



**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: Rhode to Broadway, 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: 41 CAROL ANN AVE

City or Town: WAKEFIELD

State: RI

Zip: 02879-4414

The name of the resident agent at such address is: CHELSEA COOK

**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: 41 CAROL ANN AVE

City or Town: WAKEFIELD

State: RI

Zip: 02879-4414

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:

THIS OPERATING AGREEMENT (THE “AGREEMENT”) OF RHODE TO BROADWAY LLC, A RHODE ISLAND LIMITED LIABILITY COMPANY (THE “COMPANY”), IS MADE AND ENTERED INTO AS OF THE 26TH OF JUNE, 2024, BY CHELSEA COOK AS MANAGER (THE “MANAGER”) AND THE SOLE MEMBER (THE “MEMBER”).

IN CONSIDERATION OF THE AGREEMENTS HEREIN CONTAINED AND INTENDING TO BE BOUND HEREBY, THE PARTIES HEREBY AGREE AS FOLLOWS:

#### ARTICLE 1: GENERAL PROVISIONS

##### SECTION 1.1 FORMATION

PURSUANT TO THE ACT, THE MEMBER FORMS THE COMPANY AS A RHODE ISLAND LIMITED LIABILITY COMPANY IN ACCORDANCE WITH THIS AGREEMENT. THE MANAGER, OR A PERSON DULY AUTHORIZED BY HER, SHALL PROMPTLY FILE A CERTIFICATE OF ORGANIZATION FOR THE COMPANY (THE “CERTIFICATE”) WITH THE SECRETARY OF STATE OF RHODE ISLAND.

##### SECTION 1.2 NAME AND OFFICE

THE COMPANY SHALL BE CONDUCTED SOLELY UNDER THE NAME OF RHODE TO BROADWAY, LLC. THE ADDRESS OF THE REGISTERED OFFICE OF THE COMPANY IN THE STATE OF RHODE ISLAND SHALL BE 41 CAROL ANN AVE. WAKEFIELD, RI 02879 OR SUCH OTHER PLACE AS THE MANAGER MAY FROM TIME TO TIME DETERMINE.

##### SECTION 1.3 PURPOSE

THE PURPOSE OF THE COMPANY IS TO OPERATE CHARITABLE, RELIGIOUS, EDUCATIONAL, OR SCIENTIFIC PURPOSE, INCLUDING, FOR SUCH PURPOSES, THE MAKING OF DISTRIBUTIONS TO ORGANIZATIONS THAT QUALIFY AS EXEMPT ORGANIZATIONS UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE, OR THE CORRESPONDING SECTION OF ANY FUTURE FEDERAL TAX CODE AND TO ENGAGE IN ANY OTHER BUSINESS OR ACTIVITY THAT MAY LAWFULLY BE ENGAGED IN BY A LIMITED LIABILITY COMPANY FORMED PURSUANT TO THE ACT.

##### SECTION 1.4 TERM

THE TERM OF THE COMPANY SHALL COMMENCE WITH THE FILING OF THE

CERTIFICATE AND SHALL CONTINUE IN  
FULL FORCE AND EFFECT UNTIL DISSOLUTION IN ACCORDANCE WITH THIS  
AGREEMENT.

## ARTICLE 2: THE MEMBER

### SECTION 2.1 NAME AND ADDRESS

CHELSEA COOK, IS THE SOLE MEMBER OF THE COMPANY.

### SECTION 2.2 NO LIABILITY

THE MEMBER SHALL NOT BE LIABLE FOR THE DEBTS, OBLIGATIONS, OR  
LIABILITIES OF THE COMPANY,  
INCLUDING, WITHOUT LIMITATION, BY WAY OF INDEMNIFICATION,  
CONTRIBUTION, ASSESSMENT OR OTHERWISE,  
WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, EXCEPT TO THE  
EXTENT OF THE MEMBER'S CAPITAL  
CONTRIBUTIONS.

### SECTION 2.3 CAPITAL CONTRIBUTIONS/LOANS

THE MEMBER MAY MAKE SUCH CAPITAL CONTRIBUTIONS AND LOANS TO THE  
COMPANY IN SUCH AMOUNTS AND UPON  
SUCH TERMS AS IT, IN ITS SOLE DISCRETION, DEEMS ADVISABLE.

