



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: Comire Technology Services 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: ONE RICHMOND SQUARE STE 125B

City or Town: PROVIDENCE

State: RI

Zip: 02906

The name of the resident agent at such address is:

RHODE ISLAND REGISTERED AGENT LLC

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: 488 WALCOTT ST.

City or Town: PAWTUCKET

State: RI

Zip: 02861

Country: US

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:

ARTICLE I

COMPANY FORMATION

1.1 FORMATION. THE MEMBERS HEREBY FORM A LIMITED LIABILITY COMPANY

("COMPANY") ACCORDING TO THE LAWS OF THE STATE IN WHICH THE COMPANY WAS

FORMED. THIS OPERATING AGREEMENT IS ENTERED INTO AND EFFECTIVE AS OF THE DATE IT IS ADOPTED BY THE MEMBERS. ARTICLES OF ORGANIZATION SHALL BE FILED WITH THE SECRETARY OF STATE.

1.2 NAME. THE NAME OF THE COMPANY SHALL BE: COMIRE TECHNOLOGY SERVICES LLC.

1.3 REGISTERED AGENT. THE NAME AND LOCATION OF THE REGISTERED AGENT OF THE COMPANY SHALL BE:  
REGISTERED AGENTS INC  
ONE RICHMOND SQUARE  
SUITE 125B  
PROVIDENCE, RI 02906

1.4 TERM. THE COMPANY SHALL CONTINUE FOR A PERPETUAL PERIOD, UNLESS (A) MEMBERS WHOSE CAPITAL INTEREST AS DEFINED IN ARTICLE 2.2 EXCEEDS 50 PERCENT VOTE FOR DISSOLUTION; OR (B) ANY EVENT WHICH MAKES IT UNLAWFUL FOR THE BUSINESS OF THE COMPANY TO BE CARRIED ON BY THE MEMBERS; OR (C) THE DEATH, RESIGNATION, EXPULSION, BANKRUPTCY, RETIREMENT OF A MEMBER OR THE OCCURRENCE OF ANY OTHER EVENT THAT TERMINATES THE CONTINUED MEMBERSHIP OF A MEMBER OF THE COMPANY; OR (D) ANY OTHER EVENT CAUSING DISSOLUTION OF THE COMPANY UNDER THE LAWS OF THE STATE OF RHODE ISLAND.

1.5 CONTINUANCE OF COMPANY. NOTWITHSTANDING THE PROVISIONS OF ARTICLE 1.4, IN THE EVENT OF AN OCCURRENCE DESCRIBED IN ARTICLE 1.4(C), IF THERE ARE AT LEAST TWO REMAINING MEMBERS, SAID REMAINING MEMBERS SHALL HAVE THE RIGHT TO CONTINUE THE BUSINESS OF THE COMPANY. SUCH RIGHT CAN BE EXERCISED ONLY BY THE UNANIMOUS VOTE OF THE REMAINING MEMBERS WITHIN NINETY (90) DAYS AFTER THE OCCURRENCE OF AN EVENT DESCRIBED IN ARTICLE 1.4(C). IF NOT SO EXERCISED, THE RIGHT OF THE MEMBERS TO CONTINUE THE BUSINESS OF THE COMPANY SHALL EXPIRE.

1.6 BUSINESS PURPOSE. THE COMPANY WILL CONDUCT ANY LAWFUL BUSINESS DEEMED APPROPRIATE IN CARRYING OUT THE COMPANY'S OBJECTIVES.

1.7 PRINCIPAL PLACE OF BUSINESS. THE LOCATION OF THE PRINCIPAL PLACE OF BUSINESS OF THE COMPANY SHALL BE:  
488 WALCOTT ST.  
PAWTUCKET, RI 02861

PRINCIPAL PLACE OF BUSINESS MAY BE CHANGED TO A NEW LOCATION THE MANAGERS IDENTIFY AT ANY TIME.

