



**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: Base Services, 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: 153 KENYON HILL TRAIL

City or Town: RICHMOND

State: RI

Zip: 02898

The name of the resident agent at such address is: JOHN J POMMENVILLE JR

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: 153 KENYON HILL TRAIL

City or Town: RICHMOND

State: RI

Zip: 02898

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
BASE SERVICES, LLC
A SINGLE MEMBER-MANAGED LIMITED LIABILITY COMPANY

ARTICLE I

COMPANY FORMATION

1.1. FORMATION. THE MEMBER HAS FORMED A LIMITED LIABILITY COMPANY
(THE "COMPANY")

ACCORDING TO THE LAWS OF THE STATE IN WHICH THE COMPANY 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 NAME AND LOCATION OF THE COMPANY'S
REGISTERED AGENT WILL BE

STATED IN THE COMPANY'S FORMATION DOCUMENTS.

1.3. TERM. THE COMPANY WILL CONTINUE PERPETUALLY UNLESS:

(A) THE SOLE MEMBER RESOLVES TO DISSOLVE;

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

(C) THE DEATH, RESIGNATION, EXPULSION, BANKRUPTCY, RETIREMENT OF THE
SOLE MEMBER OR

THE OCCURRENCE OF ANY OTHER EVENT THAT TERMINATES THE CONTINUED
MEMBERSHIP OF A

MEMBER OF THE COMPANY; OR

(D) ANY OTHER EVENT CAUSING DISSOLUTION OF THE COMPANY UNDER
APPLICABLE STATE LAWS.

1.4. CONTINUANCE OF COMPANY. IN THE EVENT OF AN OCCURRENCE DESCRIBED
IN SECTION 1.3(C),

THE COMPANY WILL EXPIRE AND MAY BE ADMINISTRATIVELY DISSOLVED.

1.5. BUSINESS PURPOSE. THE COMPANY WILL CONDUCT ANY LAWFUL BUSINESS
DEEMED APPROPRIATE IN

CARRYING OUT THE COMPANY'S OBJECTIVES.

1.6. PRINCIPAL PLACE OF BUSINESS. THE COMPANY'S PRINCIPAL PLACE OF
BUSINESS WILL BE

STATED IN THE FORMATION DOCUMENTS, OR AS LATER SELECTED BY THE
MEMBER.

1.7. THE MEMBER. THE NAME AND RESIDENTIAL ADDRESS OF THE SOLE
MEMBER IS LISTED IN CERTIFICATION

OF MEMBER SECTION OF THIS AGREEMENT.

1.8. ADMISSION OF ADDITIONAL MEMBERS. ADDITIONAL MEMBERS MAY ONLY
BE ADMITTED TO

THE COMPANY THROUGH A CERTIFICATE OF NEW MEMBERSHIP ISSUANCE BY
THE COMPANY OF NEW

INTEREST IN THE COMPANY OR AS OTHERWISE PROVIDED IN THIS AGREEMENT.

ARTICLE II

CAPITAL CONTRIBUTIONS

2.1. INITIAL CONTRIBUTIONS. THE MEMBER WILL INITIALLY CONTRIBUTE CAPITAL TO THE COMPANY, AS DESCRIBED IN EXHIBIT 1 ATTACHED TO THIS AGREEMENT. THE AGREED TOTAL VALUE OF SUCH PROPERTY AND CASH IS \$2500.

2.2. ADDITIONAL CONTRIBUTIONS. EXCEPT AS PROVIDED IN ARTICLE 6.2, NO MEMBER WILL BE OBLIGATED TO MAKE ANY ADDITIONAL CONTRIBUTION TO THE COMPANY'S CAPITAL.

ARTICLE III

PROFITS, LOSSES AND DISTRIBUTIONS

3.1. PROFITS/LOSSES. FOR FINANCIAL ACCOUNTING AND TAX PURPOSES, THE COMPANY'S NET PROFITS OR NET LOSSES WILL BE DETERMINED ON AN ANNUAL BASIS. THESE PROFITS AND LOSSES WILL BE ALLOCATED TO THE MEMBER AS SET FORTH IN THIS AGREEMENT BELOW, AS AMENDED, AND IN ACCORDANCE WITH TREASURY REGULATION 1.704-1.

