



**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: Schartner Farms 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: 1 ARNOLD PLACE
SCHARTNER FARMS

City or Town: EXETER State: RI Zip: 02822

The name of the resident agent at such address is: MICHAEL KELLY

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: 1 ARNOLD PLACE
SCHARTNER FARMS

City or Town: EXETER State: RI Zip: 02822 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:

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 RI SOS FILING NUMBER: 201866385980 DATE: 5/20/2018 4:47:00 PMACT EXCEPT FOR I. LIABILITY FOR BREACH OF THE MANAGERS 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 COMPANYS 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 II B WHEN USED HEREIN 1. MANAGERS 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 BY THE

INDEMNIFIED PERSON IN THE INDEMNIFIED PERSONS 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 PERSONS DUTY OF LOYALTY TO THE
LIMITED

LIABILITY COMPANY OR ITS MEMBERS 2. ACTS OR OMISSIONS NOT IN GOOD
FAITH OR

WHICH INVOLVED 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 ___ Members* or X 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	TIMOTHY A SCHATNER	1 ARNOLD PLACE, SCHATNER FARMS EXETER, RI 02822 UNI

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: 10/21/2024

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 21 Day of October, 2024 at 4:08:07 PM by the Authorized Person.

TIMOTHY A SCHATNER

Address of Authorized Signer:

1 ARNOLD PLACE
SCHATNER FARMS

Form No. 400
Revised 09/07