



**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: NYLA, 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: 10 DORRANCE STREET  
SUITE 530

City or Town: PROVIDENCE

State: RI

Zip: 02903

The name of the resident agent at such address is: BRUCE A. WOLPERT, 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: 10 DORRANCE STREET  
SUITE 530

City or Town: PROVIDENCE

State: RI

Zip: 02903

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:

A. 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 R.I.G.L.  
SECTION  
7-16-17 (1956 EDITION, AS AMENDED) AS SET FORTH UNDER THE RHODE ISLAND  
LIMITED LIABILITY COMPANY ACT, AS MAY HEREAFTER BE AMENDED (THE "ACT"),  
EXCEPT FOR (1) LIABILITY FOR BREACH OF THE MANAGER'S DUTY OF LOYALTY TO  
THE LIMITED LIABILITY COMPANY OR ITS MEMBERS, (2) LIABILITY FOR ACTS OR  
OMISSIONS NOT IN GOOD FAITH OR WHICH INVOLVE INTENTIONAL MISCONDUCT  
OR A  
KNOWING VIOLATION OF LAW, (3) LIABILITY IMPOSED PURSUANT TO THE  
PROVISION  
OF R.I.G.L. SECTION 7-16-32 (1956 EDITION, AS AMENDED) OR (4) 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.

B. (1) THE MEMBERS OF THE LIMITED LIABILITY COMPANY MAY  
INCLUDE PROVISION IN THE LIMITED LIABILITY COMPANY'S OPERATING  
AGREEMENT,  
IF ANY, OR THE MANAGERS, IF ANY, 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 TO THE EXTENT  
PERMITTED  
BY THE ACT.

(2) IN ADDITION TO THE AUTHORITY CONFERRED UPON THE  
MEMBERS AND MANAGERS OF THE LIMITED LIABILITY COMPANY BY THE  
FOREGOING  
PARAGRAPH (1), THE MEMBERS OF THE LIMITED LIABILITY COMPANY MAY INCLUDE  
PROVISIONS IN THE OPERATING AGREEMENT, IF ANY, OR THE MANAGERS, MAY  
AUTHORIZE AGREEMENTS TO BE ENTERED INTO WITH EACH INDEMNIFIED PERSON,  
FOR  
THE PURPOSE OF INDEMNIFYING SUCH PERSON AND TO THE EXTENT PROVIDED  
HEREIN:

(A) ANY OPERATING AGREEMENT PROVISIONS OR  
AGREEMENTS AUTHORIZED HEREBY MAY PROVIDE THAT THE LIMITED LIABILITY  
COMPANY SHALL, SUBJECT TO THE PROVISIONS OF THIS ARTICLE VI B (2), 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.

(B) FOR THE PURPOSES OF THIS ARTICLE VI B (2),  
WHEN USED HEREIN, THE FOLLOWING ARE DEFINED AS FOLLOWS:

(I) "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;

(II) "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;

(III) "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

(IV) "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 LIABILITY 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.

(C) ANY 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.

(D) 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 IF THE COVERED

ACT INVOLVES A CLAIM FOR WHICH INDEMNIFICATION IS NOT PERMITTED UNDER CLAUSE (E), BELOW, AND THE FINAL DISPOSITION OF SUCH ACTION, SUIT, PROCEEDING OR APPEAL RESULTS IN AN ADJUDICATION ADVERSE TO SUCH INDEMNIFIED PERSON.

(E) ANY 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: (I) ANY BREACH OF THE INDEMNIFIED PERSON’S DUTY OF LOYALTY TO THE LIMITED LIABILITY COMPANY OR ITS MEMBERS; (II) ACTS OR OMISSIONS NOT IN GOOD FAITH OR WHICH INVOLVE INTENTIONAL MISCONDUCT OR KNOWING VIOLATION OF LAW; (III) ACTION CONTRAVENING SECTION 7-16-17 OF THE ACT; OR (IV) A TRANSACTION FROM WHICH THE PERSON SEEKING INDEMNIFICATION DERIVED AN IMPROPER PERSONAL BENEFIT.

**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 13 Day of March, 2017 at 12:22:49 PM by the Authorized Person.**

JUDITH A. JAVERY

**Address of Authorized Signer:**  
WOLPERT & ASSOCIATES, INC.  
10 DORRANCE STREET  
SUITE 530  
PROVIDENCE, RI 02903

Form No. 400  
Revised 09/07

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State of Rhode Island and Providence Plantations  
**Department of State | Office of the Secretary of State**  
**Nellie M. Gorbea**, *Secretary of State*

I, NELLIE M. GORBEA, 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:

March 13, 2017 12:18 PM

The signature is written in a cursive, flowing style in blue ink. It appears to read "Nellie M. Gorbea".

Nellie M. Gorbea  
*Secretary of State*

