



**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: SARYANG, 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

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: #1011 371 PUTNAM PIKE STE 230

City or Town: SMITHFIELD

State: RI    Zip: 02917    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:

OPERATING AGREEMENT  
FOR

SARYANG, LLC

A SINGLE-MEMBER MANAGED LIMITED LIABILITY COMPANY

ARTICLE I  
COMPANY FORMATION

1.1 FORMATION. THE MEMBERS HAS FORMED A LIMITED LIABILITY COMPANY ("COMPANY") ACCORDING TO THE PROVISIONS OF STATE LAW IN THE STATE IN WHICH IT WAS FORMED. THIS OPERATING AGREEMENT IS ENTERED INTO AND EFFECTIVE AS OF THE DATE IT IS ADOPTED BY THE MEMBER.

1.2 REGISTERED AGENT. THE LOCATION AND NAME OF THE REGISTERED AGENT WILL BE AS STATED IN THE COMPANY'S FORMATION DOCUMENTS.

1.3 TERM. THE COMPANY WILL CONTINUE PERPETUALLY, UNLESS,

(A) THE MEMBER VOTES FOR DISSOLUTION; OR

(B) ANY EVENT WHICH CAUSES THE COMPANY'S BUSINESS TO BECOME UNLAWFUL; OR

(C) ANY OTHER EVENT CAUSING DISSOLUTION OF THIS LIMITED LIABILITY COMPANY UNDER APPLICABLE STATE LAWS.

1.4 BUSINESS PURPOSE. THE COMPANY WILL CONDUCT ANY AND ALL LAWFUL BUSINESS DEEMED APPROPRIATE IN EXECUTING THE COMPANY'S OBJECTIVES.

1.5 PRINCIPAL PLACE OF BUSINESS. THE COMPANY'S PRINCIPAL PLACE OF BUSINESS WILL BE AS STATED IN THE FORMATION DOCUMENTS, OR AS LATER SELECTED BY THE MEMBER.

1.6 ADMISSION OF ADDITIONAL MEMBERS. ADDITIONAL MEMBERS MAY BE ADMITTED TO THE COMPANY THROUGH A CERTIFICATE OF NEW MEMBERSHIP ISSUANCE BY THE COMPANY OF A NEW INTEREST IN THE COMPANY OR A SALE OF THE MEMBER'S CURRENT PERCENTAGE OF INTEREST. SHOULD A NEW MEMBER BE ADMITTED, THIS OPERATING AGREEMENT WILL BECOME NULL AND VOID, AND A NEW OPERATING AGREEMENT THAT ADDRESSES THE POWERS OF MULTIPLE MEMBERS WILL BE ADOPTED.

ARTICLE II  
CAPITAL CONTRIBUTIONS

2.1 INITIAL CONTRIBUTIONS. THE MEMBER INITIALLY SHALL CONTRIBUTE TO THE COMPANY CAPITAL AND THE COMPANY SHALL KEEP RECORD OF THE AMOUNT CONTRIBUTED.

ARTICLE III  
PROFITS, LOSSES AND DISTRIBUTIONS

3.1 PROFITS/LOSSES. FOR FINANCIAL ACCOUNTING AND TAX PURPOSES THE

COMPANY'S NET PROFITS OR NET LOSSES SHALL BE DETERMINED ON AN ANNUAL BASIS.

3.2 DISTRIBUTIONS. THE MEMBER WILL DETERMINE AND DISTRIBUTE AVAILABLE FUNDS ANNUALLY OR AS THE MEMBER SEES FIT. AVAILABLE FUNDS WILL REFER TO THE NET CASH OF THE COMPANY AVAILABLE AFTER EXPENSES AND LIABILITIES ARE PAID. UPON LIQUIDATION OF THE COMPANY THE MEMBER'S INTEREST MUST BE DISTRIBUTED ACCORDING TO THE POSITIVE CAPITAL OR PURSUANT TO TREASURY REGULATION 1.704-L(B)(2)(II)(B)(2). TO THE EXTENT A MEMBER HAS A NEGATIVE CAPITAL ACCOUNT BALANCE, THERE WILL BE A QUALIFIED INCOME OFFSET, AS SET FORTH IN TREASURY REGULATION 1.704-L(B)(2)(II)(D).

#### ARTICLE IV MANAGEMENT

4.1 MANAGEMENT OF THE BUSINESS. THE MEMBER WILL BE RESPONSIBLE FOR THE MANAGEMENT AND OWNERSHIP OF THE BUSINESS.

4.2 MEMBER. THE LIABILITY OF THE MEMBER WILL BE LIMITED AS PROVIDED BY STATE LAW. THE MEMBER IS IN CONTROL OF THE COMPANY'S AFFAIRS AND HAS POWERS TO BIND THE COMPANY IN LEGALLY BINDING AGREEMENTS, INCLUDING SETTING UP AND OPERATING A LLC COMPANY BANK ACCOUNT.

