



**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: Bowen Mac Designs, 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: 211 QUAKER LANE  
SUITE 201

City or Town: WEST WARWICK

State: RI

Zip: 02893

The name of the resident agent at such address is: KEITH B. KYLE

**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*

☐ disregarded as an entity separate from its member ☒ a partnership ☐ a corporation

**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: 20 CHARTIER CIRCLE

City or Town: NEWPORT

State: RI

Zip: 02840

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:

ADDENDUM TO ARTICLES OF ORGANIZATION OF  
BOWEN MAC DESIGNS, LLC

6. ADDITIONAL PROVISIONS WHICH THE MEMBERS ELECT TO HAVE SET FORTH IN  
THESE ARTICLES OF ORGANIZATION:

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 COMPANY, OR ANY SUBSIDIARY OR AFFILIATED COMPANY THEREOF,  
SHALL INDEMNIFY AND HOLD HARMLESS EACH PERSON (AND HIS HEIRS,  
ADMINISTRATORS, AND EXECUTORS) WHO SHALL SERVE AT ANY TIME  
HEREAFTER AS A  
MEMBER OR MANAGER OF THE COMPANY OR ANY SUBSIDIARY OR AFFILIATED  
COMPANY  
THEREOF FROM AND AGAINST ANY AND ALL CLAIMS AND LIABILITIES TO  
WHICH SUCH  
PERSON SHALL BECOME SUBJECT BY REASON OF HIS HAVING HERETOFORE OR  
HEREAFTER  
BEEN A MEMBER OR MANAGER OF THE COMPANY OR ANY SUBSIDIARY OR  
AFFILIATED  
COMPANY THEREOF, OR BY REASON OF ANY ACTION ALLEGED TO HAVE BEEN  
HERETOFORE  
OR HEREAFTER TAKEN OR OMITTED BY HIM AS SUCH MEMBER OR MANAGER  
AND SHALL  
INDEMNIFY EACH SUCH PERSON FOR ALL LEGAL AND OTHER EXPENSES  
REASONABLY  
INCURRED BY HIM IN CONNECTION WITH ANY SUCH CLAIM OF LIABILITY;  
PROVIDED,  
HOWEVER, THAT NO SUCH MEMBER OR MANAGER SHALL BE INDEMNIFIED  
AGAINST OR  
REIMBURSED FOR ANY EXPENSE INCURRED IN CONNECTION WITH ANY CLAIM  
OR CLAIMS  
MADE AGAINST HIM, HER, OR IT THAT THE COMPANY HAS REASONABLY  
DETERMINED TO  
HAVE RESULTED FROM: (A) ANY BREACH OF SAID PERSON'S DUTIES OF LOYALTY  
OR  
FIDUCIARY DUTIES TO THE COMPANY OR ITS MEMBERS; (B) ACTS OR OMISSIONS  
NOT  
IN GOOD FAITH OR WHICH INVOLVE WILLFUL MISCONDUCT, GROSS  
NEGLIGENCE, OR  
KNOWING VIOLATION OF LAW; OR (C) A TRANSACTION OR TRANSACTIONS  
FROM WHICH  
THE PERSON SEEKING INDEMNIFICATION DERIVED IMPROPER PERSONAL  
BENEFIT. THE  
RIGHTS ACCRUING TO ANY PERSON UNDER THE FOREGOING PROVISIONS OF  
THIS  
ARTICLE SHALL NOT EXCLUDE ANY OTHER RIGHT TO WHICH HE OR SHE MAY BE  
LAWFULLY ENTITLED, NOR SHALL ANYTHING HEREIN CONTAINED RESTRICT THE  
RIGHT  
OF THE COMPANY TO INDEMNIFY OR REIMBURSE SUCH PERSON IN ANY PROPER  
CASE

EVEN THOUGH NOT SPECIFICALLY HEREIN PROVIDED FOR. THE COMPANY, ITS MEMBERS AND MANAGERS, SHALL BE FULLY PROTECTED IN TAKING ANY ACTION OR MAKING ANY PAYMENT UNDER THIS ARTICLE, OR IN REFUSING SO TO DO, IN RELIANCE UPON THE ADVICE OF COUNSEL.

