



**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: Empowering Road, 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: 47 WOOD AVE, SUITE 2
SUITE 2

City or Town: BARRINGTON

State: RI

Zip: 02806

The name of the resident agent at such address is: REGISTERED AGENTS INC

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: 10 DAVOL SQUARE, SUITE 100
SUITE 100

City or Town: PROVIDENCE

State: RI

Zip: 02910

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:

THIS COMPANY IS ORGANIZED PURSUANT TO THE PROVISIONS OF THE LIMITED
LIABILITY COMPANY LAWS OF THE STATE OF RHODE ISLAND AND PURSUANT TO

ARTICLES OF ORGANIZATION FILED WITH THE SECRETARY OF STATE ON THE
SIGNED

DATE OF THIS ARTICLE. THE RIGHTS AND OBLIGATIONS OF THE COMPANY AND THE
MEMBERS SHALL BE PROVIDED IN THIS OPERATING AGREEMENT. SEE OPERATING
AGREEMENT ATTACHED FOR ADDITIONAL PROVISIONS.

SOLE MEMBER OPERATING AGREEMENT
OF
EMPOWERING ROAD , LLC
A SINGLE-MEMBER LIMITED LIABILITY COMPANY

THIS IS A SINGLE-MEMBER, LLC OPERATING AGREEMENT (HEREINAFTER
"AGREEMENT") FOR THE LLC DESCRIBED BELOW, EXECUTED AS OF
_____, 2021 FOR GOOD AND VALUABLE CONSIDERATION.

THIS OPERATING AGREEMENT ("AGREEMENT") IS MADE AND ENTERED INTO AS OF
_____, 2021, BY AND AMONG EMPOWERING ROAD , LLC AN
SINGLE-MEMBER MANAGED LIMITED LIABILITY COMPANY (THE "COMPANY") AND
SABRINA MAZZILLI , EXECUTING THIS AGREEMENT AS THE SOLE MEMBER OF THE
COMPANY (THE "MEMBER") AND HEREBY STATES AS FOLLOWS:

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION THE RECEIPT AND
SUFFICIENCY OF
WHICH IS HEREBY ACKNOWLEDGED, IT IS AGREED AS FOLLOWS:

1) DEFINED TERMS

A) THE FOLLOWING CAPITALIZED TERMS SHALL HAVE THE MEANINGS SPECIFIED
IN THIS SECTION NAMED, "DEFINE TERMS". OTHER TERMS ARE DEFINED IN THE
TEXT OF THIS AGREEMENT; AND, THROUGHOUT THIS AGREEMENT, THOSE TERMS
SHALL

HAVE THE MEANINGS RESPECTIVELY ASCRIBED TO THEM.

B) "AGREEMENT" MEANS THIS AMENDED AND RESTATED OPERATING AGREEMENT,
AS AMENDED FROM TIME TO TIME.

C) "CAPITAL CONTRIBUTION" MEANS THE TOTAL AMOUNT OF CASH AND THE
FAIR MARKET VALUE OF ANY OTHER ASSETS CONTRIBUTED TO THE LLC BY THE
MEMBER FROM TIME TO TIME, NET OF LIABILITIES ASSUMED OR TO WHICH THE
ASSETS ARE SUBJECT.

D) "CASH" MEANS ALL CASH PROVIDED BY OPERATIONS OF THE LLC AS
REFLECTED IN THE FINANCIAL STATEMENTS OF THE LLC.

E) "INVOLUNTARY WITHDRAWAL" MEANS, WITH RESPECT TO THE MEMBER, THE
BANKRUPTCY, INSOLVENCY, LIQUIDATION OR DISSOLUTION OF THE MEMBER
UNDER

APPLICABLE FEDERAL OR STATE LAW.

F) "LLC" MEANS THE LIMITED LIABILITY COMPANY FORMED IN ACCORDANCE
WITH THIS AGREEMENT.

G) "MEMBER" MEANS THE MANAGING MEMBER AND ANY PERSON WHO
SUBSEQUENTLY IS ADMITTED AS A MEMBER OF THE LLC.

H) "PERSON" MEANS AN INDIVIDUAL, A CORPORATION, A LIMITED LIABILITY
COMPANY, A PARTNERSHIP, AN ASSOCIATION, A FEDERAL, STATE, LOCAL OR
FOREIGN GOVERNMENTAL OR REGULATORY ENTITY (OR ANY DEPARTMENT,
AGENCY,

AUTHORITY OR POLITICAL SUBDIVISION THEREOF), A TRUST OR OTHER ENTITY OR
ORGANIZATION.

2) FORMATION

A) ORGANIZATION. THE LLC WAS FORMED PURSUANT TO THE ACT BY FILING

THE CERTIFICATE WITH THE OFFICE OF THE RHODE ISLAND SECRETARY OF STATE
ON

, 2021. THE INITIAL AGREEMENT IS STATED IN ITS
ENTIRETY.

