



**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: Are Eye Production 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: 166 VALLEY ST BLDG 6M

City or Town: PROVIDENCE State: RI Zip: 02909

The name of the resident agent at such address is: SERGIO ALVAREZ

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: 166 VALLEY ST BLDG 6M

City or Town: PROVIDENCE State: RI Zip: 02909 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:

LIMITED LIABILITY COMPANY AGREEMENT OF
R.I. PRODUCTIONS LLC
A SINGLE MEMBER LIMITED LIABILITY COMPANY
THIS OPERATING AGREEMENT (THIS "AGREEMENT") OF R.I. PRODUCTIONS LLC,
(THE
"COMPANY"), IS EXECUTED AND AGREED TO, FOR GOOD AND VALUABLE
CONSIDERATION,
BY THE UNDERSIGNED
MEMBERS (THE "MEMBER").

I.
FORMATION.

A. STATE OF FORMATION. THIS IS A LIMITED LIABILITY COMPANY OPERATING
AGREEMENT (THE "AGREEMENT")
FOR R.I. PRODUCTIONS LLC, A MEMBER-MANAGED RHODE ISLAND SINGLE
MEMBER
LIMITED LIABILITY
COMPANY (THE "COMPANY") FORMED UNDER AND PURSUANT TO RHODE
ISLAND LAW.

B. OPERATING AGREEMENT CONTROLS. TO THE EXTENT THAT THE RIGHTS OR
OBLIGATIONS OF THE MEMBERS OR THE
COMPANY UNDER PROVISIONS OF THIS OPERATING AGREEMENT DIFFER FROM
WHAT THEY
WOULD BE UNDER
RHODE ISLAND LAW ABSENT SUCH A PROVISION, THIS AGREEMENT, TO THE
EXTENT
PERMITTED UNDER RHODE
ISLAND LAW, SHALL CONTROL.

C. PRIMARY BUSINESS ADDRESS. THE LOCATION OF THE PRIMARY PLACE OF
BUSINESS

OF THE COMPANY IS:

166 VALLEY ST BLDG. 6M, PROVIDENCE, RHODE ISLAND 02909, OR SUCH OTHER
LOCATION AS SHALL BE

SELECTED FROM TIME TO TIME BY THE MEMBER.

D. REGISTERED AGENT AND OFFICE. THE COMPANY'S INITIAL AGENT (THE
"AGENT")

FOR SERVICE OF PROCESS IS

SERGIO ALVAREZ. THE AGENT'S REGISTERED OFFICE IS 166 VALLEY ST BLDG 6M,
PROVIDENCE, RHODE

ISLAND 02909. THE COMPANY MAY CHANGE ITS REGISTERED OFFICE, ITS
REGISTERED

AGENT, OR BOTH, UPON

FILING A STATEMENT WITH THE RHODE ISLAND SECRETARY OF STATE.

E. NO STATE LAW PARTNERSHIP. NO PROVISIONS OF THIS AGREEMENT SHALL BE
DEEMED OR CONSTRUED TO

CONSTITUTE A PARTNERSHIP (INCLUDING, WITHOUT LIMITATION, A LIMITED PARTNERSHIP) OR JOINT VENTURE, OR ANY MEMBER A PARTNER OR JOINT VENTURER OF OR WITH ANY OTHER MEMBER, FOR ANY PURPOSES OTHER THAN FEDERAL AND STATE TAX PURPOSES.

II.

PURPOSES AND POWERS.

A. PURPOSE. THE COMPANY IS CREATED FOR THE FOLLOWING BUSINESS PURPOSE:

RI PRODUCTION LLC WILL PROVIDE INDEPENDENT CONSULTING, MANAGEMENT OF ARTISTS AND RECORDING, EDITING, PRODUCTION, AND DISTRIBUTION OF DIGITAL MEDIA.

B. POWERS. THE COMPANY SHALL HAVE ALL OF THE POWERS OF A LIMITED LIABILITY

COMPANY SET FORTH UNDER RHODE ISLAND LAW.

C. DURATION. THE COMPANY'S TERM SHALL COMMENCE UPON THE FILING OF AN

ARTICLES OF ORGANIZATION AND

ALL OTHER SUCH NECESSARY MATERIALS WITH THE STATE OF RHODE ISLAND.

THE

COMPANY WILL OPERATE UNTIL

TERMINATED AS OUTLINED IN THIS AGREEMENT UNLESS:

1.

2.

