



**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: Rebirth 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: 14 WINDSOR PARK DRIVE
City or Town: WEST WARWICK State: RI Zip: 02893

The name of the resident agent at such address is: JERREL ALMEIDA

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 DORRANCE STREET
SUITE 700
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:

OPERATING AGREEMENT

OF
REBIRTH

THIS OPERATING AGREEMENT (THE "AGREEMENT") MADE AND ENTERED INTO THIS 21ST DAY OF MARCH, 2022 (THE "EXECUTION DATE").

BY:

REBIRTH OF 10 DORRANCE STREET SUITE 700, PROVIDENCE, RI 02903

BACKGROUND:

THE MEMBER WISHES TO BE THE SOLE MEMBER OF A LIMITED LIABILITY COMPANY. THE TERMS AND CONDITIONS OF THIS AGREEMENT WILL GOVERN THE MEMBER WITHIN THE LIMITED LIABILITY COMPANY. IN CONSIDERATION OF AND AS A CONDITION OF THE MEMBER ENTERING INTO THIS

AGREEMENT AND OTHER VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS ACKNOWLEDGED, THE MEMBER AGREES AS FOLLOWS:

FORMATION

BY THIS AGREEMENT, THE MEMBER FORMS A LIMITED LIABILITY COMPANY (THE "COMPANY") IN ACCORDANCE WITH THE LAWS OF THE STATE OF RHODE ISLAND.

THE

RIGHTS AND OBLIGATIONS OF THE MEMBER WILL BE AS STATED IN THE RHODE ISLAND

LIMITED LIABILITY COMPANY ACT (THE "ACT") EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT.

NAME

THE NAME OF THE COMPANY WILL BE REBIRTH.

SOLE MEMBER

WHILE THE COMPANY CONSISTS ONLY OF ONE MEMBER, ANY REFERENCE IN THIS AGREEMENT TO TWO OR MORE MEMBERS AND THAT REQUIRES THE MAJORITY CONSENT OR

UNANIMOUS CONSENT OF MEMBERS, OR THAT REQUIRES A CERTAIN PERCENTAGE VOTE OF

MEMBERS, SHOULD BE INTERPRETED AS ONLY REQUIRING THE CONSENT OR VOTE OF THE

SOLE MEMBER.

PURPOSE

THE PURPOSE OF THE COMPANY IS TO EDUCATE CONSUMERS ON FINANCIAL LITERACY.

TERM

THE COMPANY WILL CONTINUE UNTIL TERMINATED AS PROVIDED IN THIS AGREEMENT OR

MAY DISSOLVE UNDER CONDITIONS PROVIDED IN THE ACT.

PLACE OF BUSINESS

THE PRINCIPAL OFFICE OF THE COMPANY WILL BE LOCATED AT 10 DORRANCE ST, PROVIDENCE, RI 02903, USA OR SUCH OTHER PLACE AS THE MEMBERS MAY FROM

TIME

TO TIME DESIGNATE.

CAPITAL CONTRIBUTIONS

THE FOLLOWING TABLE SHOWS THE INITIAL CONTRIBUTIONS OF THE MEMBER. THE

MEMBER AGREES TO MAKE THE INITIAL CONTRIBUTIONS TO THE COMPANY IN FULL, ACCORDING TO THE FOLLOWING TERMS:

MEMBER

CONTRIBUTION DESCRIPTION

VALUE OF CONTRIBUTION

REBIRTH

CASH: \$4,500.00

SWEAT EQUITY: LOGO, WEBSITE, SOCIAL MEDIA, MARKETING, DAILY DUTIES,, WITH AN APPROXIMATE VALUE OF \$5,000.00

\$9,500.00

ALLOCATION OF PROFITS/LOSSES

SUBJECT TO THE OTHER PROVISIONS OF THIS AGREEMENT, THE NET PROFITS OR LOSSES, FOR ACCOUNTING PURPOSES, WILL ACCRUE TO AND BE BORNE BY THE SOLE

MEMBER:

REBIRTH OF 10 DORRANCE STREET SUITE 700.

NO MEMBER WILL HAVE PRIORITY OVER ANY OTHER MEMBER FOR THE DISTRIBUTION OF NET PROFITS OR LOSSES.

NATURE OF INTEREST

A MEMBER'S INTEREST IN THE COMPANY WILL BE CONSIDERED PERSONAL PROPERTY.

WITHDRAWAL OF CONTRIBUTION

NO MEMBER WILL WITHDRAW ANY PORTION OF THEIR CAPITAL CONTRIBUTION WITHOUT THE UNANIMOUS CONSENT OF THE OTHER MEMBERS.