B) NAME OF THE LLC. THE MEMBER HAS FORMED A SINGLE MEMBER,
MEMBER-MANAGED LIMITED LIABILITY COMPANY NAMED EMPOWERING ROAD,
LLC BY FILING THE ARTICLES OF ORGANIZATION WITH THE OFFICE IN THE STATE
OF RHODE ISLAND ON, 2021. THE LLC MAY DO BUSINESS
UNDER THAT NAME AND UNDER ANY OTHER NAME OR NAMES AS SELECTED BY THE

MEMBER. THE OPERATION OF THE COMPANY SHALL BE GOVERNED BY THE TERMS
OF

THIS AGREEMENT AND THE APPLICABLE LAWS OF THE STATE OF RHODE ISLAND
RELATING TO THE FORMATION, OPERATION AND TAXATION OF A LLC,
SPECIFICALLY

THE PROVISIONS UNDER RI GENERAL LAWS CHAPTER 7-16, WHICH SET OUT THE
GUIDELINES AND PROCEDURES FOR THE FORMATION AND OPERATION OF A LLC
HEREINAFTER COLLECTIVELY REFERRED TO AS THE "STATUTES." TO THE EXTENT
PERMITTED BY THE STATUTES, THE TERMS AND PROVISIONS OF THIS AGREEMENT
SHALL CONTROL IN THE EVENT THERE IS A CONFLICT BETWEEN THE STATUTES AND

THIS AGREEMENT.

C) COMPANY FORMATION AND DURATION. THE COMPANY HAS BEEN ORGANIZED
AS

A
LIMITED LIABILITY COMPANY MANAGED BY ITS MEMBERS. THE COMPANY SHALL
COMMENCE ON THE DATE OF FILING OF THE ARTICLES OF ORGANIZATION AND
SHALL

EXIST UNTIL THE COMPANY DISSOLVES AND ITS AFFAIRS ARE WOUND UP IN
ACCORDANCE WITH THIS OPERATING AGREEMENT OR APPLICABLE LAW.

D) SINGLE MEMBER. THE MEMBER IS THE SOLE MEMBER OF THE COMPANY, OWNS
100% OF THE LLC AND VOTING RIGHTS, AND IS THE ONLY PERSON HAVING RIGHTS
IN THE COMPANY, INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO RECEIVE
DISTRIBUTIONS OF THE COMPANY'S ASSETS AND THE RIGHT TO VOTE AND MANAGE

COMPANY AFFAIRS. THE SOLE MEMBER OF THE LLC SHALL OWN ALL OF THE
INTERESTS IN THE LLC. THE NAME, PRESENT MAILING ADDRESS AND TAXPAYER
IDENTIFICATION NUMBER OF THE MEMBER SHALL BE MAINTAINED WITH THE
BOOKS

AND RECORDS OF THE LLC.

I) THE MEMBER HAS THE SOLE POWER AND AUTHORITY, ON BEHALF OF THE
COMPANY, TO CARRY OUT THE COMPANY'S BUSINESS AND AFFAIRS, INCLUDING,
WITHOUT LIMITATION, THE SOLE POWER AND AUTHORITY TO ACQUIRE, ENCUMBER,
OR

CONVEY REAL OR PERSONAL PROPERTY FROM ANY SOURCE AND THROUGH ANY
MEANS;

ENGAGE IN ANY FINANCIAL TRANSACTIONS ON BEHALF OF THE COMPANY,
INCLUDING

OPENING, MAINTAINING, OR CLOSING ACCOUNTS, BORROWING MONEY, OR THE
LIKE;

ENTERING INTO CONTRACTS ON BEHALF OF THE COMPANY; COMMENCE,
PROSECUTE, OR

DEFEND ANY LEGAL PROCEEDINGS IN THE COMPANY'S NAME; AND CARRY ON ANY

OTHER BUSINESS OR AFFAIRS OF THE COMPANY NOT SPECIFICALLY PROVIDED HEREIN, THAT IS NOT IN CONTRAVENTION OF APPLICABLE LAW.

II) NO STATE-LAW PARTNERSHIP. THE MEMBER INTENDS THAT THE LLC NOT BE A PARTNERSHIP (INCLUDING, WITHOUT LIMITATION, A LIMITED PARTNERSHIP) OR JOINT VENTURE, AND THAT NO MEMBER BE A PARTNER OR JOINT VENTURER OF ANY

OTHER MEMBER, FOR ANY PURPOSES.

E) BOOKS AND RECORDS. THE COMPANY SHALL MAINTAIN COMPLETE AND ACCURATE BOOKS AND RECORDS OF THE COMPANY'S BUSINESS AND AFFAIRS.

