



**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: AMH Enterprises 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: 64 LAUREN COURT

City or Town: CRANSTON

State: RI

Zip: 02921

The name of the resident agent at such address is: VAHE ARSLANYAN

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: 739 CYPRESS ROAD

City or Town: NEWINGTON

State: CT

Zip: 06111

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 THE MEMBERS ELECT TO HAVE SET FORTH IN THESE

ARTICLES OF ORGANIZATION:

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 COMPANY, OR ANY SUBSIDIARY OR AFFILIATED COMPANY THEREOF, SHALL

INDEMNIFY AND HOLD HARMLESS EACH PERSON (AND HIS HEIRS, ADMINISTRATORS, AND

EXECUTORS) WHO SHALL SERVE AT ANY TIME HEREAFTER AS A MEMBER OR
MANAGER OF
THE COMPANY OR ANY SUBSIDIARY OR AFFILIATED COMPANY THEREOF FROM
AND
AGAINST ANY AND ALL CLAIMS AND LIABILITIES TO WHICH SUCH PERSON
SHALL
BECOME SUBJECT BY REASON OF HIS HAVING HERETOFORE OR HEREAFTER
BEEN A
MEMBER OR MANAGER OF THE COMPANY OR ANY SUBSIDIARY OR AFFILIATED
COMPANY
THEREOF, OR BY REASON OF ANY ACTION ALLEGED TO HAVE BEEN HERETOFORE
OR
HEREAFTER TAKEN OR OMITTED BY HIM AS SUCH MEMBER OR MANAGER AND
SHALL
INDEMNIFY EACH SUCH PERSON FOR ALL LEGAL AND OTHER EXPENSES
REASONABLY
INCURRED BY HIM IN CONNECTION WITH ANY SUCH CLAIM OF LIABILITY;
PROVIDED,
HOWEVER, THAT NO SUCH MEMBER OR MANAGER SHALL BE INDEMNIFIED
AGAINST OR
REIMBURSED FOR ANY EXPENSE INCURRED IN CONNECTION WITH ANY CLAIM
OR CLAIMS
MADE AGAINST HIM, HER, OR IT THAT THE COMPANY HAS REASONABLY
DETERMINED TO
HAVE RESULTED FROM: (A) ANY BREACH OF SAID PERSON'S DUTIES OF LOYALTY
OR
FIDUCIARY DUTIES TO THE COMPANY OR ITS MEMBERS; (B) ACTS OR OMISSIONS
NOT
IN GOOD FAITH OR WHICH INVOLVE WILLFUL MISCONDUCT, GROSS
NEGLIGENCE, OR
KNOWING VIOLATION OF LAW; OR (C) A TRANSACTION OR TRANSACTIONS
FROM WHICH
THE PERSON SEEKING INDEMNIFICATION DERIVED IMPROPER PERSONAL
BENEFIT. THE
RIGHTS ACCRUING TO ANY PERSON UNDER THE FOREGOING PROVISIONS OF
THIS
ARTICLE SHALL NOT EXCLUDE ANY OTHER RIGHT TO WHICH HE OR SHE MAY BE
LAWFULLY ENTITLED, NOR SHALL ANYTHING HEREIN CONTAINED RESTRICT THE
RIGHT
OF THE COMPANY TO INDEMNIFY OR REIMBURSE SUCH PERSON IN ANY PROPER
CASE
EVEN THOUGH NOT SPECIFICALLY HEREIN PROVIDED FOR. THE COMPANY, ITS
MEMBERS
AND MANAGERS, SHALL BE FULLY PROTECTED IN TAKING ANY ACTION OR
MAKING ANY
PAYMENT UNDER THIS ARTICLE, OR IN REFUSING SO TO DO, IN RELIANCE

UPON THE
ADVICE OF COUNSEL.