LIABILITY FOR CONTRIBUTION

A MEMBER'S OBLIGATION TO MAKE THEIR REQUIRED CAPITAL CONTRIBUTION CAN ONLY

BE COMPROMISED OR RELEASED WITH THE CONSENT OF ALL REMAINING MEMBERS OR AS

OTHERWISE PROVIDED IN THIS AGREEMENT. IF A MEMBER DOES NOT MAKE THE CAPITAL

CONTRIBUTION WHEN IT IS DUE, HE IS OBLIGATED AT THE OPTION OF ANY REMAINING

MEMBERS TO CONTRIBUTE CASH EQUAL TO THE AGREED VALUE OF THE CAPITAL CONTRIBUTION. THIS OPTION IS IN ADDITION TO AND NOT IN LIEU OF ANY OTHERS RIGHTS, INCLUDING THE RIGHT TO SPECIFIC PERFORMANCE THAT THE COMPANY

MAY

HAVE AGAINST THE MEMBER.

ADDITIONAL CONTRIBUTIONS

NO MEMBER WILL BE REQUIRED TO MAKE ADDITIONAL CONTRIBUTIONS. ANY CHANGES TO

CAPITAL CONTRIBUTIONS WILL NOT AFFECT ANY MEMBER'S INTERESTS EXCEPT WITH THE UNANIMOUS CONSENT OF THE MEMBERS.
ANY ADVANCE OF MONEY TO THE COMPANY BY ANY MEMBER IN EXCESS OF THE AMOUNTS PROVIDED FOR IN THIS AGREEMENT OR SUBSEQUENTLY AGREED TO, WILL BE DEEMED A DEBT DUE FROM THE COMPANY RATHER THAN AN INCREASE IN THE CAPITAL CONTRIBUTION OF THE MEMBER. THIS LIABILITY WILL BE REPAID WITH INTEREST AT SUCH RATES AND TIMES TO BE DETERMINED BY A MAJORITY OF THE MEMBERS. THIS LIABILITY WILL NOT ENTITLE THE LENDING MEMBER TO ANY INCREASED SHARE OF THE COMPANY'S PROFITS NOR TO A GREATER VOTING POWER. REPAYMENT OF SUCH DEBTS WILL HAVE PRIORITY OVER ANY OTHER PAYMENTS TO MEMBERS.
CAPITAL ACCOUNTS
AN INDIVIDUAL CAPITAL ACCOUNT (THE "CAPITAL ACCOUNT") WILL BE MAINTAINED FOR EACH MEMBER AND THEIR INITIAL CONTRIBUTIONS WILL BE CREDITED TO THIS ACCOUNT. ANY ADDITIONAL CONTRIBUTIONS MADE BY ANY MEMBER WILL BE CREDITED TO THAT MEMBER'S INDIVIDUAL CAPITAL ACCOUNT.
INTEREST ON CAPITAL
NO BORROWING CHARGE OR LOAN INTEREST WILL BE DUE OR PAYABLE TO ANY MEMBER ON THEIR AGREED CAPITAL CONTRIBUTION INCLUSIVE OF ANY AGREED ADDITIONAL CONTRIBUTIONS.
MANAGEMENT
MANAGEMENT OF THIS COMPANY IS VESTED IN THE MEMBERS.
AUTHORITY TO BIND COMPANY
ANY MEMBER HAS THE AUTHORITY TO BIND THE COMPANY IN CONTRACT.
DUTY OF LOYALTY
ANY MEMBER MAY INVEST IN OR ENGAGE IN ANY BUSINESS OF ANY TYPE, INCLUDING WITHOUT LIMITATION, A BUSINESS THAT IS SIMILAR TO THE BUSINESS OF THE COMPANY WHETHER OR NOT IN DIRECT COMPETITION WITH THE COMPANY AND WHETHER OR NOT WITHIN THE ESTABLISHED OR CONTEMPLATED MARKET REGIONS OF THE COMPANY. NEITHER THE COMPANY NOR ANY MEMBER WILL HAVE ANY RIGHT TO THAT OPPORTUNITY OR ANY INCOME DERIVED FROM THAT OPPORTUNITY.
DUTY TO DEVOTE TIME
EACH MEMBER WILL DEVOTE SUCH TIME AND ATTENTION TO THE BUSINESS OF THE COMPANY AS THE MAJORITY OF THE MEMBERS WILL FROM TIME TO TIME REASONABLY DETERMINE FOR THE CONDUCT OF THE COMPANY'S BUSINESS.
MEMBER MEETINGS
A MEETING MAY BE CALLED BY ANY MEMBER PROVIDING THAT REASONABLE NOTICE HAS BEEN GIVEN TO THE OTHER MEMBERS.

REGULAR MEETINGS OF THE MEMBERS WILL BE HELD ONLY AS REQUIRED.

VOTING

EACH MEMBER WILL BE ENTITLED TO CAST VOTES ON ANY MATTER BASED UPON THE

PROPORTION OF THAT MEMBER'S CAPITAL CONTRIBUTIONS IN THE COMPANY.

ADMISSION OF NEW MEMBERS

A NEW MEMBER MAY ONLY BE ADMITTED TO THE COMPANY WITH A UNANIMOUS VOTE OF

THE EXISTING MEMBERS.

