



**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: Zero Manville Road 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: 132 OLD RIVER ROAD  
SUITE 205

City or Town: LINCOLN

State: RI

Zip: 02895

The name of the resident agent at such address is: MARK S. KRIEGER, ESQ.

**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: 51 CIRCLE STREET

City or Town: WOONSOCKET

State: RI

Zip: 02895

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:

ARTICLE SIXTH: ADDITIONAL PROVISIONS NOT INCONSISTENT WITH LAW, WHICH THE MEMBERS ELECT TO HAVE SET FORTH IN THESE ARTICLES OF ORGANIZATION, INCLUDING, BUT NOT LIMITED TO, ANY LIMITATION OF THE PURPOSES OR DURATION FOR WHICH THE LIMITED LIABILITY COMPANY IS FORMED, AND ANY OTHER PROVISION WHICH MAY BE INCLUDED IN AN OPERATING AGREEMENT:

I. (A) MANAGER, (AS HEREINAFTER DEFINED) 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 EXCEPT FOR (I) LIABILITY FOR BREACH OF THE MANAGER'S 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 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. IF THE STATUTE IS HEREINAFTER AMENDED TO AUTHORIZE LIMITED LIABILITY COMPANY ACTION FURTHER ELIMINATING OR LIMITING THE PERSONAL LIABILITY OF MANAGERS, THEN THE LIABILITY OF A MANAGER OF THE LIMITED LIABILITY COMPANY SHALL BE ELIMINATED OR LIMITED TO THE FULLEST EXTENT SO PERMITTED. NO REPEAL OR MODIFICATION OF THIS ARTICLE SIXTH, NOR THE ADOPTION OF ANY PROVISION OF THESE ARTICLES OF ORGANIZATION INCONSISTENT WITH THIS ARTICLE SIXTH, SHALL ELIMINATE OR REDUCE THE EFFECT OF THIS ARTICLE SIXTH, NOR ADVERSELY AFFECT ANY RIGHT OR PROTECTION OF A MANAGER, IN ANY MATTER OCCURRING, OR ANY CAUSE OF ACTION, SUIT, OR CLAIM, RELATING THERETO, PRIOR TO SUCH AMENDMENT, REPEAL,

MODIFICATION OR ADOPTION OF SUCH INCONSISTENT PROVISION.

II. (A) NO SINGLE MEMBER ACTING ALONE, OR LESS THAN A MAJORITY OF THE MEMBERS, SHALL HAVE THE POWER OR AUTHORITY TO BIND THE LIMITED LIABILITY

COMPANY TO ANY CONTRACT WITH A THIRD PARTY OR PARTIES, UNLESS SUCH CONTRACT

HAS BEEN SPECIFICALLY OR GENERALLY APPROVED BY ALL OF THE MEMBERS, ACTING

COLLECTIVELY, OR A MAJORITY THEREOF. THE MEMBERS OF THE LIMITED LIABILITY

COMPANY MAY INCLUDE PROVISIONS IN THE LIMITED LIABILITY COMPANY'S OPERATING

AGREEMENT, OR THE MANAGERS MAY AUTHORIZE AGREEMENTS TO BE ENTERED INTO WITH

EACH MEMBER, MANAGER, OFFICER, EMPLOYEE OR AGENT, 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, OR AS SHALL BE PROVIDED IN SAID OPERATING AGREEMENT.

(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

HEREIN, PAY, ON BEHALF OF AN INDEMNIFIED PERSON, ANY LOSS OR EXPENSES, (AS

BOTH TERMS ARE HEREINAFTER DEFINED), 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, (AS HEREINAFTER DEFINED), OF THE INDEMNIFIED PERSON.

