



**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: Black Oak Construction, 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: 81 HARRISON STREET
City or Town: NORTH KINGSTOWN State: RI Zip: 02852

The name of the resident agent at such address is: ANDREW

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

a partnership a corporation disregarded as an entity separate from its member

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: 81 HARRISON STREET
City or Town: NORTH KINGSTOWN State: RI Zip: 02852 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:

OPERATING AGREEMENT

OF

BLACK OAK CONSTRUCTION, LLC

THIS OPERATING AGREEMENT (THE "AGREEMENT" OR "OPERATING AGREEMENT") IS

MADE AND ENTERED INTO AS OF THE 13TH DAY OF DECEMBER, 2022, BY ANDREW J

FREDERICKS, PRESENTLY OF 81 HARRISON STREET NORTH KINGSTOWN, RI 02852 (AJF) INDIVIDUALLY AND AS THE SOLE MEMBER OF BLACK OAK CONSTRUCTION, LLC

(EMBER"). A RHODE ISLAND LIMITED LIABILITY COMPANY (THE "COMPANY").

THE

MEMBER AND THE COMPANY HEREBY AGREES AS FOLLOWS:

ARTICLE I

NAME, PURPOSE, AND LOCATION

1.1. NAME. THE NAME OF THE COMPANY SHALL BE BLACK OAK CONSTRUCTION, LLC.

1.2. PURNOSE. THIS COMPANY HAS BEEN FORMED TO PROVIDE RESIDENTIAL AND

COMMERCIAL CONSTRUCTION AND RENOVATIONS, AND FOR ANY OTHER LAWFUL PURPOSE

OR PURPOSES FOR WHICH A LIMITED LIABILITY COMPANY MAY BE FORMED UNDER

CHAPTER 16 OF TITLE 7 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED, THE

COMPANY MAY ENGAGE IN ANY ACTIVITY OR ACTIVITIES THAT ARE DIRECTLY RELATED

TO THE ACCOMPLISHMENT OF SAID PURPOSE.

1 3. LOCATION. THE PRINCIPAL PLACE OF BUSINESS OF THE COMPANY SHALL BE LOCATED AT, 81 HARRISON STREET NORTH KINGSTOWN RI 02852.

ARTICLE 11

TERM, MEMBERSHIP, AND ORGANIZATION

2.1. TERM. THIS COMPANY COMMENCED UPON THE FILING OF ITS ARTICLES OF ORGANIZATION ON JUNE 19, 2017 AND SHALL CONTINUE UNTIL SUCH TIME AS IT SHALL BE TERMINATED UNDER THE PROVISIONS OF ARTICLE XI HEREOF.

2.2. MEMBERS. THE NAME AND ADDRESS OF EACH OF THE MEMBERS OF THIS COMPANY

ARE AS FOLLOWS: (I) ANDREW J FREDERICKS, OF 81 HARRISON STREET, NORTH KINGSTOWN, RI 02852.

2.3. RESIDENT ANENT. THE NAME AND BUSINESS ADDRESS OF THE RESIDENT AGENT

FOR THE COMPANY IS: ANDREW J FREDERICKS., OF 81 HARRISON STREET NORTH KINGSTOWN, RI 02852.

2.4. FORMATION. PURSUANT TO THE RHODE ISLAND LIMITED LIABILITY

COMPANY ACT,

R.I.G.L.7-16-1 ET SECE. (THE "ACT"), THE PARTIES HERETO HAVE FORMED A RHODE

ISLAND LIMITED LIABILITY COMPANY EFFECTIVE ON THE FILING OF THE ARTICLES OF

ORGANIZATION OF THE COMPANY WITH THE RHODE ISLAND SECRETARY OF STATE. THE

PARTIES HERETO SHALL IMMEDIATELY, AND FROM TIME TO TIME HEREAFTER AS MAY BE

REQUIRED BY LAW, EXECUTE ALL AMENDMENTS OF THE ARTICLES OF ORGANIZATION AND

DO ALL FILING, RECORDING, AND OTHER ACTS AS MAY BE APPROPRIATE TO COMPLY

WITH THE OPERATION OF THE COMPANY UNDER THE ACT.

