY THE PARTNERSHIP OR ANOTHER  
PARTNER, WHERE IT HAS BEEN JUDICIALLY DETERMINED THAT THE PARTNER: HAS  
ENGAGED IN WRONGFUL CONDUCT THAT ADVERSELY AND MATERIALLY AFFECTED  
THE  
PARTNERSHIP'S BUSINESS; HAS WILLFULLY OR PERSISTENTLY COMMITTED A  
MATERIAL

BREACH OF THIS AGREEMENT OR OF A DUTY OWED TO THE PARTNERSHIP OR TO THE OTHER PARTNERS; OR HAS ENGAGED IN CONDUCT RELATING TO THE PARTNERSHIP'S

BUSINESS THAT MAKES IT NOT REASONABLY PRACTICABLE TO CARRY ON THE BUSINESS

WITH THE PARTNER. THE WITHDRAWAL OF SUCH PARTNER WILL HAVE NO EFFECT UPON

THE CONTINUANCE OF THE PARTNERSHIP BUSINESS. IF THE REMAINING PARTNERS ELECT TO PURCHASE THE INTEREST OF THE WITHDRAWING PARTNER, THE REMAINING

PARTNERS WILL SERVE WRITTEN NOTICE OF SUCH ELECTION, INCLUDING THE PURCHASE

PRICE AND METHOD AND SCHEDULE OF PAYMENT FOR THE WITHDRAWING PARTNER'S

INTEREST, UPON THE WITHDRAWING PARTNER, THEIR EXECUTOR, ADMINISTRATOR, TRUSTEE, COMMITTEE OR ANALOGOUS FIDUCIARY WITHIN A REASONABLE PERIOD AFTER

ACQUIRING KNOWLEDGE OF THE CHANGE IN CIRCUMSTANCE TO THE AFFECTED PARTNER.

THE PURCHASE AMOUNT OF ANY BUYOUT OF A PARTNER'S INTEREST WILL BE DETERMINED AS OUTLINED IN THE VALUATION OF INTEREST SECTION OF THIS AGREEMENT.

ON ANY PURCHASE AND SALE MADE PURSUANT TO THIS SECTION, A DISSOCIATED PARTNER WILL ONLY HAVE LIABILITY FOR PARTNERSHIP OBLIGATIONS THAT WERE INCURRED DURING THEIR TIME AS A PARTNER. IMMEDIATELY UPON PURCHASE OF A WITHDRAWING PARTNER'S INTEREST, THE PARTNERSHIP WILL PREPARE, FILE, SERVE, AND PUBLISH ALL NOTICES REQUIRED BY LAW TO PROTECT THE WITHDRAWING PARTNER

FROM LIABILITY FOR FUTURE PARTNERSHIP OBLIGATIONS. WHERE THE REMAINING PARTNERS HAVE PURCHASED THE INTEREST OF A DISSOCIATED PARTNER, THE PURCHASE

AMOUNT WILL BE PAID IN FULL, BUT WITHOUT INTEREST, WITHIN 90 DAYS OF THE DATE OF WITHDRAWAL. THE PARTNERSHIP WILL RETAIN EXCLUSIVE RIGHTS TO USE OF

THE TRADE NAME AND FIRM NAME AND ALL RELATED BRAND AND MODEL NAMES OF THE

PARTNERSHIP.

IN THE EVENT THE REMAINING PARTNERS ARE UNWILLING OR UNABLE TO PURCHASE THE

INTEREST OF THE DISSOCIATED PARTNER DUE TO A VOLUNTARY OR INVOLUNTARY WITHDRAWAL FROM THE PARTNERSHIP OR WHERE THE WITHDRAWAL OF A PARTNER

RESULTS IN ONLY ONE PARTNER REMAINING THEN THE PARTNERSHIP WILL PROCEED IN

A REASONABLE AND TIMELY MANNER TO DISSOLVE THE PARTNERSHIP, WITH ALL DEBTS

BEING PAID FIRST, PRIOR TO ANY DISTRIBUTION OF THE REMAINING FUNDS.

VALUATION AND DISTRIBUTION WILL BE DETERMINED AS DESCRIBED IN THE VALUATION

OF INTEREST SECTION OF THIS AGREEMENT.