THE MEMBER VOTES TO DISSOLVE THE

COMPANY;

NO MEMBER OF THE COMPANY EXISTS, UNLESS THE BUSINESS OF THE COMPANY IS

CONTINUED IN A

MANNER PERMITTED BY RHODE ISLAND LAW;

 

3.

4.

5.

IT BECOMES UNLAWFUL FOR EITHER THE MEMBER OR THE COMPANY TO

CONTINUE IN

BUSINESS;

A JUDICIAL DECREE IS ENTERED THAT DISSOLVES THE COMPANY; OR

ANY OTHER EVENT RESULTS IN THE DISSOLUTION OF THE COMPANY UNDER

FEDERAL OR

RHODE ISLAND

LAW.

III.

MEMBER.

A. THE MEMBER. THE SOLE MEMBER OF R.I. PRODUCTIONS LLC AT THE TIME OF ADOPTION OF THIS

AGREEMENT IS SERGIO ALVAREZ (THE "MEMBER").

B. INITIAL CONTRIBUTION. THE MEMBER SHALL MAKE AN INITIAL CONTRIBUTION TO

THE COMPANY. THE INITIAL

CONTRIBUTIONS SHALL BE AS DESCRIBED IN ATTACHMENT A, INITIAL CONTRIBUTIONS

OF THE MEMBER.

NO MEMBER SHALL BE ENTITLED TO INTEREST ON THEIR INITIAL CONTRIBUTION.

EXCEPT AS EXPRESSLY PROVIDED

BY THIS AGREEMENT, OR AS REQUIRED BY LAW, NO MEMBER SHALL HAVE ANY RIGHT TO

DEMAND OR RECEIVE

THE RETURN OF THEIR INITIAL CONTRIBUTION.

C. LIMITED LIABILITY OF THE MEMBER. EXCEPT AS OTHERWISE PROVIDED FOR IN

THIS AGREEMENT OR

OTHERWISE REQUIRED BY RHODE ISLAND LAW, NO MEMBER SHALL BE PERSONALLY

LIABLE FOR ANY ACTS, DEBTS,

LIABILITIES OR OBLIGATIONS OF THE COMPANY BEYOND THEIR RESPECTIVE INITIAL

CONTRIBUTION. THE

MEMBER SHALL LOOK SOLELY TO THE COMPANY PROPERTY FOR THE RETURN OF THEIR

INITIAL CONTRIBUTION, OR

VALUE THEREOF, AND IF THE COMPANY PROPERTY REMAINING AFTER PAYMENT OR

DISCHARGE OF THE DEBTS,

LIABILITIES OR OBLIGATIONS OF THE COMPANY IS INSUFFICIENT TO RETURN SUCH

INITIAL CONTRIBUTIONS, OR

VALUE THEREOF, NO MEMBER SHALL HAVE ANY RECOURSE AGAINST ANY OTHER MEMBER,

IF ANY OTHER

MEMBER EXISTS, EXCEPT AS IS EXPRESSLY PROVIDED FOR BY THIS AGREEMENT.

D. CREATION OR SUBSTITUTION OF NEW MEMBERS. ANY MEMBER MAY ASSIGN IN WHOLE

OR IN PART ITS

MEMBERSHIP INTEREST ONLY WITH THE PRIOR WRITTEN CONSENT OF ALL MEMBERS.

1.

ENTIRE TRANSFER. IF A MEMBER TRANSFERS ALL OF ITS MEMBERSHIP INTEREST, THE TRANSFEREE SHALL BE ADMITTED TO THE COMPANY AS A SUBSTITUTE MEMBER UPON ITS EXECUTION OF AN INSTRUMENT SIGNIFYING ITS AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. SUCH ADMISSION SHALL BE DEEMED EFFECTIVE IMMEDIATELY UPON THE TRANSFER, AND, SIMULTANEOUSLY, THE TRANSFEROR MEMBER SHALL CEASE TO BE A MEMBER OF THE COMPANY AND SHALL HAVE NO FURTHER RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT.

2.

3.

PARTIAL TRANSFER. IF A MEMBER TRANSFERS ONLY A PORTION OF ITS MEMBERSHIP INTEREST, THE TRANSFEREE SHALL BE ADMITTED TO THE COMPANY AS AN ADDITIONAL MEMBER UPON ITS EXECUTION OF AN INSTRUMENT SIGNIFYING ITS AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. WHETHER A SUBSTITUTE MEMBER OR AN ADDITIONAL MEMBER, ABSENT THE WRITTEN CONSENT OF ALL EXISTING MEMBERS OF THE COMPANY, THE TRANSFEREE SHALL BE A LIMITED MEMBER AND POSSESS ONLY THE PERCENTAGE OF THE MONETARY RIGHTS OF THE TRANSFEROR MEMBER THAT WAS TRANSFERRED WITHOUT ANY VOTING POWER AS A MEMBER IN THE COMPANY.

