



**State of Rhode Island
Office of the Secretary of State**

Fee: \$50.00

Division Of Business Services
148 W. River Street
Providence RI 02904-2615
(401) 222-3040

**Limited Liability Company
Articles of Amendment**

(Section 7-16-12 of the General Laws of Rhode Island, 1956, as amended)

ARTICLE I

The name of the limited liability company is JPM Solar, LLC

If the name is changing, state the new name: JPM Solar, LLC

ARTICLE II

The Articles of Organization of the limited liability company as amended or restated to date are as follows, including, if applicable, a change made in Article I:

If the address of the principal office of the limited liability company is changing, so state:

No. and Street: 349 CENTERVILLE ROAD
City or Town: WARWICK State: RI Zip: 02886 Country: USA

If the company duration is changing, so state: ☒ Perpetual ☐

If the company purpose is changing, so state:

SOLAR

If the management of the limited liability company is changing, modify the following section:

☐ Members or ☒ Managers (check one)

The name and address of each manager (If LLC is managed by Members, DO NOT complete this section):

Title	Individual Name First, Middle, Last, Suffix	Address Address, City or Town, State, Zip Code, Country
MANAGER	RALPH A. PALUMBO	349 CENTERVILLE ROAD WARWICK, RI 02886 USA

If there are any other provisions to be amended, so state:

ARTICLE VI OF THE ARTICLES OF ORGANIZATION IS HEREBY AMENDED IN THE ENTIRETY TO READ AS FOLLOWS:

6.1. THE COMPANY SHALL HAVE THE AUTHORITY TO GUARANTEE ANY BONDS, SECURITIES, OR EVIDENCES OF INDEBTEDNESS CREATED BY; OR DIVIDENDS ON; OR A

CERTAIN AMOUNT PER SHARE IN LIQUIDATION OF THE CAPITAL STOCK OF ANY CORPORATION OR OTHER ENTITY CREATED BY THIS STATE OR BY ANY OTHER STATE,

COUNTRY, NATION, OR GOVERNMENT, PROVIDED SUCH CORPORATION OR OTHER ENTITY

IS FORMED FOR PURPOSES SIMILAR TO THE PURPOSES OF THIS COMPANY OR IS ENGAGED IN THE SAME OR A SUBSTANTIALLY SIMILAR BUSINESS OR

TRANSACTS

BUSINESS WITH THIS COMPANY OR IS OWNED OR CONTROLLED BY THE SAME OR SUBSTANTIALLY SIMILAR INTERESTS; BUT NOTHING HEREIN CONTAINED SHALL

AUTHORIZE THIS COMPANY TO CARRY ON THE BUSINESS OF A SURETY OR

INDEMNITY

COMPANY.

6.2. THE COMPANY SHALL HAVE THE AUTHORITY TO GUARANTEE IN ANY WAY PERMITTED BY LAW THE PERFORMANCE OF ANY OF THE CONTRACTS OR OTHER UNDERTAKINGS IN WHICH THE COMPANY MAY OTHERWISE BE OR BECOME INTERESTED, OF

ANY CORPORATION, ASSOCIATION, PARTNERSHIP, FIRM, TRUSTEE, SYNDICATE, INDIVIDUAL, GOVERNMENT, STATE, MUNICIPALITY, OR OTHER POLITICAL OR GOVERNMENTAL DIVISION OR SUBDIVISION, DOMESTIC OR FOREIGN, AS MAY BE PERMITTED BY LAW.

6.3. THE COMPANY SHALL HAVE THE AUTHORITY TO PROMOTE OR ASSIST, FINANCIALLY OR OTHERWISE, CORPORATIONS, SYNDICATES, PARTNERSHIPS, TRUSTS,

TRUSTEES, INDIVIDUALS, OR ASSOCIATIONS OF ALL KINDS, AND TO GIVE ANY GUARANTY IN CONNECTION THEREWITH FOR THE PAYMENT OF MONEY OR FOR THE

PERFORMANCE OF ANY OBLIGATION OR UNDERTAKING.

6.4. SECTION 7-16-21 OF THE RHODE ISLAND GENERAL LAWS (1956), AS AMENDED, REGARDING WRITTEN CONSENTS OF MEMBERS AND MANAGERS IS HEREBY
ADOPTED.

