



**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: MBH Products, 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: 1226 MENDON ROAD, UNIT #5

City or Town: CUMBERLAND

State: RI

Zip: 02864

The name of the resident agent at such address is: JENNIFER OGILVIE

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: 1226 MENDON ROAD, UNIT #5

City or Town: CUMBERLAND

State: RI Zip: 02864 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:

EXHIBIT A

SIXTH: ADDITIONAL PROVISIONS NOT INCONSISTENT WITH LAW SET FORTH IN
THESE ARTICLES OF

ORGANIZATION:

I. 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
COMPANY 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.

II. (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 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 A COVERED ACT OF THE INDEMNIFIED PERSON.

(II) FOR THE PURPOSES OF THIS ARTICLE SIXTH II (B), WHEN USED HERE IN

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

(4) "COVERED ACT" MEANS ANY ACT OR OMISSION BY 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, AREAS 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 AND INDEMNIFIED PERSON PRIOR TO THE
FINAL DISPOSITION OF
ANY ACTION, SUIT OR PROCEEDING, OR ANY APPEAL THERE FROM, 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 WHICH
INDEMNIFICATION IS NOT PERMITTED UNDER CLAUSE (V), BELOW, AND THE FINAL
DISPOSITION OF SUCH
ACTION, SUIT, PROCEEDINGS OR APPEAL RESULTS IN AN ADJUDICATION ADVERSE
TO SUCH INDEMNIFIED
PERSON.

(V) THE OPERATING AGREEMENT PROVISIONS OR AGREEMENTS AUTHORIZED
HEREBY MAY NOT
INDEMNIFY AND INDEMNIFIED PERSON FROM AND AGAINST ANY LOSS, AND THE
LIMITED LIABILITY
COMPANY SHALL NOT REIMBURSE FOR ANY EXPENSE, AND CONNECTION WITH
ANY CLAIM OR CLAIMS
MADE AGAINST AND INDEMNIFIED PERSON WHICH THE LIMITED LIABILITY
COMPANY HAS DETERMINED
TO HAVE RESULTED FROM: (1) ANY BREACH OF THE INDEMNIFIED PERSON DUTY OF
LOYALTY TO THE
LIMITED LIABILITY COMPANY OR ITS MEMBERS; (2) ASK OR OMISSIONS NOT IN
GOOD FAITH OR WHICH
INVOLVE INTENTIONAL MISCONDUCT OR KNOWING VIOLATION OF THE LAW; (3)
ACTION CONTRAVENING
SECTION 17 OF THE ACT; OR (4) 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: 07/11/2017

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 11 Day of July, 2017 at 3:51:46 PM by the Authorized Person.

SARAH B. OSTER, ESQUIRE

Address of Authorized Signer:

OSTER LAW OFFICES

PO BOX 22003

LINCOLN, RI 02865

Form No. 400
Revised 09/07

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