E. MEMBER VOTING.

1. VOTING POWER. IN THE EVENT THAT THE COMPANY HAS MULTIPLE MEMBERS SIMULTANEOUSLY, THE COMPANY'S MEMBERS SHALL EACH HAVE VOTING POWER EQUAL TO ITS SHARE OF MEMBERSHIP INTEREST IN THE COMPANY.

F. MEMBER'S DUTIES. THE MEMBER SHALL CAUSE THE COMPANY TO DO OR

CAUSE TO BE
DONE ALL THINGS
 

NECESSARY TO PRESERVE AND KEEP IN FULL FORCE AND EFFECT ITS EXISTENCE,
RIGHTS (CHARTER AND STATUTORY)
AND FRANCHISES. THE MEMBERS ALSO SHALL CAUSE THE COMPANY TO:

1.
MAINTAIN ITS OWN BOOKS, RECORDS, ACCOUNTS, FINANCIAL STATEMENTS,
STATIONERY, INVOICES,
CHECKS AND OTHER LIMITED LIABILITY COMPANY DOCUMENTS AND BANK
ACCOUNTS
SEPARATE FROM
ANY OTHER PERSON;

2.
3.
4.
5.
6.

AT ALL TIMES HOLD ITSELF OUT AS BEING A LEGAL ENTITY SEPARATE FROM
THE
MEMBER AND ANY OTHER
PERSON AND CONDUCT ITS BUSINESS IN ITS OWN NAME;
FILE ITS OWN TAX RETURNS, IF ANY, AS MAY BE REQUIRED UNDER APPLICABLE
LAW,
AND PAY ANY
TAXES REQUIRED TO BE PAID UNDER APPLICABLE LAW;
NOT COMMINGLE ITS ASSETS WITH ASSETS OF THE MEMBER OR ANY OTHER
PERSON, AND
SEPARATELY
IDENTIFY, MAINTAIN AND SEGREGATE ALL COMPANY ASSETS;
PAY ITS OWN LIABILITIES ONLY OUT OF ITS OWN FUNDS, EXCEPT WITH RESPECT
TO
ORGANIZATIONAL
EXPENSES;
MAINTAIN AN ARM'S LENGTH RELATIONSHIP WITH THE MEMBER, AND, WITH
RESPECT TO
ALL BUSINESS
TRANSACTIONS ENTERED INTO BY THE COMPANY WITH THE MEMBER, REQUIRE
THAT THE
TERMS AND
CONDITIONS OF SUCH TRANSACTIONS (INCLUDING THE TERMS RELATING TO
THE
AMOUNTS PAID
THEREUNDER) ARE THE SAME AS WOULD BE GENERALLY AVAILABLE IN
COMPARABLE

BUSINESS

TRANSACTIONS IF SUCH TRANSACTIONS WERE WITH A PERSON THAT WAS NOT A MEMBER:

7.

PAY THE SALARIES OF ITS OWN EMPLOYEES, IF ANY, OUT OF ITS OWN FUNDS AND

MAINTAIN A

SUFFICIENT NUMBER OF EMPLOYEES IN LIGHT OF ITS CONTEMPLATED BUSINESS OPERATIONS:

8.

9.

ALLOCATE FAIRLY AND REASONABLY ANY OVERHEAD FOR SHARED OFFICE SPACE:

NOT PLEDGE ITS ASSETS FOR THE BENEFIT OF ANY OTHER PERSON OR MAKE ANY LOANS

OR ADVANCES TO

ANY PERSON:

10. CORRECT ANY KNOWN MISUNDERSTANDING REGARDING ITS SEPARATE IDENTITY:

11. MAINTAIN ADEQUATE CAPITAL IN LIGHT OF ITS CONTEMPLATED BUSINESS PURPOSES:

12. CAUSE THE MEMBER TO MEET OR ACT PURSUANT TO WRITTEN CONSENT AND KEEP

MINUTES OF SUCH

MEETINGS AND ACTIONS AND OBSERVE ALL OTHER RHODE ISLAND LIMITED LIABILITY

COMPANY

FORMALITIES:

13. MAKE ANY PERMITTED INVESTMENTS DIRECTLY OR THROUGH BROKERS ENGAGED AND

PAID BY THE

COMPANY OR ITS AGENTS:

14. NOT REQUIRE ANY OBLIGATIONS OR SECURITIES OF THE MEMBER; AND

15. OBSERVE ALL OTHER LIMITED LIABILITY FORMALITIES.

FAILURE OF THE MEMBER TO COMPLY WITH ANY OF THE FOREGOING COVENANTS SHALL

NOT AFFECT THE STATUS

OF THE COMPANY AS A SEPARATE LEGAL ENTITY OR THE LIMITED LIABILITY OF THE

MEMBER.