2.5. OPERATION. IT IS THE INTENT OF THE MEMBER THAT THE COMPANY SHALL ALWAYS BE OPERATED IN A MANNER CONSISTENT WITH ITS TREATMENT AS AN ENTITY

INDISTINCT FROM ITS OWNER SOLELY FOR FEDERAL AND STATE INCOME TAX PURPOSES.

ARTICLE III

DEFINITIONS

WHENEVER USED IN THIS AGREEMENT, THE FOLLOWING TERMS SHALL HAVE THE

FOLLOWING MEANINGS UNLESS THE CONTEXT CLEARLY INDICATES OTHERWISE:

3.1. "ACT" SHALL MEAN THE RHODE ISLAND LIMITED LIABILITY COMPANY ACT, R.I.G.L. L) TJ 7-16-1 ET ~SE., AS AMENDED FROM TIME TO TIME.

3.2. "AGREEMENT" SHALL MEAN THIS WRITTEN OPERATING AGREEMENT. NO OTHER

DOCUMENT OR ORAL AGREEMENT AMONG THE MEMBERS SHALL BE TREATED AS PART OF OR

SUPERSEDING THIS AGREEMENT UNLESS IT EXPRESSLY SO PROVIDES, IS REDUCED TO

WRITING, AND HAS BEEN SIGNED BY A MAJORITY OF THE MEMBERSHIP INTERESTS OF

THE MEMBERS.

3.3. "BANKRUPTCY" SHALL MEAN: (I) THE FILING BY A MEMBER OF A VOLUNTARY

PETITION UNDER ANY BANKRUPTCY OR INSOLVENCY LAW, OR A VOLUNTARY PETITION

FOR THE APPOINTMENT OF A RECEIVER OF ALL OR ANY PART OF THE ASSETS OF A

MEMBER, OR THE MAKING BY A MEMBER OF AN ASSIGNMENT FOR THE BENEFIT OF

CREDITORS; OR (II) THE SUBJECTING OF A MEMBER INVOLUNTARILY TO SUCH A PETITION OR ASSIGNMENT, OR TO AN ATTACHMENT OR OTHER LEGAL OR EQUITABLE

INTEREST WITH RESPECT TO HIS, HER, OR ITS MEMBERSHIP INTEREST (INCLUDING A PURCHASER AT ANY CREDITOR'S OR COURT SALE, A TRANSFEREE PURSUANT TO A DIVORCE, OR ANY LIKE CREDITOR PURCHASE, CONVERSION, OR ATTACHMENT) IF SUCH INVOLUNTARY PETITION OR ASSIGNMENT OR ATTACHMENT IS NOT DISCHARGED WITHIN FORTY-FIVE (45) DAYS AFTER ITS DATE OF FILING.

3.4. "CAPITAL ACCOUNT" SHALL MEAN THE ACCOUNT ESTABLISHED AND MAINTAINED FOR THE MEMBER IN ACCORDANCE WITH THIS AGREEMENT AND APPLICABLE LAW AND REGULATIONS, SPECIFICALLY INCLUDING APPLICABLE TREASURY REGULATIONS.

35. "CAPITAL CONTRIBUTION" OR "CONTRIBUTION" SHALL MEAN ANY CONTRIBUTION TO THE CAPITAL OF THE COMPANY IN CASH, PROPERTY, SERVICES RENDERED, OR A PROMISSORY NOTE OR OTHER BINDING OBLIGATION TO CONTRIBUTE CASH OR PROPERTY, OR TO PERFORM SERVICES BY THE MEMBER WHENEVER MADE, EACH OF THE FOREGOING TO BE MADE AND ACCOUNTED FOR IN ACCORDANCE WITH APPLICABLE LAW.

