



**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: Francoeur Holdings 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: 132 OLD RIVER ROAD
SUITE 205

City or Town: LINCOLN

State: RI

Zip: 02865

The name of the resident agent at such address is: MARK S. KRIEGER

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: 1042 GREEN HILL BEACH ROAD

City or Town: SOUTH KINGSTOWN

State: RI

Zip: 02865

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:

EXHIBIT A

ARTICLE SIXTH: ADDITIONAL PROVISIONS NOT INCONSISTENT WITH LAW, WHICH

THE
MEMBERS ELECT TO HAVE SET FORTH IN THESE ARTICLES OF ORGANIZATION,
INCLUDING, BUT NOT LIMITED TO, ANY LIMITATION OF THE PURPOSES OR
DURATION
FOR WHICH THE LIMITED LIABILITY COMPANY IS FORMED, AND ANY OTHER
PROVISION
WHICH MAY BE INCLUDED IN AN OPERATING AGREEMENT:

I. (A) MANAGER, (AS HEREINAFTER DEFINED) 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 TITLE 7,
CHAPTER
16, OF THE RHODE ISLAND GENERAL LAWS, ENTITLED THE RHODE ISLAND LIMITED
LIABILITY COMPANY ACT, AS HAS BEEN OR 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. IF THE ACT IS HEREINAFTER AMENDED TO
AUTHORIZE
LIMITED LIABILITY COMPANY ACTION FURTHER ELIMINATING OR LIMITING THE
PERSONAL LIABILITY OF MANAGERS, THEN THE LIABILITY OF A MANAGER OF THE
LIMITED LIABILITY COMPANY SHALL BE ELIMINATED OR LIMITED TO THE FULLEST
EXTENT SO PERMITTED. NO REPEAL OR MODIFICATION OF THIS ARTICLE SIXTH, NOR
THE ADOPTION OF ANY PROVISION OF THESE ARTICLES OF ORGANIZATION
INCONSISTENT WITH THIS ARTICLE SIXTH, SHALL ELIMINATE OR REDUCE THE
EFFECT
OF THIS ARTICLE SIXTH, NOR ADVERSELY AFFECT ANY RIGHT OR PROTECTION OF A
MANAGER, IN ANY MATTER OCCURRING, OR ANY CAUSE OF ACTION, SUIT, OR
CLAIM,
RELATING THERETO, PRIOR TO SUCH AMENDMENT, REPEAL, MODIFICATION OR
ADOPTION
OF SUCH INCONSISTENT PROVISION.

II. (A) NO SINGLE MEMBER ACTING ALONE, OR LESS THAN A MAJORITY OF THE
MEMBERS, SHALL HAVE THE POWER OR AUTHORITY TO BIND THE LIMITED LIABILITY
COMPANY TO ANY CONTRACT WITH A THIRD PARTY OR PARTIES, UNLESS SUCH
CONTRACT
HAS BEEN SPECIFICALLY OR GENERALLY APPROVED BY ALL OF THE MEMBERS,
ACTING
COLLECTIVELY, OR A MAJORITY THEREOF. 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, OFFICER, EMPLOYEE OR AGENT, 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, OR AS SHALL BE PROVIDED IN SAID OPERATING AGREEMENT.

(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 HEREIN, PAY, ON BEHALF OF AN INDEMNIFIED PERSON, ANY LOSS OR EXPENSES, (AS BOTH TERMS ARE HEREINAFTER DEFINED), 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, (AS HEREINAFTER DEFINED), OF THE INDEMNIFIED PERSON.

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

(1) "MANAGER" MEANS ANY PERSON OR PERSONS DESIGNATED BY THE MEMBERS OF THE LIMITED LIABILITY COMPANY TO MANAGE 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 AS A RESULT OF ANY CLAIM MADE AGAINST THE INDEMNIFIED PERSON FOR COVERED ACTS, AND SHALL INCLUDE, BUT IS NOT LIMITED TO, JUDGMENTS FOR, AND AWARDS OF, DAMAGES, AMOUNTS PAID IN SETTLEMENT OF ANY CLAIM, ANY FINE OR PENALTY OR, WITH RESPECT TO AN EMPLOYEE BENEFIT PLAN, ANY EXCISE TAX OR PENALTY, OR, REASONABLE EXPENSES ACTUALLY INCURRED;

(3) "EXPENSES" MEANS ANY REASONABLE EXPENSES INCURRED BY THE INDEMNIFIED PERSON IN CONNECTION WITH THE DEFENSE OF ANY CLAIM MADE AGAINST THE INDEMNIFIED PERSON FOR COVERED ACTS INCLUDING, BUT NOT LIMITED TO, LEGAL, ACCOUNTING OR INVESTIGATIVE FEES AND EXPENSES, INCLUDING THE EXPENSE OF BONDS NECESSARY TO PURSUE AN APPEAL OF ANY ADVERSE JUDGMENT; AND

(4) "COVERED ACT" MEANS ANY ACT OR OMISSION OF AN 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 FOREIGN OR DOMESTIC LIMITED LIABILITY COMPANY, CORPORATION, PARTNERSHIP, JOINT VENTURE, TRUST, OTHER ENTERPRISE OR OTHER ENTITY, INCLUDING, BUT NOT LIMITED TO, ANY ENTITIES AND ENTERPRISES WHICH ARE SUBSIDIARIES OR AFFILIATES OF THE LIMITED LIABILITY COMPANY, OR ANY EMPLOYEE BENEFIT PLAN. AN INDEMNIFIED PERSON IS CONSIDERED TO BE SERVING AN EMPLOYEE BENEFIT PLAN AT THE LIMITED LIABILITY COMPANY'S REQUEST IF HIS OR HER DUTIES TO THE LIMITED LIABILITY COMPANY ALSO IMPOSE DUTIES ON, OR OTHERWISE INVOLVE SERVICES BY, HIM OR HER TO THE PLAN, ITS PARTICIPANTS, OR ITS BENEFICIARIES.

(III) IN ADDITION, 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 REPRESENTATIVES OF A DECEASED INDEMNIFIED PERSON OR THE LEGAL REPRESENTATIVES 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 THE SUCCEEDING PARAGRAPH BELOW, AND THE FINAL DISPOSITION OF SUCH ACTION, SUIT, PROCEEDING, OR ANY APPEAL THEREFROM, 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) ANY ACTION CONTRAVENING SECTIONS 17 AND 32 OF THE ACT; OR (4) ANY TRANSACTION FROM WHICH THE PERSON SEEKING INDEMNIFICATION DERIVED AN IMPROPER PERSONAL BENEFIT, UNLESS SUCH TRANSACTION WAS WITH THE INFORMED CONSENT OF THE MEMBERS, OR A MAJORITY OF THE DISINTERESTED MANAGERS.

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 First, Middle, Last, Suffix	Address Address, City or Town, State, Zip Code, Country
MANAGER	DANIEL FRANCOEUR	1042 GREEN HILL BEACH ROAD SOUTH KINGSTOWN, RI 02865 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 6 Day of January, 2022 at 3:38:34 PM by the Authorized Person.

MARK S. KRIEGER

Address of Authorized Signer:

132 OLD RIVER ROAD

SUITE 205

LINCOLN, RHODE ISLAND 02865

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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:

January 06, 2022 03:36 PM

A handwritten signature in blue ink that reads "Nellie M. Gorbea".

Nellie M. Gorbea
Secretary of State

