



**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: Simpson & Clark Design, 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: 132 OLD RIVER ROAD
SUITE 205

City or Town: LINCOLN State: RI Zip: 02865

The name of the resident agent at such address is: MARK S. KRIEGER

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: 1 WEST EXCHANGE STREET
UNIT 1604

City or Town: PROVIDENCE State: RI Zip: 02903 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

ARTICLE SIXTH: ADDITIONAL PROVISIONS NOT INCONSISTENT WITH LAW, WHICH THE MEMBERS ELECT TO HAVE SET FORTH IN THESE ARTICLES OF ORGANIZATION, INCLUDING, BUT NOT LIMITED TO, ANY LIMITATION OF THE PURPOSES OR DURATION FOR WHICH THE LIMITED LIABILITY COMPANY IS FORMED, AND ANY OTHER PROVISION WHICH MAY BE INCLUDED IN AN OPERATING AGREEMENT:

I. (A) MANAGER, (AS HEREINAFTER DEFINED) 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 TITLE 7, CHAPTER 16, OF THE RHODE ISLAND GENERAL LAWS, ENTITLED THE RHODE ISLAND LIMITED LIABILITY COMPANY ACT, AS HAS BEEN OR 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. IF THE ACT IS HEREAFTER AMENDED TO AUTHORIZE LIMITED LIABILITY COMPANY ACTION FURTHER ELIMINATING OR LIMITING THE PERSONAL LIABILITY OF MANAGERS, THEN THE LIABILITY OF A MANAGER OF THE LIMITED LIABILITY COMPANY SHALL BE ELIMINATED OR LIMITED TO THE FULLEST EXTENT SO PERMITTED. NO REPEAL OR MODIFICATION OF THIS ARTICLE SIXTH, NOR THE ADOPTION OF ANY PROVISION OF THESE ARTICLES OF ORGANIZATION INCONSISTENT WITH THIS ARTICLE SIXTH, SHALL ELIMINATE OR REDUCE THE EFFECT OF THIS ARTICLE SIXTH, NOR ADVERSELY AFFECT ANY RIGHT OR PROTECTION OF A MANAGER, IN ANY MATTER OCCURRING, OR ANY CAUSE OF ACTION, SUIT, OR CLAIM, RELATING THERETO, PRIOR TO SUCH AMENDMENT, REPEAL, MODIFICATION OR ADOPTION OF SUCH INCONSISTENT PROVISION.

II. (A) NO SINGLE MEMBER ACTING ALONE, OR LESS THAN A MAJORITY OF THE MEMBERS, SHALL HAVE THE POWER OR AUTHORITY TO BIND THE LIMITED LIABILITY COMPANY TO ANY CONTRACT WITH A THIRD PARTY OR PARTIES, UNLESS SUCH CONTRACT HAS BEEN SPECIFICALLY OR GENERALLY APPROVED BY ALL OF THE MEMBERS, ACTING COLLECTIVELY, OR A MAJORITY THEREOF. 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, OFFICER, EMPLOYEE OR AGENT, 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, OR AS SHALL BE PROVIDED IN SAID OPERATING AGREEMENT.

(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 HEREIN, PAY, ON BEHALF OF AN INDEMNIFIED PERSON, ANY LOSS OR EXPENSES, (AS BOTH TERMS ARE HEREINAFTER DEFINED), ARISING FROM ANY CLAIM OR CLAIMS WHICH ARE MADE AGAINST THE INDEMNIFIED PERSON (WHETHER INDIVIDUALLY OR JOINTLY WITH OTHER INDEMNIFIED PERSONS) BY REASON OF ANY COVERED ACT, (AS HEREINAFTER DEFINED), OF THE INDEMNIFIED PERSON.

(II) FOR PURPOSES OF THIS ARTICLE SIXTH II (B), WHEN USED HEREIN:

(1) "MANAGER" MEANS ANY PERSON OR PERSONS DESIGNATED BY THE MEMBERS OF THE LIMITED LIABILITY COMPANY TO MANAGE 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 AS A RESULT OF ANY CLAIM MADE AGAINST THE INDEMNIFIED PERSON FOR COVERED ACTS, AND SHALL INCLUDE, BUT IS NOT LIMITED TO, JUDGMENTS FOR, AND AWARDS OF, DAMAGES, AMOUNTS PAID IN SETTLEMENT OF ANY CLAIM, ANY FINE OR PENALTY OR, WITH RESPECT TO AN EMPLOYEE BENEFIT PLAN, ANY EXCISE TAX OR PENALTY, OR, REASONABLE EXPENSES ACTUALLY INCURRED;

(3) "EXPENSES" MEANS ANY REASONABLE EXPENSES INCURRED BY THE INDEMNIFIED PERSON IN CONNECTION WITH THE DEFENSE OF ANY CLAIM MADE AGAINST THE INDEMNIFIED PERSON FOR COVERED ACTS INCLUDING, BUT NOT LIMITED TO, LEGAL, ACCOUNTING OR INVESTIGATIVE FEES AND EXPENSES, INCLUDING THE EXPENSE

OF
BONDS NECESSARY TO PURSUE AN APPEAL OF ANY ADVERSE JUDGMENT; AND

(4) "COVERED ACT" MEANS ANY ACT OR OMISSION OF AN 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 FOREIGN OR DOMESTIC LIMITED
LIABILITY COMPANY, CORPORATION, PARTNERSHIP, JOINT VENTURE, TRUST, OTHER
ENTERPRISE OR OTHER ENTITY, INCLUDING, BUT NOT LIMITED TO, ANY ENTITIES
AND ENTERPRISES WHICH ARE SUBSIDIARIES OR AFFILIATES OF THE LIMITED
LIABILITY COMPANY, OR ANY EMPLOYEE BENEFIT PLAN. AN INDEMNIFIED PERSON
IS
CONSIDERED TO BE SERVING AN EMPLOYEE BENEFIT PLAN AT THE LIMITED
LIABILITY
COMPANY'S REQUEST IF HIS OR HER DUTIES TO THE LIMITED LIABILITY COMPANY
ALSO IMPOSE DUTIES ON, OR OTHERWISE INVOLVE SERVICES BY, HIM OR HER TO
THE
PLAN, ITS PARTICIPANTS, OR ITS BENEFICIARIES.

(III) IN ADDITION, 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
REPRESENTATIVES OF A DECEASED INDEMNIFIED PERSON OR THE LEGAL
REPRESENTATIVES 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 THE SUCCEEDING
PARAGRAPH
BELOW, AND THE FINAL DISPOSITION OF SUCH ACTION, SUIT, PROCEEDING, OR ANY
APPEAL THEREFROM, 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)

ANY ACTION CONTRAVENING SECTIONS 17 AND 32 OF THE ACT; OR (4) ANY TRANSACTION FROM WHICH THE PERSON SEEKING INDEMNIFICATION DERIVED AN IMPROPER PERSONAL BENEFIT, UNLESS SUCH TRANSACTION WAS WITH THE INFORMED

CONSENT OF THE MEMBERS, OR A MAJORITY OF THE DISINTERESTED MANAGERS.

ARTICLE VII

The limited liability company is to be managed by its ___ 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
-------	--	--

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: 08/07/2020

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 7 Day of August, 2020 at 12:49:54 PM by the Authorized Person.

MARK S. KRIEGER

Address of Authorized Signer:

132 OLD RIVER ROAD

SUITE 205

LINCOLN, RHODE ISLAND 02865

