



**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: Beacon Media RI, 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: 411 FAIR STREET  
City or Town: WARWICK State: RI Zip: 02888

The name of the resident agent at such address is: JOY E. FOX

**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:  
City or Town: State: Zip: Country:

**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:

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.

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 <small>First, Middle, Last, Suffix</small>	Address <small>Address, City or Town, State, Zip Code, Country</small>
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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 2 Day of May, 2024 at 11:36:54 AM by the Authorized Person.**

JOHN E. SCHOLHAMER

**Address of Authorized Signer:**  
1481 WAMPANOAG TRAIL  
EAST PROVIDENCE, RI 02915



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 02, 2024 11:35 AM

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

Gregg M. Amore  
*Secretary of State*