F) AMENDMENT; ENTIRE AGREEMENT. THIS OPERATING AGREEMENT MAY BE AMENDED AT ANY TIME BY THE MEMBER, FOR ANY REASON. THIS OPERATING AGREEMENT, AS MAY BE AMENDED, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN

THE MEMBER AND COMPANY WITH RESPECT TO THE SUBJECT MATTER HEREOF.

3) PURPOSES AND POWERS.

A. THE PURPOSES OF THE COMPANY SHALL BE:

I. THE LLC IS ORGANIZED TO ENGAGE IN AND CARRY ON ANY LAWFUL BUSINESS, PURPOSE OR ACTIVITY FOR WHICH LIMITED LIABILITY COMPANIES MAY BE FORMED UNDER THE ACT AND SHALL POSSESS AND MAY EXERCISE ALL THE POWERS

AND PRIVILEGES GRANTED BY THE ACT, BY LAW OR BY THIS AGREEMENT, TOGETHER

WITH ANY POWERS INCIDENTAL TO THE CONDUCT, PROMOTION AND ATTAINMENT OF

THE BUSINESS PURPOSE OR ACTIVITIES OF THE LLC, SO FAR AS SUCH POWERS ARE NECESSARY OR CONVENIENT; AND

II. TO PERFORM OR ENGAGE IN ANY AND ALL ACTIVITIES AND/OR BUSINESSES FOR WHICH LIMITED LIABILITY COMPANIES MAY BE ENGAGED UNDER THE STATUTES.

III. TO PROVIDE MENTAL HEALTH GOODS AND SERVICES.

B) THE COMPANY SHALL HAVE ALL POWERS NECESSARY AND CONVENIENT TO EFFECT ANY PURPOSE FOR WHICH IT IS FORMED, INCLUDING ALL POWERS GRANTED

BY THE STATUTES.

4) DURATION.

A) THE COMPANY SHALL CONTINUE IN EXISTENCE UNTIL DISSOLVED, LIQUIDATED OR TERMINATED IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT AND, TO THE EXTENT NOT OTHERWISE SUPERSEDED BY THIS AGREEMENT, THE STATUTES.

5) REGISTERED OFFICE AND RESIDENT AGENT.

A) THE REGISTERED OFFICE AND RESIDENT AGENT OF THE COMPANY SHALL BE AS DESIGNATED IN THE INITIAL ARTICLES OF ORGANIZATION/CERTIFICATE OF ORGANIZATION OR AN AMENDMENT THEREOF. THE REGISTERED OFFICE AND/OR RESIDENT AGENT MAY BE CHANGED FROM TIME TO TIME. ANY SUCH CHANGE SHALL BE

MADE IN ACCORDANCE WITH THE STATUTES, OR, IF DIFFERENT FROM THE STATUTES,

IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT. IF THE RESIDENT AGENT SHALL EVER RESIGN, THE COMPANY SHALL PROMPTLY APPOINT A SUCCESSOR

AGENT.

B) AT THE DATE AND TIME OF THIS OFFICIAL AGREEMENT, THE ELECTED REGISTERED AGENT IS:

I) REGISTERED AGENTS INC.

II) LOCATED AT 47 WOOD AVE, SUITE 2, BARRINGTON, RI 02806

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C) THE PRINCIPAL OFFICE OF THE LLC SHALL BE LOCATED AT 10 DAVOL SQUARE, SUITE 100, PROVIDENCE, RI 02903 , OR ANY OTHER PLACE SELECTED BY THE MEMBER.

6) CAPITAL

A) CAPITAL CONTRIBUTIONS AND DISTRIBUTIONS. THE MEMBER MAY MAKE SUCH CAPITAL CONTRIBUTIONS (EACH A "CAPITAL CONTRIBUTION") IN SUCH AMOUNTS AND

AT SUCH TIMES AS THE MEMBER SHALL DETERMINE. THE MEMBER SHALL NOT BE OBLIGATED TO MAKE ANY CAPITAL CONTRIBUTIONS EXCEPT AS THE MEMBER EXPRESSLY AGREES. ALL CAPITAL CONTRIBUTIONS MADE BY THE MEMBER TO THE COMPANY SHALL BE CREDITED TO THE MEMBER'S CAPITAL ACCOUNT. THE MEMBER

SHALL HAVE NO PERSONAL LIABILITY FOR ANY OBLIGATIONS OF THE LLC. THE MEMBER MAY TAKE DISTRIBUTIONS OF THE CAPITAL FROM TIME TO TIME IN ACCORDANCE WITH THE LIMITATIONS IMPOSED BY THE STATUTES.

