



**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: Vang Enterprises, 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: 97 PAYTON STREET

City or Town: PROVIDENCE

State: RI

Zip: 02905

The name of the resident agent at such address is: HUETRAN DUONG

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: 85 ELIOT AVENUE

City or Town: NORTH PROVIDENCE

State: RI

Zip: 02904

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 OF
VANG ENTERPRISES, LLC
A SINGLE MEMBER LIMITED LIABILITY COMPANY

I. FORMATION.

A. STATE OF FORMATION. THIS IS A LIMITED LIABILITY COMPANY OPERATING AGREEMENT (THE "AGREEMENT")

FOR VANG ENTERPRISES, 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 MEMBER OR 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 VANG ENTERPRISES,

LLC IS: 85 ELIOT AVENUE, NORTH PROVIDENCE, RHODE ISLAND 02904, OR SUCH OTHER LOCATION AS SHALL

BE SELECTED FROM TIME TO TIME BY THE MEMBER.

VANG ENTERPRISES, LLC'S MAILING ADDRESS IS:

LEXINGTON, 314 BEDFORD STREET, UNIT 3, MASSACHUSETTS 02420

D. REGISTERED AGENT AND OFFICE. THE COMPANY'S INITIAL AGENT (THE "AGENT") FOR SERVICE OF PROCESS IS

HUETRAN DUONG. THE AGENT'S REGISTERED OFFICE IS 97 PAYTON STREET, PROVIDENCE, RHODE ISLAND

02905. 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. VANG ENTERPRISES, LLC IS CREATED FOR THE FOLLOWING BUSINESS PURPOSE: TO OWN AND OPERATE

RENTAL PROPERTIES IN THE STATE OF RHODE ISLAND.

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

RHODE ISLAND LAW.

C. DURATION. VANG ENTERPRISES, LLC'S TERM SHALL COMMENCE UPON THE FILING OF A CERTIFICATE OF FORMATION AND ALL OTHER SUCH NECESSARY MATERIALS WITH THE STATE OF RHODE ISLAND. THE COMPANY

WILL OPERATE UNTIL TERMINATED AS OUTLINED IN THIS AGREEMENT UNLESS:

I. THE MEMBER VOTES TO DISSOLVE THE COMPANY;

II. NO MEMBER OF THE COMPANY EXISTS, UNLESS THE BUSINESS OF THE COMPANY IS CONTINUED IN A MANNER PERMITTED BY RHODE ISLAND LAW;

III. IT BECOMES UNLAWFUL FOR EITHER THE MEMBER OR THE COMPANY TO CONTINUE IN BUSINESS;

IV. A JUDICIAL DECREE IS ENTERED THAT DISSOLVES THE COMPANY; OR

V. 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 VANG ENTERPRISES, LLC AT THE TIME OF ADOPTION OF THIS

AGREEMENT IS ALEXANDER VANG (THE "MEMBER").

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

CONTRIBUTION SHALL CONSIST OF CASH, SOLELY, IN THE AMOUNT OF \$1,000.00. 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.

I. 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.

II. 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.

III. 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. VOTING POWER OF THE MEMBERS. 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 MEMBER ALSO SHALL CAUSE THE COMPANY TO:

I. 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;

II. 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;

III. 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;

IV. NOT COMMINGLE ITS ASSETS WITH ASSETS OF THE MEMBER OR ANY OTHER

PERSON, AND SEPARATELY

IDENTIFY, MAINTAIN AND SEGREGATE ALL COMPANY ASSETS;

V. PAY ITS OWN LIABILITIES ONLY OUT OF ITS OWN FUNDS, EXCEPT WITH RESPECT TO ORGANIZATIONAL EXPENSES;

VI. 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;

VII. 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;

VIII. ALLOCATE FAIRLY AND REASONABLY ANY OVERHEAD FOR SHARED OFFICE SPACE;

IX. NOT PLEDGE ITS ASSETS FOR THE BENEFIT OF ANY OTHER PERSON OR MAKE ANY LOANS OR ADVANCES TO ANY PERSON;

X. CORRECT ANY KNOWN MISUNDERSTANDING REGARDING ITS SEPARATE IDENTITY;

XI. MAINTAIN ADEQUATE CAPITAL IN LIGHT OF ITS CONTEMPLATED BUSINESS PURPOSES;

XII. 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;

XIII. MAKE ANY PERMITTED INVESTMENTS DIRECTLY OR THROUGH BROKERS ENGAGED AND PAID BY THE COMPANY OR ITS AGENTS;

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

XV. 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. WAIVER OF PARTITION: NATURE OF INTEREST. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS

AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW, EACH MEMBER HEREBY IRREVOCABLY WAIVES ANY

RIGHT OR POWER THAT SUCH MEMBER MIGHT HAVE TO CAUSE THE COMPANY OR ANY OF ITS ASSETS TO BE

PARTITIONED, TO CAUSE THE APPOINTMENT OF A RECEIVER FOR ALL OR ANY PORTION OF THE ASSETS OF THE COMPANY, TO COMPEL ANY SALE OF ALL OR ANY PORTION OF THE ASSETS OF THE COMPANY PURSUANT TO ANY APPLICABLE LAW OR TO FILE A COMPLAINT OR TO INSTITUTE ANY PROCEEDING AT LAW OR IN EQUITY TO CAUSE THE DISSOLUTION, LIQUIDATION, WINDING UP OR TERMINATION OF THE COMPANY. NO MEMBER SHALL HAVE ANY INTEREST IN ANY SPECIFIC ASSETS OF THE COMPANY.

H. FIDUCIARY DUTIES OF THE MEMBER

I. 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.

II. 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.

III. 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. A MEMBER WHO SO PERFORMS THEIR DUTIES SHALL NOT HAVE ANY LIABILITY BY REASON OF BEING OR HAVING BEEN A MEMBER.

IV. 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:

1. 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.

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

3. 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. DISTRIBUTIONS.

THE COMPANY'S FISCAL YEAR SHALL END ON THE LAST DAY OF DECEMBER. 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. THE MEMBER SHALL RECEIVE A PERCENTAGE OF THE OVERALL

DISTRIBUTION THAT MATCHES THE MEMBER'S PERCENTAGE OF MEMBERSHIP INTEREST IN THE COMPANY.

V. TAX TREATMENT ELECTION.

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 COMPANY, SHALL TAKE

FULL ACCOUNT OF THE LIABILITIES OF 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 MEMBER 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 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, MANAGER, 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 BOARD AND 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 APRIL 01, 2023.

ALEXANDER VANG

BY:

S AF MEMBER NAME NAME

DATE:

D AF MEMBER NAME DATE

03/28/2023

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: 04/01/2023

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 28 Day of March, 2023 at 1:09:23 PM by the Authorized Person.

ALEXANDER VANG

Address of Authorized Signer:

314 BEDFORD STREET, UNIT 3, LEXINGTON, MA 02420

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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 28, 2023 01:07 PM

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

Gregg M. Amore
Secretary of State