THE NEW MEMBER AGREES TO BE BOUND BY ALL THE COVENANTS, TERMS, AND CONDITIONS OF THIS AGREEMENT, INCLUSIVE OF ALL CURRENT AND FUTURE

AMENDMENTS. FURTHER, A NEW MEMBER WILL EXECUTE SUCH DOCUMENTS AS ARE NEEDED

TO AFFECT THE ADMISSION OF THE NEW MEMBER. ANY NEW MEMBER WILL RECEIVE SUCH

BUSINESS INTEREST IN THE COMPANY AS DETERMINED BY A UNANIMOUS DECISION OF

THE OTHER MEMBERS.

VOLUNTARY WITHDRAWAL OF A MEMBER

A MEMBER MAY NOT WITHDRAW FROM THE COMPANY WITHOUT THE UNANIMOUS CONSENT OF

THE REMAINING MEMBERS. ANY SUCH UNAUTHORIZED WITHDRAWAL WILL BE CONSIDERED

A WRONGFUL DISSOCIATION AND A BREACH OF THIS AGREEMENT. IN THE EVENT OF ANY

SUCH WRONGFUL DISSOCIATION, THE WITHDRAWING MEMBER WILL BE LIABLE TO THE

REMAINING MEMBERS FOR ANY DAMAGES INCURRED BY THE REMAINING MEMBERS

INCLUDING BUT NOT LIMITED TO THE LOSS OF FUTURE EARNINGS.

THE VOLUNTARY WITHDRAWAL OF A MEMBER WILL HAVE NO EFFECT UPON THE CONTINUANCE OF THE COMPANY.

IT REMAINS INCUMBENT ON THE WITHDRAWING MEMBER TO EXERCISE THIS DISSOCIATION IN GOOD FAITH AND TO MINIMIZE ANY PRESENT OR FUTURE HARM DONE

TO THE REMAINING MEMBERS AS A RESULT OF THE WITHDRAWAL.

INVOLUNTARY WITHDRAWAL OF A MEMBER

EVENTS LEADING TO THE INVOLUNTARY WITHDRAWAL OF A MEMBER FROM THE COMPANY

WILL INCLUDE BUT NOT BE LIMITED TO: DEATH OF A MEMBER; MEMBER MENTAL INCAPACITY; MEMBER DISABILITY PREVENTING REASONABLE PARTICIPATION IN THE

COMPANY; MEMBER INCOMPETENCE; BREACH OF FIDUCIARY DUTIES BY A MEMBER;

CRIMINAL CONVICTION OF A MEMBER; OPERATION OF LAW AGAINST A MEMBER OR A

LEGAL JUDGMENT AGAINST A MEMBER THAT CAN REASONABLY BE EXPECTED TO BRING

THE BUSINESS OR SOCIETAL REPUTATION OF THE COMPANY INTO DISREPUTE.

EXPULSION OF A MEMBER CAN ALSO OCCUR ON APPLICATION BY THE COMPANY OR

ANOTHER MEMBER, WHERE IT HAS BEEN JUDICIALLY DETERMINED THAT THE MEMBER:

HAS ENGAGED IN WRONGFUL CONDUCT THAT ADVERSELY AND MATERIALLY

AFFECTED THE
COMPANY'S BUSINESS; HAS WILLFULLY OR PERSISTENTLY COMMITTED A
MATERIAL
BREACH OF THIS AGREEMENT OR OF A DUTY OWED TO THE COMPANY OR TO THE
OTHER
MEMBERS; OR HAS ENGAGED IN CONDUCT RELATING TO THE COMPANY'S BUSINESS
THAT
MAKES IT NOT REASONABLY PRACTICABLE TO CARRY ON THE BUSINESS WITH THE
MEMBER.

THE INVOLUNTARY WITHDRAWAL OF A MEMBER WILL HAVE NO EFFECT UPON THE
CONTINUANCE OF THE COMPANY.

DISSOCIATION OF A MEMBER

WHERE THE COMPANY CONSISTS OF TWO OR MORE MEMBERS, IN THE EVENT OF
EITHER A

VOLUNTARY OR INVOLUNTARY WITHDRAWAL OF A MEMBER, IF THE REMAINING
MEMBERS

ELECT TO PURCHASE THE INTEREST OF THE WITHDRAWING MEMBER, THE
REMAINING

MEMBERS WILL SERVE WRITTEN NOTICE OF SUCH ELECTION, INCLUDING THE
PURCHASE

PRICE AND METHOD AND SCHEDULE OF PAYMENT FOR THE WITHDRAWING
MEMBER'S

INTERESTS, UPON THE WITHDRAWING MEMBER, THEIR EXECUTOR, ADMINISTRATOR,

TRUSTEE, COMMITTEE OR ANALOGOUS FIDUCIARY WITHIN A REASONABLE PERIOD
AFTER

ACQUIRING KNOWLEDGE OF THE CHANGE IN CIRCUMSTANCE TO THE AFFECTED
MEMBER.