(II) FOR PURPOSES OF THIS ARTICLE SIXTH II (B), WHEN USED HEREIN:

(1) “MANAGER” MEANS ANY PERSON OR PERSONS DESIGNATED BY THE MEMBERS OF THE LIMITED LIABILITY COMPANY TO MANAGE 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 AS A RESULT OF ANY CLAIM MADE AGAINST THE INDEMNIFIED PERSON FOR COVERED ACTS, AND SHALL INCLUDE, BUT IS NOT LIMITED TO, JUDGMENTS FOR, AND AWARDS OF, DAMAGES, AMOUNTS PAID IN SETTLEMENT OF ANY CLAIM, ANY FINE OR PENALTY OR, WITH RESPECT TO AN EMPLOYEE BENEFIT PLAN, ANY EXCISE TAX OR PENALTY, OR, REASONABLE EXPENSES ACTUALLY INCURRED;

(3) “EXPENSES” MEANS ANY REASONABLE EXPENSES INCURRED BY THE INDEMNIFIED PERSON IN CONNECTION WITH THE DEFENSE OF ANY CLAIM MADE AGAINST THE INDEMNIFIED PERSON FOR COVERED ACTS INCLUDING, BUT NOT LIMITED TO, LEGAL, ACCOUNTING OR INVESTIGATIVE FEES AND EXPENSES, INCLUDING THE EXPENSE OF BONDS NECESSARY TO PURSUE AN APPEAL OF ANY ADVERSE JUDGMENT; AND

(4) “COVERED ACT” MEANS ANY ACT OR OMISSION OF AN INDEMNIFIED PERSON IN THE INDEMNIFIED PERSON’S 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 FOREIGN OR DOMESTIC LIMITED LIABILITY COMPANY, CORPORATION, PARTNERSHIP, JOINT VENTURE, TRUST, OTHER ENTERPRISE OR OTHER

ENTITY, INCLUDING, BUT NOT LIMITED TO, ANY ENTITIES AND ENTERPRISES WHICH ARE SUBSIDIARIES OR AFFILIATES OF THE LIMITED LIABILITY COMPANY, OR ANY EMPLOYEE BENEFIT PLAN. AN INDEMNIFIED PERSON IS CONSIDERED TO BE SERVING AN EMPLOYEE BENEFIT PLAN AT THE LIMITED LIABILITY COMPANY'S REQUEST IF HIS OR HER DUTIES TO THE LIMITED LIABILITY COMPANY ALSO IMPOSE DUTIES ON, OR OTHERWISE INVOLVE SERVICES BY, HIM OR HER TO THE PLAN, ITS PARTICIPANTS, OR ITS BENEFICIARIES.

(III) IN ADDITION, 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 REPRESENTATIVES OF A DECEASED INDEMNIFIED PERSON OR THE LEGAL REPRESENTATIVES 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 THE SUCCEEDING PARAGRAPH BELOW, AND THE FINAL DISPOSITION OF SUCH ACTION, SUIT, PROCEEDING, OR ANY APPEAL THEREFROM, 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 PERSON'S 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)  
ANY ACTION CONTRAVENING STATE LAW; OR (4) ANY TRANSACTION FROM  
WHICH THE  
PERSON SEEKING INDEMNIFICATION DERIVED AN IMPROPER PERSONAL  
BENEFIT, UNLESS  
SUCH TRANSACTION WAS WITH THE INFORMED CONSENT OF THE MEMBERS, OR  
A  
MAJORITY OF THE DISINTERESTED MANAGERS.

#### ARTICLE VII

The limited liability company is to be managed by its   X   Members\* or      Managers (check one)

**\* If you checked to be managed by your MEMBERS (the owners) DO NOT complete the following section. Only complete the following section if you checked to be managed by MANAGERS (Individuals hired by the members with no ownership interest).**

The name and address of each manager:

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:

*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 24 Day of May, 2023 at 2:48:39 PM by the Authorized Person.**

MARK S. KRIEGER, ESQ.

**Address of Authorized Signer:**

132 OLD RIVER ROAD

SUITE 205

LINCOLN, RHODE ISLAND 02865

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:

May 24, 2023 02:44 PM

A handwritten signature in black ink, reading "Gregg M. Amore". The signature is written in a cursive style.

Gregg M. Amore  
*Secretary of State*