THE REMAINING PARTNERS RETAIN THE RIGHT TO SEEK DAMAGES FROM A DISSOCIATED

PARTNER WHERE THE DISSOCIATION RESULTED FROM A MALICIOUS OR CRIMINAL ACT BY THE DISSOCIATED PARTNER OR WHERE THE DISSOCIATED PARTNER HAD BREACHED THEIR FIDUCIARY DUTY TO THE PARTNERSHIP OR WAS IN BREACH OF THIS AGREEMENT OR HAD ACTED IN A WAY THAT COULD REASONABLY BE FORESEEN TO BRING HARM OR DAMAGE TO THE PARTNERSHIP OR TO THE REPUTATION OF THE PARTNERSHIP.

DISSOLUTION

THE PARTNERSHIP MAY BE DISSOLVED ONLY WITH THE UNANIMOUS CONSENT OF THE PARTNERS.

DISTRIBUTION OF PROPERTY ON DISSOLUTION OF PARTNERSHIP

UPON DISSOLUTION OF THE PARTNERSHIP AND LIQUIDATION OF PARTNERSHIP PROPERTY, AND AFTER PAYMENT OF ALL SELLING COSTS AND EXPENSES, THE LIQUIDATOR WILL DISTRIBUTE THE PARTNERSHIP ASSETS TO THE FOLLOWING GROUPS

ACCORDING TO THE FOLLOWING ORDER OF PRIORITY:

IN SATISFACTION OF LIABILITIES TO CREDITORS EXCEPT PARTNERSHIP OBLIGATIONS

TO CURRENT PARTNERS;

IN SATISFACTION OF PARTNERSHIP OBLIGATIONS TO CURRENT PARTNERS TO PAY DEBTS; AND

TO THE PARTNERS IN PROPORTION TO THEIR RESPECTIVE PROFIT AND LOSS SHARING

RATIOS.

THE CLAIMS OF EACH PRIORITY GROUP WILL BE SATISFIED IN FULL BEFORE SATISFYING ANY CLAIMS OF A LOWER PRIORITY GROUP. ANY EXCESS OF PARTNERSHIP

ASSETS AFTER LIABILITIES OR ANY INSUFFICIENCY IN PARTNERSHIP ASSETS IN RESOLVING LIABILITIES UNDER THIS SECTION WILL BE RESOLVED BY THE PARTNERS IN PROPORTION TO THE RESPECTIVE PROFIT AND LOSS SHARING RATIOS OF EACH PARTNER AS SET OUT IN THIS AGREEMENT.

VALUATION OF INTEREST

IN THE ABSENCE OF A WRITTEN AGREEMENT SETTING A VALUE, THE VALUE OF THE PARTNERSHIP WILL BE BASED ON THE FAIR MARKET VALUE APPRAISAL OF ALL PARTNERSHIP ASSETS (LESS LIABILITIES) DETERMINED IN ACCORDANCE WITH GENERALLY ACCEPTED ACCOUNTING PROCEDURES. THIS APPRAISAL WILL BE CONDUCTED

BY AN INDEPENDENT ACCOUNTING FIRM AGREED TO BY ALL PARTNERS. AN APPRAISER

WILL BE APPOINTED WITHIN A REASONABLE PERIOD OF THE DATE OF WITHDRAWAL OR

DISSOLUTION. THE RESULTS OF THE APPRAISAL WILL BE BINDING ON ALL PARTNERS.

A WITHDRAWING PARTNER'S INTEREST WILL BE BASED ON THE PROPORTION OF THEIR

RESPECTIVE PROFIT AND LOSS SHARING RATIO LESS ANY OUTSTANDING LIABILITIES

THE WITHDRAWING PARTNER MAY HAVE TO THE PARTNERSHIP. THE INTENT OF THIS SECTION IS TO ENSURE THE SURVIVAL OF THE PARTNERSHIP DESPITE THE

WITHDRAWAL

OF ANY INDIVIDUAL PARTNER.

NO ALLOWANCE WILL BE MADE FOR GOODWILL, TRADE NAME, PATENTS OR OTHER INTANGIBLE ASSETS, EXCEPT WHERE THOSE ASSETS HAVE BEEN REFLECTED ON THE PARTNERSHIP BOOKS IMMEDIATELY PRIOR TO VALUATION.