3.6. "CODE" SHALL MEAN THE INTERNAL REVENUE CODE OF 1986, AS AMENDED FROM TIME TO TIME, AND ANY SUCCESSOR THERETO.

3.7. "COMPANY" SHALL REFER TO BLACK OAK CONSTRUCTION, LLC.

3.S. "DISASSOCIATION/DISASSOCIATED MEMBER" SHALL MEAN AND INCLUDE WHEN THE COMPANY HAS KNOWLEDGE OF ANY TERMINATION OF ASSOCIATION OF A MEMBER WITH

THE COMPANY DUE TO DEATH, TOTAL DISABILITY, INSANITY, BANKRUPTCY, WITHDRAWAL, RETIREMENT, RESIGNATION, DISASSOCIATION, DISSOLUTION, MERGER,

SALE OF SUBSTANTIALLY ALL OF THE ASSETS, CHANGE IN MAJORITY OWNERSHIP OR CONTROL, OR AS OTHERWISE SPECIFIED IN SECTION 11.1(3).

3.9. "FISCAL YEAR" SHALL MEAN THE COMPANY'S FISCAL YEAR, WHICH SHALL BEGIN ON JANUARY 1 AND END ON DECEMBER 31 OF EACH YEAR.

3.10. "INITIAL CAPITAL CONTRIBUTION" SHALL MEAN THE INITIAL CONTRIBUTIONS

TO THE CAPITAL OF THIS COMPANY MADE PURSUANT TO SECTION 4.1 OF THIS AGREEMENT.

3.11. "LOSSES" SHALL MEAN, FOR EACH FISCAL YEAR, THE LOSSES AND DEDUCTIONS OF THE COMPANY DETERMINED IN ACCORDANCE WITH ACCOUNTING

PRINCIPLES

CONSISTENTLY APPLIED FROM YEAR TO YEAR UNDER THE CASH METHOD OF ACCOUNTING

AND AS REPORTED, SEPARATELY OR IN THE AGGREGATE AS APPROPRIATE, ON THE

COMPANY'S TAX RETURN FILED FOR FEDERAL INCOME TAX PURPOSES, PLUS ANY

EXPENDITURES DESCRIBED IN SECTION 705(A)(2)(B) OF THE CODE.

3.12. "MANAGER" SHALL MEAN THOSE PERSON(S) SO ELECTED AS IVIANAGER(S) BY

THE MEMBER HEREUNDER, IF ANY, AND SHALL ALSO HAVE THE MEANING DESIGNATED IN

THE ACT.

3.13. "MEMBER" SHALL MEAN AJF, AND EACH PERSON WHO MAY HEREAFTER BECOME AN

ADDITIONAL MEMBER OR SUBSTITUTE MEMBER IN ACCORDANCE WITH THE PROVISIONS OF

THIS AGREEMENT AND AS REFLECTED ON THE BOOKS AND RECORDS OF THE COMPANY.

3.14. "MEMBERSHIP INTEREST" SHALL MEAN THE OWNERSHIP INTEREST OF A MEMBER

IN THE COMPANY AS RECORDED AND REFLECTED ON THE BOOKS AND RECORDS OF THE

COMPANY AND AS SET FORTH ON EXHIBIT A ATTACHED HERETO AND MADE A PART

HEREOF AS THE SAME MAY BE AMENDED FROM TIME TO TIME. ANY MEMBERSHIP

INTERESTS HEREUNDER, FOR PURPOSES OF THIS AGREEMENT AND THE COMPANY, AND

FOR ANY OTHER PURPOSE, ARE DEEMED TO BE PERSONAL PROPERTY. THE TERM "MEMBERSHIP INTEREST" SHALL BE MEANT TO ENCOMPASS AND INCLUDE

BOTH

FINANCIAL RIGHTS OF MEMBERS AS DESCRIBED IN ARTICLE IV AND ARTICLE V HEREOF

AND GOVERNANCE RIGHTS AS DESCRIBED IN ARTICLE VI AND ARTICLE VLL HEREOF.