B) MEMBERS CAPITAL ACCOUNTS. A CAPITAL ACCOUNT FOR THE MEMBER SHALL BE MAINTAINED BY THE COMPANY. THE MEMBER'S CAPITAL ACCOUNT SHALL REFLECT

THE MEMBER'S CAPITAL CONTRIBUTIONS AND INCREASES FOR ANY NET INCOME OR

GAIN OF THE COMPANY. THE MEMBER'S CAPITAL ACCOUNT SHALL ALSO REFLECT DECREASES FOR DISTRIBUTIONS MADE TO THE MEMBER AND THE MEMBER'S SHARE OF

ANY LOSSES AND DEDUCTIONS OF THE COMPANY.

C) MEMBERSHIP INTERESTS. THE LIMITED LIABILITY COMPANY INTERESTS OF THE LLC SHALL NOT BE EVIDENCED BY CERTIFICATES ISSUED BY THE LLC.

7) BOOKS, RECORDS AND ACCOUNTING.

A) BOOKS AND RECORDS. THE COMPANY SHALL MAINTAIN COMPLETE AND ACCURATE BOOKS AND RECORDS OF THE COMPANY'S BUSINESS AND AFFAIRS AS REQUIRED BY THE STATUTES AND SUCH BOOKS AND RECORDS SHALL BE KEPT AT THE

COMPANY'S REGISTERED OFFICE AND SHALL IN ALL RESPECTS BE INDEPENDENT OF

THE BOOKS, RECORDS AND TRANSACTIONS OF THE MEMBER.

B) FISCAL YEAR; ACCOUNTING. THE COMPANY'S FISCAL YEAR SHALL BE THE CALENDAR YEAR ENDING MONTH OF DECEMBER.

8) PROFIT, LOSS AND DISTRIBUTIONS

A) PROFITS/LOSSES. FOR FINANCIAL ACCOUNTING AND TAX PURPOSES, THE COMPANY'S NET PROFITS OR NET LOSSES SHALL BE DETERMINED ON AN ANNUAL BASIS AND SHALL BE ALLOCATED TO THE MEMBERS IN PROPORTION TO EACH MEMBER'S RELATIVE CAPITAL INTEREST IN THE COMPANY AS SET FORTH AND AS AMENDED FROM TIME TO TIME IN ACCORDANCE WITH U.S. DEPARTMENT OF THE TREASURY REGULATION 1.704-1 AND THIS OPERATING AGREEMENT.

B) ALLOCATIONS AND DISTRIBUTIONS. ALL PROFIT AND LOSS SHALL BE ALLOCATED TO THE MEMBER. CASH SHALL BE DISTRIBUTED TO THE MEMBER AS THE

MEMBER SHALL DETERMINE FROM TIME TO TIME.

C) LIMITATION ON DISTRIBUTIONS. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE LLC SHALL NOT MAKE A DISTRIBUTION TO THE MEMBER ON ACCOUNT OF HIS INTEREST IN THE LLC IF SUCH DISTRIBUTION WOULD VIOLATE THE ACT OR OTHER APPLICABLE LAW.

D) MANAGEMENT FEE. THE MEMBER RENDERING SERVICES TO THE COMPANY IS ENTITLED TO COMPENSATION PROPORTIONATE WITH THE VALUE OF THOSE SERVICES.

E) REIMBURSEMENT. THE COMPANY MUST REIMBURSE THE MEMBER FOR ALL DIRECT OUT-OF-POCKET EXPENSES INCURRED IN MANAGING THE COMPANY.

9) U.S. FEDERAL / STATE INCOME TAX TREATMENT

A) THE MEMBER INTENDS THAT THE COMPANY, AS A SINGLE MEMBER LLC, SHALL BE TAXED AS A SOLE PROPRIETORSHIP IN ACCORDANCE WITH THE PROVISIONS

OF THE INTERNAL REVENUE CODE. ANY PROVISIONS HEREIN THAT MAY CAUSE THE COMPANY NOT TO BE TAXED AS A SOLE PROPRIETORSHIP SHALL BE INOPERATIVE.

10) RIGHTS, POWERS AND OBLIGATIONS OF MEMBER

A) THE MANAGING MEMBER SHALL HAVE THE EXCLUSIVE CONTROL OVER THE GOVERNANCE AND OPERATION OF THE LLC AND SHALL BE DULY AUTHORIZED TO TAKE

ANY AND ALL ACTION OF BEHALF OF THE LLC.

B) AUTHORITY. SABRINA MAZZILLI, AS SOLE MEMBER OF THE COMPANY, HAS SOLE AUTHORITY AND POWER TO ACT FOR OR ON BEHALF OF THE COMPANY, TO

DO ANY ACT THAT WOULD BE BINDING ON THE COMPANY, OR INCUR ANY EXPENDITURES ON BEHALF OF THE COMPANY.