THE PURCHASE AMOUNT OF ANY BUYOUT OF A MEMBER'S INTERESTS WILL BE
DETERMINED AS SET OUT IN THE VALUATION OF INTEREST SECTION OF THIS
AGREEMENT.

VALUATION AND DISTRIBUTION WILL BE DETERMINED AS DESCRIBED IN THE
VALUATION

OF INTEREST SECTION OF THIS AGREEMENT.

THE REMAINING MEMBERS RETAIN THE RIGHT TO SEEK DAMAGES FROM A
DISSOCIATED

MEMBER WHERE THE DISSOCIATION RESULTED FROM A MALICIOUS OR CRIMINAL
ACT BY

THE DISSOCIATED MEMBER OR WHERE THE DISSOCIATED MEMBER HAD BREACHED
THEIR

FIDUCIARY DUTY TO THE COMPANY OR WAS IN BREACH OF THIS AGREEMENT OR
HAD

ACTED IN A WAY THAT COULD REASONABLY BE FORESEEN TO BRING HARM OR
DAMAGE TO

THE COMPANY OR TO THE REPUTATION OF THE COMPANY.

A DISSOCIATED MEMBER WILL ONLY HAVE LIABILITY FOR COMPANY OBLIGATIONS
THAT

WERE INCURRED DURING THEIR TIME AS A MEMBER. ON DISSOCIATION OF A
MEMBER,

THE COMPANY WILL PREPARE, FILE, SERVE, AND PUBLISH ALL NOTICES REQUIRED
BY

LAW TO PROTECT THE DISSOCIATED MEMBER FROM LIABILITY FOR FUTURE
COMPANY

OBLIGATIONS.

WHERE THE REMAINING MEMBERS HAVE PURCHASED THE INTEREST OF A DISSOCIATED

MEMBER, THE PURCHASE AMOUNT WILL BE PAID IN FULL, BUT WITHOUT INTEREST, WITHIN 90 DAYS OF THE DATE OF WITHDRAWAL. THE COMPANY WILL RETAIN

EXCLUSIVE

RIGHTS TO USE OF THE TRADE NAME AND FIRM NAME AND ALL RELATED BRAND

AND

MODEL NAMES OF THE COMPANY.

RIGHT OF FIRST PURCHASE

WHERE THE COMPANY CONSISTS OF TWO OR MORE MEMBERS, IN THE EVENT THAT A

MEMBER'S INTEREST IN THE COMPANY IS OR WILL BE SOLD, DUE TO ANY REASON,

THE

REMAINING MEMBERS WILL HAVE A RIGHT OF FIRST PURCHASE OF THAT MEMBER'S

INTEREST. THE VALUE OF THAT INTEREST IN THE COMPANY WILL BE THE LOWER OF

THE VALUE SET OUT IN THE VALUATION OF INTEREST SECTION OF THIS AGREEMENT

AND ANY THIRD PARTY OFFER THAT THE MEMBER WISHES TO ACCEPT.

ASSIGNMENT OF INTEREST

A MEMBER'S FINANCIAL INTEREST IN THE COMPANY CAN ONLY BE ASSIGNED TO

ANOTHER MEMBER AND CANNOT BE ASSIGNED TO A THIRD PARTY EXCEPT WITH

THE

UNANIMOUS CONSENT OF THE REMAINING MEMBERS.

IN THE EVENT THAT A MEMBER'S INTEREST IN THE COMPANY IS TRANSFERRED OR

ASSIGNED AS THE RESULT OF A COURT ORDER OR OPERATION OF LAW, THE

TRUSTEE IN

BANKRUPTCY OR OTHER PERSON ACQUIRING THAT MEMBER'S INTERESTS IN THE

COMPANY

WILL ONLY ACQUIRE THAT MEMBER'S ECONOMIC RIGHTS AND INTERESTS AND

WILL NOT

ACQUIRE ANY OTHER RIGHTS OF THAT MEMBER OR BE ADMITTED AS A MEMBER OF

THE

COMPANY OR HAVE THE RIGHT TO EXERCISE ANY MANAGEMENT OR VOTING

INTERESTS.

VALUATION OF INTEREST

A MEMBER'S FINANCIAL INTEREST IN THE COMPANY WILL BE IN PROPORTION TO

THEIR

CAPITAL CONTRIBUTIONS, INCLUSIVE OF ANY ADDITIONAL CAPITAL

CONTRIBUTIONS.

IN THE ABSENCE OF A WRITTEN AGREEMENT SETTING A VALUE, THE VALUE OF THE

COMPANY WILL BE BASED ON THE FAIR MARKET VALUE APPRAISAL OF ALL

COMPANY

ASSETS (LESS LIABILITIES) DETERMINED IN ACCORDANCE WITH GENERALLY

ACCEPTED

ACCOUNTING PRINCIPLES (GAAP). THIS APPRAISAL WILL BE CONDUCTED BY AN

INDEPENDENT ACCOUNTING FIRM AGREED TO BY ALL MEMBERS. AN APPRAISER

WILL BE

APPOINTED WITHIN A REASONABLE PERIOD OF THE DATE OF WITHDRAWAL OR

DISSOLUTION. THE RESULTS OF THE APPRAISAL WILL BE BINDING ON ALL

MEMBERS.