1.8 THE MEMBERS. THE NAME AND PLACE OF RESIDENCE OF EACH MEMBER ARE CONTAINED IN EXHIBIT 2 ATTACHED TO THIS AGREEMENT.

1.9 ADMISSION OF ADDITIONAL MEMBERS. ADDITIONAL MEMBERS MAY ONLY BE ADMITTED TO THE COMPANY THROUGH A CERTIFICATE OF NEW MEMBERSHIP ISSUANCE BY THE COMPANY OF NEW INTEREST IN THE COMPANY BY UNANIMOUS VOTE OF THE EXISTING MEMBERS, OR AS OTHERWISE PROVIDED IN THIS AGREEMENT

ARTICLE II  
CAPITAL CONTRIBUTIONS

2.1 INITIAL CONTRIBUTIONS. THE MEMBERS INITIALLY SHALL CONTRIBUTE TO THE COMPANY CAPITAL AS DESCRIBED IN EXHIBIT 3 ATTACHED TO THIS AGREEMENT. THE AGREED TOTAL VALUE OF SUCH PROPERTY AND CASH IS \$1000.

2.2 ADDITIONAL CONTRIBUTIONS. EXCEPT AS PROVIDED IN ARTICLE 6.2, NO MEMBER SHALL BE OBLIGATED TO MAKE ANY ADDITIONAL CONTRIBUTION TO THE COMPANY'S CAPITAL.

### ARTICLE III

#### PROFITS, LOSSES AND DISTRIBUTIONS

3.1 PROFITS/LOSSES. FOR FINANCIAL ACCOUNTING AND TAX PURPOSES THE COMPANY'S NET PROFITS OR NET LOSSES SHALL BE DETERMINED ON AN ANNUAL BASIS. THESE PROFITS AND LOSSES SHALL BE ALLOCATED TO THE MEMBERS IN PROPORTION TO EACH MEMBER'S RELATIVE CAPITAL INTEREST IN THE COMPANY AS SET FORTH IN EXHIBIT 2 AS AMENDED FROM TIME TO TIME IN ACCORDANCE WITH TREASURY REGULATION 1.704-1.

3.2 DISTRIBUTIONS. THE MEMBERS SHALL DETERMINE AND DISTRIBUTE AVAILABLE FUNDS ANNUALLY OR AT MORE FREQUENT INTERVALS AS THEY SEE FIT. AVAILABLE FUNDS, AS REFERRED TO HEREIN, SHALL MEAN THE NET CASH OF THE COMPANY AVAILABLE AFTER APPROPRIATE PROVISION FOR EXPENSES AND LIABILITIES, AS DETERMINED BY THE MANAGERS. DISTRIBUTIONS IN LIQUIDATION OF THE COMPANY OR IN LIQUIDATION OF A MEMBER'S INTEREST SHALL BE MADE IN ACCORDANCE WITH THE POSITIVE CAPITAL ACCOUNT BALANCES PURSUANT TO TREASURY REGULATION 1.704-L(B)(2)(II)(B) (2). TO THE EXTENT A MEMBER SHALL HAVE A NEGATIVE CAPITAL ACCOUNT BALANCE, THERE SHALL BE A QUALIFIED INCOME OFFSET, AS SET FORTH IN TREASURY REGULATION 1.704-L(B)(2)(II)(D).

### ARTICLE IV

#### MANAGEMENT

4.1 MANAGEMENT OF THE BUSINESS. THE MEMBERS HOLDING A MAJORITY OF THE CAPITAL INTERESTS IN THE COMPANY, AS SET FORTH IN EXHIBIT 2 AS AMENDED, MAY VOTE TO ELECT A MANAGER OR MANAGERS. ONE MANAGER WILL BE ELECTED BY THE MEMBERS AS CHIEF EXECUTIVE MANAGER. THE MANAGER(S) MAY BE A MEMBER OR NON-MEMBER. THE NAME AND RESIDENTIAL ADDRESS OF EACH MANAGER IS ATTACHED AS EXHIBIT 1 OF THIS AGREEMENT.

4.2 MEMBERS. THE LIABILITY OF THE MEMBERS SHALL BE LIMITED AS PROVIDED PURSUANT TO APPLICABLE STATE LAW. MEMBERS THAT ARE NOT MANAGERS SHALL TAKE NO PART WHATEVER IN THE CONTROL, MANAGEMENT, DIRECTION, OR OPERATION OF THE COMPANY'S AFFAIRS AND SHALL HAVE NO POWER TO BIND THE COMPANY. THE MANAGERS MAY FROM TIME TO TIME SEEK ADVICE FROM THE MEMBERS, BUT THEY NEED NOT ACCEPT SUCH ADVICE, AND AT ALL TIMES THE MANAGERS SHALL HAVE THE EXCLUSIVE RIGHT TO CONTROL AND MANAGE THE COMPANY. NO MEMBER SHALL BE AN AGENT OF ANY OTHER MEMBER OF THE COMPANY SOLELY BY REASON OF BEING A MEMBER.

