



**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: LK Meyer 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: 650 GEORGE WASHINGTON HWY.
STE. 201

City or Town: LINCOLN

State: RI

Zip: 02865

The name of the resident agent at such address is: ALEXANDER J. RAHEB, ESQ.

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: 97 JOHNSON STREET

City or Town: PROVIDENCE

State: RI

Zip: 02905

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:

1. A MANAGER OF THE LIMITED LIABILITY COMPANY SHALL NOT BE
PERSONALLY LIABLE

TO THE LIMITED LIABILITY COMPANY OR TO ITS MEMBERS FOR MONETARY DAMAGES
FOR
BREACH OF ANY DUTY PROVIDED FOR IN SECTION 17 OF THE RHODE ISLAND LIMITED
LIABILITY ACT, AS MAY HEREAFTER BE AMENDED (THE "ACT"), EXCEPT FOR (I)
LIABILITY
FOR BREACH OF THE MANAGER'S DUTY OF LOYALTY TO THE LIMITED LIABILITY COMPANY OR
ITS MEMBERS, (II) LIABILITY FOR ACTS OR OMISSIONS NOT IN GOOD FAITH OR WHICH
INVOLVE INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF LAW, (III)
LIABILITY
IMPOSED PURSUANT TO THE PROVISIONS OF SECTION 32 OF THE ACT, OR (IV)
LIABILITY
FOR ANY TRANSACTION FROM WHICH THE MANAGER DERIVED AN IMPROPER PERSONAL
BENEFIT,
UNLESS SAID TRANSACTION WAS WITH THE INFORMED CONSENT OF THE MEMBERS
OR
A
MAJORITY OF THE DISINTERESTED MANAGERS.

2. (A) THE MEMBERS OF THE LIMITED LIABILITY COMPANY MAY INCLUDE PROVISIONS
IN THE LIMITED LIABILITY COMPANY'S OPERATING AGREEMENT, OR THE MANAGERS
MAY
AUTHORIZE AGREEMENTS TO BE ENTERED INTO WITH EACH MEMBER, MANAGER,
AGENT OR
EMPLOYEE, PAST OR PRESENT, OF THE LIMITED LIABILITY COMPANY (AN
"INDEMNIFIED
PERSON"), FOR THE PURPOSE OF INDEMNIFYING AN INDEMNIFIED PERSON IN THE
MANNER AND
TO THE EXTENT PERMITTED BY THE ACT.

(B) IN ADDITION TO THE AUTHORITY CONFERRED UPON THE
MEMBERS AND
MANAGERS OF THE LIMITED LIABILITY COMPANY BY THE FOREGOING PARAGRAPH
(A), THE
MEMBERS OF THE LIMITED LIABILITY COMPANY MAY INCLUDE PROVISIONS IN THE
OPERATING
AGREEMENT, OR THE MANAGERS MAY AUTHORIZE AGREEMENTS TO BE ENTERED
INTO
WITH EACH
INDEMNIFIED PERSON, FOR THE PURPOSE OF INDEMNIFYING SUCH PERSON IN THE
MANNER AND
TO THE EXTENT PROVIDED HEREIN:

(I) THE OPERATING AGREEMENT PROVISIONS OR AGREEMENTS
AUTHORIZED HEREBY
MAY PROVIDE THAT THE LIMITED LIABILITY COMPANY SHALL, SUBJECT TO THE
PROVISIONS
OF THIS ARTICLE SIXTH II(B), PAY, ON BEHALF OF AN INDEMNIFIED PERSON

ANY LOSS OR
EXPENSES ARISING FROM ANY CLAIM OR CLAIMS WHICH ARE MADE AGAINST THE
INDEMNIFIED
PERSON (WHETHER INDIVIDUALLY OR JOINTLY WITH OTHER INDEMNIFIED
PERSONS)
BY REASON
OF ANY COVERED ACT OF THE INDEMNIFIED PERSON.

(II) FOR THE PURPOSES OF THIS ARTICLE SIXTH 2(B), WHEN USED
HEREIN

(1) "MANAGER(S)" MEANS ANY OR ALL OF THE MANAGERS OF THE
LIMITED
LIABILITY COMPANY OR THOSE ONE OR MORE MEMBERS OR OTHER PERSONS WHO
ARE
EXERCISING ANY POWERS NORMALLY VESTED IN THE MANAGERS'

(2) "LOSS" MEANS ANY AMOUNT WHICH AN INDEMNIFIED PERSON IS
LEGALLY
OBLIGATED TO PAY FOR ANY CLAIM FOR COVERED ACTS AND SHALL INCLUDE,
WITHOUT BEING
LIMITED TO, DAMAGES, SETTLEMENTS, FINES, PENALTIES OR, WITH RESPECT TO
EMPLOYEE
BENEFIT PLANS, EXCISE TAXES;