GOODWILL

THE GOODWILL OF THE PARTNERSHIP BUSINESS WILL BE ASSESSED AT AN AMOUNT TO

BE DETERMINED BY APPRAISAL USING GENERALLY ACCEPTED ACCOUNTING PROCEDURES.

TITLE TO PARTNERSHIP PROPERTY

TITLE TO ALL PARTNERSHIP PROPERTY WILL REMAIN IN THE NAME OF THE PARTNERSHIP. NO PARTNER OR GROUP OF PARTNERS WILL HAVE ANY OWNERSHIP INTEREST IN SUCH PARTNERSHIP PROPERTY IN WHOLE OR IN PART.

VOTING

ANY VOTE REQUIRED WILL BE ASSESSED WHERE EACH PARTNER RECEIVES ONE VOTE

CARRYING EQUAL WEIGHT.

FORCE MAJEURE

A PARTNER WILL BE FREE OF LIABILITY TO THE PARTNERSHIP WHERE THE PARTNER IS

PREVENTED FROM EXECUTING THEIR OBLIGATIONS UNDER THIS AGREEMENT IN WHOLE OR

IN PART DUE TO FORCE MAJEURE, SUCH AS EARTHQUAKE, TYPHOON, FLOOD, FIRE, AND

WAR OR ANY OTHER UNFORESEEN AND UNCONTROLLABLE EVENT WHERE THE PARTNER HAS

COMMUNICATED THE CIRCUMSTANCE OF SAID EVENT TO ANY AND ALL OTHER PARTNERS

AND TAKEN ANY AND ALL APPROPRIATE ACTION TO MITIGATE SAID EVENT.

DUTY OF LOYALTY

NO PARTNER WILL ENGAGE IN ANY BUSINESS, VENTURE OR TRANSACTION, WHETHER

DIRECTLY OR INDIRECTLY, THAT MIGHT BE COMPETITIVE WITH THE BUSINESS OF THE

PARTNERSHIP OR THAT WOULD BE IN DIRECT CONFLICT OF INTEREST TO THE PARTNERSHIP. ANY POTENTIAL CONFLICTS OF INTEREST WILL BE DEEMED AN

INVOLUNTARY WITHDRAWAL OF THE OFFENDING PARTNER AND MAY BE TREATED ACCORDINGLY BY THE REMAINING PARTNERS. A WITHDRAWING PARTNER WILL NOT

CARRY

ON A SIMILAR BUSINESS TO THE BUSINESS OF THE PARTNERSHIP WITHIN ANY ESTABLISHED OR CONTEMPLATED MARKET REGIONS OF THE PARTNERSHIP FOR A

PERIOD

OF AT LEAST ONE (1) YEAR AFTER THE DATE OF WITHDRAWAL.

DUTY OF ACCOUNTABILITY FOR PRIVATE PROFITS

EACH PARTNER MUST ACCOUNT TO THE PARTNERSHIP FOR ANY BENEFIT DERIVED BY

THAT PARTNER WITHOUT THE CONSENT OF THE OTHER PARTNERS FROM ANY TRANSACTION

CONCERNING THE PARTNERSHIP OR ANY USE BY THAT PARTNER OF THE PARTNERSHIP

PROPERTY, NAME OR BUSINESS CONNECTION. THIS DUTY CONTINUES TO APPLY TO

ANY

TRANSACTIONS UNDERTAKEN AFTER THE PARTNERSHIP HAS BEEN DISSOLVED BUT BEFORE

THE AFFAIRS OF THE PARTNERSHIP HAVE BEEN COMPLETELY WOUND UP BY THE SURVIVING PARTNER OR PARTNERS OR THEIR AGENT OR AGENTS.

DUTY TO DEVOTE TIME

EACH PARTNER WILL DEVOTE SUCH TIME AND ATTENTION TO THE BUSINESS OF THE PARTNERSHIP AS THE MAJORITY OF THE PARTNERS WILL FROM TIME TO TIME REASONABLY DETERMINE FOR THE CONDUCT OF THE PARTNERSHIP BUSINESS.