G. FIDUCIARY DUTIES OF THE MEMBERS

.

 

1.

2.

LOYALTY AND CARE. EXCEPT TO THE EXTENT OTHERWISE PROVIDED HEREIN,
THE
MEMBER SHALL HAVE
A FIDUCIARY DUTY OF LOYALTY AND CARE SIMILAR TO THAT OF MEMBERS OF
LIMITED
LIABILITY
COMPANIES ORGANIZED UNDER THE LAWS OF RHODE ISLAND.
COMPETITION WITH THE COMPANY. THE MEMBER SHALL REFRAIN FROM
DEALING WITH
THE
COMPANY IN THE CONDUCT OF THE COMPANY'S BUSINESS AS OR ON BEHALF OF
A PARTY
HAVING AN
INTEREST ADVERSE TO THE COMPANY. THE MEMBER SHALL REFRAIN FROM
COMPETING
WITH THE
COMPANY IN THE CONDUCT OF THE COMPANY'S BUSINESS.

3.

4.

DUTIES ONLY TO THE COMPANY. THE MEMBER'S FIDUCIARY DUTIES OF LOYALTY
AND
CARE ARE TO THE
COMPANY AND NOT TO ANY FUTURE MEMBERS. THE MEMBER SHALL OWE
FIDUCIARY
DUTIES OF
DISCLOSURE, GOOD FAITH AND FAIR DEALING TO THE COMPANY, BUT SHALL
OWE NO
SUCH DUTIES TO
OFFICERS AND TO THE OTHER MEMBERS. A MEMBER WHO SO PERFORMS THEIR
DUTIES
SHALL NOT HAVE
ANY LIABILITY BY REASON OF BEING OR HAVING BEEN A MEMBER.
RELIANCE ON REPORTS. IN DISCHARGING THE MEMBER'S DUTIES, THE MEMBER
IS
ENTITLED TO RELY
ON INFORMATION, OPINIONS, REPORTS, OR STATEMENTS, INCLUDING
FINANCIAL
STATEMENTS AND OTHER
FINANCIAL DATA, IF PREPARED OR PRESENTED BY ANY OF THE FOLLOWING:
I. ONE OR MORE OTHER MEMBERS, IN THE EVENT THAT THE COMPANY HAS
MULTIPLE
MEMBERS OR
EMPLOYEES OF THE COMPANY WHOM THE MEMBER REASONABLY BELIEVES TO
BE RELIABLE
AND
COMPETENT IN THE MATTERS PRESENTED.

II. LEGAL COUNSEL, PUBLIC ACCOUNTANTS, OR OTHER PERSONS AS TO MATTERS THE MEMBER REASONABLY BELIEVES ARE WITHIN THE PERSONS' PROFESSIONAL OR EXPERT COMPETENCE.

III. IN THE EVENT THAT THE COMPANY HAS MULTIPLE MEMBERS, A COMMITTEE OF MEMBERS OF WHICH THE AFFECTED MEMBER IS NOT A PARTICIPANT, IF THE MEMBER REASONABLY BELIEVES THE COMMITTEE MERITS CONFIDENCE.

IV. ACCOUNTING AND DISTRIBUTIONS.

A. FISCAL YEAR. THE COMPANY'S FISCAL YEAR SHALL END ON THE LAST DAY OF DECEMBER.

B. DISTRIBUTIONS. DISTRIBUTIONS SHALL BE ISSUED ON AN ANNUAL BASIS, BASED UPON THE COMPANY'S FISCAL YEAR. THE DISTRIBUTION SHALL NOT EXCEED THE REMAINING NET CASH OF THE COMPANY AFTER MAKING APPROPRIATE PROVISIONS FOR THE COMPANY'S ONGOING AND ANTICIPATABLE LIABILITIES AND EXPENSES. EACH MEMBER SHALL RECEIVE A PERCENTAGE OF THE OVERALL DISTRIBUTION THAT MATCHES THAT MEMBER'S PERCENTAGE OF MEMBERSHIP INTEREST IN THE COMPANY.