THE INTENT OF THIS SECTION IS TO ENSURE THE SURVIVAL OF THE COMPANY

DESPITE

THE WITHDRAWAL OF ANY INDIVIDUAL MEMBER.

NO ALLOWANCE WILL BE MADE FOR GOODWILL, TRADE NAME, PATENTS OR OTHER

INTANGIBLE ASSETS, EXCEPT WHERE THOSE ASSETS HAVE BEEN REFLECTED ON THE COMPANY BOOKS IMMEDIATELY PRIOR TO VALUATION.

DISSOLUTION

THE COMPANY MAY BE DISSOLVED BY A UNANIMOUS VOTE OF THE MEMBERS. THE COMPANY WILL ALSO BE DISSOLVED ON THE OCCURRENCE OF EVENTS SPECIFIED IN THE ACT.

UPON DISSOLUTION OF THE COMPANY AND LIQUIDATION OF COMPANY PROPERTY, AND

AFTER PAYMENT OF ALL SELLING COSTS AND EXPENSES, THE LIQUIDATOR WILL DISTRIBUTE THE COMPANY ASSETS TO THE FOLLOWING GROUPS ACCORDING TO THE

FOLLOWING ORDER OF PRIORITY:

IN SATISFACTION OF LIABILITIES TO CREDITORS EXCEPT COMPANY OBLIGATIONS TO

CURRENT MEMBERS;

IN SATISFACTION OF COMPANY DEBT OBLIGATIONS TO CURRENT MEMBERS; AND THEN

TO THE MEMBERS BASED ON MEMBER FINANCIAL INTEREST, AS SET OUT IN THE VALUATION OF INTEREST SECTION OF THIS AGREEMENT.

RECORDS

THE COMPANY WILL AT ALL TIMES MAINTAIN ACCURATE RECORDS OF THE FOLLOWING:

INFORMATION REGARDING THE STATUS OF THE BUSINESS AND THE FINANCIAL CONDITION OF THE COMPANY.

A COPY OF THE COMPANY FEDERAL, STATE, AND LOCAL INCOME TAXES FOR EACH YEAR,

PROMPTLY AFTER BECOMING AVAILABLE.

NAME AND LAST KNOWN BUSINESS, RESIDENTIAL, OR MAILING ADDRESS OF EACH MEMBER, AS WELL AS THE DATE THAT PERSON BECAME A MEMBER.

A COPY OF THIS AGREEMENT AND ANY ARTICLES OR CERTIFICATE OF FORMATION, AS

WELL AS ALL AMENDMENTS, TOGETHER WITH ANY EXECUTED COPIES OF ANY WRITTEN

POWERS OF ATTORNEY PURSUANT TO WHICH THIS AGREEMENT, ARTICLES OR CERTIFICATE, AND ANY AMENDMENTS HAVE BEEN EXECUTED.

THE CASH, PROPERTY, AND SERVICES CONTRIBUTED TO THE COMPANY BY EACH MEMBER,

ALONG WITH A DESCRIPTION AND VALUE, AND ANY CONTRIBUTIONS THAT HAVE BEEN

AGREED TO BE MADE IN THE FUTURE.

EACH MEMBER HAS THE RIGHT TO DEMAND, WITHIN A REASONABLE PERIOD OF TIME, A

COPY OF ANY OF THE ABOVE DOCUMENTS FOR ANY PURPOSE REASONABLY RELATED TO

THEIR INTEREST AS A MEMBER OF THE COMPANY, AT THEIR EXPENSE.

BOOKS OF ACCOUNT

ACCURATE AND COMPLETE BOOKS OF ACCOUNT OF THE TRANSACTIONS OF THE COMPANY

WILL BE KEPT IN ACCORDANCE WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES

(GAAP) AND AT ALL REASONABLE TIMES WILL BE AVAILABLE AND OPEN TO INSPECTION

AND EXAMINATION BY ANY MEMBER. THE BOOKS AND RECORDS OF THE COMPANY WILL

REFLECT ALL THE COMPANY'S TRANSACTIONS AND WILL BE APPROPRIATE AND ADEQUATE

FOR THE BUSINESS CONDUCTED BY THE COMPANY.

BANKING AND COMPANY FUNDS

THE FUNDS OF THE COMPANY WILL BE PLACED IN SUCH INVESTMENTS AND BANKING

ACCOUNTS AS WILL BE DESIGNATED BY THE MEMBERS. ALL WITHDRAWALS FROM THESE

ACCOUNTS WILL BE MADE BY THE DULY AUTHORIZED AGENT OR AGENTS OF THE COMPANY

AS APPOINTED BY UNANIMOUS CONSENT OF THE MEMBERS. COMPANY FUNDS WILL BE

HELD IN THE NAME OF THE COMPANY AND WILL NOT BE COMMINGLED WITH THOSE OF

ANY OTHER PERSON OR ENTITY.