3.15. NNUN-RESIDENT MEMBER" SHALL MEAN ANY MEMBER WHO IS NOT A LEGAL

RESIDENT OF THE STATE OF RHODE ISLAND AS DEFINED BY APPLICABLE LAW AND

REGULATION.

3.16 "ORGANIZATION EXPENSES" SHALL MEAN THOSE EXPENSES INCURRED IN CONNECTION WITH THE FORMATION OF THE COMPANY.

3.17. "PERSON" SHALL MEAN ANY INDIVIDUAL AND ANY LEGAL ENTITY, AND THEIR

RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES.

SUCCESSORS, AND ASSIGNS.

3.18. RESERVED.

3.19. "PRIME RATE" SHALL MEAN THE BASE RATE ON CORPORATE LOANS POSTED BY AT LEAST 75% OF THE NATION'S THIRTY LARGEST BANKS AS PUBLISHED FROM TIME TO TIME BY THE WALL STREET JOURNAL. IF THE "PRIME RATE" CANNOT BE DETERMINED BY THE PRECEDING PARAGRAPH, THEN THE TERM "PRIME RATE" SHALL MEAN THE HIGHEST PER ANNUM RATE OF INTEREST THEN MOST RECENTLY QUOTED AS THE "BANK PRIME LOAN" IN STATISTICAL RELEASE H.15 (519) PUBLISHED FROM TIME TO TIME BY THE FEDERAL RESERVE BOARD OR ANY SUCCESSOR PUBLICATION OF THE BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM.

3.2(J). "PROFITS" SHALL MEAN, FOR EACH FISCAL YEAR, THE INCOME AND GAINS OF THE COMPANY DETERMINED IN ACCORDANCE WITH ACCOUNTING PRINCIPLES CONSISTENTLY APPLIED FROM YEAR TO YEAR UNDER THE CASH METHOD OF ACCOUNTING AND AS REPORTED, SEPARATELY OR IN THE AGGREGATE AS APPROPRIATE, ON THE COMPANY'S TAX RETURN FILED FOR FEDERAL INCOME TAX PURPOSES, PLUS ANY INCOME DESCRIBED IN SECTION 705(A)(L)(B) OF THE CODE.

3.21. "RESERVES" MEANS, WITH RESPECT TO ANY FISCAL PERIOD, FUNDS SET ASIDE OR AMOUNTS ALLOCATED DURING SUCH PERIOD TO RESERVES WHICH SHALL BE MAINTAINED IN AMOUNTS REASONABLY DEEMED SUFFICIENT BY THE MEMBERS IN ACCORDANCE HEREWITH FOR WORKING CAPITAL AND TO PAY TAXES, INSURANCE, DEBT SERVICE, OR OTHER COSTS OR EXPENSES INCIDENT TO THE OWNERSHIP OR OPERATION OF THE COMPANY'S BUSINESS.

3.22. "TOTALLY DISABLED/TOTAL DISABILITY" SHALL HAVE THE FOLLOWING MEANING:

A MEMBER SHALL BE DEEMED TO BE TOTALLY DISABLED OR TO HAVE REALIZED A TOTAL DISABILITY IN THE EVENT THAT THE MEMBER SHALL HAVE BECOME SO INCAPACITATED BY A MENTAL OR PHYSICAL IMPAIRMENT AS TO BE UNABLE TO CARRY ON SUBSTANTIALLY ALL OF HIS OR HER NORMAL DUTIES FOR THE COMPANY OR TO ACTIVELY PARTICIPATE IN AND CONTRIBUTE TO THE CONDUCT OF THE AFFAIRS