4.3 POWERS OF MANAGERS. THE MANAGERS ARE AUTHORIZED ON THE COMPANY'S BEHALF TO MAKE ALL DECISIONS AS TO (A) THE SALE, DEVELOPMENT, LEASE OR OTHER DISPOSITION OF THE COMPANY'S ASSETS; (B) THE PURCHASE OR OTHER ACQUISITION OF OTHER ASSETS OF ALL KINDS; (C) THE MANAGEMENT OF ALL OR ANY PART OF THE COMPANY'S ASSETS; (D) THE BORROWING OF MONEY AND THE GRANTING OF SECURITY INTERESTS IN THE COMPANY'S ASSETS; (E) THE PRE-PAYMENT, REFINANCING OR EXTENSION OF ANY LOAN AFFECTING THE COMPANY'S ASSETS; (F) THE COMPROMISE OR RELEASE OF ANY OF THE COMPANY'S CLAIMS OR DEBTS; AND, (G) THE EMPLOYMENT OF PERSONS, FIRMS OR CORPORATIONS FOR THE OPERATION AND MANAGEMENT OF THE COMPANY'S BUSINESS.

IN THE EXERCISE OF THEIR MANAGEMENT POWERS, THE MANAGERS ARE AUTHORIZED TO EXECUTE AND DELIVER (A) ALL CONTRACTS, CONVEYANCES, ASSIGNMENTS LEASES, SUB-LEASES, FRANCHISE AGREEMENTS, LICENSING AGREEMENTS, MANAGEMENT CONTRACTS AND MAINTENANCE CONTRACTS COVERING OR AFFECTING THE COMPANY'S ASSETS; (B) ALL CHECKS, DRAFTS AND OTHER ORDERS FOR THE PAYMENT OF THE COMPANY'S FUNDS; (C) ALL PROMISSORY NOTES, LOANS, SECURITY AGREEMENTS AND OTHER SIMILAR DOCUMENTS; AND, (D) ALL OTHER

INSTRUMENTS OF ANY OTHER KIND RELATING TO THE COMPANY'S AFFAIRS, WHETHER LIKE OR UNLIKE THE FOREGOING.

4.4 CHIEF EXECUTIVE MANAGER. THE CHIEF EXECUTIVE MANAGER SHALL HAVE PRIMARY RESPONSIBILITY FOR MANAGING THE OPERATIONS OF THE COMPANY AND FOR EFFECTUATING THE DECISIONS OF THE MANAGERS.

4.5 NOMINEE. TITLE TO THE COMPANY'S ASSETS SHALL BE HELD IN THE COMPANY'S NAME OR IN THE NAME OF ANY NOMINEE THAT THE MANAGERS MAY DESIGNATE. THE MANAGERS SHALL HAVE POWER TO ENTER INTO A NOMINEE AGREEMENT WITH ANY SUCH PERSON, AND SUCH AGREEMENT MAY CONTAIN PROVISIONS INDEMNIFYING THE NOMINEE, EXCEPT FOR HIS WILLFUL MISCONDUCT.

4.6 COMPANY INFORMATION. UPON REQUEST, THE MANAGERS SHALL SUPPLY TO ANY MEMBER INFORMATION REGARDING THE COMPANY OR ITS ACTIVITIES. EACH MEMBER OR THEIR AUTHORIZED REPRESENTATIVE SHALL HAVE ACCESS TO AND MAY INSPECT AND COPY ALL BOOKS, RECORDS AND MATERIALS IN THE MANAGER'S POSSESSION REGARDING THE COMPANY OR ITS ACTIVITIES. THE EXERCISE OF THE RIGHTS CONTAINED IN THIS ARTICLE 4.6 SHALL BE AT THE REQUESTING MEMBER'S EXPENSE.

4.7 EXCULPATION. ANY ACT OR OMISSION OF THE MANAGERS, THE EFFECT OF WHICH MAY CAUSE OR RESULT IN LOSS OR DAMAGE TO THE COMPANY OR THE MEMBERS IF DONE IN GOOD FAITH TO PROMOTE THE BEST INTERESTS OF THE COMPANY, SHALL NOT SUBJECT THE MANAGERS TO ANY LIABILITY TO THE MEMBERS.

