



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: Plum Pointe Advisors, 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: 225 DYER STREET, 3RD FLOOR
City or Town: PROVIDENCE State: RI Zip: 02903

The name of the resident agent at such address is: BRIAN S. DUNCKLEY

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: 225 DYER STREET, 3RD FLOOR
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:

I. A MANAGER 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

SECTION 17 OF THE RHODE ISLAND LIMITED LIABILITY COMPANY ACT, AS 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.

II. (A) 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, AGENT OR EMPLOYEE, 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.

(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 OF THIS ARTICLE SIXTH
II(B), PAY, ON BEHALF OF AN INDEMNIFIED PERSON ANY LOSS OR EXPENSES
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 OF THE INDEMNIFIED
PERSON.

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

(1) “MANAGER(S)” MEANS ANY OR ALL OF THE MANAGERS OF 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 FOR ANY CLAIM FOR COVERED ACTS AND SHALL INCLUDE, WITHOUT BEING
LIMITED TO, DAMAGES,
SETTLEMENTS, FINES, PENALTIES OR, WITH RESPECT TO EMPLOYEE BENEFITS
PLANS, EXCISE TAXES;

(3) "EXPENSES" MEANS ANY EXPENSES INCURRED IN CONNECTION WITH THE
DEFENSE
AGAINST ANY CLAIM FOR COVERED ACTS, INCLUDING, WITHOUT BEING LIMITED
TO, LEGAL, ACCOUNTING OR
INVESTIGATIVE FEES AND EXPENSES OR BONDS NECESSARY TO PURSUE AN APPEAL
OF AN ADVERSE JUDGMENT; AND

(4) "COVERED ACT" MEANS ANY ACT OR OMISSION BY THE 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 LIMITED LIABILITY
COMPANY, CORPORATION, PARTNERSHIP,
JOINT VENTURE, TRUST, OTHER ENTITY OR ENTERPRISE, INCLUDING, BUT NOT
LIMITED TO ANY ENTITIES AND
ENTERPRISES WHICH ARE SUBSIDIARIES OR AFFILIATES OF THE LIMITED LIABILITY
COMPANY, OR EMPLOYEE
BENEFIT PLAN.

(III) 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 REPRESENTATIVE 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 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 CLAUSE

(V), BELOW, AND THE FINAL DISPOSITION OF SUCH ACTION, SUIT, PROCEEDING OR
APPEAL 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) ACTION CONTRAVENING SECTION 17 OF THE ACT; OR (4) A TRANSACTION FROM
WHICH THE PERSON SEEKING
INDEMNIFICATION DERIVED AN IMPROPER PERSONAL BENEFIT.

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	Address
	First, Middle, Last, Suffix	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:

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 24 Day of March, 2021 at 10:59:09 PM by the Authorized Person.

JOHN E. SCHOLHAMER

Address of Authorized Signer:
1481 WAMPANOAG TRAIL
EAST PROVIDENCE, RI 02915

Form No. 400
Revised 09/07



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:

March 24, 2021 10:57 PM

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

Nellie M. Gorbea
Secretary of State

