



**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: 855-2 AQUIDNECK, 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: 1100 AQUIDNECK AVENUE

City or Town: MIDDLETOWN

State: RI

Zip: 02842

The name of the resident agent at such address is: DAVID P MARTLAND

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: 272 VALLEY ROAD SUITE 4

City or Town: MIDDLETOWN

State: RI

Zip: 02842

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:

ADDITIONAL PROVISIONS NOT INCONSISTENT WITH LAW SET FORTH IN THESE ARTICLES

OF ORGANIZATION:

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

“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.

II. (A) 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.

(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, WHEN USED HEREIN: (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

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 BENEFITS
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, 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 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 ☐ 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
MANAGER	JOHN M PEIXINHO	272 VALLEY ROAD, SUITE 4 MIDDLETOWN, RI 02842 USA

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 18 Day of July, 2025 at 2:13:45 PM by the Authorized Person.

JOHN M PEIXINHO

Address of Authorized Signer:
272 VALLEY ROAD, SUITE 4
MIDDLETOWN, RI 02842



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:

July 18, 2025 02:12 PM

A handwritten signature in black ink, reading "Gregg M. Amore". The signature is written in a cursive style.

Gregg M. Amore
Secretary of State