OF THE

COMPANY FOR THREE HUNDRED SIXTY FIVE (365) DAYS, WHETHER OR NOT
CONSECUTIVE, DURING ANY FIGHTEEN (18) MONIH PERIOD. IN CALCULATING
SUCH A

CONTINUOUS PERIOD OF INCAPACITATION, IF ANY TWO (2) OR MORE PERIODS
OF

INCAPACITATION ARE NOT SEPARATED BY A RETURN TO NORMAL DUTIES OF AT
LEAST

SIXTY

(60) CONSECUTIVE DAYS, THEN SUCH PERIODS OF INCAPACITATION SHALL BE
DEEMED

TO BE ONE CONTINUOUS PERIOD. ANY SUCH INCAPACITATION SHALL BE
ATTESTED TO

IN WRITING BY SUCH MEMBER'S TREATING PHYSICIAN AND, AT THE COMPANY*S
OPTION, BY NO LESS THAN TVVO (2) INDEPENDENT PHYSICIANS REASONABLY
ACCEPTABLE TO THE COMPANY. IN THE EVENT OF A DISPUTE HEREUNDER AS TO
WHETHER OR NOT A MEMBER HAS BECOME TOTALLY DISABLED, OR HAS
REALIZED A

TOTAL DISABILITY, ANY AND ALL SUCH DISPUTES SHALL BE RESOLVED BY
ARBITRATION UNDER THE THEN PERTAINING COMMERCIAL ARBITRATION
RULES OF THE

AMERICAN ARBITRATION ASSOCIATION. SUCH ARBITRATION SHALL BE
CONDUCTED IN

THE PROVIDENCE, RHODE ISLAND VICINITY. EACH PARTY TO SUCH DISPUTE
SHALL PAY

HIS OR HER OWN FEES AND COSTS AS RELATED THERETO, BUT THE EXPENSES OF
ANY

SUCH ARBITRATION PROCEEDING ITSELF SHALL BE BORNE EQUALLY BY THE
PARTIES TO

SUCH DISPUTE. THE DECISION OF THE ARBITRATOR SHALL BE FINAL AND
BINDING ON

THE PARTIES HERETO. A JUDGMENT ON THE AWARD OF SUCH ARBITRATION
MAY BE

ENTERED IN ANY COURT OF COMPETENT JURISDICTION.

3.23. "TREASURY REGULATIONS" SHALL MEAN ANY AND ALL REGULATIONS
ISSUED

UNDER THE CODE.

3.24. "WITHDRAWAL" SHALL MEAN THE COMPLETE AND TOTAL WITHDRAWAL OF
A MEMBER

FROM ANY PARTICIPATION IN THE AFFAIRS OF THE COMPANY WHETHER AS AN
OFFICER,

EMPLOYEE, AGENT, OR MANAGER, INCLUDING BUT NOT LIMITED TO
TERMINATION OF

EMPLOYMENT.

3.25. "WITHDRAWAL EVENT" SHALL MEAN THOSE EVENTS AND CIRCUMSTANCES
LISTED

IN SECTION 11.1(3) HEREOF AND IN SECTION 7-16-39 OF THE ACT.

ARTICLE IV

CAPITALIZATION/FINANCIAL RIGHTS

4.1. INITIAL CAPITAL CONTRIBUTIONS. THE MEMBER SHALL MAKE INITIAL CAPITAL

CONTRIBUTIONS TO THE COMPANY AS OF THE DATE OF FORMATION AS PROVIDED ON

EXHIBIT A ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN.

4.2. CAPITAL ACCOUNTS.

4.2.1. DEBITS AND CREDITS. A SEPARATE CAPITAL ACCOUNT SHALL BE MAINTAINED

FOR THE MEMBER IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF THE TREASURY

REGULATIONS.

