



State of Rhode Island and Providence Plantations
Department of State - Business Services Division

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 BUS SVCS DIV
 2017 APR 10 AM 8:52

Articles of Organization

DOMESTIC Limited Liability Company

→ Filing Fee: \$150.00

Pursuant to the provisions of RIGL 7-16, the following Articles of Organization are adopted for the limited liability company to be organized hereby:

1. The name of the limited liability company is:		
John Schwegler's Plumbing Solutions, LLC		
2. The name and address of the initial resident agent/office in Rhode Island is:		
Name Peter J. Hopkins		
Street Address (NOT a P.O. Box) 191 Social Street, Suite 280		
City/Town Woonsocket	State RHODE ISLAND	Zip Code 02895
3. 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):		
☐ partnership or ☐ a corporation or ☒ disregarded as an entity separate from its member		
4. The address of the principal office of the limited liability company if it is determined at the time of organization:		
Street Address 23 Lorraine Avenue		
City/Town North Smithfield	State Rhode Island	Zip Code 02896
5. The limited liability company has the purpose of engaging in any lawful business, and shall have perpetual existence until dissolved or terminated in accordance with RIGL 7-16, unless a more limited purpose or duration is set forth in Section 6 of these Articles of Organization.		

FILED

APR 10 2017

BY CK 300428

8:52

MAIL TO:

Division of Business Services

148 W. River Street, Providence, Rhode Island 02904-2615

Phone: (401) 222-3040

Website: www.sos.ri.gov

6. Additional provisions, if any, not inconsistent with law, which the member(s) elect to have set forth in these Articles of Organization, including, but not limited to, any limitation of the purpose(s) or duration for which the limited liability company is formed, and any other provision which may be included in an operating agreement:

See attached Exhibit "A"

Check this box to indicate attachment. ☒

7. The Limited Liability Company is to be managed by:

You **MUST** check one box:

☒ Its member(s) (If you have checked this box, skip to Section 8. **Do not** fill out the chart below.)

☐ One (1) or more manager(s) (If the limited liability company has manager(s) at the time of the filing of these Articles of Organization, state the name and address of each manager below.)

MANAGER	ADDRESS

8. Date when these Articles of Organization will be effective: **CHECK ONLY ONE BOX**

☒ Date received (Upon filing)

☐ Later effective date (Date must be no more than 30 days from the day of filing) _____

Under penalty of perjury, I declare and affirm that I have examined these Articles of Organization, including any accompanying attachments, and that all statements contained herein are true and correct.

Name of Authorized Person

John Schwegler

Address

23 Lorraine Avenue

City/Town

North Smithfield

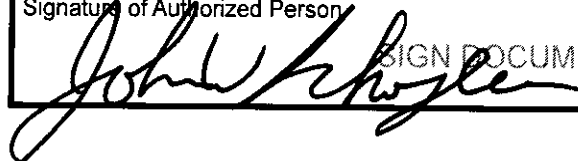
State

Rhode Island

Zip Code

02896

Signature of Authorized Person

 SIGN DOCUMENT HERE

Date

9/7/17

(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 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.

(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 if the Covered Act involves a claim for which indemnification is not permitted under clause (a), 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.

April 7 , 2017

Rhode Island Secretary of State
Corporations Division
148 West River Street
Providence, RI 02904

Re: John Schwegler's Plumbing Solutions, LLC

Gentlemen:

In connection with the proposed organization of John Schwegler's Plumbing Solutions, LLC the undersigned hereby consents and agrees that a limited liability company may organize under that name and may otherwise use that name in the conduct of its business.

Very truly yours,

Schwegler & Sons Plumbing & Heating, Inc.

By William J. Schwegler
William J. Schwegler



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:

April 10, 2017 08:52 AM

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

