



**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: Gray Lane Solar, 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: ONE TURKS HEAD PLACE
SUITE 1200

City or Town: PROVIDENCE

State: RI

Zip: 02903

The name of the resident agent at such address is: DARROWEVERETT LLP

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: 117 METRO CENTER BOULEVARD
SUITE 1007

City or Town: WARWICK

State: RI Zip: 02886 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:

6.1. THE COMPANY SHALL HAVE THE AUTHORITY TO GUARANTEE ANY BONDS, SECURITIES, OR EVIDENCES OF INDEBTEDNESS CREATED BY; OR DIVIDENDS ON;

OR A

CERTAIN AMOUNT PER SHARE IN LIQUIDATION OF THE CAPITAL STOCK OF ANY CORPORATION OR OTHER ENTITY CREATED BY THIS STATE OR BY ANY OTHER STATE,

COUNTRY, NATION, OR GOVERNMENT, PROVIDED SUCH CORPORATION OR OTHER ENTITY

IS FORMED FOR PURPOSES SIMILAR TO THE PURPOSES OF THIS COMPANY OR IS ENGAGED IN THE SAME OR A SUBSTANTIALLY SIMILAR BUSINESS OR

TRANSACTS

BUSINESS WITH THIS COMPANY OR IS OWNED OR CONTROLLED BY THE SAME OR SUBSTANTIALLY SIMILAR INTERESTS; BUT NOTHING HEREIN CONTAINED SHALL

AUTHORIZE THIS COMPANY TO CARRY ON THE BUSINESS OF A SURETY OR INDEMNITY

COMPANY.

6.2. THE COMPANY SHALL HAVE THE AUTHORITY TO GUARANTEE IN ANY WAY PERMITTED BY LAW THE PERFORMANCE OF ANY OF THE CONTRACTS OR OTHER UNDERTAKINGS IN WHICH THE COMPANY MAY OTHERWISE BE OR BECOME INTERESTED, OF

ANY CORPORATION, ASSOCIATION, PARTNERSHIP, FIRM, TRUSTEE, SYNDICATE, INDIVIDUAL, GOVERNMENT, STATE, MUNICIPALITY, OR OTHER POLITICAL OR GOVERNMENTAL DIVISION OR SUBDIVISION, DOMESTIC OR FOREIGN, AS MAY BE PERMITTED BY LAW.

6.3. THE COMPANY SHALL HAVE THE AUTHORITY TO PROMOTE OR ASSIST, FINANCIALLY OR OTHERWISE, CORPORATIONS, SYNDICATES, PARTNERSHIPS, TRUSTS,

TRUSTEES, INDIVIDUALS, OR ASSOCIATIONS OF ALL KINDS, AND TO GIVE ANY GUARANTY IN CONNECTION THEREWITH FOR THE PAYMENT OF MONEY OR FOR THE

PERFORMANCE OF ANY OBLIGATION OR UNDERTAKING.

6.4. SECTION 7-16-21 OF THE RHODE ISLAND GENERAL LAWS (1956), AS AMENDED, REGARDING WRITTEN CONSENTS OF MEMBERS AND MANAGERS IS HEREBY

ADOPTED.

6.5. THE MEMBER AND MANAGER, AND THEIR RESPECTIVE PRINCIPALS, MEMBERS, SHAREHOLDERS, TRUSTEES, TRUSTS, PARTNERS, DIRECTORS,