V. TAX TREATMENT ELECTION.

A. TAX DESIGNATION. THE COMPANY HAS NOT FILED WITH THE INTERNAL REVENUE SERVICE FOR TREATMENT AS A CORPORATION. INSTEAD, THE COMPANY WILL BE TAXED AS A PASS-THROUGH ORGANIZATION. THE MEMBER MAY ELECT FOR THE COMPANY TO BE TREATED AS A C-CORPORATION OR A S-CORPORATION AT ANY TIME.

VI. DISSOLUTION.

A. LIMITS ON DISSOLUTION. THE COMPANY SHALL HAVE A PERPETUAL EXISTENCE, AND SHALL BE DISSOLVED, AND ITS AFFAIRS SHALL BE WOUND UP ONLY UPON THE PROVISIONS ESTABLISHED IN SECTION II (C) ABOVE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE

BANKRUPTCY OF
ANY MEMBER SHALL NOT
CAUSE SUCH MEMBER TO CEASE TO BE A MEMBER OF THE COMPANY AND UPON
THE
OCCURRENCE OF SUCH AN
EVENT, THE BUSINESS OF THE COMPANY SHALL CONTINUE WITHOUT
DISSOLUTION.

 

EACH MEMBER WAIVES ANY RIGHT THAT IT MAY HAVE TO AGREE IN WRITING
TO
DISSOLVE THE COMPANY UPON
THE BANKRUPTCY OF ANY MEMBER OR THE OCCURRENCE OF ANY EVENT THAT
CAUSES ANY
MEMBER TO CEASE
TO BE A MEMBER OF THE COMPANY.

B. WINDING UP. UPON THE OCCURRENCE OF ANY EVENT SPECIFIED IN SECTION
II(C),

THE COMPANY SHALL
CONTINUE SOLELY FOR THE PURPOSE OF WINDING UP ITS AFFAIRS IN AN
ORDERLY
MANNER, LIQUIDATING ITS
ASSETS, AND SATISFYING THE CLAIMS OF ITS CREDITORS. THE MEMBER, OR IN
THE
EVENT OF MULTIPLE
MEMBERS, ONE OR MORE MEMBERS, SELECTED BY THE REMAINING MEMBERS,
SHALL BE
RESPONSIBLE FOR
OVERSEEING THE WINDING UP AND LIQUIDATION OF THE COMPANY, SHALL
TAKE FULL

ACCOUNT OF THE
LIABILITIES OF THE COMPANY AND ITS ASSETS, SHALL EITHER CAUSE ITS ASSETS
TO

BE DISTRIBUTED AS PROVIDED
UNDER THIS AGREEMENT OR SOLD, AND IF SOLD AS PROMPTLY AS IS
CONSISTENT WITH

OBTAINING THE FAIR
MARKET VALUE THEREOF, SHALL CAUSE THE PROCEEDS THEREFROM, TO THE
EXTENT
SUFFICIENT THEREFOR, TO BE

APPLIED AND DISTRIBUTED AS PROVIDED UNDER THIS AGREEMENT.

C. DISTRIBUTIONS IN KIND. ANY NON-CASH ASSET DISTRIBUTED TO ONE OR
MORE

MEMBERS IN LIQUIDATION OF
THE COMPANY SHALL FIRST BE VALUED AT ITS FAIR MARKET VALUE (NET OF
ANY

LIABILITY SECURED BY SUCH ASSET THAT SUCH MEMBER ASSUMES OR TAKES SUBJECT TO) TO DETERMINE THE PROFITS OR LOSSES THAT WOULD HAVE RESULTED IF SUCH ASSET WERE SOLD FOR SUCH VALUE. SUCH PROFIT OR LOSS SHALL THEN BE ALLOCATED AS PROVIDED UNDER THIS AGREEMENT. THE FAIR MARKET VALUE OF SUCH ASSET SHALL BE DETERMINED BY THE MEMBERS OR, IF ANY MEMBER OBJECTS, BY AN INDEPENDENT APPRAISER (ANY SUCH APPRAISER MUST BE RECOGNIZED AS AN EXPERT IN VALUING THE TYPE OF ASSET INVOLVED) APPROVED BY THE MEMBERS.