C) SIGNING AUTHORITY. ANY DOCUMENT OR INSTRUMENT PURPORTING TO BIND THE LLC SHALL BE EFFECTIVE TO BIND THE LLC WHEN EXECUTED BY (A) THE MANAGING MEMBER OR (B) ANY PERSON AUTHORIZED BY THE MANAGING MEMBER

PURSUANT TO SECTION 5.1 HEREOF (INCLUDING AN OFFICER OF THE LLC ACTING WITHIN THE SCOPE OF HIS OR HER AUTHORITY).

D) LIABILITY TO THIRD PARTIES. THE MEMBER SHALL NOT BE LIABLE FOR THE DEBTS, OBLIGATIONS OR LIABILITIES OF THE COMPANY, INCLUDING UNDER A JUDGMENT, DECREE OR ORDER OF A COURT.

E) RIGHTS, POWERS AND OBLIGATIONS OF MANAGER. THE COMPANY IS ORGANIZED AS A "MEMBER-MANAGED" LIMITED LIABILITY COMPANY.

F) THE MEMBER IS DESIGNATED AS THE INITIAL MANAGING MEMBER.

G) OWNERSHIP OF COMPANY PROPERTY. THE COMPANY'S ASSETS SHALL BE DEEMED OWNED BY THE COMPANY AS AN ENTITY, AND THE MEMBER SHALL HAVE NO

OWNERSHIP INTEREST IN SUCH ASSETS OR ANY PORTION THEREOF. TITLE TO ANY OR

ALL SUCH COMPANY ASSETS MAY BE HELD IN THE NAME OF THE COMPANY, ONE OR

MORE NOMINEES OR IN "STREET NAME", AS THE MEMBER MAY DETERMINE.

H) OTHER ACTIVITIES

I) EXCEPT AS LIMITED BY THE STATUTES, THE MEMBER MAY ENGAGE IN OTHER BUSINESS VENTURES OF ANY NATURE, INCLUDING, WITHOUT LIMITATION BY SPECIFICATION, THE OWNERSHIP OF ANOTHER BUSINESS SIMILAR TO THAT OPERATED

BY THE COMPANY. THE COMPANY SHALL NOT HAVE ANY RIGHT OR INTEREST IN ANY

SUCH INDEPENDENT VENTURES OR TO THE INCOME AND PROFITS DERIVED THEREFROM.

11) LIABILITY AND INDEMNIFICATION LIMITATIONS

A) NO MEMBER, IN SUCH CAPACITY, SHALL BE LIABLE FOR ANY OBLIGATION OR LIABILITY OF THE LLC. THE LLC SHALL INDEMNIFY AND HOLD HARMLESS, TO THE FULLEST EXTENT PERMITTED BY LAW, THE MEMBER, AND EACH AGENT,

PARTNER,

OFFICER, EMPLOYEE, COUNSEL AND AFFILIATE OF THE MEMBER OR OF ANY OF ITS AFFILIATES (INDIVIDUALLY, AN "INDEMNIFIED PARTY"), AS FOLLOWS:

B) THE LLC SHALL INDEMNIFY AND HOLD HARMLESS, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY INDEMNIFIED PARTY FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, DAMAGES, LIABILITIES, EXPENSES (INCLUDING LEGAL FEES AND EXPENSES), JUDGMENTS, FINES, SETTLEMENTS AND OTHER AMOUNTS

("INDEMNIFIED

COSTS") ARISING FROM ALL CLAIMS, DEMANDS, ACTIONS, SUITS OR PROCEEDINGS ("ACTIONS"), WHETHER CIVIL, CRIMINAL, ADMINISTRATIVE OR INVESTIGATIVE, IN WHICH THE INDEMNIFIED PARTY MAY BE INVOLVED, OR THREATENED TO BE INVOLVED, AS A PARTY OR OTHERWISE ARISING AS A RESULT OF ITS STATUS AS THE MEMBER, OR AN AGENT, PARTNER, OFFICER, EMPLOYEE, COUNSEL OR AFFILIATE

OF THE MEMBER OR OF ANY OF ITS AFFILIATES, REGARDLESS OF WHETHER THE INDEMNIFIED PARTY CONTINUES IN THE CAPACITY AT THE TIME THE LIABILITY OR EXPENSE IS PAID OR INCURRED, AND REGARDLESS OF WHETHER THE ACTION IS BROUGHT BY A THIRD PARTY, OR BY OR IN THE RIGHT OF THE LLC; PROVIDED, HOWEVER, NO SUCH PERSON SHALL BE INDEMNIFIED FOR ANY INDEMNIFIED COSTS

(I) WHICH PROXIMATELY RESULT FROM THE PERSON'S SELF-DEALING, WILLFUL MISCONDUCT OR RECKLESS MISCONDUCT; (II) WHICH ARE SOUGHT IN CONNECTION

WITH ANY PROCEEDING ARISING OUT OF A MATERIAL BREACH OF ANY AGREEMENT,

BETWEEN SUCH PERSON AND THE LLC OR ANY AFFILIATE OF THE LLC OR (III) FOR WHICH INDEMNIFICATION IS PROHIBITED BY APPLICABLE LAWS.

