



**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: Three Fates Candle Company 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: 74 PRINCETON AVE
City or Town: PROVIDENCE State: RI Zip: 02907

The name of the resident agent at such address is: AMANDA BRAYMAN

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: 74 PRINCETON AVE
City or Town: PROVIDENCE State: RI Zip: 02907 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
THREE FATES CANDLE COMPANY
A LIMITED LIABILITY COMPANY

ARTICLE I
COMPANY FORMATION

1.1. FORMATION. THE MEMBERS HAVE FORMED A LIMITED LIABILITY COMPANY ("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 MEMBERS.

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) MEMBERS WHOSE CAPITAL INTEREST AS DEFINED IN ARTICLE 2.2 EXCEEDS 50 PERCENT VOTE FOR DISSOLUTION; OR (B) ANY EVENT WHICH CAUSES THE COMPANY'S BUSINESS TO BECOME UNLAWFUL; OR (C) THE DEATH, RESIGNATION, EXPULSION, BANKRUPTCY, RETIREMENT OF A 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 ARTICLE 1.3(C), IF THERE ARE AT LEAST TWO REMAINING MEMBERS, THOSE MEMBERS HAVE THE RIGHT TO CONTINUE THE BUSINESS OF THE COMPANY. THIS RIGHT CAN BE EXERCISED ONLY BY THE UNANIMOUS VOTE OF THE REMAINING MEMBERS WITHIN NINETY (90) DAYS AFTER THE OCCURRENCE OF AN EVENT DESCRIBED IN ARTICLE 1.3(C). IF NOT EXERCISED, THE RIGHT OF THE MEMBERS TO CONTINUE THE BUSINESS OF THE COMPANY WILL EXPIRE.

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 SELECTED BY THE MEMBERS.

1.7. THE MEMBERS. THE NAME AND RESIDENTIAL ADDRESS OF EACH MEMBER ARE LISTED IN EXHIBIT 2 ATTACHED TO 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 MEMBERS WILL INITIALLY CONTRIBUTE CAPITAL TO THE COMPANY, AS DESCRIBED IN EXHIBIT 3 ATTACHED TO THIS AGREEMENT. THE AGREED TOTAL VALUE OF SUCH PROPERTY AND CASH IS 2,285.74 .

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 MEMBERS IN PROPORTION TO

EACH

MEMBER'S CAPITAL INTEREST IN THE COMPANY AS SET FORTH IN EXHIBIT 2 AS AMENDED

AND IN ACCORDANCE WITH TREASURY REGULATION 1.704-1.

3.2. DISTRIBUTIONS. THE MEMBERS 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 OR LIQUIDATION OF A MEMBER'S INTEREST, 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 A 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 MEMBERS HOLDING A MAJORITY OF THE

CAPITAL INTERESTS IN THE COMPANY, AS SET FORTH IN EXHIBIT 2 AS AMENDED, MAY

VOTE TO ELECT A MANAGER OR MANAGERS. ONE MANAGER WILL BE ELECTED BY THE

MEMBERS AS CHIEF EXECUTIVE MANAGER. THE MANAGER(S) MAY BE A MEMBER OR NON-

MEMBER

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

LAW. NO MEMBER IS AN AGENT OF ANY OTHER MEMBER OF THE COMPANY, SOLELY BY

REASON OF BEING A MEMBER.

4.3. POWERS OF MEMBERS. THE MEMBERS ARE AUTHORIZED ON THE COMPANY'S BEHALF TO

MAKE ALL 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 MEMBERS ARE 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 THE COMPANY'S 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 MEMBERS MAY DESIGNATE. THE

MEMBERS HAVE 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. COMPANY INFORMATION. THE MEMBERS MUST SUPPLY INFORMATION REGARDING THE

COMPANY OR ITS ACTIVITIES TO ANY MEMBER UPON HIS OR HER REQUEST. ANY MEMBER

OR THEIR AUTHORIZED REPRESENTATIVE WILL HAVE ACCESS TO AND MAY INSPECT AND

COPY ALL BOOKS, RECORDS AND MATERIALS IN THE MEMBER'S POSSESSION

REGARDING

THE COMPANY OR ITS ACTIVITIES. ACCESS AND INSPECTION OF INFORMATION WILL BE AT THE REQUESTING MEMBER'S EXPENSE.

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, MANAGER, 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 MEMBERS DETERMINE 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 MEMBERS 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 COMPANY'S CERTIFICATE OF FORMATION AND OPERATING AGREEMENT

AND ALL AMENDMENTS:

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

REPORTS FOR THE THREE MOST RECENT YEARS:

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

YEARS.

ARTICLE V

COMPENSATION

5.1. REIMBURSEMENT. THE COMPANY MUST REIMBURSE THE MEMBERS FOR ALL DIRECT

OUT-OF-POCKET EXPENSES INCURRED BY THEM IN MANAGING THE COMPANY.

ARTICLE VI

BOOKKEEPING

6.1. BOOKS. THE MEMBERS WILL MAINTAIN A COMPLETE AND ACCURATE ACCOUNTING OF

THE COMPANY'S AFFAIRS AT THE COMPANY'S PRINCIPAL PLACE OF BUSINESS.

THE

MEMBERS MAY SELECT THE METHOD OF ACCOUNTING AND THE COMPANY'S ACCOUNTING

PERIOD WILL BE THE CALENDAR YEAR.