6.6. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THE OPERATING
AGREEMENT

OF THE COMPANY, NO MEMBER SHALL SELL, TRANSFER, ASSIGN, OR OTHERWISE
DISPOSE OF ALL OR ANY PART OF HIS, HER, OR ITS MEMBERSHIP INTEREST NOW
OR

HEREAFTER OWNED AT ANY TIME TO ANY PERSON WITHOUT THE PRIOR
WRITTEN CONSENT

OF A MAJORITY OF THE MEMBERSHIP INTERESTS OF THE MEMBERS AND THE
COMPANY

UNLESS THE MEMBER DESIRING TO MAKE SUCH TRANSFER OR OTHER
DISPOSITION

(HEREINAFTER REFERRED TO AS THE "TRANSFEROR") SHALL HAVE FIRST MADE
AN

OFFER TO SELL SUCH MEMBERSHIP INTEREST TO THE OTHER MEMBERS AND, IF
APPLICABLE, TO THE COMPANY IN THE MANNER HEREINAFTER DESCRIBED.

6.6.1. IF ANY MEMBER SHALL AT ANY TIME DESIRE TO GIVE OR TO SELL ALL OR
ANY

PART OF HIS/HER/ITS MEMBERSHIP INTEREST, HE/SHE/IT SHALL FIRST OFFER THE
SAME TO THE OTHER MEMBERS AND SHALL NOTIFY THE OTHER MEMBERS IN
WRITING BY

CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTAGE PREPAID, STATING THE
AMOUNT OF MEMBERSHIP INTEREST INVOLVED IN THE PROPOSED SALE OR
TRANSFER,

THE TERMS OF SALE (OR TRANSFER IN THE CASE OF A GIFT), THE LOWEST PRICE
AT

WHICH SUCH MEMBERSHIP INTERESTS ARE TO BE DISPOSED OF (IN THE CASE OF
A

SALE), AND THE NAME OF THE PERSON OR ENTITY TO WHOM OR TO WHICH
THEY ARE TO

BE SOLD OR TRANSFERRED. WITHIN THIRTY (30) DAYS AFTER THE RECEIPT OF
SUCH

NOTICE, THE OTHER MEMBERS, ON A PRO RATA BASIS ACCORDING TO
MEMBERSHIP

INTERESTS OR SUCH OTHER BASIS AS THE OTHER MEMBERS MAY AGREE IN
WRITING,

MAY ELECT TO PURCHASE ALL, BUT NOT LESS THAN ALL, OF THE MEMBERSHIP
INTEREST OWNED BY THE TRANSFEROR. IF THE OTHER MEMBERS SHALL ELECT
TO

PURCHASE THE MEMBERSHIP INTERESTS SO OFFERED, THE OTHER MEMBERS
SHALL

FORTHWITH AND WITHIN SAID THIRTY (30) DAYS DELIVER IN PERSON TO SUCH
TRANSFEROR OR MAIL BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED,
POSTAGE

PREPAID, ADDRESSED TO HIM/HER/IT AT HIS/HER/ITS USUAL POST OFFICE ADDRESS
AS STATED ON THE BOOKS OF THE COMPANY, A NOTICE IN WRITING SIGNED BY SUCH
MEMBER, OF THE ELECTION OF THE MEMBER TO PURCHASE SUCH MEMBERSHIP INTEREST
ON SUCH TERMS AND AT SUCH PRICE (IN THE CASE OF A SALE) OR AT A PRICE EQUAL
TO THE BOOK VALUE OF SUCH MEMBERSHIP INTEREST AS OF SUCH DATE OF OFFER AS
REFLECTED ON THE BOOKS AND RECORDS OF THE COMPANY (IN THE CASE OF A GIFT).
THE MEMBER SHALL HAVE AN ADDITIONAL THIRTY (30) DAYS AFTER THE DATE OF SUCH
ELECTION TO PURCHASE TO MAKE PAYMENT IN ACCORDANCE WITH THE OPERATING
AGREEMENT OF THE COMPANY. THE TRANSFEROR MAY RECEIVE THE PURCHASE PRICE FOR
SUCH MEMBERSHIP INTEREST AT THE OFFICE OF THE COMPANY UPON TRANSFER TO THE
MEMBER OF THE MEMBERSHIP INTEREST SOLD.