AUDIT

ANY OF THE MEMBERS WILL HAVE THE RIGHT TO REQUEST AN AUDIT OF THE COMPANY

BOOKS. THE COST OF THE AUDIT WILL BE BORNE BY THE COMPANY. THE AUDIT WILL

BE PERFORMED BY AN ACCOUNTING FIRM ACCEPTABLE TO ALL THE MEMBERS. NOT MORE

THAN ONE (1) AUDIT WILL BE REQUIRED BY ANY OR ALL OF THE MEMBERS FOR ANY

FISCAL YEAR.

FISCAL YEAR END

THE FISCAL YEAR END OF THE COMPANY IS THE 1ST DAY OF JANUARY.

TAX TREATMENT

THIS COMPANY IS INTENDED TO BE TREATED AS A CORPORATION, FOR THE PURPOSES

OF FEDERAL AND STATE INCOME TAX.

ANNUAL REPORT

AS SOON AS PRACTICABLE AFTER THE CLOSE OF EACH FISCAL YEAR, THE COMPANY

WILL FURNISH TO EACH MEMBER AN ANNUAL REPORT SHOWING A FULL AND COMPLETE

ACCOUNT OF THE CONDITION OF THE COMPANY INCLUDING ALL INFORMATION AS WILL

BE NECESSARY FOR THE PREPARATION OF EACH MEMBER'S INCOME OR OTHER TAX RETURNS. THIS REPORT WILL CONSIST OF AT LEAST:

A COPY OF THE COMPANY'S FEDERAL INCOME TAX RETURNS FOR THAT FISCAL YEAR.

A BREAKDOWN OF THE PROFIT AND LOSS ATTRIBUTABLE TO EACH MEMBER.

GOODWILL

THE GOODWILL OF THE COMPANY WILL BE ASSESSED AT AN AMOUNT TO BE DETERMINED

BY APPRAISAL USING GENERALLY ACCEPTED ACCOUNTING PRINCIPLES (GAAP).

GOVERNING LAW

THE MEMBERS SUBMIT TO THE JURISDICTION OF THE COURTS OF THE STATE OF RHODE

ISLAND FOR THE ENFORCEMENT OF THIS AGREEMENT OR ANY ARBITRATION AWARD OR

DECISION ARISING FROM THIS AGREEMENT.

FORCE MAJEURE

A MEMBER WILL BE FREE OF LIABILITY TO THE COMPANY WHERE THE MEMBER IS PREVENTED FROM EXECUTING THEIR OBLIGATIONS UNDER THIS AGREEMENT IN

WHOLE OR

IN PART DUE TO FORCE MAJEURE, SUCH AS EARTHQUAKE, TYPHOON, FLOOD, FIRE,

AND

WAR OR ANY OTHER UNFORESEEN AND UNCONTROLLABLE EVENT WHERE THE

MEMBER HAS

COMMUNICATED THE CIRCUMSTANCE OF THE EVENT TO ANY AND ALL OTHER

MEMBERS AND

WHERE THE MEMBER HAS TAKEN ANY AND ALL APPROPRIATE ACTION TO SATISFY

HIS

DUTIES AND OBLIGATIONS TO THE COMPANY AND TO MITIGATE THE EFFECTS OF

THE

EVENT.

FORBIDDEN ACTS

NO MEMBER MAY DO ANY ACT IN CONTRAVENTION OF THIS AGREEMENT.

NO MEMBER MAY PERMIT, INTENTIONALLY OR UNINTENTIONALLY, THE

ASSIGNMENT OF

EXPRESS, IMPLIED OR APPARENT AUTHORITY TO A THIRD PARTY THAT IS NOT A

MEMBER OF THE COMPANY.

NO MEMBER MAY DO ANY ACT THAT WOULD MAKE IT IMPOSSIBLE TO CARRY ON

THE

ORDINARY BUSINESS OF THE COMPANY.

NO MEMBER WILL HAVE THE RIGHT OR AUTHORITY TO BIND OR OBLIGATE THE

COMPANY

TO ANY EXTENT WITH REGARD TO ANY MATTER OUTSIDE THE INTENDED PURPOSE

OF THE

COMPANY.

NO MEMBER MAY CONFESS A JUDGMENT AGAINST THE COMPANY.

ANY VIOLATION OF THE ABOVE FORBIDDEN ACTS WILL BE DEEMED AN

INVOLUNTARY

WITHDRAWAL AND MAY BE TREATED ACCORDINGLY BY THE REMAINING MEMBERS.