4.3 POWERS OF MEMBER. THE MEMBER IS AUTHORIZED ON THE COMPANY'S BEHALF TO MAKE ALL DECISIONS REGARDING OPERATIONS AND LEGAL AFFAIRS, INCLUDING BUT NOT LIMITED TO

(A) THE SALE, DEVELOPMENT, LEASE OR OTHER DISPOSITION OF THE COMPANY'S ASSETS;

(B) THE PURCHASE OR ACQUISITION OF OTHER ASSETS OF ALL KINDS;

(C) THE MANAGEMENT OF ALL OR ANY PART OF THE COMPANY'S ASSETS;

(D) THE BORROWING OF MONEY, INCLUDING THE PRE-PAYMENT, FINANCING, OR EXTENSION OF ANY LOAN, AND THE GRANTING OF SECURITY INTERESTS IN THE COMPANY'S ASSETS;

(E) THE COMPROMISE OR RELEASE OF ANY OF THE COMPANY'S CLAIMS OR DEBTS; AND

(F) THE EMPLOYMENT OF PERSONS, FIRMS OR CORPORATIONS FOR THE OPERATION AND MANAGEMENT OF THE COMPANY'S BUSINESS.

ADDITIONALLY, THE MEMBER IS AUTHORIZED TO EXECUTE AND DELIVER

(A) ALL CONTRACTS, CONVEYANCES, ASSIGNMENTS LEASES, SUB-LEASES, FRANCHISE AGREEMENTS, LICENSING AGREEMENTS, MANAGEMENT CONTRACTS AND MAINTENANCE CONTRACTS COVERING OR AFFECTING THE COMPANY'S ASSETS;

(B) ALL CHECKS, DRAFTS AND ORDERS FOR THE PAYMENT OF COMPANY FUNDS;

(C) ALL PROMISSORY NOTES, LOANS, SECURITY AGREEMENTS AND OTHER SIMILAR DOCUMENTS; AND,

(D) ALL OTHER INSTRUMENTS OF ANY OTHER KIND RELATING TO THE COMPANY'S AFFAIRS.

4.4 NOMINEE. TITLE TO THE COMPANY'S ASSETS WILL BE HELD IN THE COMPANY'S NAME OR IN THE NAME OF ANY NOMINEE THAT THE MEMBER MAY DESIGNATE. THE MEMBER SHALL HAVE POWER TO ENTER INTO A NOMINEE AGREEMENT WITH ANY SUCH PERSON, AND SUCH AGREEMENT MAY CONTAIN PROVISIONS INDEMNIFYING THE NOMINEE, EXCEPT FOR HIS OR HER WILLFUL MISCONDUCT.

4.5 EXCULPATION. ANY ACT OR OMISSION OF THE MEMBER, WHICH CAUSES OR RESULTS IN LOSS OR DAMAGE TO THE COMPANY OR MEMBER, IF DONE IN GOOD FAITH TO PROMOTE THE BEST INTERESTS OF THE COMPANY, SHALL NOT SUBJECT THE MEMBER TO ANY LIABILITY.

4.6 INDEMNIFICATION. THE COMPANY WILL INDEMNIFY ANY PERSON WHO WAS OR IS A PARTY DEFENDANT OR IS THREATENED TO BE MADE A PARTY DEFENDANT, PENDING OR COMPLETED ACTION, SUIT OR PROCEEDING, WHETHER CIVIL, CRIMINAL, ADMINISTRATIVE, OR INVESTIGATIVE (OTHER THAN AN ACTION BY OR IN THE RIGHT OF THE COMPANY) BY REASON OF THE FACT THAT THE PERSON IS OR WAS A MEMBER OF THE COMPANY, EMPLOYEE, OR AGENT OF THE COMPANY, OR IS OR WAS SERVING AT THE REQUEST OF THE COMPANY. THE TERMINATION OF ANY ACTION, SUIT, OR PROCEEDING BY JUDGMENT, ORDER, SETTLEMENT, CONVICTION, OR UPON A PLEA OF "NO LO CONTENDERE" OR DOES NOT IMPLY THAT THE PARTY DID OR DID NOT ACT IN GOOD FAITH AND IN A MANNER WHICH HE/SHE REASONABLY BELIEVED TO BE LAWFUL AND IN THE BEST INTEREST OF THE COMPANY.

4.7 RECORDS. THE MEMBER WILL KEEP THE FOLLOWING AT THE COMPANY'S PRINCIPAL PLACE OF BUSINESS OR OTHER LOCATION:

(A) A COPY OF ALL FORMATION DOCUMENTS AND ALL AMENDMENTS;

(B) COPIES OF THE COMPANY'S FEDERAL, STATE, AND LOCAL INCOME TAX RETURNS AND REPORTS, IF ANY, FOR THE THREE MOST RECENT YEARS;

(C) COPIES OF THE LLC'S FINANCIAL STATEMENTS FOR THE THREE MOST RECENT YEARS.

#### ARTICLE V COMPENSATION

5.1 MEMBER MANAGEMENT FEE. THE MEMBER RENDERING SERVICES TO THE COMPANY WILL BE COMPENSATED COMMENSURATE WITH THE VALUE OF THESE SERVICES

5.2 REIMBURSEMENT. THE COMPANY WILL REIMBURSE THE MEMBER FOR ALL DIRECT OUT-OF-POCKET EXPENSES INCURRED IN MANAGING THE COMPANY.