### SECTION 2.4 TRANSFERS OF THE MEMBER'S INTEREST

THE MEMBER MAY SELL, ASSIGN, TRANSFER, PLEDGE OR OTHERWISE DISPOSE OF  
ALL OR PART OF ITS INTEREST  
IN THE COMPANY AT ANY TIME.

## ARTICLE 3: MANAGEMENT OF THE COMPANY

### SECTION 3.1 THE MANAGERS

CHELSEA COOK, AN INDIVIDUAL CURRENTLY RESIDING IN WAKEFIELD, RI,  
HEREBY APPOINTED AS THE MANAGERS  
OF THE COMPANY.

### SECTION 3.2 MANAGEMENT AND CONTROL OF THE COMPANY

A. THE MANAGER SHALL HAVE THE FULL AND EXCLUSIVE RIGHT TO MANAGE  
AND CONTROL THE BUSINESS AND  
AFFAIRS OF THE COMPANY AND TO MAKE ALL DECISIONS REGARDING THE  
COMPANY'S BUSINESS. AT ANY TIME  
THAT THERE ARE TWO MANAGERS, ALL ACTIONS TO BE TAKEN BY THE  
MANAGERS SHALL BE TAKEN BY UNANIMOUS  
CONSENT OF THE MANAGERS. AT ANY TIME THAT THERE ARE MORE THAN TWO  
MANAGERS, ALL ACTIONS TO BE  
TAKEN BY THE MANAGERS SHALL BE TAKEN BY A MAJORITY OF THE  
MANAGERS.

B. THE MANAGER MAY EXECUTE AGREEMENTS, CONTRACTS, LICENSES, LEASES AND OTHER INSTRUMENTS

("INSTRUMENTS") ON BEHALF OF THE COMPANY AND ANY INSTRUMENT THAT IS SO EXECUTED SHALL BIND THE COMPANY AND SHALL BE CONCLUSIVE EVIDENCE IN FAVOR OF EVERY PERSON OR ENTITY RELYING THEREON OR CLAIMING THEREUNDER THAT AT THE TIME OF THE DELIVERY THEREOF: (I) THE COMPANY WAS IN EXISTENCE AND (II) THIS AGREEMENT HAD NOT BEEN TERMINATED, CANCELED OR AMENDED IN ANY MANNER SO AS TO RESTRICT THE AUTHORITY OF THE MANAGER (EXCEPT AS SHOWN IN THE CERTIFICATE). ANY PERSON DEALING WITH THE COMPANY, OR THE MANAGER MAY RELY UPON A CERTIFICATE SIGNED BY THE MANAGER AS TO:

(I) THE IDENTITY OF THE MANAGER OR OF THE MEMBER;

(II) THE EXISTENCE OR NON-EXISTENCE OF ANY FACT OR FACTS WHICH CONSTITUTE CONDITIONS PRECEDENT TO

ACTS BY THE MANAGER OR ARE IN ANY OTHER MANNER GERMANE TO THE AFFAIRS OF THE COMPANY;

(III) THE PERSON OR ENTITY WHO IS AUTHORIZED TO EXECUTE, ACKNOWLEDGE, AND DELIVER ANY INSTRUMENT ON

BEHALF OF THE COMPANY; OR

(IV) ANY ACT OR FAILURE TO ACT BY THE COMPANY OR AS TO ANY OTHER MATTER WHATSOEVER INVOLVING THE COMPANY, THE MANAGER OR ANY MEMBER.

SECTION 3.3 MAINTENANCE OF SEPARATE IDENTITY

THE COMPANY SHALL CONDUCT ITS ACTIVITIES SO AS TO ENSURE THAT IT WILL BE RECOGNIZED AS A SEPARATE LEGAL ENTITY AND SHALL NOT CONDUCT ITS ACTIVITIES IN ANY MANNER THAT COULD CAUSE THE ASSETS OF THE MEMBER OR ANY OTHER PERSON OR ENTITY TO BE CHARGED WITH THE CLAIMS OF CREDITORS OF THE COMPANY.