4.8 INDEMNIFICATION. THE COMPANY SHALL INDEMNIFY ANY PERSON WHO WAS OR IS A PARTY DEFENDANT OR IS THREATENED TO BE MADE A PARTY DEFENDANT, PENDING OR COMPLETED ACTION, SUIT OR PROCEEDING, WHETHER CIVIL, CRIMINAL, ADMINISTRATIVE, OR INVESTIGATIVE (OTHER THAN AN ACTION BY OR IN THE RIGHT OF THE COMPANY) BY REASON OF THE FACT THAT THE PERSON IS OR WAS A MEMBER OF THE COMPANY, MANAGER, EMPLOYEE OR AGENT OF THE COMPANY, OR IS OR WAS SERVING AT THE REQUEST OF THE COMPANY, FOR INSTANT EXPENSES (INCLUDING ATTORNEY'S FEES), JUDGMENTS, FINES, AND AMOUNTS PAID IN SETTLEMENT ACTUALLY AND REASONABLY INCURRED IN CONNECTION WITH SUCH ACTION, SUIT OR PROCEEDING IF THE MEMBERS DETERMINE THAT HE ACTED IN GOOD FAITH AND IN A MANNER HE REASONABLY BELIEVED TO BE IN OR NOT OPPOSED TO THE BEST INTEREST OF THE COMPANY, AND WITH RESPECT TO ANY CRIMINAL ACTION PROCEEDING, HAS NO REASONABLE CAUSE TO BELIEVE HIS/HER CONDUCT WAS UNLAWFUL. THE TERMINATION OF ANY ACTION, SUIT, OR PROCEEDING BY JUDGMENT, ORDER, SETTLEMENT, CONVICTION, OR UPON A PLEA OF "NO LO CONTENDERE" OR ITS EQUIVALENT, SHALL NOT IN ITSELF CREATE A PRESUMPTION THAT THE PERSON DID OR DID NOT ACT IN GOOD FAITH AND IN A MANNER WHICH HE REASONABLY BELIEVED TO BE IN THE BEST INTEREST OF THE COMPANY, AND, WITH RESPECT TO ANY CRIMINAL ACTION OR PROCEEDING, HAD REASONABLE CAUSE TO BELIEVE THAT HIS/HER CONDUCT WAS LAWFUL.

4.9 RECORDS. THE MANAGERS SHALL CAUSE THE COMPANY TO KEEP AT ITS PRINCIPAL PLACE OF BUSINESS THE FOLLOWING:

(A) A CURRENT LIST IN ALPHABETICAL ORDER OF THE FULL NAME AND THE LAST KNOWN STREET ADDRESS OF EACH MEMBER;

(B) A COPY OF THE CERTIFICATE OF FORMATION AND THE COMPANY OPERATING AGREEMENT AND ALL AMENDMENTS;

(C) COPIES OF THE COMPANY'S FEDERAL, STATE AND LOCAL INCOME TAX RETURNS AND REPORTS, IF ANY, FOR THE THREE MOST RECENT YEARS;

(D) COPIES OF ANY FINANCIAL STATEMENTS OF THE LIMITED LIABILITY COMPANY FOR THE THREE MOST RECENT YEARS.

## ARTICLE V

### COMPENSATION

5.1 MANAGEMENT FEE. ANY MANAGER RENDERING SERVICES TO THE COMPANY SHALL BE ENTITLED TO COMPENSATION COMMENSURATE WITH THE VALUE OF SUCH SERVICES.

5.2 REIMBURSEMENT. THE COMPANY SHALL REIMBURSE THE MANAGERS OR MEMBERS FOR ALL DIRECT OUT-OF-POCKET EXPENSES INCURRED BY THEM IN MANAGING THE COMPANY.

## ARTICLE VI

### BOOKKEEPING

6.1 BOOKS. THE MANAGERS SHALL MAINTAIN COMPLETE AND ACCURATE BOOKS OF ACCOUNT OF THE COMPANY'S AFFAIRS AT THE COMPANY'S PRINCIPAL PLACE OF BUSINESS. SUCH BOOKS SHALL BE KEPT ON SUCH METHOD OF ACCOUNTING AS THE MANAGERS SHALL SELECT. THE COMPANY'S ACCOUNTING PERIOD SHALL BE THE CALENDAR YEAR.