D. TERMINATION. THE COMPANY SHALL TERMINATE WHEN (I) ALL OF THE ASSETS OF THE COMPANY, AFTER PAYMENT OF OR DUE PROVISION FOR ALL DEBTS, LIABILITIES AND OBLIGATIONS OF THE COMPANY, SHALL HAVE BEEN DISTRIBUTED TO THE MEMBER IN THE MANNER PROVIDED FOR UNDER THIS AGREEMENT AND (II) THE COMPANY'S REGISTRATION WITH THE STATE OF RHODE ISLAND SHALL HAVE BEEN CANCELED IN THE MANNER REQUIRED BY RHODE ISLAND LAW.

E. ACCOUNTING. WITHIN A REASONABLE TIME AFTER COMPLETE LIQUIDATION, THE COMPANY SHALL FURNISH THE MEMBERS WITH A STATEMENT WHICH SHALL SET FORTH THE ASSETS AND LIABILITIES OF THE COMPANY AS AT THE DATE OF DISSOLUTION AND THE PROCEEDS AND EXPENSES OF THE DISPOSITION THEREOF.

F. LIMITATIONS ON PAYMENTS MADE IN DISSOLUTION. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT, EACH MEMBER SHALL ONLY BE ENTITLED TO LOOK SOLELY TO THE ASSETS OF THE COMPANY FOR THE RETURN OF ITS INITIAL CONTRIBUTION AND SHALL HAVE NO RECOURSE FOR ITS INITIAL CONTRIBUTION AND/OR SHARE OF PROFITS (UPON DISSOLUTION OR OTHERWISE) AGAINST ANY OTHER

MEMBER.

IF ANY OTHER SUCH
MEMBER EXISTS.

G. NOTICE TO RHODE ISLAND AUTHORITIES. UPON THE WINDING UP OF THE
COMPANY.

THE MEMBER WITH THE
HIGHEST PERCENTAGE OF MEMBERSHIP INTEREST IN THE COMPANY SHALL BE
RESPONSIBLE FOR THE FILING OF
ALL APPROPRIATE NOTICES OF DISSOLUTION WITH RHODE ISLAND AND ANY
OTHER
APPROPRIATE STATE OR FEDERAL
AUTHORITIES OR AGENCIES AS MAY BE REQUIRED BY LAW.

VII. EXCULPATION AND
INDEMNIFICATION.

A. NO MEMBER, EMPLOYEE OR AGENT OF THE COMPANY AND NO EMPLOYEE,
AGENT OR

AFFILIATE OF A MEMBER

(COLLECTIVELY, THE "COVERED PERSONS") SHALL BE LIABLE TO THE COMPANY
OR ANY

OTHER PERSON WHO HAS

AN INTEREST IN OR CLAIM AGAINST THE COMPANY FOR ANY LOSS, DAMAGE OR
CLAIM

INCURRED BY REASON OF

ANY ACT OR OMISSION PERFORMED OR OMITTED BY SUCH COVERED PERSON IN
GOOD

FAITH ON BEHALF OF THE

COMPANY AND IN A MANNER REASONABLY BELIEVED TO BE WITHIN THE SCOPE
OF THE

AUTHORITY CONFERRED

 

ON SUCH COVERED PERSON BY THIS AGREEMENT, EXCEPT THAT A COVERED
PERSON

SHALL BE LIABLE FOR ANY

SUCH LOSS, DAMAGE OR CLAIM INCURRED BY REASON OF SUCH COVERED
PERSON'S

GROSS NEGLIGENCE OR

WILLFUL MISCONDUCT.

B. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, A COVERED
PERSON

SHALL BE ENTITLED TO

INDEMNIFICATION FROM THE COMPANY FOR ANY LOSS, DAMAGE OR CLAIM
INCURRED BY

SUCH COVERED

PERSON BY REASON OF ANY ACT OR OMISSION PERFORMED OR OMITTED BY
SUCH

COVERED PERSON IN GOOD

FAITH ON BEHALF OF THE COMPANY AND IN A MANNER REASONABLY BELIEVED TO BE

WITHIN THE SCOPE OF THE

AUTHORITY CONFERRED ON SUCH COVERED PERSON BY THIS AGREEMENT.