6.6.2. IF SUCH OFFER IS NOT ACCEPTED BY THE OTHER MEMBERS, THE TRANSFEROR
SHALL OFFER THE MEMBERSHIP INTEREST TO THE COMPANY AND SHALL NOTIFY THE
COMPANY IN WRITING BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTAGE
PREPAID, STATING THE AMOUNT OF MEMBERSHIP INTEREST INVOLVED IN THE PROPOSED
SALE OR TRANSFER, THE TERMS OF SALE (OR TRANSFER IN THE CASE OF A GIFT), THE LOWEST PRICE AT WHICH SUCH MEMBERSHIP INTERESTS ARE TO BE
DISPOSED OF
(IN THE CASE OF A SALE), AND THE NAME OF THE PERSON OR ENTITY TO WHOM OR TO
WHICH THEY ARE TO BE SOLD OR TRANSFERRED. WITHIN THIRTY (30) DAYS AFTER THE
RECEIPT OF SUCH NOTICE, THE COMPANY MAY ELECT TO PURCHASE ALL, BUT NOT LESS
THAN ALL, OF THE MEMBERSHIP INTEREST OWNED BY THE TRANSFEROR. IF THE COMPANY SHALL ELECT TO PURCHASE THE MEMBERSHIP INTERESTS SO
OFFERED, THE
COMPANY SHALL FORTHWITH AND WITHIN SAID THIRTY (30) DAYS DELIVER IN PERSON
TO SUCH TRANSFEROR OR MAIL BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED,
POSTAGE PREPAID, ADDRESSED TO HIM/HER/IT AT HIS/HER/ITS USUAL POST

OFFICE

ADDRESS AS STATED ON THE BOOKS OF THE COMPANY, A NOTICE IN WRITING SIGNED

BY THE COMPANY, OF THE ELECTION OF THE COMPANY TO PURCHASE SUCH MEMBERSHIP

INTEREST ON SUCH TERMS AND AT SUCH PRICE (IN THE CASE OF A SALE) OR AT

A

PRICE EQUAL TO THE BOOK VALUE OF SUCH MEMBERSHIP INTEREST AS OF SUCH DATE

OF OFFER AS REFLECTED ON THE BOOKS AND RECORDS OF THE COMPANY (IN THE CASE

OF A GIFT). THE COMPANY SHALL HAVE AN ADDITIONAL THIRTY (30) DAYS AFTER THE

DATE OF SUCH ELECTION TO PURCHASE TO MAKE PAYMENT IN ACCORDANCE WITH THE

OPERATING AGREEMENT OF THE COMPANY. THE TRANSFEROR MAY RECEIVE THE PURCHASE

PRICE FOR SUCH MEMBERSHIP INTEREST AT THE OFFICE OF THE COMPANY UPON

TRANSFER TO THE COMPANY OF THE MEMBERSHIP INTEREST SOLD.

6.6.3. IF THE OFFER TO SELL IS NOT ACCEPTED BY THE OTHER MEMBERS OR BY THE

COMPANY, THE TRANSFEROR MAY MAKE A BONA FIDE TRANSFER TO THE PROSPECTIVE

TRANSFeree NAMED IN THE STATEMENT ATTACHED TO THE OFFER. THE TRANSFER TO

THE PROSPECTIVE TRANSFeree SHALL BE MADE ONLY IN STRICT ACCORDANCE WITH THE

TERMS THEREIN STATED. HOWEVER, IF THE TRANSFEROR SHALL FAIL TO MAKE SUCH

TRANSFER WITHIN THIRTY (30) DAYS FOLLOWING THE EXPIRATION OF THE APPLICABLE

TIME PERIOD FOR THE COMPANY TO ACCEPT AN OFFER TO SELL, SUCH MEMBERSHIP

INTEREST SHALL AGAIN BECOME SUBJECT TO ALL THESE RESTRICTIONS.