ACTIONS REQUIRING UNANIMOUS CONSENT OF THE PARTNERS

THE FOLLOWING LIST OF ACTIONS WILL REQUIRE THE UNANIMOUS CONSENT OF ALL

PARTNERS:

COMMITTING THE PARTNERSHIP TO TOTAL LIABILITIES OR OBLIGATIONS OVER \$5,000.00 USD;

INCURRING SINGLE EXPENDITURES THAT EXCEED \$1,000.00 USD;

SELLING OR ENCUMBERING OF ANY PARTNERSHIP ASSET WHOSE FAIR MARKET VALUE

EXCEEDS \$1,000.00 USD;

WAIVING OR RELEASING ANY PARTNERSHIP CLAIM EXCEPT FOR FULL CONSIDERATION;

POSSESSING PARTNERSHIP PROPERTY, OR ASSIGNING PROPERTY RIGHTS OF PARTNERSHIP PROPERTY, FOR OTHER THAN A PARTNERSHIP PURPOSE;

ENDANGERING THE OWNERSHIP OR POSSESSION OF PARTNERSHIP PROPERTY; AND ASSIGNING CHECK SIGNING AUTHORITY.

ANY LOSSES INCURRED AS A RESULT OF A VIOLATION OF THIS SECTION WILL BE CHARGED TO AND COLLECTED FROM THE INDIVIDUAL PARTNER INCURRING THE LOSS.

FORBIDDEN ACTS

NO PARTNER MAY DO ANY ACT IN CONTRAVENTION OF THIS AGREEMENT.

NO PARTNER MAY PERMIT, INTENTIONALLY OR UNINTENTIONALLY, THE ASSIGNMENT OF

EXPRESS, IMPLIED OR APPARENT AUTHORITY TO A THIRD PARTY THAT IS NOT A PARTNER IN THE PARTNERSHIP.

NO PARTNER MAY DO ANY ACT THAT WOULD MAKE IT IMPOSSIBLE TO CARRY ON THE

ORDINARY BUSINESS OF THE PARTNERSHIP.

NO PARTNER MAY CONFESS A JUDGMENT AGAINST THE PARTNERSHIP.

NO PARTNER WILL HAVE THE RIGHT OR AUTHORITY TO BIND OR OBLIGATE THE PARTNERSHIP TO ANY EXTENT WITH REGARD TO ANY MATTER OUTSIDE THE INTENDED

PURPOSE OF THE PARTNERSHIP.

ANY VIOLATION OF THE ABOVE FORBIDDEN ACTS WILL BE DEEMED AN INVOLUNTARY

WITHDRAWAL OF THE OFFENDING PARTNER AND MAY BE TREATED ACCORDINGLY BY THE

REMAINING PARTNERS.

INDEMNIFICATION

ALL PARTNERS WILL BE INDEMNIFIED AND HELD HARMLESS BY THE PARTNERSHIP FROM

AND AGAINST ANY AND ALL CLAIMS OF ANY NATURE, WHATSOEVER, ARISING OUT OF A

PARTNER'S PARTICIPATION IN PARTNERSHIP AFFAIRS. A PARTNER WILL NOT BE ENTITLED TO INDEMNIFICATION UNDER THIS SECTION FOR LIABILITY ARISING OUT OF

GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTNER OR THE BREACH BY THE

PARTNER OF ANY PROVISIONS OF THIS AGREEMENT. LIABILITY

A PARTNER WILL NOT BE LIABLE TO THE PARTNERSHIP, OR TO ANY OTHER PARTNER, FOR ANY MISTAKE OR ERROR IN JUDGMENT OR FOR ANY ACT OR OMISSION DONE IN

GOOD FAITH AND BELIEVED TO BE WITHIN THE SCOPE OF AUTHORITY CONFERRED OR

IMPLIED BY THIS AGREEMENT OR THE PARTNERSHIP.

LIABILITY INSURANCE

THE PARTNERSHIP MAY ACQUIRE INSURANCE ON BEHALF OF ANY PARTNER, EMPLOYEE,

AGENT OR OTHER PERSON ENGAGED IN THE BUSINESS INTEREST OF THE PARTNERSHIP

AGAINST ANY LIABILITY ASSERTED AGAINST THEM OR INCURRED BY THEM WHILE ACTING IN GOOD FAITH ON BEHALF OF THE PARTNERSHIP.

