



**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: Around The House Handyman Services, 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: 28 PIEZZO DRIVE
City or Town: WESTERLY State: RI Zip: 02891

The name of the resident agent at such address is: STEVEN F. MCCLELLAN

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: 28 PIEZZO DRIVE
City or Town: WESTERLY State: RI Zip: 02891 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

AROUND THE HOUSE HANDYMAN SERVICES

THIS OPERATING AGREEMENT IS ADOPTED AS OF 04/19/2023 (THE “EFFECTIVE DATE”), BY STEVEN F. MCCLELLAN, AN INDIVIDUAL AND THE SOLE MEMBER (THE

“MEMBER”) OF AROUND THE HOUSE HANDYMAN SERVICES, LLC (THE “COMPANY”).

THE MEMBER HEREBY ADOPTS THIS AGREEMENT AS THE OPERATING AGREEMENT OF THE

COMPANY, WHICH AGREEMENT SETS FORTH THE ENTIRE UNDERSTANDING OF THE MEMBER

REGARDING ITS SUBJECT MATTER AND SUPERSEDES ALL PRIOR UNDERSTANDINGS AND

AGREEMENTS REGARDING ITS SUBJECT MATTER.

1. THE BUSINESS AND AFFAIRS OF THE COMPANY WILL BE MANAGED BY THE MEMBER. THE VOTE, ACTION, DECISION, OR CONSENT OF THE MEMBER WILL CONSTITUTE A VALID DECISION OF THE MEMBER AND THE COMPANY.

2. THE MEMBER MAY APPOINT ONE OR MORE OFFICERS (INCLUDING THE MEMBER,

IF THE MEMBER IS AN INDIVIDUAL) WHO WILL HAVE SUCH POWERS AND AUTHORITY TO

ACT ON BEHALF OF THE COMPANY GRANTED TO THEM BY THE MEMBER.

3. THE DURATION OF THE COMPANY WILL BE PERPETUAL.

4. THE MEMBER’S CAPITAL CONTRIBUTION(S) TO THE CAPITAL OF THE COMPANY

FOR THE MEMBER’S MEMBERSHIP INTEREST IN THE COMPANY WILL BE REFLECTED ON

THE BOOKS AND RECORDS OF THE COMPANY.

5. THE FOLLOWING INDEMNIFICATION PROVISIONS WILL APPLY:

(1) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE MEMBER, THE

OFFICERS, AND THE ORGANIZER OF THE COMPANY AND THEIR RESPECTIVE AFFILIATES,

STOCKHOLDERS, MEMBERS, MANAGERS, DIRECTORS, OFFICERS, PARTNERS, EMPLOYEES,

AGENTS, TRUSTEES, AND REPRESENTATIVES (INDIVIDUALLY, AN “INDEMNITEE”) WILL

BE INDEMNIFIED BY THE COMPANY AGAINST ANY AND ALL LOSSES, CLAIMS, DAMAGES,

LIABILITIES, EXPENSES (INCLUDING LEGAL FEES AND EXPENSES), JUDGMENTS, FINES, SETTLEMENTS, AND OTHER AMOUNTS ARISING FROM ANY AND ALL CLAIMS,

DEMANDS, ACTIONS, SUITS, OR PROCEEDINGS, CIVIL, CRIMINAL,

ADMINISTRATIVE, OR INVESTIGATIVE, IN WHICH THE INDEMNITEE MAY BE INVOLVED, OR THREATENED TO BE INVOLVED, AS A PARTY OR OTHERWISE BY REASON OF THE INDEMNITEE'S STATUS AS ANY OF THE FOREGOING, WHICH RELATES TO OR ARISES OUT OF THE COMPANY OR ITS ASSETS, BUSINESS, OR AFFAIRS, IF IN EACH OF THE FOREGOING CASES (A) THE INDEMNITEE ACTED IN GOOD FAITH AND IN A MANNER THE INDEMNITEE BELIEVED TO BE IN, OR NOT OPPOSED TO, THE BEST INTERESTS OF THE COMPANY, AND, WITH RESPECT TO ANY CRIMINAL PROCEEDING, HAD NO REASONABLE CAUSE TO BELIEVE THE INDEMNITEE'S CONDUCT WAS UNLAWFUL, AND (B) THE INDEMNITEE'S CONDUCT DID NOT CONSTITUTE GROSS NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT. THE TERMINATION OF ANY ACTION, SUIT, OR PROCEEDING BY JUDGMENT, ORDER, SETTLEMENT, CONVICTION, OR UPON A PLEA OF NOLO CONTENDERE, OR ITS EQUIVALENT, WILL NOT, OF ITSELF, CREATE A PRESUMPTION THAT THE INDEMNITEE ACTED IN A MANNER CONTRARY TO THAT SPECIFIED IN CLAUSE (A) OR (B) ABOVE.