6.6. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THE OPERATING AGREEMENT OF THE COMPANY, NO MEMBER SHALL SELL, TRANSFER, ASSIGN, OR OTHERWISE DISPOSE OF ALL OR ANY PART OF HIS, HER, OR ITS MEMBERSHIP INTEREST NOW OR HEREFTER OWNED AT ANY TIME TO ANY PERSON WITHOUT THE PRIOR WRITTEN CONSENT OF A MAJORITY OF THE MEMBERSHIP INTERESTS OF THE MEMBERS AND THE COMPANY UNLESS THE MEMBER DESIRING TO MAKE SUCH TRANSFER OR OTHER DISPOSITION (HEREINAFTER REFERRED TO AS THE "TRANSFEROR") SHALL HAVE FIRST MADE AN OFFER TO SELL SUCH MEMBERSHIP INTEREST TO THE OTHER MEMBERS AND, IF APPLICABLE, TO THE COMPANY IN THE MANNER HEREINAFTER DESCRIBED.

6.6.1. IF ANY MEMBER SHALL AT ANY TIME DESIRE TO GIVE OR TO SELL ALL OR ANY PART OF HIS/HER/ITS MEMBERSHIP INTEREST, HE/SHE/IT SHALL FIRST OFFER THE SAME TO THE OTHER MEMBERS AND SHALL NOTIFY THE OTHER MEMBERS IN WRITING BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTAGE PREPAID, STATING THE AMOUNT OF MEMBERSHIP INTEREST INVOLVED IN THE PROPOSED SALE OR TRANSFER, THE TERMS OF SALE (OR TRANSFER IN THE CASE OF A GIFT), THE LOWEST PRICE AT WHICH SUCH MEMBERSHIP INTERESTS ARE TO BE DISPOSED OF (IN THE CASE OF A SALE), AND THE NAME OF THE PERSON OR ENTITY TO WHOM OR TO WHICH THEY ARE TO BE SOLD OR TRANSFERRED. WITHIN THIRTY (30) DAYS AFTER THE RECEIPT OF SUCH NOTICE, THE OTHER MEMBERS, ON A PRO RATA BASIS ACCORDING TO MEMBERSHIP INTERESTS OR SUCH OTHER BASIS AS THE OTHER MEMBERS MAY AGREE IN WRITING, MAY ELECT TO PURCHASE ALL, BUT NOT LESS THAN ALL, OF THE MEMBERSHIP INTEREST OWNED BY THE TRANSFEROR. IF THE OTHER

MEMBERS

SHALL ELECT TO PURCHASE THE MEMBERSHIP INTERESTS SO OFFERED, THE OTHER

MEMBERS SHALL FORTHWITH AND WITHIN SAID THIRTY (30) DAYS DELIVER IN PERSON

TO SUCH TRANSFEROR OR MAIL BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED.

POSTAGE PREPAID, ADDRESSED TO HIM/HER/IT AT HIS/HER/ITS USUAL POST OFFICE

ADDRESS AS STATED ON THE BOOKS OF THE COMPANY, A NOTICE IN WRITING SIGNED

BY SUCH MEMBER, OF THE ELECTION OF THE MEMBER TO PURCHASE SUCH MEMBERSHIP

INTEREST ON SUCH TERMS AND AT SUCH PRICE (IN THE CASE OF A SALE) OR AT A

PRICE EQUAL TO THE BOOK VALUE OF SUCH MEMBERSHIP INTEREST AS OF SUCH DATE

OF OFFER AS REFLECTED ON THE BOOKS AND RECORDS OF THE COMPANY (IN THE CASE

OF A GIFT). THE MEMBER SHALL HAVE AN ADDITIONAL THIRTY (30) DAYS AFTER THE

DATE OF SUCH ELECTION TO PURCHASE TO MAKE PAYMENT IN ACCORDANCE WITH THE

OPERATING AGREEMENT OF THE COMPANY. THE TRANSFEROR MAY RECEIVE THE

PURCHASE PRICE FOR SUCH MEMBERSHIP INTEREST AT THE OFFICE OF THE COMPANY

UPON TRANSFER TO THE MEMBER OF THE MEMBERSHIP INTEREST SOLD.

