



**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: Gateway International, 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: 10 DORRANCE STREET, SUITE 700

City or Town: PROVIDENCE

State: RI

Zip: 02903

The name of the resident agent at such address is: STEPHEN A. IZZI

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: 10 DORRANCE STREET, SUITE 700

City or Town: PROVIDENCE

State: RI Zip: 02903 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:

(6)(A). PURSUANT TO SECTION 18 OF THE RHODE ISLAND LIMITED LIABILITY COMPANY ACT, AS MAY HEREAFTER BE AMENDED (THE 'ACT'), 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 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 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.

(6)(B). (1) THE MEMBERS OF THE LIMITED LIABILITY COMPANY MAY INCLUDE PROVISIONS IN THE LIMITED LIABILITY COMPANY'S 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.

(2) IN ADDITION TO THE AUTHORITY CONFERRED UPON THE MEMBERS AND MANAGERS OF

THE LIMITED LIABILITY COMPANY BY THE FOREGOING PARAGRAPH (1), 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:

(A) THE OPERATING AGREEMENT PROVISIONS OR AGREEMENTS AUTHORIZED
HEREBY MAY

PROVIDE THAT THE LIMITED LIABILITY COMPANY SHALL, SUBJECT TO THE
PROVISIONS

OF THIS ARTICLE (6)(B)(2), 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)(2), WHEN USED HEREIN

(I) MANAGER(S)' MEANS ANY OR ALL OF THE MANAGERS OF THE LIMITED
LIABILITY

COMPANY OR THOSE ONE OR MORE MEMBERS OR OTHER PERSONS, INCLUDING
OFFICERS,

WHO ARE EXERCISING ANY POWERS NORMALLY VESTED IN THE MANAGERS;

(II) '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;

(III) '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

PURSUDE AN APPEAL OF AN ADVERSE JUDGMENT; AND

(IV) '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.

(C) THE OPERATING AGREEMENT PROVISIONS OR AGREEMENTS AUTHORIZED

HEREBY MAY
COVER LOSS OR EXPENSES ARISING FROM ANY CLAIMS MADE AGAINST A
RETIRED
INDEMNIFIED 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 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 (IV), ABOVE, AND THE
FINAL
DISPOSITION OF SUCH ACTION, SUIT, PROCEEDING OR APPEAL RESULTS IN AN
ADJUDICATION ADVERSE TO SUCH INDEMNIFIED PERSON.

(E) 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 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.

(6)(C). ANY OPERATING AGREEMENT SHALL BE IN WRITING.

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 5 Day of July, 2025 at 4:54:17 PM by the Authorized Person.

STEPHEN A. IZZI

Address of Authorized Signer:
10 DORRANCE STREET, SUITE 700
PROVIDENCE, RI 02903

Form No. 400
Revised 09/07

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