LIFE INSURANCE

THE PARTNERSHIP WILL HAVE THE RIGHT TO ACQUIRE LIFE INSURANCE ON THE LIVES

OF ANY OR ALL OF THE PARTNERS, WHENEVER IT IS DEEMED NECESSARY BY THE PARTNERSHIP. EACH PARTNER WILL COOPERATE FULLY WITH THE PARTNERSHIP IN OBTAINING ANY SUCH POLICIES OF LIFE INSURANCE.

AMENDMENTS

THIS AGREEMENT MAY NOT BE AMENDED IN WHOLE OR IN PART WITHOUT THE UNANIMOUS

WRITTEN CONSENT OF ALL PARTNERS.

JURISDICTION

THE PARTNERS SUBMIT TO THE JURISDICTION OF THE COURTS OF THE STATE OF RHODE

ISLAND FOR THE ENFORCEMENT OF THIS AGREEMENT OR ANY ARBITRATION AWARD OR

DECISION ARISING FROM THIS AGREEMENT.

MEDIATION AND ARBITRATION

IN THE EVENT A DISPUTE ARISES OUT OF OR IN CONNECTION WITH THIS AGREEMENT,

THE PARTIES WILL ATTEMPT TO RESOLVE THE DISPUTE THROUGH FRIENDLY CONSULTATION.

IF THE DISPUTE IS NOT RESOLVED WITHIN A REASONABLE PERIOD THEN ANY OR ALL

OUTSTANDING ISSUES MAY BE SUBMITTED TO MEDIATION IN ACCORDANCE WITH ANY

STATUTORY RULES OF MEDIATION. IF MEDIATION IS NOT SUCCESSFUL IN RESOLVING

THE ENTIRE DISPUTE OR IS UNAVAILABLE, ANY OUTSTANDING ISSUES WILL BE SUBMITTED TO FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE LAWS OF

THE STATE OF RHODE ISLAND. THE ARBITRATOR'S AWARD WILL BE FINAL, AND JUDGMENT MAY BE ENTERED UPON IT BY ANY COURT HAVING JURISDICTION

WITHIN THE  
STATE OF RHODE ISLAND.

DEFINITIONS

FOR THE PURPOSE OF THIS AGREEMENT, THE FOLLOWING TERMS ARE DEFINED AS  
FOLLOWS:

"ADDITIONAL CAPITAL CONTRIBUTIONS" MEANS CAPITAL CONTRIBUTIONS, OTHER  
THAN

INITIAL CAPITAL CONTRIBUTIONS, MADE BY PARTNERS TO THE PARTNERSHIP.

"CAPITAL CONTRIBUTION" MEANS THE TOTAL AMOUNT OF CASH OR PROPERTY  
CONTRIBUTED TO THE PARTNERSHIP BY ANY ONE PARTNER.

"INITIAL CAPITAL CONTRIBUTION" MEANS CAPITAL CONTRIBUTIONS MADE BY ANY  
PARTNER TO ACQUIRE AN INTEREST IN THE PARTNERSHIP.

"OPERATION OF LAW" MEANS RIGHTS OR DUTIES THAT ARE CAST UPON A PARTY BY  
THE

LAW, WITHOUT ANY ACT OR AGREEMENT ON THE PART OF THE INDIVIDUAL  
INCLUDING,

BUT NOT LIMITED TO, AN ASSIGNMENT FOR THE BENEFIT OF CREDITORS, A DIVORCE,

OR A BANKRUPTCY.

ADDITIONAL TERMS

IN THE EVENT OF THE DEATH OF EITHER PARTNER, THE WILL OF THE DECEASED  
PARTNER SHALL TAKE PRECEDENCE. HOWEVER, THE DECEASED PARTNERS STAKE IN  
THE

PARTNERSHIP MUST BE TRANSFERRED EITHER TO A DIRECT FAMILY MEMBER OR TO  
ANOTHER MEMBER OF THE PARTNERSHIP. IF NO MEMBER OF THE PARTNERSHIP OR  
DIRECT FAMILY MEMBER WISHES TO RECEIVE THE DECEASED PARTNERS STAKE, IT  
MUST

BE SOLD TO A THIRD PARTY. ANY PROFITS OF THE SALE MUST BE TRANSFERRED IN  
ACCORDANCE WITH THE WILL.

