



**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: COVID RESPONSE SOLUTIONS 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: 48 CONSTITUTION ST
City or Town: BRISTOL State: RI Zip: 02809

The name of the resident agent at such address is: BRIAN LOVETT

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: 48 CONSTITUTION ST
City or Town: BRISTOL State: RI Zip: 02809 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:

OPERATING AGREEMENT

COVID RESPONSE SOLUTIONS LLC

THE UNDERSIGNED, BEING ALL OF THE MEMBERS OF COVID RESPONSE SOLUTIONS LLC, A RHODE ISLAND LIMITED LIABILITY COMPANY (THE "LLC"), DO HEREBY ENTER INTO

THIS OPERATING AGREEMENT, EFFECTIVE AS OF THE MAY 29, 2020.

I.
PLACE OF BUSINESS

THE PRINCIPAL PLACE OF BUSINESS OF THE LLC SHALL BE 48 CONSTITUTION ST BRISTOL RI 02809 OR AT SUCH OTHER ADDRESS AS MAY BE SELECTED BY THE MEMBERS. THE RESIDENT AGENT OF THE LLC SHALL BE BRIAN LOVETT, 48 CONSTITUTION ST, BRISTOL, RI 02809.

II.
DURATION OF THE LLC

THE LLC SHALL COMMENCE UPON THE FILING OF ITS ARTICLES OF ORGANIZATION WITH THE SECRETARY OF THE RHODE ISLAND, AND SHALL HAVE PERPETUAL EXISTENCE UNLESS TERMINATED SOONER BY OPERATION OF LAW OR BY AGREEMENT BETWEEN THE PARTIES.

III.
PURPOSE

THE LLC HAS THE PURPOSE OF SELLING PRODUCTS AND SERVICES RELATED TO COVID AND ENGAGING IN ANY LAWFUL BUSINESS WHICH A LIMITED LIABILITY COMPANY MAY CARRY ON.

IV.
MEMBERS

THE NAMES AND ADDRESSES OF THE MEMBERS OF THE LLC ARE SET FORTH ON SCHEDULE A, ANNEXED HERETO AND MADE A PART HEREOF. ADDITIONAL MEMBERS MAY BE ADDED TO THE COMPOSITION OF THE LLC UPON THE UNANIMOUS CONSENT OF THE MEMBERS. FOR THE PURPOSES OF THIS OPERATING AGREEMENT, THE TERM MEMBER OR MEMBERS, WHETHER IN THE SINGULAR OR PLURAL, SHALL REFER TO THOSE MEMBERS OR A MEMBER, AS THE CASE MAY BE, FROM TIME TO TIME SET FORTH ON SCHEDULE A.

V.
MEMBERSHIP INTERESTS; CAPITAL CONTRIBUTIONS

THE INTEREST OF EACH OF THE MEMBERS IN THE LLC IS SET FORTH ON

SCHEDULE A, ANNEXED

HERETO AND MADE A PART HEREOF. THE AGREED VALUE OF THE INITIAL CAPITAL CONTRIBUTION TO THE LLC ON BEHALF OF EACH MEMBER IS SET FORTH ON SCHEDULE A. THE MEMBERS OF

THE LLC AND

THEIR INTERESTS IN THE PROFITS, LOSSES AND DISTRIBUTIONS FROM THE LLC ARE SET FORTH ON SCHEDULE A.

VI.

ADDITIONAL CAPITAL CONTRIBUTIONS

NO MEMBER SHALL BE REQUIRED TO CONTRIBUTE ADDITIONAL CAPITAL FOR THE OPERATION OF THE LLC WITHOUT HIS OR HER CONSENT.

VII.

DIVISION OF PROFITS, LOSSES, AND DISTRIBUTIONS

ALL PROFITS, LOSSES AND DISTRIBUTIONS OF THE LLC SHALL BE ALLOCATED AMONG THE MEMBERS BASED ON THEIR INTERESTS IN THE LLC AS SET FORTH ON SCHEDULE A.