EXPENSES,

INCLUDING LEGAL FEES,

INCURRED BY A COVERED PERSON DEFENDING ANY CLAIM, DEMAND, ACTION, SUIT OR

PROCEEDING SHALL BE

PAID BY THE COMPANY. THE COVERED PERSON SHALL BE LIABLE TO REPAY SUCH AMOUNT IF IT IS DETERMINED

THAT THE COVERED PERSON IS NOT ENTITLED TO BE INDEMNIFIED AS

AUTHORIZED IN

THIS AGREEMENT. NO

COVERED PERSON SHALL BE ENTITLED TO BE INDEMNIFIED IN RESPECT OF ANY LOSS,

DAMAGE OR CLAIM

INCURRED BY SUCH COVERED PERSON BY REASON OF SUCH COVERED PERSON'S GROSS

NEGLIGENCE OR WILLFUL

MISCONDUCT WITH RESPECT TO SUCH ACTS OR OMISSIONS. ANY INDEMNITY UNDER THIS

AGREEMENT SHALL BE

PROVIDED OUT OF AND TO THE EXTENT OF COMPANY ASSETS ONLY.

C. A COVERED PERSON SHALL BE FULLY PROTECTED IN RELYING IN GOOD FAITH UPON

THE RECORDS OF THE

COMPANY AND UPON SUCH INFORMATION, OPINIONS, REPORTS OR STATEMENTS

PRESENTED TO THE COMPANY

BY ANY PERSON AS TO MATTERS THE COVERED PERSON REASONABLY BELIEVES ARE

WITHIN SUCH OTHER

PERSON'S PROFESSIONAL OR EXPERT COMPETENCE AND WHO HAS BEEN SELECTED WITH

REASONABLE CARE BY OR

ON BEHALF OF THE COMPANY, INCLUDING INFORMATION, OPINIONS, REPORTS OR

STATEMENTS AS TO THE VALUE

AND AMOUNT OF THE ASSETS, LIABILITIES, OR ANY OTHER FACTS PERTINENT TO THE

EXISTENCE AND AMOUNT OF

ASSETS FROM WHICH DISTRIBUTIONS TO THE MEMBER MIGHT PROPERLY BE PAID.

D. TO THE EXTENT THAT, AT LAW OR IN EQUITY, A COVERED PERSON HAS DUTIES

(INCLUDING FIDUCIARY DUTIES)

AND LIABILITIES RELATING THERETO TO THE COMPANY OR TO ANY OTHER COVERED

PERSON, A COVERED PERSON

ACTING UNDER THIS AGREEMENT SHALL NOT BE LIABLE TO THE COMPANY OR TO ANY

OTHER COVERED PERSON

FOR ITS GOOD FAITH RELIANCE ON THE PROVISIONS OF THIS AGREEMENT. THE PROVISIONS OF THE AGREEMENT,

TO THE EXTENT THAT THEY RESTRICT THE DUTIES AND LIABILITIES OF A COVERED

PERSON OTHERWISE EXISTING AT

LAW OR IN EQUITY, ARE AGREED BY THE MEMBER TO REPLACE SUCH OTHER DUTIES AND

LIABILITIES OF SUCH

COVERED PERSON.

E. THE FOREGOING PROVISIONS OF THIS ARTICLE VII SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

VIII. INSURANCE.

THE COMPANY SHALL HAVE THE POWER TO PURCHASE AND MAINTAIN INSURANCE,

INCLUDING INSURANCE ON

BEHALF OF ANY COVERED PERSON AGAINST ANY LIABILITY ASSERTED AGAINST SUCH

PERSON AND INCURRED BY

SUCH COVERED PERSON IN ANY SUCH CAPACITY, OR ARISING OUT OF SUCH COVERED

PERSON'S STATUS AS AN

AGENT OF THE COMPANY, WHETHER OR NOT THE COMPANY WOULD HAVE THE POWER TO

INDEMNIFY SUCH

PERSON AGAINST SUCH LIABILITY UNDER THE PROVISIONS OF ARTICLE VII OR UNDER

APPLICABLE LAW.

IX.

GENERAL PROVISIONS.

A. NOTICES. ALL NOTICES, OFFERS OR OTHER COMMUNICATIONS REQUIRED OR PERMITTED TO BE GIVEN PURSUANT TO

THIS AGREEMENT SHALL BE IN WRITING AND MAY BE PERSONALLY SERVED OR SENT BY

UNITED STATES MAIL

AND SHALL BE DEEMED TO HAVE BEEN GIVEN WHEN DELIVERED IN PERSON OR THREE

(3) BUSINESS DAYS AFTER

DEPOSIT IN UNITED STATES MAIL, REGISTERED OR CERTIFIED, POSTAGE PREPAID.

AND PROPERLY ADDRESSED, BY
OR TO THE APPROPRIATE PARTY.

