



**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: E & A AERATING, 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: 2374 POST ROAD  
SUITE 201

City or Town: WARWICK State: RI Zip: 02886

The name of the resident agent at such address is: RICHARD A. SINAPI, ESQ.

**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: 61 MOUNT VIEW DRIVE

City or Town: CRANSTON State: RI Zip: 02920 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:

VI. ADDITIONAL PROVISIONS NOT INCONSISTENT WITH LAW SET FORTH IN THESE ARTICLES OF ORGANIZATION:

A. LIMITATION OF LIABILITY OF MANAGER.

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 §17 OF THE RHODE ISLAND LIMITED  
LIABILITY COMPANY ACT, AS MAY HEREAFTER BE AMENDED (THE "ACT"), EXCEPT  
FOR

(1) LIABILITY FOR BREACH OF THE MANAGER'S DUTY OF LOYALTY TO THE LIMITED  
LIABILITY COMPANY OR ITS MEMBERS, (2) LIABILITY FOR ACTS OR OMISSIONS NOT  
IN GOOD FAITH OR WHICH INVOLVE INTENTIONAL MISCONDUCT OR A KNOWING  
VIOLATION OF LAW, (3) LIABILITY IMPOSED PURSUANT TO THE PROVISIONS OF §32  
OF THE ACT, OR (4) 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.

B. LIMITATION OF LIABILITY OF MEMBERS AND OTHERS AND SCOPE THEREOF.

1. 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.

2. IN ADDITION TO THE AUTHORITY CONFERRED UPON THE MEMBERS AND  
MANAGERS OF  
THE LIMITED LIABILITY COMPANY BY THE FOREGOING PARAGRAPH, 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:

(A) THE OPERATING AGREEMENT PROVISIONS OR AGREEMENTS AUTHORIZED  
HEREBY MAY  
PROVIDE THAT THE LIMITED LIABILITY COMPANY SHALL, SUBJECT TO THE  
PROVISIONS  
OF THIS ARTICLE SEVENTH, 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.

(B) FOR THE PURPOSES OF THIS ARTICLE SEVENTH, 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 POWER OF MANAGEMENT;

(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 BENEFIT 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 JUDGEMENT; 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 WHILE SERVING AS SUCH OR WHILE SERVING AT THE REQUEST OF THE LIMITED LIABILITY COMPANY AS A MEMBER OF THE GOVERNING BODY, MANAGER, OFFICER, OR EMPLOYEE OF THE LIMITED LIABILITY COMPANY 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.

3. THE OPERATING AGREEMENT PROVISIONS OR AGREEMENTS AUTHORIZED HEREBY MAY COVER LOSS OR EXPENSES ARISING FROM ANY CLAIMS MADE AGAINST A RETIRED INDEMNIFIED PERSON WHO WAS AN INDEMNIFIED PERSON AT THE TIME THE COVERED ACT UPON WHICH SUCH CLAIMS ARE BASED OCCURRED.

4. 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 5, BELOW, AND THE FINAL DISPOSITION OF SUCH ACTION, SUIT, PROCEEDING OR APPEAL RESULTS IN AN ADJUDICATION ADVERSE TO SUCH INDEMNIFIED PERSON.

5. 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 §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 X 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
MANAGER	ENOCH L. COLE	61 MOUNT VIEW DRIVE CRANSTON, RI 02920 USA

#### 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 8 Day of April, 2021 at 4:16:55 PM by the Authorized Person.**

RICHARD A. SINAPI, ESQ.

**Address of Authorized Signer:**  
2374 POST ROAD, SUITE 201  
WARWICK, RI 02886

Form No. 400  
Revised 09/07

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