VIII.

ACTION BY MEMBERS

ANY DECISIONS AND ACTIONS OF THE LLC TO BE TAKEN BY THE MEMBERS SHALL BE DECIDED BY A MAJORITY IN INTEREST OF THE MEMBERS SET FORTH ON SCHEDULE A.

IX.

COMPENSATION OF MEMBERS

NO MEMBER, SOLELY BY REASON OF HIS BEING A MEMBER, SHALL BE SEPARATELY COMPENSATED ON A SALARIED BASIS FOR SERVICES PERFORMED IN CARRYING OUT THE PURPOSE OF THE LLC. THE LLC MAY FROM TIME TO TIME EMPLOY ONE OR MORE MANAGERS OR OTHER REPRESENTATIVES AT A DESIGNATED SALARY.

X.

MANAGEMENT

(A) MANAGEMENT. THE BUSINESS OF THE LLC SHALL BE MANAGED EXCLUSIVELY BY THE MEMBERS

IN THE EVENT OF THE DEATH, RESIGNATION, EXPULSION, INCOMPETENCY, BANKRUPTCY OR DISSOLUTION OF ANY MEMBER OR THE INVOLUNTARY TRANSFER OF A MEMBER'S MEMBERSHIP

INTEREST IN THE LLC (ANY OF SUCH EVENTS IS HEREINAFTER REFERRED TO AS A “PUTATIVE DISSOLUTION EVENT”): (A) THE LLC SHALL DISSOLVE AND LIQUIDATE UNLESS A MAJORITY IN INTEREST OF THE REMAINING MEMBERS UNANIMOUSLY AGREE AND CONSENT TO CONTINUE THE BUSINESS OF THE LLC; (B) THE REMAINING MEMBERS SHALL HAVE THE OPTION (BUT NOT THE OBLIGATION) TO PURCHASE (PRO RATA AMONG THE REMAINING MEMBERS) THE MEMBERSHIP INTEREST OF THE MEMBER WHO IS THE SUBJECT OF THE PUTATIVE DISSOLUTION EVENT (THE “AFFECTED MEMBER”) FOR A PURCHASE PRICE EQUAL TO THE FAIR MARKET VALUE THEREOF AS DETERMINED BY AN INDEPENDENT APPRAISER WHO SHALL BE ACCEPTABLE TO ALL MEMBERS (INCLUDING THE AFFECTED MEMBER OR HIS OR HER LEGAL REPRESENTATIVE AND THE REMAINING MEMBERS); AND (C) IF THE LLC CONTINUES AND IF THE REMAINING MEMBERS DO NOT EXERCISE THEIR RIGHT TO PURCHASE THE MEMBERSHIP INTEREST OF THE AFFECTED MEMBER, THEN THE AFFECTED MEMBER (OR HIS OR HER EXECUTOR, ADMINISTRATOR, LEGAL REPRESENTATIVE, BANKRUPTCY TRUSTEE OR INVOLUNTARY TRANSFEREE) SHALL HAVE FULL MEMBERSHIP RIGHTS IN THE LLC AS LONG AS HE OR SHE AGREES IN WRITING TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

XVII.
DISTRIBUTIONS

(A) PRIOR TO DISSOLUTION AND AT LEAST ANNUALLY AS INCOME HAS BEEN RECEIVED BY THE LLC, ACCOUNTS DETERMINED AND TAX RETURNS FILED, THE MANAGERS SHALL DETERMINE FUNDS AVAILABLE FOR DISTRIBUTION.

(B) NET INCOME SHALL BE CALCULATED IN ACCORDANCE WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES, CONSISTENTLY APPLIED.

