



**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: Rock Flag & Eagle Associates, 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: 1350 DIVISION RD.
STE 102

City or Town: WEST WARWICK State: RI Zip: 02893

The name of the resident agent at such address is: ROBERT A. D'ALFONSO, III

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:

City or Town: State: Zip: Country:

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:

I.

(A) IF ROCK FLAG & EAGLE ASSOCIATES, LLC (HEREINAFTER, THE "LLC")

IS MEMBER-MANAGED AND THERE IS MORE THAN ONE MEMBER, NO MEMBER ACTING ALONE SHALL HAVE THE POWER OR AUTHORITY TO BIND THE LLC TO ANY CONTRACT

UNLESS THE CONTRACT HAS BEEN APPROVED BY THE MEMBERS PURSUANT TO THE TERMS CONTAINED IN THE OPERATING AGREEMENT OF THE LLC AS THE SAME MAY FROM TIME TO TIME BE AMENDED (HEREINAFTER, THE "OPERATING AGREEMENT").

(B) IF THE LLC IS MANAGER-MANAGED AND THERE IS MORE THAN ONE MANAGER, NO MANAGER ACTING ALONE SHALL HAVE THE POWER TO BIND THE LLC

TO ANY CONTRACT UNLESS THE CONTRACT HAS BEEN APPROVED BY THE MANAGERS

PURSUANT TO THE TERMS CONTAINED IN THE OPERATING AGREEMENT.

II. NO MANAGER OF THE LLC SHALL BE PERSONALLY LIABLE TO THE LLC 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 THE SAME MAY FROM TIME TO TIME BE AMENDED (HEREINAFTER, THE "ACT"), EXCEPT FOR (I) LIABILITY FOR THE BREACH OF THE MANAGER'S DUTY OF LOYALTY TO THE LLC AND/OR TO THE MEMBERS OF THE LLC, (II) LIABILITY FOR THE MANAGER'S 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 INVOLVING THE LLC AND FROM WHICH THE MANAGER DERIVED AN IMPROPER PERSONAL BENEFIT UNLESS THE TRANSACTION WAS

ENTERED INTO WITH THE PRIOR INFORMED WRITTEN CONSENT OF ALL THE MEMBERS

OR ALL THE MANAGERS, AS THE CASE MAY BE, HAVING NO INTEREST IN SAID TRANSACTION.

III.

(A) THE MEMBERS OF THE LLC MAY INCLUDE PROVISIONS IN THE OPERATING AGREEMENT, OR THE MANAGERS MAY AUTHORIZE AGREEMENTS TO BE ENTERED INTO

WITH EACH MEMBER, MANAGER, AGENT, OR EMPLOYEE, PAST OR PRESENT, OF THE LLC (HEREINAFTER, 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/OR MANAGERS BY SECTION III(A) ABOVE, THE MEMBERS 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(S) IN THE MANNER AND TO THE EXTENT PROVIDED IN

SECTIONS III(B)(I) THROUGH III(B)(V) WHICH FOLLOW:

(I) THE OPERATING AGREEMENT PROVISIONS OR AGREEMENTS MAY PROVIDE THAT THE LLC SHALL, SUBJECT TO THE PROVISIONS OF THIS EXHIBIT "A," PAY,

ON BEHALF OF AN INDEMNIFIED PERSON, ANY LOSS OR EXPENSE ARISING FROM ANY CLAIM(S) WHICH ARE MADE AGAINST THE INDEMNIFIED PERSON (WHETHER INDIVIDUALLY OR JOINTLY WITH OTHER INDEMNIFIED PERSON(S)) BY REASON OF ANY COVERED ACT OF THE INDEMNIFIED PERSON.