IF AT ANY TIME A PARTNER WISHES TO SELL HIS STAKE IN THE PARTNERSHIP,  
HE MUST FIRST CONSIDER SALE TO OTHER MEMBERS OF THE PARTNERSHIP BEFORE

A

THIRD PARTY. THE OTHER MEMBERS OF THE PARTNERSHIP HAVE FORTY FIVE DAYS  
TO

CONSIDER THE TERMS OF THE SALE, AFTER WHICH TIME THE SELLING MEMBER OF  
THE

PARTNERSHIP MAY SEEK SALE TO A THIRD PARTY.

MISCELLANEOUS

TIME IS OF THE ESSENCE IN THIS AGREEMENT.

THIS AGREEMENT MAY BE EXECUTED IN COUNTERPARTS.

HEADINGS ARE INSERTED FOR THE CONVENIENCE OF THE PARTIES ONLY AND ARE  
NOT

TO BE CONSIDERED WHEN INTERPRETING THIS AGREEMENT. WORDS IN THE  
SINGULAR

MEAN AND INCLUDE THE PLURAL AND VICE VERSA. WORDS IN THE MASCULINE  
GENDER

INCLUDE THE FEMININE GENDER AND VICE VERSA. WORDS IN THE NEUTER GENDER

INCLUDE THE MASCULINE GENDER AND THE FEMININE GENDER AND VICE VERSA.

IF ANY TERM, COVENANT, CONDITION OR PROVISION OF THIS AGREEMENT IS HELD  
BY

A COURT OF COMPETENT JURISDICTION TO BE INVALID, VOID OR UNENFORCEABLE,  
IT

IS THE PARTIES' INTENT THAT SUCH PROVISION BE REDUCED IN SCOPE BY THE COURT ONLY TO THE EXTENT DEEMED NECESSARY BY THAT COURT TO RENDER THE PROVISION REASONABLE AND ENFORCEABLE AND THE REMAINDER OF THE PROVISIONS OF THIS AGREEMENT WILL IN NO WAY BE AFFECTED, IMPAIRED OR INVALIDATED AS A RESULT. THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES. ALL NEGOTIATIONS AND UNDERSTANDINGS HAVE BEEN INCLUDED IN THIS AGREEMENT. STATEMENTS OR REPRESENTATIONS WHICH MAY HAVE BEEN MADE BY ANY PARTY TO THIS AGREEMENT IN THE NEGOTIATION STAGES OF THIS AGREEMENT MAY IN SOME WAY BE INCONSISTENT WITH THIS FINAL WRITTEN AGREEMENT. ALL SUCH STATEMENTS ARE DECLARED TO BE OF NO VALUE IN THIS AGREEMENT. ONLY THE WRITTEN TERMS OF THIS AGREEMENT WILL BIND THE PARTIES. THIS AGREEMENT AND THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT APPLY TO AND ARE BINDING UPON THE PARTNER'S SUCCESSORS, ASSIGNS, EXECUTORS, ADMINISTRATORS, BENEFICIARIES, AND REPRESENTATIVES. ANY NOTICES OR DELIVERY REQUIRED HERE WILL BE DEEMED COMPLETED WHEN HAND-DELIVERED, DELIVERED BY AGENT, OR SEVEN (7) DAYS AFTER BEING PLACED IN THE POST, POSTAGE PREPAID, TO THE PARTIES AT THE ADDRESSES CONTAINED IN THIS AGREEMENT OR AS THE PARTIES MAY LATER DESIGNATE IN WRITING. ALL OF THE RIGHTS, REMEDIES AND BENEFITS PROVIDED BY THIS AGREEMENT WILL BE CUMULATIVE AND WILL NOT BE EXCLUSIVE OF ANY OTHER SUCH RIGHTS, REMEDIES AND BENEFITS ALLOWED BY LAW.

**ARTICLE VII**

The limited liability company is to be managed by its  Members or  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: 06/01/2012

*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 17 Day of May, 2012 at 10:54:45 PM by the Authorized Person.**

DYLAN K. GREGORY

**Address of Authorized Signer:**

45 WASHINGTON STREET  
SOUTH KINGSTOWN, RI 02879

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*