6.2. MEMBER'S ACCOUNTS. THE MEMBERS MUST MAINTAIN SEPARATE CAPITAL AND

DISTRIBUTION ACCOUNTS FOR EACH MEMBER. EACH 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 MEMBERS WILL CLOSE THE BOOKS OF ACCOUNT AFTER THE CLOSE OF EACH CALENDAR YEAR AND WILL PREPARE AND SEND TO EACH MEMBER, A STATEMENT OF SUCH MEMBER'S DISTRIBUTIVE SHARE OF INCOME AND EXPENSE FOR INCOME TAX REPORTING PURPOSES.

ARTICLE VII
TRANSFERS

7.1. ASSIGNMENT. IF A MEMBER PROPOSES TO SELL, ASSIGN, OR OTHERWISE DISPOSE OF ALL OR ANY PART OF HIS OR HER INTEREST IN THE COMPANY, THAT MEMBER MUST FIRST MAKE A WRITTEN OFFER TO SELL HIS OR HER INTEREST TO THE OTHER MEMBERS AT A PRICE DETERMINED BY MUTUAL AGREEMENT. IF THE OTHER MEMBERS DECLINE OR FAIL TO ELECT SUCH INTEREST WITHIN THIRTY (30) DAYS, AND IF THE SALE OR ASSIGNMENT IS MADE AND THE MEMBERS FAIL TO APPROVE THIS SALE OR ASSIGNMENT UNANIMOUSLY THEN, PURSUANT TO THE APPLICABLE LAW, THE PURCHASER OR ASSIGNEE WILL HAVE NO RIGHT TO PARTICIPATE IN THE MANAGEMENT OF THE BUSINESS AND AFFAIRS OF THE COMPANY. THE PURCHASER OR ASSIGNEE WILL ONLY BE ENTITLED TO RECEIVE THE SHARE OF THE PROFITS OR OTHER COMPENSATION BY WAY OF INCOME AND THE RETURN OF CONTRIBUTIONS TO WHICH THAT MEMBER WOULD OTHERWISE BE ENTITLED.

ARTICLE VIII
DISSOLUTION

8.1. DISSOLUTION. THE MEMBER(S) 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 MEMBERS'

INTERESTS. THE

DISSOLUTION MAY ONLY BE ORDERED BY THE MEMBER(S), NOT BY THE OWNER OF THE MEMBERS INTERESTS.

ARTICLE IX
AMENDMENTS

9.1 AMENDMENTS TO OPERATING AGREEMENT. THIS AGREEMENT MAY BE AMENDED AT ANY TIME BY A WRITTEN DOCUMENT EXECUTED FOLLOWING A MEETING OF THE MEMBERS.

EXHIBIT 1
CERTIFICATION OF MEMBERS

THE UNDERSIGNED HEREBY AGREE, ACKNOWLEDGE, AND CERTIFY THAT THE FOREGOING OPERATING AGREEMENT IS ADOPTED AND APPROVED BY EACH MEMBER AS OF THIS 23 DAY OF MARCH, 2023.

MEMBERS: NAME AMANDA BRAYMAN PERCENT 40 %
X AMANDA BRAYMAN
ADDRESS 74 PRINCETON AVE, PROVIDENCE, RI, 02907

MEMBERS: NAME JULIA CHILLE PERCENT 30 %
X JULIA CHILLE
ADDRESS 411C COREY LN, MIDDLETOWN, RI, 02842

MEMBERS: NAME ELEANOR ROWE PERCENT
30 %
X ELEANOR ROWE
ADDRESS 126 ELTON ST, PROVIDENCE, RI 02906

EXHIBIT 2
LISTING OF MEMBERS

AS OF THE 23 DAY OF MARCH, 2023 THE FOLLOWING IS A LIST OF MEMBERS OF THE COMPANY:

NAME AMANDA BRAYMAN PERCENT 40 %
ADDRESS 74 PRINCETON AVE, PROVIDENCE, RI,
02907
X AMANDA BRAYMAN

NAME JULIA CHILLE PERCENT 30 %
ADDRESS 411C COREY LN, MIDDLETOWN, RI, 02842
X JULIA CHILLE

NAME ELEANOR ROWE PERCENT 30 %
ADDRESS 126 ELTON ST, PROVIDENCE, RI 02906
X ELEANOR ROWE

EXHIBIT 3
CAPITAL CONTRIBUTIONS

PURSUANT TO ARTICLE 2, THE MEMBERS' INITIAL CONTRIBUTION TO THE
COMPANY
CAPITAL IS STATED TO BE \$ 2,285.74 . THE DESCRIPTION AND EACH
INDIVIDUAL PORTION OF THIS INITIAL CONTRIBUTION IS AS FOLLOWS:

AMANDA BRAYMAN \$ 2,285.74

SIGNED AND AGREED THIS 23 DAY OF MARCH, 2023.

AMANDA BRAYMAN SIGNATURE OF
MEMBER

JULIA CHILLE SIGNATURE OF MEMBER

ELEANOR ROWE 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:

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 23 Day of March, 2023 at 2:16:27 PM by the Authorized Person.

AMANDA BRAYMAN

Address of Authorized Signer:

74 PRINCETON AVE, PROVIDENCE RI, 02907

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 23, 2023 02:11 PM

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

Gregg M. Amore
Secretary of State