(II) FOR PURPOSES OF THIS SECTION III:

A. "MANAGER(S)" MEANS ANY OR ALL OF THE MANAGERS OF THE LLC OR THOSE MEMBERS OR OTHER PERSONS WHO ARE EXERCISING ANY POWERS NORMALLY VESTED IN THE MANAGERS;

B. "LOSS(ES)" MEANS ANY AMOUNT WHICH AN INDEMNIFIED PERSON IS LEGALLY OBLIGATED TO PAY FOR ANY CLAIM ARISING OUT OF COVERED ACT(S) AND SHALL INCLUDE, WITHOUT LIMITATION, JUDGMENTS, DAMAGES, SETTLEMENTS, FINES, AND/OR PENALTIES;

C. "EXPENSE(S)" MEANS ANY EXPENSE(S) INCURRED IN CONNECTION WITH THE DEFENSE OF ANY CLAIM ARISING OUT OF COVERED ACTS, INCLUDING, WITHOUT LIMITATION, LEGAL, ACCOUNTING, OR INVESTIGATIVE FEES AND EXPENSES, OR BONDS; AND

D. "COVERED ACT(S)" MEANS ANY ACT OR OMISSION BY AN INDEMNIFIED PERSON IN THE INDEMNIFIED PERSON'S OFFICIAL CAPACITY AND WHILE SERVING AS SUCH OR WHILE SERVING AT THE REQUEST OF THE LLC AS A MEMBER OF THE GOVERNING BODY, MANAGER, OFFICER, EMPLOYEE, OR AGENT OF ANOTHER LIMITED LIABILITY COMPANY, CORPORATION, PARTNERSHIP, JOINT VENTURE, TRUST, OR OTHER ENTITY OR ENTERPRISE, INCLUDING, WITHOUT LIMITATION, ANY ENTITY AND/OR ENTERPRISE WHICH IS A SUBSIDIARY OR AFFILIATE OF THE LLC, OR EMPLOYEE BENEFIT PLAN.

(III) THE OPERATING AGREEMENT PROVISIONS OR AGREEMENTS MAY COVER ANY LOSS(ES) OR EXPENSE(S) ARISING FROM ANY CLAIMS MADE AGAINST A RETIRED INDEMNIFIED PERSON, THE ESTATE, HEIRS, OR LEGAL REPRESENTATIVE(S) 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 PROVISION(S) OR AGREEMENT(S) AUTHORIZED HEREBY MAY PROVIDE FOR THE ADVANCEMENT OF EXPENSE(S) TO AN INDEMNIFIED PERSON PRIOR TO THE FINAL DISPOSITION OF AN ACTION, SUIT, OR PROCEEDING, OR ANY APPEAL(S), 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 IF THE COVERED ACT INVOLVES A CLAIM FOR WHICH INDEMNIFICATION IS NOT PERMITTED UNDER SECTION III(B)(V) BELOW, AND THE FINAL DISPOSITION OF SUCH ACTION, SUIT, PROCEEDING OR APPEAL RESULTS IN AN OUTCOME ADVERSE TO SUCH INDEMNIFIED PERSON.

(V) THE OPERATING AGREEMENT PROVISION(S) OR AGREEMENT(S) AUTHORIZED HEREBY MAY NOT INDEMNIFY AN INDEMNIFIED PERSON FROM OR AGAINST ANY LOSS, AND THE LLC SHALL NOT REIMBURSE AN INDEMNIFIED PERSON FOR ANY EXPENSES, IN CONNECTION WITH ANY CLAIM(S) MADE AGAINST AN INDEMNIFIED PERSON WHICH THE LLC DETERMINES IN GOOD FAITH TO HAVE RESULTED FROM (A)

ANY BREACH OF THE INDEMNIFIED PERSON'S DUTY OF LOYALTY TO THE LLC AND/OR TO ITS MEMBERS, (B) ACTS OR OMISSIONS NOT MADE IN GOOD FAITH OR WHICH INVOLVE INTENTIONAL MISCONDUCT OR KNOWING VIOLATION OF LAW, (C)

ACT(S) IN VIOLATION OF SECTION 17 OF THE ACT, OR (D) A TRANSACTION FROM WHICH THE PERSON SEEKING INDEMNIFICATION DERIVED AN IMPROPER PERSONAL

BENEFIT AND WITH RESPECT TO WHICH TRANSACTION THE INDEMNIFIED PERSON DID NOT SECURE THE PRIOR INFORMED WRITTEN CONSENT OF ALL THE MEMBERS OR

ALL THE MANAGERS, AS THE CASE MAY BE, HAVING NO INTEREST IN SAID TRANSACTION.

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 15 Day of February, 2021 at 11:01:58 AM by the Authorized Person.

ROBERT A. D'ALFONSO, III

Address of Authorized Signer:

1350 DIVISION RD

STE 102

WEST WARWICK, RI 02893