6.6.2. IF SUCH OFFER IS NOT ACCEPTED BY THE OTHER MEMBERS.

THE TRANSFEROR SHALL OFFER THE MEMBERSHIP INTEREST TO THE COMPANY AND SHALL

NOTIFY THE COMPANY IN WRITING BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED.

POSTAGE PREPAID, STATING THE AMOUNT OF MEMBERSHIP INTEREST INVOLVED IN THE

PROPOSED SALE OR TRANSFER, THE TERMS OF SALE (OR TRANSFER IN THE CASE OF A

GIFT), THE LOWEST PRICE AT WHICH SUCH MEMBERSHIP INTERESTS ARE TO BE DISPOSED OF (IN THE CASE OF A SALE), AND THE NAME OF THE PERSON OR ENTITY

TO WHOM OR TO WHICH THEY ARE TO BE SOLD OR TRANSFERRED. WITHIN THIRTY (30)

DAYS AFTER THE RECEIPT OF SUCH NOTICE, THE COMPANY MAY ELECT TO PURCHASE

ALL, BUT NOT LESS THAN ALL, OF THE MEMBERSHIP INTEREST OWNED BY THE

TRANSFEROR. IF THE COMPANY SHALL ELECT TO PURCHASE THE MEMBERSHIP INTERESTS SO OFFERED, THE COMPANY SHALL FORTHWITH AND WITHIN SAID THIRTY

(30) DAYS DELIVER IN PERSON TO SUCH TRANSFEROR OR MAIL BY CERTIFIED MAIL.

RETURN RECEIPT REQUESTED, POSTAGE PREPAID, ADDRESSED TO HIM/HER/IT AT HIS/HER/ITS USUAL POST OFFICE ADDRESS AS STATED ON THE BOOKS OF THE COMPANY, A NOTICE IN WRITING SIGNED BY THE COMPANY, OF THE ELECTION OF THE

COMPANY TO PURCHASE SUCH MEMBERSHIP INTEREST ON SUCH TERMS AND AT SUCH

PRICE (IN THE CASE OF A SALE) OR AT A PRICE EQUAL TO THE BOOK VALUE OF SUCH

MEMBERSHIP INTEREST AS OF SUCH DATE OF OFFER AS REFLECTED ON THE BOOKS AND

RECORDS OF THE COMPANY (IN THE CASE OF A GIFT). THE COMPANY SHALL HAVE AN

ADDITIONAL THIRTY (30) DAYS AFTER THE DATE OF SUCH ELECTION TO PURCHASE TO

MAKE PAYMENT IN ACCORDANCE WITH THE OPERATING AGREEMENT OF THE COMPANY.

THE TRANSFEROR MAY RECEIVE THE PURCHASE PRICE FOR SUCH MEMBERSHIP INTEREST

AT THE OFFICE OF THE COMPANY UPON TRANSFER TO THE COMPANY OF THE MEMBERSHIP

INTEREST SOLD.

6.6.3. IF THE OFFER TO SELL IS NOT ACCEPTED BY THE OTHER

MEMBERS OR BY THE COMPANY, THE TRANSFEROR MAY MAKE A BONA FIDE TRANSFER TO

THE PROSPECTIVE TRANSFEREE NAMED IN THE STATEMENT ATTACHED TO THE OFFER.

THE TRANSFER TO THE PROSPECTIVE TRANSFEREE SHALL BE MADE ONLY IN STRICT

ACCORDANCE WITH THE TERMS THEREIN STATED. HOWEVER, IF THE TRANSFEROR SHALL

FAIL TO MAKE SUCH TRANSFER WITHIN THIRTY (30) DAYS FOLLOWING THE EXPIRATION

OF THE APPLICABLE TIME PERIOD FOR THE COMPANY TO ACCEPT AN OFFER TO SELL.