C) THE LLC SHALL PAY OR REIMBURSE, TO THE FULLEST EXTENT ALLOWED BY LAW AND CONSISTENT WITH SECTION 10.B ABOVE, IN ADVANCE OF THE FINAL DISPOSITION OF THE PROCEEDING, INDEMNIFIED COSTS INCURRED BY THE INDEMNIFIED PARTY IN CONNECTION WITH ANY ACTION THAT IS THE SUBJECT OF SECTION 10.B ABOVE.

D) LIMITATION OF LIABILITY AND INDEMNIFICATION OF MEMBER. THE MEMBER (INCLUDING, FOR PURPOSES OF THIS SECTION, ANY ESTATE, HEIR, PERSONAL REPRESENTATIVE, RECEIVER, TRUSTEE, SUCCESSOR, ASSIGNEE AND/OR TRANSFEREE

OF THE MEMBER) SHALL NOT BE LIABLE RESPONSIBLE OR ACCOUNTABLE, IN DAMAGES

OR OTHERWISE, TO THE COMPANY OR ANY OTHER PERSON FOR: (I) ANY ACT PERFORMED, OR THE OMISSION TO PERFORM ANY ACT, WITHIN THE SCOPE OF THE POWER AND AUTHORITY CONFERRED ON THE MEMBER BY THIS AGREEMENT AND/OR BY

THE STATUTES EXCEPT BY REASON OF ACTS OR OMISSIONS FOUND BY A COURT OF COMPETENT JURISDICTION UPON ENTRY OF A FINAL JUDGMENT RENDERED AND UN-

APPEALABLE OR NOT TIMELY APPEALED ("JUDICIALLY DETERMINED") TO CONSTITUTE

FRAUD, GROSS NEGLIGENCE, RECKLESSNESS OR INTENTIONAL MISCONDUCT; (II) THE

TERMINATION OF THE COMPANY AND THIS AGREEMENT PURSUANT TO THE TERMS HEREOF; (III) THE PERFORMANCE BY THE MEMBER OF, OR THE OMISSION BY THE MEMBER TO PERFORM, ANY ACT WHICH THE MEMBER REASONABLY BELIEVED TO BE

CONSISTENT WITH THE ADVICE OF ATTORNEYS, ACCOUNTANTS OR OTHER

PROFESSIONAL ADVISERS TO THE COMPANY WITH RESPECT TO MATTERS RELATING TO

THE COMPANY, INCLUDING ACTIONS OR OMISSIONS DETERMINED TO CONSTITUTE VIOLATIONS OF LAW BUT WHICH WERE NOT UNDERTAKEN IN BAD FAITH; OR (IV)

THE

CONDUCT OF ANY PERSON SELECTED OR ENGAGED BY THE MEMBER.

E) THE COMPANY, ITS RECEIVERS, TRUSTEES, SUCCESSORS, ASSIGNEES AND/OR TRANSFEREES SHALL INDEMNIFY, DEFEND AND HOLD THE MEMBER HARMLESS

FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, LOSSES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, KNOWN OR UNKNOWN, LIQUIDATED OR UNLIQUIDATED, THAT ARE INCURRED BY THE MEMBER (INCLUDING AMOUNTS PAID IN

SATISFACTION OF JUDGMENTS, IN SETTLEMENT OF ANY ACTION, SUIT, DEMAND, INVESTIGATION, CLAIM OR PROCEEDING ("CLAIM"), AS FINES OR PENALTIES) AND FROM AND AGAINST ALL LEGAL OR OTHER SUCH COSTS AS WELL AS THE EXPENSES OF

INVESTIGATING OR DEFENDING AGAINST ANY CLAIM OR THREATENED OR ANTICIPATED

CLAIM ARISING OUT OF, CONNECTED WITH OR RELATING TO THIS AGREEMENT, THE COMPANY OR ITS BUSINESS AFFAIRS IN ANY WAY; PROVIDED, THAT THE CONDUCT OF

THE MEMBER WHICH GAVE RISE TO THE ACTION AGAINST THE MEMBER IS INDEMNIFIABLE UNDER THE STANDARDS SET FORTH IN SECTION 10(D).