ANY INDEMNIFICATION UNDER THIS SECTION 5 WILL BE MADE ONLY OUT OF THE ASSETS OF THE COMPANY, AND THE MEMBER WILL NOT HAVE ANY PERSONAL LIABILITY ON ACCOUNT THEREOF.

(2) EXPENSES (INCLUDING REASONABLE LEGAL FEES) INCURRED BY AN INDEMNITEE IN DEFENDING ANY CLAIM, DEMAND, ACTION, SUIT, OR PROCEEDING DESCRIBED IN THE FOREGOING PARAGRAPH MAY, FROM TIME TO TIME, BE ADVANCED BY THE COMPANY BEFORE THE FINAL DISPOSITION OF THE CLAIM, DEMAND, ACTION, SUIT, OR PROCEEDING, IN THE DISCRETION OF THE MEMBER, UPON RECEIPT BY THE COMPANY OF AN UNDERTAKING BY OR ON BEHALF OF THE INDEMNITEE TO REPAY THE AMOUNT IF IT IS DETERMINED THAT THE INDEMNITEE IS NOT ENTITLED TO BE INDEMNIFIED AS AUTHORIZED IN THIS SECTION 5.

(3) THE INDEMNIFICATION AND ADVANCEMENT OF EXPENSES SET FORTH IN THIS SECTION 5 WILL NOT BE EXCLUSIVE OF ANY OTHER RIGHTS TO WHICH THOSE SEEKING INDEMNIFICATION OR ADVANCEMENT OF EXPENSES MAY BE ENTITLED UNDER

ANY

STATUTE, THE COMPANY'S ARTICLES OF ORGANIZATION, THIS AGREEMENT,

ANY OTHER

AGREEMENT, A VOTE OF THE MEMBER, A POLICY OF INSURANCE, OR OTHERWISE

AND

WILL NOT LIMIT IN ANY WAY ANY RIGHT THAT THE COMPANY MAY HAVE TO

MAKE

ADDITIONAL INDEMNIFICATIONS WITH RESPECT TO THE SAME OR DIFFERENT

PERSONS

OR CLASSES OF PERSONS, AS DETERMINED BY THE MEMBER. THE

INDEMNIFICATION AND

ADVANCEMENT OF EXPENSES SET FORTH IN THIS SECTION 5 WILL CONTINUE AS

TO A

PERSON OR ENTITY WHO HAS CEASED TO HOLD THE POSITION GIVING RISE TO

THE

INDEMNIFICATION WITH RESPECT TO ANY CLAIMS, DEMANDS, ACTIONS, SUITS,

OR

PROCEEDINGS RELATED TO SUCH INDEMNITEE'S FORMER POSITION AND WILL

INURE TO

THE BENEFIT OF THE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND

ASSIGNS OF SUCH A PERSON OR ENTITY.

(4) THE COMPANY MAY PURCHASE AND MAINTAIN INSURANCE ON BEHALF OF

ANY

INDEMNITEE AGAINST ANY LIABILITY ASSERTED AGAINST AN INDEMNITEE AND

INCURRED BY AN INDEMNITEE IN SUCH CAPACITY, OR ARISING OUT OF THE

INDEMNITEE'S STATUS AS AFORESAID, WHETHER OR NOT THE COMPANY

WOULD HAVE THE

POWER TO INDEMNIFY THE INDEMNITEE AGAINST THE LIABILITY UNDER THIS

SECTION

5.

(5) IF AN AMENDMENT TO THIS AGREEMENT REDUCES OR ELIMINATES ANY

INDEMNITEE'S RIGHT TO INDEMNIFICATION UNDER THIS SECTION 5, THE

AMENDMENT

WILL NOT BE EFFECTIVE WITH RESPECT TO ANY INDEMNITEE'S RIGHT TO

INDEMNIFICATION THAT ACCRUED PRIOR TO THE DATE OF THE AMENDMENT.