SUCH MEMBERSHIP INTEREST SHALL AGAIN BECOME SUBJECT TO ALL THESE RESTRICTIONS. NOTWITHSTANDING THE FOREGOING, NOTHING CONTAINED HEREIN

SHALL BE CONSTRUED AS RELEASING ANY MEMBERSHIP INTEREST FROM ANY APPLICABLE

STATE OR FEDERAL LAWS OR REGULATIONS CONCERNING TRANSFER OF THE

SAME. THE  
MEMBERSHIP INTEREST TRANSFERRED IN ACCORDANCE WITH THE OPERATING  
AGREEMENT  
SHALL, TO THE EXTENT PERMITTED BY LAW, CONTINUE TO BE SUBJECT TO THE  
TERMS  
HEREOF AND THE TRANSFEREE SHALL BE DEEMED A PARTY HERETO. UPON  
DELIVERY OF  
SUCH MEMBERSHIP INTEREST, SUCH TRANSFEREE SHALL BE BOUND HEREBY  
AND SHALL,  
ON REQUEST OF THE COMPANY, EXECUTE SUCH ACKNOWLEDGMENT OR OTHER  
DOCUMENTATION AS THE COMPANY MAY REQUEST.

6.6.4. IF ANY TRANSFER OF MEMBERSHIP INTEREST IS MADE OR  
ATTEMPTED CONTRARY TO THE PROVISIONS OF THE OPERATING AGREEMENT,  
THE OTHER  
MEMBERS AND THE COMPANY SHALL HAVE THE SAME OPTIONS TO PURCHASE  
ALL OF THE  
MEMBERSHIP INTEREST SO TRANSFERRED OR ATTEMPTED TO BE TRANSFERRED  
UNDER THE  
SAME TERMS AND CONDITIONS PROVIDED IN THE OPERATING AGREEMENT.  
ANY SUCH  
OFFER TO SELL OR OTHERWISE TRANSFER SHALL BE DEEMED TO HAVE BEEN  
MADE WHEN  
ALL OF THE OTHER MEMBERS AND THE COMPANY RECEIVE ACTUAL NOTICE OF  
THE  
TRANSFER OR ATTEMPTED TRANSFER. IF THE OTHER MEMBERS AND THE  
COMPANY DO  
NOT EXERCISE THEIR RESPECTIVE OPTIONS REGARDING SUCH MEMBERSHIP  
INTEREST,  
NEITHER THE MEMBER WHO TRANSFERRED OR ATTEMPTED TO TRANSFER SUCH  
MEMBERSHIP  
INTEREST, NOR THE TRANSFEREE OR INTENDED TRANSFEREE, SHALL BE  
REQUIRED TO  
TRANSFER ANY OF SUCH MEMBERSHIP INTEREST TO THE OTHER MEMBERS OR  
TO THE  
COMPANY; PROVIDED; HOWEVER, THAT THE COMPANY MAY REFUSE TO  
RECOGNIZE ANY  
TRANSFEREE AS ONE OF ITS MEMBERS FOR ANY PURPOSE, INCLUDING WITHOUT  
LIMITATION FOR PURPOSES OF DISTRIBUTIONS AND VOTING RIGHTS, AND FOR  
PURPOSES OF ALLOCATION OF INCOME, LOSSES, AND BUSINESS EXPENSES, UNTIL  
ALL  
APPLICABLE PROVISIONS OF THE OPERATING AGREEMENT HAVE BEEN  
COMPLIED WITH TO  
THE SATISFACTION OF THE COMPANY.

## ARTICLE VII

The limited liability company is to be managed by its \_\_\_ Members\* or X 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
MANAGER	JEROME RAYMOND KIRBY III	20 CHARTIER CIRCEL NEWPORT, RI 02840 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: 10/04/2023

*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 4 Day of October, 2023 at 2:13:01 PM by the Authorized Person.**

KEITH B. KYLE

**Address of Authorized Signer:**

ORSON & BRUSINI  
195 BROADWAY  
NEWPORT, RI 02840

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:

October 04, 2023 02:12 PM

A handwritten signature in black ink, reading "Gregg M. Amore". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Gregg M. Amore  
*Secretary of State*