F) UPON APPLICATION, THE MEMBER SHALL BE ENTITLED TO RECEIVE ADVANCES TO COVER THE COSTS OF DEFENDING OR SETTLING ANY CLAIM OR ANY

THREATENED OR ANTICIPATED CLAIM AGAINST THE MEMBER THAT MAY BE SUBJECT TO

INDEMNIFICATION HEREUNDER UPON RECEIPT BY THE COMPANY OF ANY UNDERTAKING

BY OR ON BEHALF OF THE MEMBER TO REPAY SUCH ADVANCES TO THE COMPANY, WITHOUT INTEREST, IF THE MEMBER IS JUDICIALLY DETERMINED NOT TO BE ENTITLED TO INDEMNIFICATION UNDER SECTION 10(D)(E).

G) ALL RIGHTS OF THE MEMBER TO INDEMNIFICATION UNDER THIS SECTION 10(D) SHALL (I) BE CUMULATIVE OF, AND IN ADDITION TO, ANY RIGHT TO WHICH THE MEMBER MAY BE ENTITLED TO BY CONTRACT OR AS A MATTER OF LAW OR EQUITY, AND (II) SURVIVE THE DISSOLUTION, LIQUIDATION OR TERMINATION OF THE COMPANY AS WELL AS THE DEATH, REMOVAL, INCOMPETENCY OR INSOLVENCY OF THE MEMBER.

H) THE TERMINATION OF ANY CLAIM OR THREATENED CLAIM AGAINST THE MEMBER BY JUDGMENT, ORDER, SETTLEMENT OR UPON A PLEA OF NOLO CONTENDERE

OR ITS EQUIVALENT SHALL NOT, OF ITSELF, CAUSE THE MEMBER NOT TO BE ENTITLED TO INDEMNIFICATION AS PROVIDED HEREIN UNLESS AND UNTIL JUDICIALLY DETERMINED TO NOT BE SO ENTITLED.

I) THE MEMBER IS PERMITTED THE MAXIMUM INDEMNIFICATION AVAILABLE.

J) EXCULPATION. ANY ACT OR OMISSION OF THE MEMBER, THE EFFECT OF WHICH MAY CAUSE LOSS OR DAMAGE TO THE COMPANY, IF DONE IN GOOD FAITH TO

PROMOTE THE BEST INTERESTS OF THE COMPANY, WILL NOT SUBJECT THE MEMBER TO

ANY LIABILITY.

12) TRANSFER OF INTERESTS

A) TRANSFER. THE MANAGING MEMBER SHALL HAVE THE RIGHT TO TRANSFER ITS MEMBERSHIP INTEREST TO ANY PERSON AT ANY TIME, BUT ANY TRANSFER OF LESS THAN THE MEMBER'S ENTIRE INTEREST SHALL BE IN ACCORDANCE WITH SECTIONS WITHIN THIS AGREEMENT. ANY TRANSFEREE SHALL BE ADMITTED AS A MEMBER AS OF THE EFFECTIVE DATE OF THE TRANSFER.

B) ADMISSION OF NEW MEMBERS. NO NEW MEMBER SHALL BE ADMITTED, EITHER BY TRANSFER OF A PORTION OF THE MEMBER'S INTEREST, OR IN ANY OTHER MANNER, WHICH CAUSES THE LLC TO HAVE TWO OR MORE MEMBERS, UNTIL THIS AGREEMENT HAS BEEN AMENDED TO PROVIDE FOR SUCH ADMISSION, INCLUDING AMENDMENTS RELATING TO THE GOVERNANCE OF THE LLC, AND PROVIDING FOR THE

ALLOCATION OF PROFITS AND LOSSES OF THE LLC AMONG THE MEMBERS, AND SUCH

AMENDMENT HAS BEEN ACCEPTED BY THE EXISTING MEMBER AND THE NEW MEMBER.

13) DEATH, DISABILITY, DISSOLUTION, LIQUIDATION AND TERMINATION OF THE LLC

A) DEATH OF MEMBER. UPON THE DEATH OF THE MEMBER, THE COMPANY SHALL BE DISSOLVED. BY SEPARATE WRITTEN DOCUMENTATION, THE MEMBER SHALL DESIGNATE AND APPOINT THE INDIVIDUAL WHO WILL WIND DOWN THE COMPANY'S

BUSINESS AND TRANSFER OR DISTRIBUTE THE MEMBER'S INTERESTS AND CAPITAL ACCOUNT AS DESIGNATED BY THE MEMBER OR AS MAY OTHERWISE BE REQUIRED BY

LAW.

B) DISABILITY OF MEMBER. UPON THE DISABILITY OF A MEMBER, THE MEMBER MAY CONTINUE TO ACT AS MANAGER HEREUNDER OR APPOINT A PERSON TO SO SERVE

UNTIL THE MEMBER'S INTERESTS AND CAPITAL ACCOUNT OF THE MEMBER HAVE BEEN

TRANSFERRED OR DISTRIBUTED.

