



**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: Hopkins Hill Quarry, 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: 321 SOUTH MAIN #400

City or Town: PROVIDENCE

State: RI

Zip: 02903

The name of the resident agent at such address is: JOSHUA CELESTE

**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: 190 NEW LONDON TURNPIKE

City or Town: WEST GREENWICH

State: RI    Zip: 02817    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:

EXHIBIT A

6. ADDITIONAL PROVISIONS NOT INCONSISTENT WITH LAW SET FORTH IN THESE ARTICLES OF ORGANIZATION:

I. A MANAGER 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 PROVIDED FOR IN SECTION 17 OF THE RHODE ISLAND LIMITED LIABILITY COMPANY ACT, AS MAY HEREAFTER BE AMENDED (THE “ACT”), 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 IMPOSED PURSUANT TO THE PROVISIONS OF SECTION 32 OF THE ACT, OR (IV) 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.

II. (A) 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, AGENT OR EMPLOYEE, 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.

(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 OF THIS ARTICLE SIXTH II(B), PAY, ON BEHALF OF AN INDEMNIFIED  
PERSON ANY LOSS OR EXPENSES 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 OF THE  
INDEMNIFIED  
PERSON.

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

(1) "MANAGER(S)" MEANS ANY OR ALL OF THE MANAGERS OF 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 FOR ANY CLAIM FOR COVERED ACTS AND SHALL INCLUDE,  
WITHOUT BEING LIMITED TO, DAMAGES, SETTLEMENTS, FINES, PENALTIES OR,  
WITH

RESPECT TO EMPLOYEE BENEFITS PLANS, EXCISE TAXES;

(3) "EXPENSES" MEANS ANY EXPENSES INCURRED IN CONNECTION WITH THE  
DEFENSE AGAINST ANY CLAIM FOR COVERED ACTS, INCLUDING, WITHOUT  
BEING

LIMITED TO, LEGAL, ACCOUNTING OR INVESTIGATIVE FEES AND EXPENSES OR  
BONDS

NECESSARY TO PURSUE AN APPEAL OF AN ADVERSE JUDGMENT; AND

(4) "COVERED ACT" MEANS ANY ACT OR OMISSION BY THE 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 LIMITED LIABILITY COMPANY,  
CORPORATION, PARTNERSHIP, JOINT VENTURE, TRUST, OTHER ENTITY OR  
ENTERPRISE,

INCLUDING, BUT NOT LIMITED TO ANY ENTITIES AND ENTERPRISES WHICH ARE  
SUBSIDIARIES OR AFFILIATES OF THE LIMITED LIABILITY COMPANY, OR  
EMPLOYEE

BENEFIT PLAN.

(III) 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  
REPRESENTATIVE OF A DECEASED INDEMNIFIED PERSON OR THE LEGAL

REPRESENTATIVE 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 CLAUSE (V), BELOW, AND  
THE

FINAL DISPOSITION OF SUCH ACTION, SUIT, PROCEEDING OR APPEAL 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)

ACTION CONTRAVENING SECTION 17 OF THE ACT; OR (4) A TRANSACTION FROM  
WHICH

THE PERSON SEEKING INDEMNIFICATION DERIVED AN IMPROPER PERSONAL  
BENEFIT.

III. (A) IF AND SO LONG AS THE LIMITED LIABILITY COMPANY IS MEMBER-  
MANAGED

AND THERE IS MORE THAN ONE MEMBER, NO SINGLE MEMBER ACTING ALONG SHALL HAVE  
THE POWER TO BIND THE LIMITED LIABILITY COMPANY TO ANY CONTRACT WITH A  
THIRD PARTY UNLESS SUCH CONTRACT HAS BEEN SPECIFICALLY OR GENERALLY APPROVED BY THE MEMBERS ACTING COLLECTIVELY OR AS OTHERWISE PROVIDED IN THE  
PROVISIONS OF THE LIMITED LIABILITY COMPANY'S OPERATING AGREEMENT.  
(B) IF AND SO LONG AS THE LIMITED LIABILITY COMPANY IS MANAGER-MANAGED AND  
THERE IS MORE THAN ONE MANAGER, NO SINGLE MANAGER ACTING ALONG SHALL HAVE  
THE POWER TO BIND THE LIMITED LIABILITY COMPANY TO ANY CONTRACT WITH A  
THIRD PARTY UNLESS SUCH CONTRACT HAS BEEN SPECIFICALLY OR GENERALLY APPROVED BY THE MANAGERS ACTING COLLECTIVELY OR AS OTHERWISE PROVIDED IN  
THE PROVISIONS OF THE LIMITED LIABILITY COMPANY'S OPERATING AGREEMENT.

#### 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.**

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: 11/14/2023

*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 14 Day of November, 2023 at 7:43:16 AM by the Authorized Person.**

KEVIN PATRICK BRAGA

**Address of Authorized Signer:**

2208 PLAINFIELD PIKE  
JOHNSTON, RI 02919

Form No. 400  
Revised 09/07

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