#### ARTICLE VI BOOKKEEPING

6.1 BOOKS. THE MEMBER WILL KEEP ACCURATE AND COMPLETE ACCOUNTING OF THE COMPANY'S AFFAIRS. THE COMPANY'S ACCOUNTING PERIOD WILL BE THE CALENDAR YEAR. AT THE END OF THE CALENDAR YEAR, THE MEMBER WILL PREPARE A STATEMENT OF THE MEMBER'S DISTRIBUTIVE SHARE OF INCOME AND EXPENSE FOR INCOME TAX REPORTING PURPOSES.

6.2 MEMBER'S ACCOUNTS. THE MEMBER SHALL MAINTAIN SEPARATE CAPITAL AND DISTRIBUTION ACCOUNTS FOR EACH MEMBER. EACH MEMBER'S CAPITAL ACCOUNT WILL BE DETERMINED AND MAINTAINED IN THE MANNER SET FORTH IN TREASURY REGULATION 1.704-L(B)(2)(IV) AND SHALL CONSIST OF HIS/HER INITIAL CAPITAL CONTRIBUTION INCREASED BY:

(A) ANY ADDITIONAL CAPITAL CONTRIBUTION MADE BY THE MEMBER;

(B) CREDIT BALANCES TRANSFERRED FROM THE MEMBER'S DISTRIBUTION

ACCOUNT TO HIS OR HER CAPITAL ACCOUNT;  
AND DECREASED BY:

(I) DISTRIBUTIONS TO THE MEMBER IN REDUCTION OF COMPANY CAPITAL;  
(II) THE COMPANY'S LOSSES IF CHARGED TO HIS/HER CAPITAL ACCOUNT.

ARTICLE VII  
BANK ACCOUNT

7.1 AUTHORITY TO OPEN A BANK ACCOUNT. THE MEMBER HAS THE AUTHORITY TO OPEN ANY BANK ACCOUNT(S) UNDER THE LIMITED LIABILITY COMPANY NAME. THE LLC WILL MAINTAIN ITS FUNDS IN ONE OR MORE SEPARATE BANK ACCOUNTS IN THE NAME OF LLC. ADDITIONALLY, THE LLC WILL NOT ALLOW THE FUNDS OF THE COMPANY TO BE CO-MINGLED IN ANY WAY WITH THE FUNDS OF ANOTHER PERSON.

ARTICLE VIII  
TRANSFERS

8.1 ASSIGNMENT. SHOULD THE MEMBER HAVE A CREDITOR WITH A JUDGMENT THAT ISSUES ASSIGNMENT OF THE MEMBERSHIP INTEREST TO THE CREDITOR, THE CREDITOR WILL ONLY OBTAIN AN ASSIGNMENT OF THE MEMBERSHIP INTEREST. THE CREDITOR WILL NOT RECEIVE ACTUAL MEMBERSHIP IN THE LLC. THE CREDITOR DOES NOT HAVE ANY MEMBERSHIP RIGHTS OR POSSESS THE ABILITY TO BE INVOLVED IN THE MANAGEMENT OF THE LLC. EQUALLY, THE CREDITOR DOES NOT HAVE THE RIGHT TO DISSOLVE THE LLC. THE CREDITOR IS ONLY GRANTED RIGHTS TO THE DISTRIBUTIONS OF THE MEMBER'S INTERESTS, NOT THE RIGHTS OF MEMBERSHIP. THE CREDITOR MUST RELEASE THE MEMBER'S INTERESTS BACK TO MEMBER UPON PAYMENT OF THE JUDGMENT IN ACCORDANCE WITH THE APPROPRIATE COURT.

ARTICLE IX  
DISSOLUTION

9.1 DISSOLUTION. THE MEMBER MAY DISSOLVE THE LLC AT ANY TIME. THE MEMBER MAY NOT DISSOLVE THE LLC FOR A LOSS OF MEMBERSHIP INTERESTS. UPON DISSOLUTION THE LLC MUST PAY ITS DEBTS FIRST BEFORE DISTRIBUTING CASH, ASSETS, AND/OR INITIAL CAPITAL TO THE MEMBER OR THE MEMBERS INTERESTS. THE DISSOLUTION MAY ONLY BE ORDERED BY THE MEMBER, NOT BY THE OWNER OF THE MEMBERS INTERESTS.

CERTIFICATION OF MEMBER

THE UNDERSIGNED HEREBY AGREE, ACKNOWLEDGE AND CERTIFY TO ADOPT THIS OPERATING AGREEMENT.

SIGNED THIS 1ST DAY OF NOVEMBER, 2021.

JHIH SYUAN YANG  
SIGNATURE PRINTED NAME

JHIH SYUAN YANG

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
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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 1 Day of November, 2021 at 10:34:00 PM by the Authorized Person.**

**JHIH SYUAN YANG**

**Address of Authorized Signer:**  
**58 MAPLE AVE, FORESTDALE, RI 02824**

Form No. 400  
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