



**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: 223 Oliphant 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: 130 BELLEVUE AVENUE

City or Town: NEWPORT

State: RI

Zip: 02840

The name of the resident agent at such address is: ADAM H. THAYER, 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: 161 BRIARWOOD AVENUE

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:

SIXTH: ADDITIONAL PROVISIONS NOT INCONSISTENT WITH LAW SET FORTH IN THESE

ARTICLES OF ORGANIZATION: I. A MEMBER OR MANAGING MEMBER 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 MEMBER OR MANAGING MEMBER'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

MEMBER OR MANAGING MEMBER DERIVED AN IMPROPER PERSONAL BENEFIT, UNLESS SAID

TRANSACTION WAS WITH THE INFORMED CONSENT OF THE MEMBERS OR A MAJORITY OF

THE DISINTERESTED MANAGING MEMBERS. II. (A) THE MEMBERS OF THE LIMITED

LIABILITY COMPANY MAY INCLUDE PROVISIONS IN THE LIMITED LIABILITY COMPANY'S

OPERATING AGREEMENT, OR THE MANAGING MEMBER(S) MAY AUTHORIZE AGREEMENTS TO

BE ENTERED INTO WITH EACH MEMBER, MANAGING MEMBER, 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 MANAGING MEMBER(S) 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

MANAGING MEMBER(S)

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) "MANAGING MEMBER(S)" MEANS ANY OR ALL OF THE MANAGING

MEMBERS OF THE LIMITED LIABILITY COMPANY OR THOSE ONE OR MORE MEMBERS OR

OTHER PERSONS WHO ARE EXERCISING ANY POWERS NORMALLY VESTED IN THE MANAGING

MEMBER(S); (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 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 OF 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 GOODFAITH 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	DAVID PATRICK MCKELVEY	180 FONDA ROAD ROCKVILLE CENTRE, NY 11570 USA
MANAGER	KENDALL TUCKER HOLMES	161 BRIARWOOD AVENUE MIDDLETOWN, RI 02842 USA
MANAGER	AMANDA MCKELVEY HOLMES	161 BRIARWOOD AVENUE 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 6 Day of August, 2025 at 3:12:48 PM by the Authorized Person.

ADAM H. THAYER, ESQ.

Address of Authorized Signer:
SAYER REGAN & THAYER LLP
130 BELLEVUE AVENUE
NEWPORT, RI 02840

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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:

August 06, 2025 03:11 PM

A handwritten signature in black ink, reading "Gregg M. Amore".

Gregg M. Amore
Secretary of State