6.5. THE MEMBER AND MANAGER, AND THEIR RESPECTIVE PRINCIPALS, MEMBERS, SHAREHOLDERS, TRUSTEES, TRUSTS, PARTNERS, DIRECTORS, MANAGERS,

AGENTS, EMPLOYEES AND REPRESENTATIVES, SHALL BE INDEMNIFIED BY COMPANY

(EACH SUCH INDEMNIFIED PERSON, AN "INDEMNIFIED PERSON") TO THE FULLEST

EXTENT PERMITTED BY RHODE ISLAND LAW, AS THE SAME NOW EXISTS OR MAY
HEREAFTER BE AMENDED, SUBSTITUTED OR REPLACED (BUT, IN THE CASE OF
ANY SUCH
AMENDMENT, SUBSTITUTION OR REPLACEMENT ONLY TO THE EXTENT THAT
SUCH
AMENDMENT, SUBSTITUTION OR REPLACEMENT PERMITS COMPANY TO
PROVIDE BROADER
INDEMNIFICATION RIGHTS THAN COMPANY IS PROVIDING IMMEDIATELY PRIOR
TO SUCH
AMENDMENT), AGAINST ALL EXPENSES, LIABILITIES AND LOSSES (INCLUDING
ATTORNEYS' FEES, JUDGMENTS, FINES, EXCISE TAXES OR PENALTIES)
REASONABLY
INCURRED OR SUFFERED BY SUCH PARTY (OR ONE OR MORE OF SUCH PARTY'S
AFFILIATES) BY REASON OF THE FACT THAT SUCH PARTY, OR ANOTHER PARTY
OF WHOM
SUCH PARTY IS HIS/HER/ITS LEGAL REPRESENTATIVE, IS OR WAS A MEMBER OR
MANAGER, OR WHILE A MEMBER OR MANAGER IS OR WAS SERVING AT THE
REQUEST OF
COMPANY OR ANY OF ITS SUBSIDIARIES AS A MANAGER, DIRECTOR, OFFICER,
TRUSTEE, PARTNER, VENTURER, PROPRIETOR, TRUSTEE, TRUST, EMPLOYEE,
AGENT OR
SIMILAR FUNCTIONARY OF ANOTHER LIMITED LIABILITY COMPANY,
CORPORATION,
PARTNERSHIP, JOINT VENTURE, SOLE PROPRIETORSHIP, TRUST, EMPLOYEE
BENEFIT
PLAN OR OTHER ENTERPRISE; PROVIDED, THAT (UNLESS MANAGER OTHERWISE
CONSENTS) NO INDEMNIFIED PERSON SHALL BE INDEMNIFIED FOR ANY
EXPENSES,
LIABILITIES AND LOSSES SUFFERED TO THE EXTENT NOT PERMITTED BY THE
OPERATING AGREEMENT OF THE COMPANY. EXPENSES, INCLUDING ATTORNEYS'
FEES AND
EXPENSES, INCURRED BY ANY SUCH INDEMNIFIED PERSON IN DEFENDING A
PROCEEDING
SHALL BE PAID BY COMPANY IN ADVANCE OF THE FINAL DISPOSITION OF SUCH
PROCEEDING, INCLUDING ANY APPEAL THEREFROM, UPON RECEIPT OF AN
UNDERTAKING,
IN FORM AND SUBSTANCE REASONABLY ACCEPTABLE TO THE MANAGER, BY OR
ON BEHALF
OF SUCH INDEMNIFIED PERSON TO REPAY SUCH AMOUNT IF IT SHALL
ULTIMATELY BE
DETERMINED THAT SUCH INDEMNIFIED PERSON IS NOT ENTITLED TO BE
INDEMNIFIED
BY COMPANY. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE
CONTRARY, ANY
INDEMNITY BY COMPANY RELATING TO THE MATTERS COVERED IN THIS
PARAGRAPH

SHALL BE PROVIDED OUT OF AND TO THE EXTENT OF COMPANY ASSETS ONLY, AND NO
MANAGER OR MEMBER (UNLESS SUCH PARTY OTHERWISE AGREES IN WRITING OR IS
FOUND IN A FINAL DECISION BY A COURT OF COMPETENT JURISDICTION TO HAVE
PERSONAL LIABILITY ON ACCOUNT THEREOF) SHALL HAVE PERSONAL LIABILITY ON
ACCOUNT THEREOF OR SHALL BE REQUIRED TO MAKE ADDITIONAL CAPITAL CONTRIBUTIONS TO HELP SATISFY SUCH INDEMNITY OF COMPANY (EXCEPT AS EXPRESSLY PROVIDED HEREIN).

6.6. ANY TRANSFER OR DISPOSAL OF ALL OR ANY PORTION OF A MEMBER’S MEMBERSHIP INTERESTS NOW OR HEREAFTER OWNED AT ANY TIME TO ANY PERSON OR
ENTITY IS SUBJECT TO TRANSFER RESTRICTIONS SET FORTH IN THE OPERATING AGREEMENT OF THE COMPANY.

6.7. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF THESE ARTICLES OF ORGANIZATION AND THE PROVISIONS OF THE COMPANY’S OPERATING
AGREEMENT, THE LATTER SHALL CONTROL UNLESS OTHERWISE PRECLUDED BY APPLICABLE LAW.

ARTICLE III

The effective date of this Amendment, if later than the date of the filing of these Articles of Amendment (not prior to, nor more than 90 days after, the filing of these Articles of Amendment), is:

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 4 Day of April, 2025 at 9:46:13 AM by the Authorized Person.

KYLE PALUMBO, AUTHORIZED REPRESENTATIVE

JPM Solar, LLC



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:

April 04, 2025 09:44 AM

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

