



**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: 833 WAPPING, 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: C/O NEWPORT NATIONAL GOLF CLUB
326 MITCHELL'S LANE

City or Town: MIDDLETOWN

State: RI

Zip: 02842

The name of the resident agent at such address is: JOHN M. PEREIRA

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: C/O COMBINED PROPERTIES, INC
295 CANAL STREET, SUITE 500

City or Town: MALDEN

State: MA Zip: 02148 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:

1. A MANAGER 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 SECTION 17 OF THE RHODE ISLAND LIMITED
LIABILITY COMPANY ACT, AS MAY HEREAFTER BE AMENDED, THE ACT, EXCEPT
FOR
I LIABILITY FOR BREACH OF THE MANAGERS 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.

2. A THE MEMBERS OF THE LIMITED LIABILITY COMPANY MAY INCLUDE
PROVISIONS IN THE
LIMITED LIABILITY COMPANYS OPERATING AGREEMENT, OR THE MANAGERS
MAY
AUTHORIZE AGREEMENTS TO BE ENTERED INTO WITH EACH MEMBER,
MANAGER,
AGENT OR EMPLOYEE, 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.
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 OF THIS ARTICLE SIXTH 11B, PAY, ON BEHALF OF AN INDEMNIFIED PERSON ANY LOSS OR EXPENSES 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 OF THE INDEMNIFIED PERSON,

II FOR THE PURPOSES OF THIS ARTICLE SIXTH 2B, WHEN USED HEREIN

1 MANAGERS MEANS ANY OR ALL OF THE MANAGERS OF 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 FOR ANY CLAIM FOR COVERED ACTS AND SHALL INCLUDE, WITHOUT BEING LIMITED TO, DAMAGES, SETTLEMENTS, FINES, PENALTIES OR, WITH

RESPECT TO EMPLOYEE BENEFIT PLANS, EXCISE TAXES,

3 EXPENSES MEANS ANY EXPENSES INCURRED IN CONNECTION WITH THE DEFENSE

AGAINST ANY CLAIM FOR COVERED ACTS, INCLUDING, WITHOUT BEING LIMITED

TO, LEGAL, ACCOUNTING OR INVESTIGATIVE FEES AND EXPENSES OR BONDS NECESSARY TO PURSUE AN APPEAL OF AN ADVERSE JUDGMENT, AND

4 COVERED ACT MEANS ANY ACT OR OMISSION BY THE INDEMNIFIED PERSON IN THE INDEMNIFIED PERSONS 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 LIMITED LIABILITY COMPANY, CORPORATION, PARTNERSHIP, JOINT VENTURE, TRUST, OTHER ENTITY

OR ENTERPRISE, INCLUDING, BUT NOT LIMITED TO ANY ENTITIES AND ENTERPRISES

WHICH ARE SUBSIDIARIES OR AFFILIATES OF THE LIMITED LIABILITY COMPANY, OR

EMPLOYEE BENEFIT PLAN.

III 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 REPRESENTATIVE OF A DECEASED INDEMNIFIED PERSON OR THE LEGAL REPRESENTATIVE 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
CLAUSE V, BELOW, AND THE FINAL DISPOSITION OF SUCH ACTION, SUIT,
PROCEEDING OR APPEAL 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 PERSONS 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 ACTION CONTRAVENING SECTION 17 OF THE ACT; OR 4 A
TRANSACTION FROM WHICH THE PERSON SEEKING INDEMNIFICATION DERIVED
AN
IMPROPER PERSONAL BENEFIT.

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	JOHN M. PEREIRA MANAGER	295 CANAL STREET, SUITE 500, SUITE 500 MALDEN, MA 02148 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 16 Day of March, 2023 at 12:00:12 PM by the Authorized Person.

JOHN M. PEREIRA

Address of Authorized Signer:

C/O COMBINED PROPERTIES, INC.

295 CANAL STREET, SUITE 500

MALDEN, MA 02148

Form No. 400
Revised 09/07

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State of Rhode Island

Department of State | Office of the Secretary of State

Gregg M. Amore, *Secretary of State*

I, GREGG M. AMORE, 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 16, 2023 11:59 AM

A handwritten signature in black ink that reads "Gregg M. Amore".

Gregg M. Amore
Secretary of State