3.2. DISTRIBUTIONS. THE MEMBER WILL DETERMINE AND DISTRIBUTE AVAILABLE FUNDS ANNUALLY OR AS THEY SEE FIT. "AVAILABLE FUNDS" REFERS TO THE NET CASH OF THE COMPANY AVAILABLE AFTER EXPENSES AND LIABILITIES ARE PAID. UPON LIQUIDATION OF THE COMPANY, DISTRIBUTIONS WILL BE MADE IN ACCORDANCE WITH THE POSITIVE CAPITAL ACCOUNT BALANCES OR PURSUANT TO TREASURY REGULATION 1.704-

L(B)(2)(II)(B) (2). TO THE EXTENT THE 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 IS RESPONSIBLE FOR THE MANAGEMENT OF THE COMPANY.

4.2. MEMBERS. THE LIABILITY OF THE MEMBER WILL BE LIMITED ACCORDING TO STATE LAW.

4.3. POWERS OF MEMBERS. THE MEMBER IS AUTHORIZED ON THE COMPANY'S BEHALF TO MAKE DECISIONS AS TO:

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

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

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

(D) THE BORROWING OF MONEY AND THE GRANTING OF SECURITY INTERESTS IN THE COMPANY'S

ASSETS;

(E) THE PRE-PAYMENT, REFINANCING, OR EXTENSION OF ANY LOAN AFFECTING THE COMPANY'S

ASSETS;

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

(G) THE EMPLOYMENT OF PERSONS, FIRMS, OR CORPORATIONS FOR THE OPERATION AND

MANAGEMENT OF THE COMPANY'S BUSINESS.

THE MEMBER IS FURTHER AUTHORIZED TO EXECUTE AND DELIVER:

(W) ALL CONTRACTS, CONVEYANCES, ASSIGNMENTS LEASES, SUB-LEASES, FRANCHISE AGREEMENTS,

LICENSING AGREEMENTS, MANAGEMENT CONTRACTS AND MAINTENANCE CONTRACTS COVERING

OR AFFECTING COMPANY ASSETS;

(X) ALL CHECKS, DRAFTS, AND OTHER ORDERS FOR THE PAYMENT OF THE COMPANY'S FUNDS;

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

AND

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

4.4. NOMINEE. TITLE TO THE COMPANY'S ASSETS MUST BE HELD IN THE COMPANY'S NAME OR IN THE NAME

OF ANY NOMINEE THAT THE MEMBER MAY DESIGNATE. PURSUANT TO THE POWERS LISTED IN SECTION 4.3, THE

MEMBER HAS THE 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, 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.

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, IN A 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, FOR INSTANT EXPENSES (INCLUDING ATTORNEY'S FEES), JUDGMENTS, FINES, AND AMOUNTS PAID IN SETTLEMENT ACTUALLY AND REASONABLY INCURRED IN CONNECTION WITH SUCH ACTION, SUIT OR PROCEEDING IF THE MEMBER DETERMINES THAT THE PERSON ACTED IN GOOD FAITH AND IN A MANNER HE OR SHE REASONABLY BELIEVED TO BE IN OR NOT OPPOSED TO THE BEST INTEREST OF THE COMPANY, AND WITH RESPECT TO ANY CRIMINAL ACTION PROCEEDING, HAS NO REASONABLE CAUSE TO BELIEVE HIS OR HER CONDUCT WAS UNLAWFUL. THE TERMINATION OF ANY ACTION, SUIT, OR PROCEEDING BY JUDGMENT, ORDER, SETTLEMENT, CONVICTION, OR UPON A PLEA OF "NO LO CONTENDERE" OR ITS EQUIVALENT, DOES NOT IN ITSELF CREATE A PRESUMPTION THAT THE PERSON DID OR DID NOT ACT IN GOOD FAITH AND IN A MANNER WHICH HE OR SHE REASONABLY BELIEVED TO BE IN THE BEST INTEREST OF THE COMPANY, AND, WITH RESPECT TO ANY CRIMINAL ACTION OR PROCEEDING, HAD REASONABLE CAUSE TO BELIEVE THAT HIS OR HER CONDUCT WAS LAWFUL.

4.7. RECORDS. THE MEMBER MUST KEEP THE FOLLOWING AT THE COMPANY'S PRINCIPAL PLACE OF BUSINESS

OR OTHER LOCATION:

(A) A CURRENT LIST OF THE FULL NAME AND THE LAST KNOWN STREET ADDRESS OF EACH MEMBER;

(B) A COPY OF THE ARTICLES OF ORGANIZATION, THIS OPERATING AGREEMENT, AND ALL

AMENDMENTS TO EITHER DOCUMENT;

(C) COPIES OF COMPANY'S FEDERAL, STATE AND LOCAL INCOME TAX RETURNS AND REPORTS FOR

THE THREE (3) MOST RECENT YEARS;

(D) COPIES OF THE COMPANY'S FINANCIAL STATEMENTS FOR THE THREE (3) MOST RECENT YEARS.