B. NUMBER OF DAYS. IN COMPUTING THE NUMBER OF DAYS (OTHER THAN
BUSINESS
DAYS) FOR PURPOSES OF THIS
AGREEMENT, ALL DAYS SHALL BE COUNTED, INCLUDING SATURDAYS, SUNDAYS
AND
HOLIDAYS; PROVIDED,
 

HOWEVER, THAT IF THE FINAL DAY OF ANY TIME PERIOD FALLS ON A SATURDAY,
SUNDAY OR HOLIDAY ON WHICH
NATIONAL BANKS ARE OR MAY ELECT TO BE CLOSED, THEN THE FINAL DAY
SHALL BE
DEEMED TO BE THE NEXT DAY
WHICH IS NOT A SATURDAY, SUNDAY OR SUCH HOLIDAY.

C. EXECUTION OF COUNTERPARTS. THIS AGREEMENT MAY BE EXECUTED IN ANY
NUMBER
OF COUNTERPARTS, EACH
OF WHICH SHALL BE AN ORIGINAL, AND ALL OF WHICH SHALL TOGETHER
CONSTITUTE
ONE AND THE SAME
INSTRUMENT.

D. SEVERABILITY. THE PROVISIONS OF THIS AGREEMENT ARE INDEPENDENT OF
AND
SEPARABLE FROM EACH OTHER,
AND NO PROVISION SHALL BE AFFECTED OR RENDERED INVALID OR
UNENFORCEABLE BY
VIRTUE OF THE FACT THAT
FOR ANY REASON ANY OTHER OR OTHERS OF THEM MAY BE INVALID OR
UNENFORCEABLE
IN WHOLE OR IN PART.

E. HEADINGS. THE ARTICLE AND SECTION HEADINGS IN THIS AGREEMENT ARE
FOR
CONVENIENCE AND THEY FORM
NO PART OF THIS AGREEMENT AND SHALL NOT AFFECT ITS INTERPRETATION.

F. CONTROLLING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND
CONSTRUED IN
ALL RESPECTS IN
ACCORDANCE WITH THE LAWS OF THE STATE OF RHODE ISLAND (WITHOUT
REGARD TO
CONFLICTS OF LAW
PRINCIPLES THEREOF).

G. APPLICATION OF RHODE ISLAND LAW. ANY MATTER NOT SPECIFICALLY
COVERED BY
A PROVISION OF THIS

AGREEMENT SHALL BE GOVERNED BY THE APPLICABLE PROVISIONS OF RHODE ISLAND LAW.

H. AMENDMENT. THIS AGREEMENT MAY BE AMENDED ONLY BY WRITTEN CONSENT OF THE MEMBER. UPON OBTAINING THE APPROVAL OF ANY SUCH AMENDMENT, SUPPLEMENT OR RESTATEMENT AS TO THE CERTIFICATE, THE COMPANY SHALL CAUSE A CERTIFICATE OF AMENDMENT OR AMENDED AND RESTATED CERTIFICATE TO BE PREPARED, EXECUTED AND FILED IN ACCORDANCE WITH RHODE ISLAND LAW.

I. ENTIRE AGREEMENT. THIS AGREEMENT CONTAINS THE ENTIRE UNDERSTANDING AMONG THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER HEREOF, AND SUPERSEDES ALL PRIOR AND CONTEMPORANEOUS AGREEMENTS AND UNDERSTANDINGS, INDUCEMENTS OR CONDITIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, EXCEPT AS HEREIN CONTAINED.

IN WITNESS WHEREOF, THE MEMBER HAS EXECUTED AND AGREED TO THIS LIMITED

LIABILITY COMPANY

OPERATING AGREEMENT, WHICH SHALL BE EFFECTIVE AS OF JANUARY 04, 2023.

S A F MEMBER 1 NAME NAME

D A F MEMBER 1 NAME DATE

BY:

DATE:

SERGIO ALVAREZ

 

ATTACHMENT A

INITIAL CONTRIBUTIONS OF THE MEMBER

THE INITIAL CONTRIBUTIONS OF THE MEMBER OF R.I. PRODUCTIONS LLC ARE AS

FOLLOWS:

SERGIO ALVAREZ

CONTRIBUTION: SWEAT EQUITY

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:

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 25 Day of January, 2023 at 12:00:03 PM by the Authorized Person.

SERGIO ALVAREZ

Address of Authorized Signer:

90 LEADING ST. JOHNSTON, RI 02919

Form No. 400
Revised 09/07

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