INDEMNIFICATION

ALL MEMBERS WILL BE INDEMNIFIED AND HELD HARMLESS BY THE COMPANY

FROM AND

AGAINST ANY AND ALL CLAIMS OF ANY NATURE, WHATSOEVER, ARISING OUT OF A

MEMBER'S PARTICIPATION IN COMPANY AFFAIRS. A MEMBER WILL NOT BE

ENTITLED TO

INDEMNIFICATION UNDER THIS SECTION FOR LIABILITY ARISING OUT OF GROSS

NEGLIGENCE OR WILLFUL MISCONDUCT OF THE MEMBER OR THE BREACH BY THE

MEMBER

OF ANY PROVISIONS OF THIS AGREEMENT.

LIABILITY

A MEMBER OR ANY EMPLOYEE WILL NOT BE LIABLE TO THE COMPANY OR TO ANY

OTHER

MEMBER FOR ANY MISTAKE OR ERROR IN JUDGMENT OR FOR ANY ACT OR

OMISSION

BELIEVED IN GOOD FAITH TO BE WITHIN THE SCOPE OF AUTHORITY CONFERRED OR

IMPLIED BY THIS AGREEMENT OR THE COMPANY. THE MEMBER OR EMPLOYEE WILL

BE

LIABLE ONLY FOR ANY AND ALL ACTS AND OMISSIONS INVOLVING INTENTIONAL

WRONGDOING.

LIABILITY INSURANCE

THE COMPANY MAY ACQUIRE INSURANCE ON BEHALF OF ANY MEMBER,
EMPLOYEE, AGENT
OR OTHER PERSON ENGAGED IN THE BUSINESS INTEREST OF THE COMPANY
AGAINST ANY
LIABILITY ASSERTED AGAINST THEM OR INCURRED BY THEM WHILE ACTING IN
GOOD
FAITH ON BEHALF OF THE COMPANY.

LIFE INSURANCE

THE COMPANY WILL HAVE THE RIGHT TO ACQUIRE LIFE INSURANCE ON THE LIVES
OF
ANY OR ALL OF THE MEMBERS, WHENEVER IT IS DEEMED NECESSARY BY THE
COMPANY.

EACH MEMBER WILL COOPERATE FULLY WITH THE COMPANY IN OBTAINING ANY
SUCH
POLICIES OF LIFE INSURANCE.

ACTIONS REQUIRING UNANIMOUS CONSENT

THE FOLLOWING ACTIONS WILL REQUIRE THE UNANIMOUS CONSENT OF ALL
MEMBERS:

ENDANGERING THE OWNERSHIP OR POSSESSION OF COMPANY PROPERTY
INCLUDING

SELLING, TRANSFERRING OR LOANING ANY COMPANY PROPERTY OR USING ANY
COMPANY

PROPERTY AS COLLATERAL FOR A LOAN.

AMENDMENT OF THIS AGREEMENT

NO AMENDMENT OR MODIFICATION OF THIS AGREEMENT WILL BE VALID OR
EFFECTIVE

UNLESS IN WRITING AND SIGNED BY ALL MEMBERS.

TITLE TO COMPANY PROPERTY

TITLE TO ALL COMPANY PROPERTY WILL REMAIN IN THE NAME OF THE COMPANY.

NO

MEMBER OR GROUP OF MEMBERS WILL HAVE ANY OWNERSHIP INTEREST IN
COMPANY

PROPERTY IN WHOLE OR IN PART.

MISCELLANEOUS

TIME IS OF THE ESSENCE IN THIS AGREEMENT.

THIS AGREEMENT MAY BE EXECUTED IN COUNTERPARTS.

HEADINGS ARE INSERTED FOR THE CONVENIENCE OF THE MEMBERS ONLY AND ARE
NOT

TO BE CONSIDERED WHEN INTERPRETING THIS AGREEMENT. WORDS IN THE
SINGULAR

MEAN AND INCLUDE THE PLURAL AND VICE VERSA. WORDS IN THE MASCULINE
GENDER

INCLUDE THE FEMININE GENDER AND VICE VERSA. WORDS IN A NEUTRAL GENDER
INCLUDE THE MASCULINE GENDER AND THE FEMININE GENDER AND VICE VERSA.

IF ANY TERM, COVENANT, CONDITION OR PROVISION OF THIS AGREEMENT IS HELD
BY

A COURT OF COMPETENT JURISDICTION TO BE INVALID, VOID OR UNENFORCEABLE,
IT

IS THE MEMBERS' INTENT THAT SUCH PROVISION BE REDUCED IN SCOPE BY THE
COURT

ONLY TO THE EXTENT DEEMED NECESSARY BY THAT COURT TO RENDER THE
PROVISION

REASONABLE AND ENFORCEABLE AND THE REMAINDER OF THE PROVISIONS OF

THIS

AGREEMENT WILL IN NO WAY BE AFFECTED, IMPAIRED OR INVALIDATED AS A RESULT.

THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE MEMBERS. ALL NEGOTIATIONS AND UNDERSTANDINGS HAVE BEEN INCLUDED IN THIS AGREEMENT.