6.2 MEMBER'S ACCOUNTS. THE MANAGERS SHALL MAINTAIN SEPARATE CAPITAL AND DISTRIBUTION ACCOUNTS FOR EACH MEMBER. EACH MEMBER'S CAPITAL ACCOUNT SHALL BE DETERMINED AND MAINTAINED IN THE MANNER SET FORTH IN TREASURY REGULATION 1.704-L(B)(2)(IV) AND SHALL CONSIST OF HIS INITIAL CAPITAL CONTRIBUTION INCREASED BY:

(A) ANY ADDITIONAL CAPITAL CONTRIBUTION MADE BY THE MEMBER;

(B) CREDIT BALANCES TRANSFERRED FROM HIS DISTRIBUTION ACCOUNT TO HIS CAPITAL ACCOUNT;

AND DECREASED BY:

(A) DISTRIBUTIONS TO HIM/HER IN REDUCTION OF COMPANY CAPITAL;

(B) THE MEMBER'S SHARE OF COMPANY LOSSES IF CHARGED TO HIS/HER CAPITAL ACCOUNT.

6.3 REPORTS. THE MANAGERS SHALL CLOSE THE BOOKS OF ACCOUNT AFTER THE CLOSE OF EACH CALENDAR YEAR AND SHALL PREPARE AND SEND TO EACH MEMBER A STATEMENT OF SUCH MEMBER'S DISTRIBUTIVE SHARE OF INCOME AND EXPENSE FOR INCOME TAX REPORTING PURPOSES.

## ARTICLE VII

### TRANSFERS

7.1 ASSIGNMENT. IF AT ANY TIME A MEMBER PROPOSES TO SELL, ASSIGN OR OTHERWISE DISPOSE OF ALL OR ANY PART OF HIS INTEREST IN THE COMPANY, SUCH MEMBER SHALL FIRST MAKE A WRITTEN OFFER TO SELL SUCH INTEREST TO THE OTHER MEMBERS AT A PRICE DETERMINED BY MUTUAL AGREEMENT. IF SUCH OTHER MEMBERS DECLINE OR FAIL TO ELECT SUCH INTEREST WITHIN THIRTY (30) DAYS, AND IF THE SALE OR ASSIGNMENT IS MADE AND THE MEMBERS FAIL TO APPROVE THIS SALE OR ASSIGNMENT UNANIMOUSLY THEN, PURSUANT TO THE APPLICABLE LAW, THE PURCHASER OR ASSIGNEE SHALL HAVE NO RIGHT TO PARTICIPATE IN THE MANAGEMENT OF THE BUSINESS AND AFFAIRS OF THE COMPANY. THE PURCHASER OR ASSIGNEE SHALL ONLY BE ENTITLED TO RECEIVE THE SHARE OF THE PROFITS OR OTHER COMPENSATION BY WAY OF INCOME AND THE RETURN OF CONTRIBUTIONS TO WHICH THAT MEMBER WOULD OTHERWISE BE ENTITLED.

## ARTICLE VIII

### DISSOLUTION

8.1 DISSOLUTION. THE MEMBERS MAY DISSOLVE THE COMPANY AT ANY TIME. THE MEMBERS MAY NOT DISSOLVE THE COMPANY FOR A LOSS OF MEMBERSHIP INTERESTS. UPON DISSOLUTION THE COMPANY MUST PAY ITS DEBTS FIRST BEFORE DISTRIBUTING CASH, ASSETS, AND/OR INITIAL CAPITAL TO THE MEMBERS OR THE MEMBERS' INTERESTS. THE DISSOLUTION MAY ONLY BE ORDERED BY THE MEMBERS, NOT BY THE OWNER OF THE MEMBERS' INTERESTS.

**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:  07/13/2020

*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 July, 2020 at 10:04:11 AM by the Authorized Person.**

SETH COMIRE

**Address of Authorized Signer:**

488 WALCOTT ST.   
 PAWTUCKET, RI 02861

Form No. 400  
Revised 09/07



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:

July 13, 2020 10:03 AM

A handwritten signature in blue ink, appearing to read "Nellie M. Gorbea". The signature is fluid and cursive.

Nellie M. Gorbea  
*Secretary of State*