FOR

PURPOSES OF THIS SECTION 5, A RIGHT TO INDEMNIFICATION WILL ACCRUE AS

OF

THE DATE OF THE EVENT UNDERLYING THE CLAIM THAT GIVES RISE TO THE

RIGHT TO

INDEMNIFICATION. ALL CALCULATIONS OF CLAIMS AND THE AMOUNT OF

INDEMNIFICATION TO WHICH ANY INDEMNITEE IS ENTITLED UNDER THIS

SECTION 5

WILL BE MADE (A) GIVING EFFECT TO THE TAX CONSEQUENCES OF ANY SUCH

CLAIM

AND (B) AFTER DEDUCTION OF ALL PROCEEDS OF INSURANCE NET OF

RETROACTIVE

PREMIUMS AND SELF-INSURANCE RETENTION RECOVERABLE BY THE INDEMNITEE WITH RESPECT TO THE CLAIMS.

(6) THE MEMBER HEREBY RATIFIES ALL ACTIONS UNDERTAKEN BY THE ORGANIZER OF THE COMPANY PURSUANT TO AND FOR THE PURPOSES OF CAUSING THE ORGANIZATION OF THE COMPANY, AND ALL OTHER ACTS INCIDENTAL THERETO ARE HEREBY APPROVED, CONFIRMED, AND RATIFIED. THE ORGANIZER WILL NOT BE LIABLE IN ANY MANNER FOR ANY DEBTS OR OBLIGATIONS OF THE COMPANY.

6. THE COMPANY WILL BE DISREGARDED FOR FEDERAL AND STATE INCOME TAX PURPOSES. THE ADMISSION OF ONE OR MORE ADDITIONAL MEMBERS, HOWEVER, WILL CAUSE THE COMPANY TO BE RECOGNIZED FOR TAX PURPOSES, AND TO BE TAXED, AS A PARTNERSHIP.

7. UPON THE OCCURRENCE OF ANY EVENT WHICH TERMINATES THE CONTINUED MEMBERSHIP OF THE MEMBER IN THE COMPANY, THE COMPANY WILL NOT BE DISSOLVED, AND THE BUSINESS OF THE COMPANY WILL CONTINUE. THE MEMBER HEREBY SPECIFICALLY CONSENTS TO SUCH CONTINUATION OF THE BUSINESS OF THE COMPANY UPON ANY SUCH EVENT. THE MEMBER'S LEGAL REPRESENTATIVE, ASSIGNEE, OR SUCCESSOR WILL AUTOMATICALLY BECOME AN ASSIGNEE OF THE MEMBER'S INTEREST AND WILL AUTOMATICALLY BECOME A SUBSTITUTE MEMBER IN PLACE OF THE WITHDRAWN MEMBER.

8. THIS AGREEMENT AND THE ARTICLES OF ORGANIZATION OF THE COMPANY MAY NOT BE ALTERED, MODIFIED, OR CHANGED, AND NO PROVISION OF THIS AGREEMENT MAY BE WAIVED, EXCEPT BY AN AMENDMENT OR WAIVER, AS APPLICABLE, APPROVED BY THE MEMBER.

9. THE FAILURE OF THE COMPANY OR THE MEMBER TO OBSERVE ANY FORMALITIES OR REQUIREMENTS RELATING TO THE EXERCISE OF ITS POWERS OR MANAGEMENT OF ITS BUSINESS OR AFFAIRS UNDER THIS OPERATING AGREEMENT OR THE LAWS IN THE STATE IN WHICH THE COMPANY IS WHICH GOVERN LIMITED LIABILITY COMPANIES WILL NOT

BE GROUNDS FOR IMPOSING PERSONAL LIABILITY ON THE MEMBER FOR LIABILITIES OF THE COMPANY.

THE MEMBER IS SIGNING THIS OPERATING AGREEMENT AS OF THE EFFECTIVE DATE.

STEVEN F. MCCLELLAN

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: 04/19/2023

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 19 Day of April, 2023 at 2:23:25 PM by the Authorized Person.

STEVEN F MCCLELLAN

Address of Authorized Signer:

28 PIEZZO DRIVE
WESTERLY RI 02891

Form No. 400
Revised 09/07



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:

April 19, 2023 02:21 PM

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

Gregg M. Amore
Secretary of State