MANAGERS,
AGENTS, EMPLOYEES AND REPRESENTATIVES, SHALL BE INDEMNIFIED BY
COMPANY
(EACH SUCH INDEMNIFIED PERSON, AN "INDEMNIFIED PERSON") TO THE
FULLEST
EXTENT PERMITTED BY RHODE ISLAND LAW, AS THE SAME NOW EXISTS OR MAY
HEREAFTER BE AMENDED, SUBSTITUTED OR REPLACED (BUT, IN THE CASE OF
ANY SUCH
AMENDMENT, SUBSTITUTION OR REPLACEMENT ONLY TO THE EXTENT THAT
SUCH
AMENDMENT, SUBSTITUTION OR REPLACEMENT PERMITS COMPANY TO
PROVIDE BROADER
INDEMNIFICATION RIGHTS THAN COMPANY IS PROVIDING IMMEDIATELY PRIOR
TO SUCH
AMENDMENT), AGAINST ALL EXPENSES, LIABILITIES AND LOSSES (INCLUDING
ATTORNEYS' FEES, JUDGMENTS, FINES, EXCISE TAXES OR PENALTIES)
REASONABLY
INCURRED OR SUFFERED BY SUCH PARTY (OR ONE OR MORE OF SUCH PARTY'S
AFFILIATES) BY REASON OF THE FACT THAT SUCH PARTY, OR ANOTHER PARTY
OF WHOM
SUCH PARTY IS HIS/HER/ITS LEGAL REPRESENTATIVE, IS OR WAS A MEMBER OR
MANAGER, OR WHILE A MEMBER OR MANAGER IS OR WAS SERVING AT THE
REQUEST OF
COMPANY OR ANY OF ITS SUBSIDIARIES AS A MANAGER, DIRECTOR, OFFICER,
TRUSTEE, PARTNER, VENTURER, PROPRIETOR, TRUSTEE, TRUST, EMPLOYEE,
AGENT OR
SIMILAR FUNCTIONARY OF ANOTHER LIMITED LIABILITY COMPANY,
CORPORATION,
PARTNERSHIP, JOINT VENTURE, SOLE PROPRIETORSHIP, TRUST, EMPLOYEE
BENEFIT
PLAN OR OTHER ENTERPRISE; PROVIDED, THAT (UNLESS MANAGER OTHERWISE
CONSENTS) NO INDEMNIFIED PERSON SHALL BE INDEMNIFIED FOR ANY
EXPENSES,
LIABILITIES AND LOSSES SUFFERED TO THE EXTENT ATTRIBUTABLE TO SUCH
INDEMNIFIED PERSON'S OR ANY OF HIS/HER/ITS AFFILIATES' GROSS NEGLIGENCE
OR
WILLFUL MISCONDUCT. EXPENSES, INCLUDING ATTORNEYS' FEES AND
EXPENSES,
INCURRED BY ANY SUCH INDEMNIFIED PERSON IN DEFENDING A PROCEEDING
SHALL BE
PAID BY COMPANY IN ADVANCE OF THE FINAL DISPOSITION OF SUCH
PROCEEDING,
INCLUDING ANY APPEAL THEREFROM, UPON RECEIPT OF AN UNDERTAKING, IN
FORM AND
SUBSTANCE REASONABLY ACCEPTABLE TO THE MANAGER, BY OR ON BEHALF
OF SUCH

INDEMNIFIED PERSON TO REPAY SUCH AMOUNT IF IT SHALL ULTIMATELY BE DETERMINED THAT SUCH INDEMNIFIED PERSON IS NOT ENTITLED TO BE INDEMNIFIED BY COMPANY. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, ANY INDEMNITY BY COMPANY RELATING TO THE MATTERS COVERED IN THIS PARAGRAPH SHALL BE PROVIDED OUT OF AND TO THE EXTENT OF COMPANY ASSETS ONLY, AND NO MANAGER OR MEMBER (UNLESS SUCH PARTY OTHERWISE AGREES IN WRITING OR IS FOUND IN A FINAL DECISION BY A COURT OF COMPETENT JURISDICTION TO HAVE PERSONAL LIABILITY ON ACCOUNT THEREOF) SHALL HAVE PERSONAL LIABILITY ON ACCOUNT THEREOF OR SHALL BE REQUIRED TO MAKE ADDITIONAL CAPITAL CONTRIBUTIONS TO HELP SATISFY SUCH INDEMNITY OF COMPANY (EXCEPT AS EXPRESSLY PROVIDED HEREIN).

6.6. ANY TRANSFER OR DISPOSAL OF ALL OR ANY PORTION OF A MEMBER'S MEMBERSHIP INTERESTS NOW OR HEREAFTER OWNED AT ANY TIME TO ANY PERSON OR ENTITY IS SUBJECT TO TRANSFER RESTRICTIONS SET FORTH IN THE OPERATING AGREEMENT OF THE COMPANY.

6.7. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISION OF THESE ARTICLES OF ORGANIZATION AND THE PROVISIONS OF THE COMPANY'S OPERATING AGREEMENT, THE LATTER SHALL CONTROL UNLESS OTHERWISE PRECLUDED BY APPLICABLE LAW.

ARTICLE VII

The limited liability company is to be managed by its ___ Members or X 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	RALPH A. PALUMBO	117 METRO CENTER BLVD. #1007 WARWICK, RI 02886 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 23 Day of March, 2023 at 4:36:29 PM by the Authorized Person.

KYLE P. PALUMBO, ORGANIZER

Address of Authorized Signer:

C/O REVITY ENERGY LLC

117 METRO CENTER BLVD. #1007

WARWICK, RI 02886

Form No. 400
Revised 09/07

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