4.2.1.1. THE MEMBER'S CAPITAL ACCOUNT SHALL BE CREDITED WITH THE MEMBER'S

CAPITAL CONTRIBUTIONS, THE MEMBER'S DISTRIBUTIVE SHARE OF PROFITS ALLOCATED

TO THE MEMBER IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT. ANY

ITEMS IN THE NATURE OF INCOME OR GAIN THAT ARE SPECIFICALLY ALLOCATED

PURSUANT TO ARTICLE V HEREOF, AND THE AMOUNT OF ANY COMPANY LIABILITIES

THAT ARE ASSUMED BY THE MEMBER OR THAT ARE SECURED BY ANY COMPANY PROPERTY

DISTRIBUTED TO THE MEMBER.

4.2.1.2. THE MEMBER'S CAPITAL ACCOUNT SHALL BE DEBITED BY THE AMOUNT OF

CASH

DISTRIBUTED TO THE MEMBER IN ACCORDANCE WITH THIS AGREEMENT, THE GROSS

ASSET VALUE OF ANY OTHER COMPANY PROPERTY DISTRIBUTED TO THE MEMBER

PURSUANT TO ANY PROVISION OF THIS AGREEMENT, THE MEMBER'S DISTRIBUTIVE

SHARE OF LOSSES ALLOCATED TO THE MEMBER IN ACCORDANCE WITH THIS AGREEMENT.

ANY ITEMS IN THE NATURE OF EXPENSES OR LOSSES THAT ARE SPECIFICALLY ALLOCATED PURSUANT TO SECTION 5.1, AND THE AMOUNT OF ANY LIABILITIES OF THE

MEMBER THAT ARE ASSUMED BY THE COMPANY OR THAT ARE SECURED BY ANY PROPERTY

CONTRIBUTED BY THE MEMBER TO THE COMPANY. THE MEMBER SHALL NOT BE LIABLE TO

FUND ANY DEFICIT IN THE MEMBER'S CAPITAL ACCOUNT AT ANY TIME.

4.2.1.3. IN THE EVENT ANY INTEREST IN THE COMPANY IS TRANSFERRED IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, THE TRANSFEREE SHALL SUCCEED TO THE CAPITAL ACCOUNT OF THE TRANSFEROR (AS DEFINED IN SECTION G. I) TO THE EXTENT IT RELATES TO THE TRANSFERRED INTEREST.

4.3. INTERPRETATION AND CHANGES. THE FOREGOING PROVISIONS AND THE OTHER PROVISIONS OF THIS AGREEMENT RELATING TO THE MAINTENANCE OF CAPITAL ACCOUNTS ARE INTENDED TO COMPLY WITH THE CODE AND APPLICABLE TREASURY REGULATIONS AND SHALL BE INTERPRETED AND APPLIED IN A MANNER CONSISTENT THEREWITH.

4.4. NO RIGHT OF REDEMPTION OR RETURN OF CONTRIBUTION. NO MEMBER SHALL HAVE A RIGHT TO HAVE HIS, HER, OR ITS MEMBERSHIP INTEREST REDEEMED OR TO HAVE ANY CAPITAL CONTRIBUTIONS OR ADDITIONAL CAPITAL CONTRIBUTIONS RETURNED PRIOR TO TERMINATION OF THE COMPANY, EVEN IF SUCH MEMBER DISASSOCIATES PRIOR TO TERMINATION OF THE COMPANY. EVEN AT TERMINATION OF THE COMPANY, ANY RIGHT TO REDEMPTION OR RETURN OF CONTRIBUTIONS IS SUBJECT TO ARTICLE X AND ARTICLE XL HEREOF.

ARTICLE V PROFITS, LOSSES, DISTRIBUTIONS, AND FINANCES/FINANCIAL RIGHTS
5.1. PROFITS AND LOSSES. PROFITS AND LOSSES REALIZED BY THE COMPANY SHALL BE SHARED ON A PRO RATA BASIS BY THE MEMBER ACCORDING TO HIS, HER, OR ITS MEMBERSHIP INTERESTS.