NOTWITHSTANDING THE FOREGOING, NOTHING CONTAINED HEREIN SHALL BE CONSTRUED

AS RELEASING ANY MEMBERSHIP INTEREST FROM ANY APPLICABLE STATE OR FEDERAL

LAWS OR REGULATIONS CONCERNING TRANSFER OF THE SAME. THE MEMBERSHIP

INTEREST TRANSFERRED IN ACCORDANCE WITH THE OPERATING AGREEMENT SHALL, TO

THE EXTENT PERMITTED BY LAW, CONTINUE TO BE SUBJECT TO THE TERMSHEREOF AND

THE TRANSFeree SHALL BE DEEMED A PARTY HERETO. UPON DELIVERY OF SUCH

MEMBERSHIP INTEREST, SUCH TRANSFEREE SHALL BE BOUND HEREBY AND SHALL, ON REQUEST OF THE COMPANY, EXECUTE SUCH ACKNOWLEDGMENT OR OTHER DOCUMENTATION AS THE COMPANY MAY REQUEST.

6.6.4. IF ANY TRANSFER OF MEMBERSHIP INTEREST IS MADE OR ATTEMPTED CONTRARY

TO THE PROVISIONS OF THE OPERATING AGREEMENT, THE OTHER MEMBERS AND THE

COMPANY SHALL HAVE THE SAME OPTIONS TO PURCHASE ALL OF THE MEMBERSHIP

INTEREST SO TRANSFERRED OR ATTEMPTED TO BE TRANSFERRED UNDER THE SAME TERMS

AND CONDITIONS PROVIDED IN THE OPERATING AGREEMENT. ANY SUCH OFFER TO SELL

OR OTHERWISE TRANSFER SHALL BE DEEMED TO HAVE BEEN MADE WHEN ALL OF THE

OTHER MEMBERS AND THE COMPANY RECEIVE ACTUAL NOTICE OF THE TRANSFER OR

ATTEMPTED TRANSFER. IF THE OTHER MEMBERS AND THE COMPANY DO NOT EXERCISE

THEIR RESPECTIVE OPTIONS REGARDING SUCH MEMBERSHIP INTEREST, NEITHER THE

MEMBER WHO TRANSFERRED OR ATTEMPTED TO TRANSFER SUCH MEMBERSHIP INTEREST,

NOR THE TRANSFEREE OR INTENDED TRANSFEREE, SHALL BE REQUIRED TO TRANSFER

ANY OF SUCH MEMBERSHIP INTEREST TO THE OTHER MEMBERS OR TO THE COMPANY;

PROVIDED; HOWEVER, THAT THE COMPANY MAY REFUSE TO RECOGNIZE ANY TRANSFEREE

AS ONE OF ITS MEMBERS FOR ANY PURPOSE, INCLUDING WITHOUT LIMITATION FOR

PURPOSES OF DISTRIBUTIONS AND VOTING RIGHTS, AND FOR PURPOSES OF ALLOCATION

OF INCOME, LOSSES, AND BUSINESS EXPENSES, UNTIL ALL APPLICABLE PROVISIONS

OF THE OPERATING AGREEMENT HAVE BEEN COMPLIED WITH TO THE SATISFACTION OF

THE COMPANY.

6.7. NO SINGLE MEMBER ACTING ALONE SHALL HAVE THE POWER OR AUTHORITY TO

BIND THE COMPANY TO ANY CONTRACT WITH A THIRD PARTY UNLESS SUCH CONTRACT

HAS BEEN APPROVED BY THE MEMBERS IN ACCORDANCE WITH THE OPERATING AGREEMENT.

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 22 Day of October, 2025 at 11:46:16 AM by the Authorized Person.

HAGOP S. JAWHARJIAN, ESQ.

Address of Authorized Signer:

380 ANGELL ROAD
LINCOLN, RI 02865

Form No. 400
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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:

October 22, 2025 11:45 AM

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

Gregg M. Amore
Secretary of State