SECTION 3.4 REIMBURSEMENT OF THE MANAGER

IF THE MANAGER, ACTING ON BEHALF OF THE COMPANY, INCURS COSTS OR EXPENSES TO, OR PAYS BILLS,

INVOICES, OR DEBTS TO, A THIRD PARTY IN CONNECTION WITH THE BUSINESS AND AFFAIRS OF THE COMPANY,

INCLUDING BUT NOT LIMITED TO, COSTS OF LABOR, MATERIALS, AND SUPPLIES USED IN THE OPERATION OF THE

COMPANY AND ITS BUSINESS, AND LEGAL OR ACCOUNTING FEES, WHICH COSTS OR EXPENSES ARE PROPERLY

CHARGEABLE TO THE COMPANY, THE MANAGER SHALL BE REIMBURSED THEREFOR BY THE COMPANY OUT OF THE

COMPANY'S ASSETS. THE MEMBER SHALL NOT HAVE ANY PERSONAL LIABILITY

WHATSOEVER ON ACCOUNT OF THE PROVISIONS OF THIS SECTION 3.4, EXCEPT TO THE EXTENT OF ITS CAPITAL CONTRIBUTIONS.

SECTION 3.5 LIABILITY AND INDEMNIFICATION OF THE MANAGER

A. THE MANAGER SHALL NOT BE LIABLE FOR THE DEBTS, OBLIGATIONS, OR LIABILITIES OF THE COMPANY,

INCLUDING, WITHOUT LIMITATION, BY WAY OF INDEMNIFICATION, CONTRIBUTION, ASSESSMENT OR OTHERWISE,

WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, SOLELY BY REASON OF ACTING AS MANAGER OF THE COMPANY.

B. THE MANAGER SHALL NOT BE LIABLE, RESPONSIBLE, OR ACCOUNTABLE IN DAMAGES OR OTHERWISE TO THE

MEMBER OR TO THE COMPANY FOR, AND THE COMPANY SHALL INDEMNIFY THE MANAGER AGAINST AND SAVE THE

MANAGER HARMLESS FROM, ANY DAMAGE OR EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES) INCURRED BY

REASON OF ANY ACT OR OMISSION PERFORMED OR MADE BY THE MANAGER ON BEHALF OF THE COMPANY OR THE

MEMBER; PROVIDED THAT: (I) SUCH ACT OR OMISSION WAS PERFORMED OR MADE BY THE MANAGER IN GOOD FAITH

AND IN A MANNER REASONABLY BELIEVED BY THE MANAGER TO BE BOTH WITHIN THE SCOPE OF THE AUTHORITY

GRANTED HIM BY THIS AGREEMENT AND IN THE BEST INTERESTS OF THE COMPANY OR THE MEMBER; (II) SUCH

COURSE OF ACTION DID NOT CONSTITUTE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ON THE PART OF THE

MANAGER; AND (III) THE SATISFACTION OF ANY INDEMNIFICATION SHALL BE FROM, AND LIMITED TO, THE

COMPANY'S ASSETS. THE MEMBER SHALL NOT HAVE ANY PERSONAL LIABILITY WHATSOEVER ON ACCOUNT OF THE

PROVISIONS OF THIS SECTION 3.5 EXCEPT TO THE EXTENT OF ITS CAPITAL CONTRIBUTIONS.

SECTION 3.6 RESIGNATION OR REMOVAL OF THE MANAGER

A. THE MANAGER MAY NOT RESIGN, RETIRE, ABANDON, OR OTHERWISE TERMINATE HIS STATUS AS MANAGER (EACH,

A "RESIGNATION") EXCEPT AFTER THIRTY (30) DAYS NOTICE TO THE MEMBER.

B. THE MEMBER MAY REMOVE THE MANAGER AS MANAGER AT ANY TIME, WITH OR WITHOUT CAUSE.

C. UPON THE RESIGNATION, REMOVAL OR INCAPACITY OF THE MANAGER, THE MEMBER MAY, BUT SHALL NOT BE

REQUIRED TO, APPOINT A SUBSTITUTE MANAGER. AT ANY TIME THERE IS NO MANAGER, THE COMPANY SHALL BE

MANAGED BY THE MEMBER, AND ALL REFERENCES CONTAINED IN THIS

AGREEMENT TO THE MANAGER SHALL BE  
DEEMED TO BE REFER TO THE MEMBER.

#### SECTION 3.7 ADDITIONAL MANAGERS

ANY PERSON MAY BE DESIGNATED AS AN ADDITIONAL MANAGER OF THE  
COMPANY AT ANY TIME BY THE MEMBER.

#### ARTICLE 4: TAX AND FISCAL MATTERS

##### SECTION 4.1 DISTRIBUTIONS DURING THE TERM

ALL CASH AVAILABLE FOR DISTRIBUTION SHALL BE DISTRIBUTED TO THE  
MEMBER AT SUCH TIMES AND IN SUCH  
AMOUNTS AS SHALL BE DETERMINED IN THE DISCRETION OF THE MEMBER.