5.2. ADDITIONAL CASH DISTRIBUTIONS. AFTER ALL CURRENT OBLIGATIONS OF THE COMPANY ARE PAID, OR PAYMENT THEREFORE IS PROVIDED FOR, CASH DISTRIBUTIONS MAY BE MADE TO THE MEMBER IN ACCORDANCE WITH HIS/HER MEMBERSHIP INTERESTS OR ON ANY OTHER BASIS AS THE MEMBERS SHALL AGREE AS PROVIDED HEREIN.

5.3. LIMITATION ON DISTRIBUTIONS. NO DISTRIBUTION SHALL BE DECLARED AND PAID UNLESS, AFTER THE DISTRIBUTION IS MADE, THE ASSETS OF THE COMPANY ARE

IN EXCESS OF ALL LIABILITIES OF THE COMPANY, AND CASH ON-HAND IS ADEQUATE TO MEET THE CURRENT OBLIGATIONS OF THE COMPANY AS THEY BECOME DUE AND PAYABLE.

5.4. ACCOUNTING METHOD. THE BOOKS AND RECORDS OF ACCOUNTS OF THE COMPANY SHALL BE MAINTAINED IN ACCORDANCE WITH THE CASH METHOD OF ACCOUNTING.

5.5. ACCOUNTING PERIOD AND FISCAL YEAR. THE COMPANY'S ACCOUNTING PERIOD AND FISCAL YEAR SHALL BEGIN ON JANUARY 1 AND SHALL END ON DECEMBER 31 OF EACH YEAR.

5.6. RECORDS, STATEMENTS, AND REPORTS. AT THE EXPENSE OF THE COMPANY, THE MEMBER SHALL MAINTAIN RECORDS AND ACCOUNTS OF ALL OPERATIONS AND EXPENDITURES OF THE COMPANY. AT A MINIMUM, THE COMPANY SHALL KEEP AT ITS PRINCIPAL PLACE OF BUSINESS ANY RECORDS REQUIRED TO BE MAINTAINED PURSUANT TO THE ACT.

5.7. BANK ACCOUNTS. THE MEMBER MAY FROM TIME TO TIME OPEN BANK ACCOUNTS IN THE NAME OF THE COMPANY, AND THE MEMBER, OR THE MANAGER IF THE MEMBER SHALL SO ELECT, SIGNING SINGLY SHALL BE THE SOLE SIGNATORY THEREOF.

5.8. RETURNS AND OTHER ELECTIONS. THE MANAGER SHALL CAUSE THE PREPARATION AND TIMELY FILING OF ALL TAX RETURNS REQUIRED TO BE FILED BY THE COMPANY PURSUANT TO THE CODE AND ALL OTHER TAX RETURNS DEEMED NECESSARY AND REQUIRED IN EACH JURISDICTION IN WHICH THE COMPANY DOES BUSINESS.

5.9. NON-RESIDENT MEMBERS. ANY NON-RESIDENT MEMBER AGREES TO PAY INCOME TAX ON HIS, HER, OR ITS SHARE OF THE COMPANY'S INCOME DERIVED FROM OR ATTRIBUTABLE TO SOURCES WITHIN RHODE ISLAND AND TO INDEMNIFY AND HOLD THE COMPANY HARMLESS FROM ANY LIABILITY OF THE COMPANY ARISING UNDER RJ 7-16-73 OF THE ACT OR OTHERWISE RELATED THERETO. EACH NON-RESIDENT MEMBER SHALL EXECUTE AND RETURN TO THE COMPANY, SIMULTANEOUSLY WITH THE EXECUTION HEREOF, THE AGREEMENT REGARDING RHODE ISLAND TAX LIABILITY

ATTACHED HERETO

AS EXHIBIT B.