ARTICLE V

COMPENSATION

5.1. MANAGEMENT FEE. THE MEMBER RENDERING SERVICES TO THE COMPANY IS ENTITLED TO

COMPENSATION PROPORTIONATE WITH THE VALUE OF THOSE SERVICES.

5.2. REIMBURSEMENT. THE COMPANY MUST REIMBURSE THE MEMBER FOR ALL DIRECT OUT-OF-POCKET

EXPENSES INCURRED IN MANAGING THE COMPANY.

ARTICLE VI

BOOKKEEPING

6.1. BOOKS. THE MEMBER WILL MAINTAIN A COMPLETE AND ACCURATE

ACCOUNTING OF THE COMPANY'S AFFAIRS AT THE COMPANY'S PRINCIPAL PLACE OF BUSINESS. THE MEMBER MAY SELECT THE METHOD OF ACCOUNTING AND THE COMPANY'S ACCOUNTING PERIOD WILL BE THE CALENDAR YEAR.

6.2. MEMBER'S ACCOUNTS. THE MEMBER'S CAPITAL ACCOUNT WILL BE DETERMINED AND MAINTAINED IN THE MANNER SET FORTH IN TREASURY REGULATION 1.704-L(B)(2)(IV) AND WILL CONSIST OF HIS OR 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:

(X) DISTRIBUTIONS TO THE MEMBER IN REDUCTION OF COMPANY CAPITAL;
(Y) THE MEMBER'S SHARE OF COMPANY LOSSES IF CHARGED TO HIS OR HER CAPITAL ACCOUNT.

6.3. REPORTS. THE MEMBER WILL CLOSE THE BOOKS OF ACCOUNT AFTER THE CLOSE OF EACH CALENDAR YEAR AND WILL PREPARE A STATEMENT OF SUCH MEMBER'S DISTRIBUTIVE SHARE OF INCOME AND EXPENSE FOR INCOME TAX REPORTING PURPOSES. THE MEMBER MUST KEEP SUCH STATEMENTS WITH THE OTHER FINANCIAL STATEMENTS KEPT PURSUANT TO SECTION 4.7(D).

ARTICLE VII TRANSFERS

7.1. ASSIGNMENT. THE MEMBER MAY SELL, ASSIGN, OR OTHERWISE DISPOSE OF ALL OR ANY PART OF HIS OR HER INTEREST IN THE COMPANY.

ARTICLE VIII DISSOLUTION

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

CERTIFICATION OF MEMBER

THE UNDERSIGNED HEREBY AGREE, ACKNOWLEDGE, AND CERTIFY THAT THE FOREGOING OPERATING AGREEMENT IS ADOPTED AND APPROVED BY THE MEMBER AS OF THIS 21 DAY OF JANUARY,

2023.

MEMBER:

NAME: JOHN POMMENVILLE JR. PERCENT 100 % SIGNED JOHN POMMENVILLE JR.

ADDRESS 153 KENYON HILL TRAIL, RICHMOND RI 02898

EXHIBIT 1

CAPITAL CONTRIBUTIONS

PURSUANT TO ARTICLE 2, THE MEMBER'S INITIAL CONTRIBUTION TO THE COMPANY CAPITAL IS STATED TO BE

\$2500. THE DESCRIPTION AND EACH INDIVIDUAL PORTION OF THIS INITIAL CONTRIBUTION IS

AS FOLLOWS:

| | |
|-----------------------------|----------------|
| <u>JOHN POMMENVILLE JR.</u> | <u>\$ 2500</u> |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |

SIGNED AND AGREED THIS 21 DAY OF JANUARY, 2023.

JOHN POMMENVILLE JR.

SIGNATURE OF MEMBER

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 |
|--------------|---|---|
|--------------|---|---|

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: 01/21/2023

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 January, 2023 at 9:39:24 PM by the Authorized Person.

JOHN J POMMENVILLE JR

Address of Authorized Signer:

153 KENYON HILL TRAIL

RICHMOND RI 02898

Form No. 400
Revised 09/07

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