##### SECTION 4.2 TAX MATTERS

A. FOR FEDERAL INCOME TAX PURPOSES, THE COMPANY SHALL BE  
DISREGARDED AS AN ENTITY SEPARATE FROM ITS  
OWNER PURSUANT TO TREASURY REGULATION SECTION 301.7701-3 (OR ANY  
SUCCESSOR PROVISION TO SUCH  
REGULATION). NOTHING CONTAINED IN THIS AGREEMENT SHALL BE DEEMED  
TO CONSTITUTE AN ELECTION TO BE  
CLASSIFIED AS AN ASSOCIATION PURSUANT TO TREASURY REGULATION  
SECTION 301.7701-3(C)(1)(V) (OR ANY  
SUCCESSOR PROVISION TO SUCH REGULATION).

B. TO THE EXTENT PERMITTED BY THE TAX LAWS OF ANY OTHER JURISDICTION  
TO WHICH THE COMPANY IS  
SUBJECT, THE COMPANY SHALL ELECT TO BE DISREGARDED AS AN ENTITY  
SEPARATE FROM ITS OWNER FOR THE  
PURPOSES OF SUCH TAX LAWS.

C. THE COMPANY'S STATUS AS A DISREGARDED ENTITY FOR TAX PURPOSES WILL  
HAVE NO EFFECT WHATSOEVER ON  
ITS STATUS AS A SEPARATE ENTITY FOR PURPOSES OF ANY OTHER LAW.

D. NO PART OF THE NET EARNINGS OF THE CORPORATION SHALL INURE TO THE  
BENEFIT OF, OR BE  
DISTRIBUTABLE TO ITS MEMBERS, TRUSTEES, OFFICERS, OR OTHER PRIVATE  
PERSONS, EXCEPT THAT THE  
CORPORATION SHALL BE AUTHORIZED AND EMPOWERED TO PAY REASONABLE  
COMPENSATION FOR SERVICES RENDERED  
AND TO MAKE PAYMENTS AND DISTRIBUTIONS IN FURTHERANCE OF THE  
PURPOSES SET FORTH IN ARTICLE THIRD  
HEREOF. NO SUBSTANTIAL PART OF THE ACTIVITIES OF THE CORPORATION  
SHALL BE THE CARRYING ON OF  
PROPAGANDA, OR OTHERWISE ATTEMPTING TO INFLUENCE LEGISLATION, AND  
THE CORPORATION SHALL NOT  
PARTICIPATE IN, OR INTERVENE IN (INCLUDING THE PUBLISHING OR  
DISTRIBUTION OF STATEMENTS) ANY

POLITICAL CAMPAIGN ON BEHALF OF OR IN OPPOSITION TO ANY CANDIDATE FOR PUBLIC OFFICE.

NOTWITHSTANDING ANY OTHER PROVISION OF THESE ARTICLES, THE CORPORATION SHALL NOT CARRY ON ANY OTHER ACTIVITIES NOT PERMITTED TO BE CARRIED ON (A) BY A CORPORATION EXEMPT FROM FEDERAL INCOME TAX UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE, OR THE CORRESPONDING SECTION OF ANY FUTURE FEDERAL TAX CODE, OR (B) BY A CORPORATION, CONTRIBUTIONS TO WHICH ARE DEDUCTIBLE UNDER SECTION 170(C)(2) OF THE INTERNAL REVENUE CODE, OR THE CORRESPONDING SECTION OF ANY FUTURE FEDERAL TAX CODE.

E. UPON THE DISSOLUTION OF THE CORPORATION, ASSETS SHALL BE DISTRIBUTED FOR ONE OR MORE EXEMPT PURPOSES WITHIN THE MEANING OF SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE, OR THE CORRESPONDING SECTION OF ANY FUTURE FEDERAL TAX CODE, OR SHALL BE DISTRIBUTED TO THE FEDERAL GOVERNMENT, OR TO A STATE OR LOCAL GOVERNMENT, FOR A PUBLIC PURPOSE. ANY SUCH ASSETS NOT SO DISPOSED OF SHALL BE DISPOSED OF BY A COURT OF COMPETENT JURISDICTION OF THE COUNTY IN WHICH THE PRINCIPAL OFFICE OF THE CORPORATION IS THEN LOCATED, EXCLUSIVELY FOR SUCH PURPOSES OR TO SUCH ORGANIZATION OR ORGANIZATIONS, AS SAID COURT SHALL DETERMINE, WHICH ARE ORGANIZED AND OPERATED EXCLUSIVELY FOR SUCH PURPOSES.

