



State of Rhode Island
Office of the Secretary of State

Fee: \$50.00

Division Of Business Services
148 W. River Street
Providence RI 02904-2615
(401) 222-3040

Limited Liability Company
Articles of Amendment

(Section 7-16-12 of the General Laws of Rhode Island, 1956, as amended)

ARTICLE I

The name of the limited liability company is Falvey Ocean Marine, LLC

If the name is changing, state the new name: Falvey Specialty Marine, LLC

ARTICLE II

The Articles of Organization of the limited liability company as amended or restated to date are as follows, including, if applicable, a change made in Article I:

If the address of the principal office of the limited liability company is changing, so state:

No. and Street: 66 WHITECAP DRIVE

City or Town: NORTH KINGSTOWN State: RI Zip: 02852 Country: USA

If the company duration is changing, so state: Perpetual

If the company purpose is changing, so state:

If the management of the limited liability company is changing, modify the following section:

Members or Managers (check one)

The name and address of each manager (If LLC is managed by Members, DO NOT complete this section):

Title	Individual Name First, Middle, Last, Suffix	Address Address, City or Town, State, Zip Code, Country
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If there are any other provisions to be amended, so state:

EXHIBIT A

FALVEY SPECIALTY MARINE, LLC

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;

(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:

A. "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;

B. "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;

C. "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

D. "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.

III.

A. IF AND SO LONG AS THE LIMITED LIABILITY COMPANY IS MEMBER MANAGED AND THERE IS MORE THAN ONE MEMBER, NO SINGLE MEMBER ACTING ALONE SHALL HAVE THE POWER TO BIND THE LIMITED LIABILITY COMPANY TO ANY CONTRACT WITH A THIRD PARTY UNLESS SUCH CONTRACT HAS BEEN SPECIFICALLY OR GENERALLY APPROVED BY THE MEMBERS ACTING COLLECTIVELY OR AS OTHERWISE PROVIDED IN THE PROVISIONS OF THE LIMITED LIABILITY COMPANY'S OPERATING AGREEMENT.

B. IF AND SO LONG AS THE LIMITED LIABILITY COMPANY IS MANAGER-MANAGED AND THERE IS MORE THAN ONE MANAGER, NO SINGLE MANAGER ACTING ALONE SHALL HAVE THE POWER TO BIND THE LIMITED LIABILITY COMPANY TO ANY CONTRACT WITH A THIRD PARTY UNLESS SUCH CONTRACT HAS BEEN SPECIFICALLY OR GENERALLY APPROVED BY THE MANAGERS ACTING COLLECTIVELY OR AS OTHERWISE PROVIDED IN THE PROVISIONS OF THE LIMITED

ARTICLE III

The effective date of this Amendment, if later than the date of the filing of these Articles of Amendment (not prior to, nor more than 90 days after, the filing of these Articles of Amendment), is:

Later Effective Date: 12/10/2025

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 10 Day of December, 2025 at 4:01:53 PM by the Authorized Person.

CASEY M. CHARKOWICK, ESQ.

Falvey Ocean Marine, LLC

Form No. 401
Revised 09/07



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:

December 10, 2025 04:00 PM

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

Gregg M. Amore
Secretary of State

