



State of Rhode Island
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: Woolf-Hook 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: 14 TOWER HILL RD
City or Town: TIVERTON State: RI Zip: 02878

The name of the resident agent at such address is: KEVIN COTTLE

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: 14 TOWER HILL RD
City or Town: TIVERTON State: RI Zip: 02878 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. NO MEMBER, INCLUDING THE EXECUTOR OR ADMINISTRATOR OF A DECEASED MEMBER, SHALL HAVE THE RIGHT TO SELL, TRANSFER (BY GIFT OR OTHERWISE), PLEDGE OR ENCUMBER HIS INTEREST IN THIS LIMITED LIABILITY COMPANY (LLC)

UNLESS

HE SHALL FIRST HAVE OFFERED IN WRITING TO SELL SUCH INTEREST TO THE LLC (OR IF THE LLC FAILS TO PURCHASE THE SAME, THEN TO ALL OF THE OTHER MEMBERS) AT THE LOWEST PRICE AT WHICH HE IS WILLING TO SELL THE SAME, AND THE LLC AND/OR THE OTHER MEMBERS HAVE EITHER REFUSED TO PURCHASE ALL OF SAID OFFERED INTEREST OR HAVE NEGLECTED TO EXERCISE THEIR OPTION TO PURCHASE WITHIN TWENTY (20) DAYS AFTER THE MAILING OF SUCH NOTICE AS HEREINAFTER SET FORTH.

B. ANY MEMBER OFFERING TO SELL HIS INTEREST AS AFORESAID, SHALL STATE IN WRITING THE PRICE AT WHICH HE DESIRES TO SELL SAID INTEREST, AND THE LLC SHALL HAVE THE RIGHT TO PURCHASE SAID INTEREST AT THE PRICE SO STATED PROVIDED THE LLC SHALL NOTIFY THE SELLING MEMBER IN WRITING WITHIN TWENTY (20) DAYS AFTER THE MAILING TO IT OF THE OFFER TO SELL THAT IT ELECTS TO EXERCISE ITS OPTION TO PURCHASE.

C. IF THE LLC SHALL FAIL TO ACCEPT THE OFFER TO PURCHASE THE INTEREST WITHIN TWENTY (20) DAYS AFTER THE MAILING OF THE NOTICE TO IT, THE LLC SHALL DELIVER TO THE SELLING MEMBER A LIST OF ITS MEMBERS AND THEIR MAILING ADDRESSES AS THEY APPEAR ON THE LLC'S RECORDS, AND THE SELLING MEMBER SHALL SEND A SIMILAR NOTICE TO THE MEMBER AS DISCLOSED BY THE LLC. EACH MEMBER DESIRING TO PURCHASE INTEREST SHALL NOTIFY THE SELLING MEMBER WITHIN TWENTY (20) DAYS AFTER THE MAILING OF THE NOTICE TO THE MEMBERS AS TO THE MAXIMUM AMOUNT OF INTEREST HE DESIRES TO PURCHASE. EACH SUCH MEMBER SHALL BE ENTITLED TO PURCHASE WITHIN THE LIMITS INDICATED THE AMOUNT OF INTEREST AVAILABLE EQUAL TO HIS INTEREST.

D. THE OFFERING MEMBER SHALL NOT BE OBLIGATED TO SELL LESS THAN THE AMOUNT OF INTEREST OFFERED, AND THE ATTEMPT BY THE LLC OR THE OTHER MEMBERS TO PURCHASE LESS THAN THE AMOUNT OF INTEREST OFFERED SHALL, AT THE ELECTION OF THE OFFERING MEMBER, BE DEEMED TO BE A REFUSAL TO PURCHASE THE OFFERED INTEREST

E. IF EITHER THE LLC OR OTHER MEMBERS SHALL ELECT TO PURCHASE ALL OF THE OFFERED INTEREST, THE CLOSING DATE SHALL BE SIXTY (60) DAYS AFTER THE DATE OF THE MAILING OF THE NOTICE TO THE LLC OR THE MAILING OF THE NOTICES TO THE OTHER

MEMBERS, WHICHEVER SHALL BE LATER.

F. IF NEITHER THE LLC NOR THE OTHER MEMBERS SHALL ELECT TO PURCHASE ALL OF THE OFFERED INTEREST, THE OFFERING MEMBER SHALL BE FREE TO SELL THE SAME AT ANY TIME WITHIN SIX (6) MONTHS OF THE INITIAL OFFER TO SELL TO THE LLC, BUT FOR NOT LESS THAN THE AMOUNT AT WHICH SAID INTEREST WAS OFFERED TO THE LLC, WITHOUT AGAIN FIRST OFFERING IT TO THE LLC AND THE MEMBERS AS HEREINBEFORE PROVIDED.

G. IF THE INTEREST SHALL BE SOLD TO OTHERS AS ABOVE PROVIDED, THE LLC AND HE OTHER MEMBERS SHALL BE ENTITLED TO STATEMENTS UNDER OATH FROM SELLER AND PURCHASERS INDICATING COMPLIANCE WITH THE PROVISIONS HEREOF.

H. IF OFFERING MEMBERS SHALL INTEND TO MAKE A GIFT OF HIS INTEREST, THE NOTICE THEREOF SHALL BE DEEMED TO BE AN OFFER TO SELL, AND IF THE OPTION TO PURCHASE IS ACCEPTED BY THE LLC OR THE OTHER MEMBERS, THE PRICE TO BE PAID THEREFOR SHALL BE FIXED BY ARBITRATION IN ACCORDANCE WITH THE PROVISIONS OF THE RHODE ISLAND ARBITRATION ACT BY THREE ARBITRATORS, ONE CHOSEN BY THE LLC (THE SELLING MEMBER NOT PARTICIPATING DIRECTLY OR INDIRECTLY IN SAID CHOICE) A SECOND

CHOSEN BY THE SELLING MEMBER, AND A THIRD CHOSEN BY THE TWO DESIGNATED BY THE PARTIES.

I. THE LLC AND ALL OF THE OTHER MEMBERS MAY WAIVE THE PROVISIONS OF THIS PARAGRAPH AT ANY TIME TO PERMIT THE SALE OR TRANSFER OF ANY INTEREST.

J. ALL NOTICES REQUIRED HEREUNDER SHALL BE MADE BY CERTIFIED MAIL OR BY PERSONAL DELIVERY, AND IN THE EVENT OF PERSONAL DELIVERY THE DATE OF DELIVERY SHALL BE EQUIVALENT TO THE DATE OF MAILING.

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: 08/01/2020

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 27 Day of July, 2020 at 11:29:01 AM by the Authorized Person.

KEVIN COTTLE

Address of Authorized Signer:

14 TOWER HILL RD TIVERTON RI 02872

Form No. 400
Revised 09/07

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State of Rhode Island
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,
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 27, 2020 11:26 AM

A handwritten signature in blue ink that reads "Nellie M. Gorbea".

Nellie M. Gorbea
Secretary of State

