



**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: New England Auto Chateau 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: 2088 BROAD STREET

City or Town: CRANSTON

State: RI

Zip: 02905

The name of the resident agent at such address is: RICHARD F. HENTZ, 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: P.O. BOX 57

City or Town: HOPE

State: RI

Zip: 02831-0057

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:

6. ADDITIONAL PROVISIONS WHICH ARE NOT INCONSISTENT WITH APPLICABLE LAW ARE SET FORTH IN THESE ARTICLES OF ORGANIZATION:

A. 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 R.I.G.L. SECTION 7-

16-18 (1956 EDITION, AS AMENDED) AS SET FORTH UNDER 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 PROVISION

OF R.I.G.L. SECTION 7-16-32 (1956 EDITION, AS AMENDED) 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.

B. (I) THE MEMBERS OF THE LIMITED LIABILITY COMPANY MAY INCLUDE PROVISION IN THE LIMITED LIABILITY COMPANY'S OPERATING AGREEMENT,

IF ANY, OR THE MANAGERS, IF ANY, 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.

(II) IN ADDITION TO THE AUTHORITY CONFERRED UPON THE MEMBERS AND MANAGERS OF THE LIMITED LIABILITY COMPANY BY THE FOREGOING

PARAGRAPH (I), THE MEMBERS OF THE LIMITED LIABILITY COMPANY MAY INCLUDE

PROVISIONS IN THE OPERATING AGREEMENT, IF ANY, OR THE MANAGERS, IF ANY, MAY

AUTHORIZE AGREEMENTS TO BE ENTERED INTO WITH EACH INDEMNIFIED PERSON, FOR THE PURPOSE OF INDEMNIFYING SUCH PERSON AND TO THE EXTENT PROVIDED HEREIN:

(A) ANY OPERATING AGREEMENT PROVISIONS OR AGREEMENTS AUTHORIZED HEREBY MAY PROVIDE THAT THE LIMITED LIABILITY COMPANY SHALL, SUBJECT TO THE PROVISIONS OF THIS ARTICLE 6.B.(II), 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.

(B) FOR THE PURPOSES OF THIS ARTICLE 6.B.(II), WHEN USED HEREIN, THE FOLLOWING ARE DEFINED AS FOLLOWS:

(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 THAT 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.

(C) ANY 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.

(D) 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
(E), BELOW, AND THE FINAL DISPOSITION OF SUCH ACTION, SUIT, PROCEEDING
OR
APPEAL RESULTS IN AN ADJUDICATION ADVERSE TO SUCH INDEMNIFIED
PERSON.

(E) ANY 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 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 First, Middle, Last, Suffix	Address Address, City or Town, State, Zip Code, Country
-------	--	--

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 28 Day of May, 2025 at 4:10:08 PM by the Authorized Person.

MARC TITCHENELL, ESQ., AUTHORIZED PERSON

Address of Authorized Signer:

2088 BROAD STREET, CRANSTON, RHODE ISLAND 02905

Form No. 400
Revised 09/07

© 2007 - 2025 State of Rhode Island
All Rights Reserved



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 28, 2025 04:07 PM

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

Gregg M. Amore
Secretary of State