(3) "EXPENSES" MEANS ANY EXPENSES INCURRED IN CONNECTION WITH
THE
DEFENSE AGAINST ANY CLAIM FOR COVERED ACTS, INCLUDING, WITHOUT BEING
LIMITED TO,
LEGAL, ACCOUNTING OR INVESTIGATIVE FEES AND EXPENSES OR BONDS
NECESSARY
TO PURSUE
AN APPEAL OF AN ADVERSE JUDGMENT; AND

(4) "COVERED ACT" MEANS ANY ACT OR OMISSION BY THE INDEMNIFIED
PERSON IN
THE INDEMNIFIED PERSON'S OFFICIAL CAPACITY WITH THE LIMITED LIABILITY
COMPANY AND
WHILE SERVING AS SUCH OR WHILE SERVING AT THE REQUEST OF THE LIMITED
LIABILITY
COMPANY AS A MEMBER OF THE GOVERNING BODY, MANAGER, OFFICER,
EMPLOYEE
OR AGENT OF
ANOTHER LIMITED COMPANY, CORPORATION, PARTNERSHIP, JOINT VENTURE,
TRUST, OTHER
ENTITY OR ENTERPRISE, INCLUDING, BUT NOT LIMITED TO ANY ENTITIES AND
ENTERPRISES
WHICH ARE SUBSIDIARIES OR AFFILIATES OF THE LIMITED LIABILITY COMPANY,
OR
EMPLOYEE BENEFIT PLAN.

(III) THE OPERATING AGREEMENT PROVISIONS OR AGREEMENTS
AUTHORIZED HEREBY
MAY COVER LOSS OR EXPENSES ARISING FROM ANY CLAIMS MADE AGAINST A

RETIRED

INDEMNIFIED PERSON, THE ESTATE, HEIRS OR LEGAL REPRESENTATIVE OF A DECEASED

INDEMNIFIED PERSON OR THE LEGAL REPRESENTATIVE OF AN INCOMPETENT, INSOLVENT OR

BANKRUPT INDEMNIFIED PERSON, WHERE THE INDEMNIFIED PERSON WAS AN INDEMNIFIED

PERSON AT THE TIME THE COVERED ACT UPON WHICH SUCH CLAIMS ARE BASED OCCURRED.

(IV) ANY OPERATING AGREEMENT PROVISIONS OR AGREEMENTS

AUTHORIZED HEREBY

MAY PROVIDE FOR THE ADVANCEMENT OF EXPENSES TO AN INDEMNIFIED PERSON PRIOR TO THE

FINAL DISPOSITION OF ANY ACTION, SUIT OR PROCEEDING, OR ANY APPEAL THEREFROM,

INVOLVING SUCH INDEMNIFIED PERSON AND BASED ON THE ALLEGED COMMISSION

BY SUCH

INDEMNIFIED PERSON OF A COVERED ACT, SUBJECT TO AN UNDERTAKING BY OR ON

BEHALF OF

SUCH INDEMNIFIED PERSON TO REPAY THE SAME TO THE LIMITED LIABILITY COMPANY OF THE

COVERED ACT INVOLVES A CLAIM FOR WHICH INDEMNIFICATION IS NOT PERMITTED

UNDER

CLAUSE (V), BELOW, AND THE FINAL DISPOSITION OF SUCH ACTION, SUIT, PROCEEDING OR

APPEAL RESULTS IN AN ADJUDICATION ADVERSE TO SUCH INDEMNIFIED PERSON.

(V) THE OPERATING AGREEMENT PROVISIONS OR AGREEMENTS

AUTHORIZED HEREBY

MAY NOT INDEMNIFY AN INDEMNIFIED PERSON FROM AND AGAINST ANY LOSS, AND

THE

LIMITED LIABILITY COMPANY SHALL NOT REIMBURSE FOR ANY EXPENSES, IN CONNECTION

WITH ANY CLAIM OR CLAIMS MADE AGAINST AN INDEMNIFIED PERSON WHICH THE LIMITED

LIABILITY COMPANY HAS DETERMINED TO HAVE RESULTED FROM: (1) ANY BREACH OF THE

INDEMNIFIED PERSON'S DUTY OF LOYALTY TO THE LIMITED LIABILITY COMPANY OR ITS

MEMBERS; (2) ACTS OR OMISSIONS NOT IN GOOD FAITH OR WHICH INVOLVE INTENTIONAL

MISCONDUCT OR KNOWING VIOLATION OF LAW; (3) ACTION CONTRAVENING SECTION

17 OF THE

ACT; OR (4) A TRANSACTION FROM WHICH THE PERSON SEEKING INDEMNIFICATION

DERIVED

AN IMPROPER PERSONAL BENEFIT, UNLESS SAID TRANSACTION WAS WITH THE INFORMED

CONSENT OF THE MEMBERS OR A MAJORITY OF THE DISINTERESTED MANAGERS.

ARTICLE VII

The limited liability company is to be managed by its X 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	Address
	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code, Country

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 20 Day of May, 2015 at 4:01:15 PM by the Authorized Person.

ALEXANDER J. RAHEB, ESQ.

Address of Authorized Signer:

650 GEORGE WASHINGTON HWY.
STE. 201

Form No. 400
Revised 09/07

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