



**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: Capri Properties 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: 130 BELLEVUE AVENUE

City or Town: NEWPORT

State: RI

Zip: 02840

The name of the resident agent at such address is: ADAM H. THAYER, 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

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: 45 CLAYTON STREET

City or Town: MIDDLETOWN

State: RI

Zip: 02842

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:

SIXTH: ADDITIONAL PROVISIONS NOT INCONSISTENT WITH LAW SET FORTH IN THESE ARTICLES OF ORGANIZATION: I. A MEMBER OR MANAGING MEMBER 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 MEMBER OR MANAGING MEMBER'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 MEMBER OR MANAGING MEMBER DERIVED AN IMPROPER PERSONAL BENEFIT, UNLESS SAID TRANSACTION WAS WITH THE INFORMED CONSENT OF THE MEMBERS OR A MAJORITY OF THE DISINTERESTED MANAGING MEMBERS. II. (A) THE MEMBERS OF THE LIMITED LIABILITY COMPANY MAY INCLUDE PROVISIONS IN THE LIMITED LIABILITY COMPANY'S OPERATING AGREEMENT, OR THE MANAGING MEMBER(S) MAY AUTHORIZE AGREEMENTS TO BE ENTERED INTO WITH EACH MEMBER, MANAGING MEMBER, 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 MANAGING MEMBER(S) 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 MANAGING MEMBER(S) 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 II (B), WHEN USED HEREIN. (1) "MANAGING MEMBER(S)" MEANS ANY OR ALL OF THE MANAGING MEMBERS OF

THE LIMITED LIABILITY COMPANY OR THOSE ONE OR MORE MEMBERS OR OTHER

PERSONS WHO ARE EXERCISING ANY POWERS NORMALLY VESTED IN THE MANAGING MEMBER(S); (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 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 OF 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 GOODFAITH 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 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 31 Day of May, 2024 at 12:45:24 PM by the Authorized Person.

ADAM H. THAYER, ESQ.

Address of Authorized Signer:

130 BELLEVUE AVENUE

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:

May 31, 2024 12:44 PM

A handwritten signature in black ink that reads "Gregg M. Amore".

Gregg M. Amore
Secretary of State