C) DISSOLUTION. THE COMPANY SHALL DISSOLVE AND ITS AFFAIRS SHALL BE WOUND UP ON THE FIRST TO OCCUR OF:

I) AT A TIME, OR UPON THE OCCURRENCE OF AN EVENT SPECIFIED IN THE ARTICLES OF ORGANIZATION OR THIS AGREEMENT.

II) THE DETERMINATION BY THE MEMBER THAT THE COMPANY SHALL BE DISSOLVED.

D) EVENTS OF DISSOLUTION. THE LLC SHALL BE DISSOLVED UPON THE ELECTION OF THE MEMBER.

14) GENERAL PROVISIONS

A) AMENDMENT. THIS AGREEMENT MAY NOT BE AMENDED OR REVOKED AT ANY TIME WITHOUT THE WRITTEN CONSENT OF THE MEMBER.

B) APPLICABLE LAW. ALL QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY AND INTERPRETATION OF THIS AGREEMENT AND THE PERFORMANCE OF THE

OBLIGATIONS IMPOSED BY THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF

THE STATE, WITHOUT REGARD FOR ANY RULES OR PRINCIPLES THEREOF THAT WOULD

REQUIRE OR PERMIT THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

C) NO THIRD PARTY BENEFIT. THE PROVISIONS HEREOF ARE SOLELY FOR THE BENEFIT OF THE LLC AND ITS MEMBER AND ARE NOT INTENDED TO, AND SHALL NOT

BE CONSTRUED TO, CONFER A RIGHT OR BENEFIT ON ANY CREDITOR OF THE LLC OR ANY OTHER PERSON.

D) SECTION TITLES. THE HEADINGS HEREIN ARE INSERTED AS A MATTER OF CONVENIENCE ONLY, AND DO NOT DEFINE, LIMIT OR DESCRIBE THE SCOPE OF THIS AGREEMENT OR THE INTENT OF THE PROVISIONS HEREOF.

E) BINDING PROVISIONS. THIS AGREEMENT IS BINDING UPON, AND INURES TO THE BENEFIT OF, THE PARTIES HERETO AND THEIR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, PERSONAL AND LEGAL REPRESENTATIVES, SUCCESSORS AND PERMITTED ASSIGNS.

F) TERMS. COMMON NOUNS AND PRONOUNS SHALL BE DEEMED TO REFER TO THE MASCULINE, FEMININE, NEUTER, SINGULAR AND PLURAL, AS THE IDENTITY OF THE PERSON MAY IN THE CONTEXT REQUIRE.

G) SEVERABILITY OF PROVISIONS. EACH PROVISION OF THIS AGREEMENT SHALL BE CONSIDERED SEVERABLE; AND IF, FOR ANY REASON, ANY PROVISION OR PROVISIONS HEREIN ARE DETERMINED TO BE INVALID AND CONTRARY TO ANY EXISTING OR FUTURE LAW, SUCH INVALIDITY SHALL NOT IMPAIR THE OPERATION OF OR AFFECT THOSE PORTIONS OF THIS AGREEMENT WHICH ARE VALID.

I) THE INVALIDITY OR UNENFORCEABILITY OF ANY PARTICULAR PROVISION OF THIS AGREEMENT SHALL NOT AFFECT THE OTHER PROVISIONS HEREOF, AND THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS AS IF SUCH INVALID OR UNENFORCEABLE PROVISIONS WERE OMITTED.

H) ARTICLE HEADINGS. THE ARTICLE HEADINGS AND NUMBERS CONTAINED IN THIS AGREEMENT HAVE BEEN INSERTED ONLY AS A MATTER OF CONVENIENCE AND FOR REFERENCE, AND IN NO WAY SHALL BE CONSTRUED TO DEFINE, LIMIT OR DESCRIBE THE SCOPE OR INTENT OF ANY PROVISION OF THIS AGREEMENT.

I) ENTIRE AGREEMENT. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE MEMBER AND THE COMPANY. THIS AGREEMENT SUPERSEDES ANY AND ALL OTHER AGREEMENTS, EITHER ORAL OR WRITTEN, BETWEEN SAID PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

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	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 22 Day of September, 2021 at 1:35:49 PM by the Authorized Person.

SABRINA MAZZILLI

Address of Authorized Signer:

57 ROLFE SQUARE, PO BOX 10429, CRANSTON, RI 02910

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:

September 22, 2021 01:34 PM

A handwritten signature in blue ink, appearing to read "Nellie M. Gorbea", is written over a light blue circular watermark that matches the Seal of the State of Rhode Island.

Nellie M. Gorbea
Secretary of State