STATEMENTS OR REPRESENTATIONS THAT MAY HAVE BEEN MADE BY ANY MEMBER DURING

THE NEGOTIATION STAGES OF THIS AGREEMENT, MAY IN SOME WAY BE INCONSISTENT

WITH THIS FINAL WRITTEN AGREEMENT. ALL SUCH STATEMENTS HAVE NO FORCE OR

EFFECT IN RESPECT TO THIS AGREEMENT. ONLY THE WRITTEN TERMS OF THIS AGREEMENT WILL BIND THE MEMBERS.

THIS AGREEMENT AND THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT

APPLY TO AND ARE BINDING UPON EACH MEMBER'S SUCCESSORS, ASSIGNS, EXECUTORS,

ADMINISTRATORS, BENEFICIARIES, AND REPRESENTATIVES.

ANY NOTICES OR DELIVERY REQUIRED HERE WILL BE DEEMED COMPLETED WHEN HAND-

DELIVERED, DELIVERED BY AGENT, OR SEVEN (7) DAYS AFTER BEING PLACED IN THE POST, POSTAGE PREPAID, TO THE MEMBERS AT THE ADDRESSES CONTAINED IN THIS AGREEMENT OR AS THE MEMBERS MAY LATER DESIGNATE IN WRITING.

ALL OF THE RIGHTS, REMEDIES AND BENEFITS PROVIDED BY THIS AGREEMENT WILL BE

CUMULATIVE AND WILL NOT BE EXCLUSIVE OF ANY OTHER SUCH RIGHTS,

REMEDIES AND

BENEFITS ALLOWED BY LAW.

DEFINITIONS

FOR THE PURPOSE OF THIS AGREEMENT, THE FOLLOWING TERMS ARE DEFINED AS FOLLOWS:

"ADDITIONAL CONTRIBUTION" MEANS CAPITAL CONTRIBUTIONS, OTHER THAN INITIAL

CONTRIBUTIONS, MADE BY MEMBERS TO THE COMPANY.

"CAPITAL CONTRIBUTION" MEANS THE TOTAL AMOUNT OF CASH, PROPERTY, OR SERVICES CONTRIBUTED TO THE COMPANY BY ANY ONE MEMBER.

"DISTRIBUTIONS" MEANS A PAYMENT OF COMPANY PROFITS TO THE MEMBERS.

"INITIAL CONTRIBUTION" MEANS THE INITIAL CAPITAL CONTRIBUTIONS MADE BY ANY

MEMBER TO ACQUIRE AN INTEREST IN THE COMPANY.

"MEMBER'S INTERESTS" MEANS THE MEMBER'S COLLECTIVE RIGHTS, INCLUDING BUT

NOT LIMITED TO, THE MEMBER'S RIGHT TO SHARE IN PROFITS, MEMBER'S RIGHT TO

A

SHARE OF COMPANY ASSETS ON DISSOLUTION OF THE COMPANY, MEMBER'S VOTING

RIGHTS, AND MEMBER'S RIGHTS TO PARTICIPATE IN THE MANAGEMENT OF THE COMPANY.

"NET PROFITS OR LOSSES" MEANS THE NET PROFITS OR LOSSES OF THE COMPANY AS

DETERMINED BY GENERALLY ACCEPTED ACCOUNTING PRINCIPLES (GAAP).

"OPERATION OF LAW" MEANS RIGHTS OR DUTIES THAT ARE CAST UPON A PARTY BY

THE
LAW, WITHOUT ANY ACT OR AGREEMENT ON THE PART OF THE INDIVIDUAL,
INCLUDING,
BUT NOT LIMITED TO, AN ASSIGNMENT FOR THE BENEFIT OF CREDITORS, A
DIVORCE,
OR A BANKRUPTCY.

"PRINCIPAL OFFICE" MEANS THE OFFICE WHETHER INSIDE OR OUTSIDE THE STATE
OF
RHODE ISLAND WHERE THE EXECUTIVE OR MANAGEMENT OF THE COMPANY
MAINTAIN
THEIR PRIMARY OFFICE.

"VOTING MEMBERS" MEANS THE MEMBERS WHO BELONG TO A MEMBERSHIP CLASS
THAT
HAS VOTING POWER. WHERE THERE IS ONLY ONE CLASS OF MEMBERS, THEN THOSE

MEMBERS CONSTITUTE THE VOTING MEMBERS.

IN WITNESS WHEREOF THE MEMBER HAS DULY AFFIXED THEIR SIGNATURE UNDER
HAND

AND SEAL ON THIS 21ST DAY OF MARCH, 2022.

SIGNED, SEALED, AND DELIVERED

IN THE PRESENCE OF:

WITNESS NAME: KELLI WALL

REBIRTH (MEMBER): JERREL ALMEIDA

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 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: 03/21/2022

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 21 Day of March, 2022 at 11:43:13 PM by the Authorized Person.

JERREL ALMEIDA

Address of Authorized Signer:

14 WINDSOR PARK DRIVE WEST WARWICK, RI 02893

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:

March 21, 2022 11:41 PM

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

Nellie M. Gorbea
Secretary of State