(C) UPON LIQUIDATION, A REASONABLE RESERVE DETERMINED BY THE MANAGERS SHALL BE ESTABLISHED IN AN AMOUNT TO COVER ANTICIPATED COSTS AND EXPENSES, IF ANY. LIQUIDATION OF THE LLC NEED NOT BE DELAYED PROVIDED THAT SUCH AMOUNTS ARE PROPERLY ESCROWED AND

ARRANGEMENTS ARE MADE FOR PERFORMANCE OF SUCH SERVICES AS MAY BE REQUIRED IN THE INTEREST OF THE LLC. ESCROWS, RESERVES OR LIQUIDATING ACCOUNTS MAY BE ESTABLISHED AS ESCROWS OR OTHERWISE, WHICH ACTIVITY NEED NOT UNDULY DELAY THE TERMINATION OF THE LLC FOR ALL OTHER PURPOSES.

XVIII.

SALE, TRANSFER OR ASSIGNMENT OF MEMBERSHIP INTEREST

NO MEMBER SHALL HAVE THE RIGHT TO SELL, TRANSFER OR ASSIGN THE MEMBER'S MEMBERSHIP INTEREST IN THE LLC, IN WHOLE OR IN PART, WITHOUT THE UNANIMOUS CONSENT OF ALL OF THE MEMBERS AND NO SALE, TRANSFER OR ASSIGNMENT WHICH HAS BEEN CONSENTED TO SHALL BE EFFECTIVE UNLESS THE ASSIGNEE SHALL AGREE IN WRITING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF THIS PROVISION IS VIOLATED, THE ASSIGNEE OF SUCH MEMBERSHIP

INTEREST SHALL HAVE NO MEMBERSHIP RIGHTS IN THE LLC.

XIX.

AMENDMENTS

THIS OPERATING AGREEMENT MAY BE ALTERED, AMENDED, RESTATED OR REPEALED AND A NEW OPERATING AGREEMENT MAY BE ADOPTED ONLY BY THE CONSENT OF ALL OF THE MEMBERS OF THE LLC.

XX.

FEDERAL INCOME TAX CLASSIFICATION

IT IS THE INTENTION OF THE MEMBERS THAT THE LLC BE CLASSIFIED AS A PARTNERSHIP FOR FEDERAL INCOME TAX PURPOSES. ACCORDINGLY, THE LLC SHALL COMPLY WITH THE TAX RETURN FILING AND OTHER REQUIREMENTS IMPOSED ON A PARTNERSHIP FOR FEDERAL INCOME TAX PURPOSES.

XXI.

VIOLATION OF THIS OPERATING AGREEMENT

ANY MEMBER WHO SHALL VIOLATE ANY OF THE TERMS, CONDITIONS, AND PROVISIONS OF THIS OPERATING AGREEMENT SHALL KEEP AND SAVE HARMLESS THE LLC PROPERTY AND SHALL ALSO INDEMNIFY THE OTHER THEN MEMBERS FROM ANY AND ALL CLAIMS, DEMANDS AND ACTIONS OF EVERY MANNER, KIND AND NATURE WHATSOEVER WHICH MAY ARISE OUT OF OR BY REASON OF SUCH VIOLATION OF ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

IN WITNESS WHEREOF, THE MEMBERS HAVE HEREUNTO SET THEIR HANDS THE DAY AND YEAR FIRST ABOVE WRITTEN.

BRIAN LOVETT, MEMBER JEFF STARR, MEMBER

COVID RESPONSE SOLUTIONS, LLC

SCHEDULE A

MEMBERS AND CAPITAL CONTRIBUTED

NAME AND ADDRESS PROPERTY CONTRIBUTED MEMBERSHIP INTEREST

BRIAN LOVETT \$1,020.00 51%
48 CONSTITUTION ST
BRISTOL, RI 02809

JEFFERY T. STARR \$980.00 49%
33 BARRINGTON DR
WEST WINDSOR, NJ 08550

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 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 90 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 4 Day of May, 2020 at 9:00:22 AM by the Authorized Person.

BRIAN LOVETT

Address of Authorized Signer:
48 CONSTITUTION ST BRISTOL RI 02809

Form No. 400
Revised 09/07

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