



**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: Copper Beech, 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: BURNETT & SHERER LLC
1 CITIZENS PLZ STE 530

City or Town: PROVIDENCE

State: RI

Zip: 02903

The name of the resident agent at such address is: MELISSA K. BURNETT-TESTA

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: 591 OLD MILL ROAD

City or Town: NEW SHOREHAM

State: RI

Zip: 02807

Country: US

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 6: ADDITIONAL PROVISIONS NOT INCONSISTENT WITH LAW SET FORTH IN

THESE ARTICLES OF ORGANIZATION:

A. A MANAGER (AS HEREIN 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 PROVIDED FOR IN SECTION

7-16-17 OF THE GENERAL LAWS OF RHODE ISLAND, 1956, AS AMENDED (THE "GENERAL

LAWS"), 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 7-16-32 OF THE GENERAL LAWS, 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. IF THE GENERAL LAWS

ARE AMENDED AFTER THE ADOPTION OF THIS ARTICLE 6 TO AUTHORIZE ACTION

FURTHER ELIMINATING OR LIMITING THE PERSONAL LIABILITY OF MANAGERS, THEN

THE LIABILITY OF EACH MANAGER OF THE LIMITED LIABILITY COMPANY SHALL BE

ELIMINATED OR LIMITED TO THE FULLEST EXTENT PERMITTED BY THE GENERAL LAWS,

AS SO AMENDED. NEITHER THE AMENDMENT NOR REPEAL OF THIS ARTICLE 6 NOR THE

ADOPTION OF ANY PROVISION OF THESE ARTICLES OF ORGANIZATION INCONSISTENT

WITH THIS ARTICLE 6 SHALL ELIMINATE OR REDUCE THE EFFECT OF THIS ARTICLE 6

IN RESPECT OF ANY MATTER OCCURRING, OR ANY CAUSE OF ACTION, SUIT OR CLAIM

RELATING TO ANY MATTER OCCURRING, PRIOR TO SUCH AMENDMENT, REPEAL OR

ADOPTION OF AN INCONSISTENT PROVISION.

B. (I) THE MEMBERS OF THE LIMITED LIABILITY COMPANY MAY INCLUDE

PROVISIONS IN THE LIMITED LIABILITY COMPANY'S OPERATING AGREEMENT WHICH

PROVIDE THAT EACH MEMBER, MANAGER, AGENT, OR EMPLOYEE, PAST OR PRESENT, OF

THE LIMITED LIABILITY COMPANY (AN "INDEMNIFIED PERSON"), SHALL BE INDEMNIFIED IN THE MANNER AND TO THE EXTENT PERMITTED BY THE GENERAL LAWS,

OR AS SHALL BE OTHERWISE PROVIDED IN SAID OPERATING AGREEMENT.

(II) IN ADDITION TO THE AUTHORITY CONFERRED UPON THE MEMBERS AND MANAGERS OF THE LIMITED LIABILITY COMPANY BY THE FOREGOING PARAGRAPH (I),

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:

(A) THE OPERATING AGREEMENT PROVISIONS OR AGREEMENTS AUTHORIZED HEREBY

MAY PROVIDE THAT THE LIMITED LIABILITY COMPANY SHALL, SUBJECT TO THE PROVISIONS OF THIS ARTICLE 6B (II), PAY ON BEHALF OF AN INDEMNIFIED PERSON

ANY LOSS OR EXPENSES (EACH AS HEREIN 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

HEREIN DEFINED) OF THE INDEMNIFIED PERSON.

(B) FOR THE PURPOSES OF THIS ARTICLE 6B(II), 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 BENEFIT 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 OF AN INDEMNIFIED PERSON IN

THE INDEMNIFIED PERSON'S OFFICIAL CAPACITY WITH THE LIMITED LIABILITY COMPANY AND WHILE SERVING IN SUCH CAPACITY 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,

INCLUDING, BUT NOT LIMITED TO, ANY ENTITIES WHICH ARE SUBSIDIARIES OR AFFILIATES OF THE LIMITED LIABILITY COMPANY, CORPORATION, PARTNERSHIP, JOINT VENTURE, TRUST, OTHER ENTERPRISE OR EMPLOYEE BENEFIT PLAN.

(C) 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.

(D) 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 (E) BELOW, AND THE FINAL

DISPOSITION OF SUCH ACTION, SUIT PROCEEDING OR APPEAL RESULTS IN AN ADJUDICATION ADVERSE TO SUCH INDEMNIFIED PERSON.

(E) 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 SHALL DETERMINE TO HAVE RESULTED FROM:
(I) ANY BREACH OF THE INDEMNIFIED PERSON'S DUTY OF LOYALTY TO THE LIMITED LIABILITY COMPANY OR ITS MEMBERS; (II) ACTS OR OMISSIONS NOT IN GOOD FAITH OR WHICH INVOLVE INTENTIONAL MISCONDUCT OR KNOWING VIOLATION OF LAW; (III) ACTION CONTRAVENING SECTION 7-16-17 OF THE GENERAL LAWS; OR (IV) A TRANSACTION FROM WHICH THE PERSON SEEKING INDEMNIFICATION DERIVED AN IMPROPER PERSONAL BENEFIT, UNLESS SAID 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 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
MANAGER	ELIZABETH BUTLER ESTABROOK	373 SACKETT STREET BROOKLYN, NY 11231 US

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 21 Day of December, 2023 at 4:15:51 PM by the Authorized Person.

MELISSA K. BURNETT-TESTA

Address of Authorized Signer:

BURNETT & SHERER LLC

1 CITIZENS PLAZA STE 530

PROVIDENCE, RI 02903

Form No. 400
Revised 09/07

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