#### SECTION 4.3 TITLE TO ASSETS AND BANK ACCOUNTS

THE ASSETS OF THE COMPANY SHALL BE HELD IN THE NAME OF THE COMPANY. THE FUNDS OF THE COMPANY SHALL BE DEPOSITED IN THE NAME OF THE COMPANY IN SUCH BANK ACCOUNT OR ACCOUNTS AS SHALL BE DESIGNATED BY THE MANAGER, AND WITHDRAWALS THEREFROM SHALL BE MADE UPON THE SIGNATURE OF THE MANAGER AND SUCH PERSON(S) AS SHALL BE SO DESIGNATED BY THE MANAGER.

#### SECTION 4.4 BOOKS AND RECORDS

THE MANAGER SHALL MAINTAIN COMPLETE AND ACCURATE RECORDS AND BOOKS OF ACCOUNT FOR THE COMPANY, IN WHICH SHALL BE ENTERED, FULLY AND ACCURATELY, EACH AND EVERY TRANSACTION OF THE COMPANY. SUCH BOOKS AND RECORDS SHALL BE MAINTAINED BY THE MANAGER AT THE PRINCIPAL OFFICE OF THE COMPANY.

#### ARTICLE 5: DISSOLUTION AND LIQUIDATION OF THE COMPANY

SECTION 5.1 EVENTS CAUSING DISSOLUTION

THE COMPANY SHALL BE DISSOLVED, AND ITS AFFAIRS SETTLED WITH THE WRITTEN CONSENT OF THE MEMBER OR UPON THE ENTRY OF A DECREE OF JUDICIAL DISSOLUTION. THE MANAGER SHALL FILE OR CAUSE TO BE FILED SUCH CERTIFICATES AND DOCUMENTS AS ARE REQUIRED TO BE FILED IN CONNECTION WITH SUCH DISSOLUTION IN ACCORDANCE WITH THE ACT.

SECTION 5.2 LIQUIDATION

A. UPON DISSOLUTION OF THE COMPANY, THE MANAGER SHALL, IF SO DIRECTED BY THE MEMBER, CAUSE THE COMPANY'S ASSETS TO BE SOLD IN ACCORDANCE WITH REASONABLE BUSINESS JUDGMENT, IN AN EFFORT TO OBTAIN THE BEST PRICES FOR SUCH ASSETS, AND THE MANAGER SHALL CAUSE THE CANCELLATION OF THE CERTIFICATE. PENDING SUCH SALES, THE MANAGER SHALL HAVE THE RIGHT TO CONTINUE TO OPERATE AND OTHERWISE DEAL WITH THE COMPANY'S ASSETS IN ACCORDANCE WITH THIS AGREEMENT.  
B. IN SETTLING ACCOUNTS AFTER DISSOLUTION, THE REMAINING ASSETS OF THE COMPANY SHALL BE PAID OUT IN THE FOLLOWING ORDER: (I) TO CREDITORS IN THE ORDER OF PRIORITY PROVIDED FOR BY LAW; AND (II) THE BALANCE, IF ANY, TO THE MEMBER.

ARTICLE 6: MISCELLANEOUS PROVISIONS

SECTION 6.1 AMENDMENTS

THE PROVISIONS OF THIS AGREEMENT MAY BE AMENDED, MODIFIED, OR WAIVED WITH THE CONSENT OF THE MEMBER. THE MANAGER SHALL, WITHIN A REASONABLE TIME AFTER THE ADOPTION OF ANY AMENDMENT TO THIS AGREEMENT, MAKE ANY FILINGS REQUIRED OR DESIRABLE TO REFLECT SUCH AMENDMENT.

SECTION 6.2 APPLICABLE LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF RHODE ISLAND.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT, UNDER SEAL, AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.



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: 09/24/2024

*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 26 Day of June, 2024 at 2:14:06 PM by the Authorized Person.**

CHELSEA COOK

**Address of Authorized Signer:**

41 CAROL ANN AVE  
WAKEFIELD, RI 02879

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:

June 26, 2024 02:10 PM

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

Gregg M. Amore  
*Secretary of State*