ARTICLE VI

MANAGEMENT BY MANAGERS/GOVERNANCE RIGHTS

6.L MANAGEMENT. THE BUSINESS AND AFFAIRS OF THE COMPANY SHALL BE
MANAGED BY

ONE (I) OR MORE MANAGERS AS MAY BE ELECTED BY THE MEMBER AT EACH
ANNUAL

MEETING, OR A SPECIAL MEETING IF APPLICABLE, OF THE MEMBER.

FOLLOWING SUCH

ELECTION, EACH MANAGER SHALL SERVE UNTIL RESIGNATION, REMOVAL, OR
ELECTION

OF A SUCCESSOR, AS APPLICABLE. A MANAGER MAY, BUT NEED NOT, BE A
MEMBER.

THE MANAGERS SHALL COLLECTIVELY, OR IN SUCH OTHER MANNER AS THEY OR
THE

MEMBER MAY DETERMINE, DIRECT, MANAGE, AND CONTROL THE BUSINESS OF
THE

COMPANY TO THE BEST OF THEIR ABILITY AND SHALL HAVE FULL AND
COMPLETE

AUTHORITY, POWER, AND DISCRETION TO MAKE ANY AND ALL DECISIONS AND
TO DO

ANY AND ALL THINGS WHICH THE MANAGERS OR THE MEMBER SHALL DEEM
TO BE

REASONABLY REQUIRED TO ACCOMPLISH THE BUSINESS AND PURPOSE OF THE
COMPANY.

ANY COMPENSATION OF MANAGERS FOR SERVING AS SUCH SHALL BE BY
SEPARATE

AGREEMENT OF ENGAGEMENT APPROVED IN WRITING BY THE MEMBERS.

6.2. CERTAIN POWERS OF THE MANAGERS. WITHOUT LIMITING THE GENERALITY
OF

SECTION 6.1, THE MANAGERS SHALL HAVE, ON BEHALF OF THE COMPANY, THE
FOLLOWING POWERS: (1) TO PURCHASE LIABILITY AND OTHER INSURANCE TO

PROTECT

THE COMPANY'S PROPERTY AND BUSINESS; (2) TO HOLD AND OWN ANY REAL
AND/OR

PERSONAL PROPERTY IN THE NAME OF THE COMPANY; (3) TO INVEST ANY
COMPANY

FUNDS TEMPORARILY IN INVESTMENT VEHICLES INCLUDING, BUT NOT LIMITED
TO,

TIME DEPOSITS, SHORT-TERM GOVERNMENTAL OBLIGATIONS, COMMERCIAL
PAPER, OR

OTHER INVESTMENTS; (4) TO EXECUTE ON BEHALF OF THE COMPANY ANY AND
ALL

INSTRUMENTS AND DOCUMENTS; (5) TO EMPLOY ACCOUNTANTS, LEGAL
COUNSEL, AND

OTHER PROFESSIONALS TO PERFORM SERVICES FOR THE COMPANY-, (6) TO ENTER INTO ANY AND ALL AGREEMENTS ON BEHALF OF THE COMPANY WITH ANY OTHER PERSON FOR ANY PURPOSE APPROVED BY THE MEMBER; AND (7) TO DO AND PERFORM ALL OTHER ACTS APPROVED BY THE MEMBER AS MAY BE NECESSARY OR APPROPRIATE TO CONDUCT THE COMPANY'S BUSINESS.

6.3. MANAGERS HAVE NO EXCLUSIVE DUTY TO COMPANY. THE MANAGERS SHALL NOT BE REQUIRED TO MANAGE THE COMPANY AS THEIR SOLE AND EXCLUSIVE FUNCTION AND MAY HAVE OTHER BUSINESS INTERESTS AND ENGAGE IN OTHER ACTIVITIES IN ADDITION TO THOSE RELATING TO THE COMPANY.

6.4. ANNUAL MEETING AND ANNUAL MEETING OF THE MANAGERS SHALL BE HELD IMMEDIATELY FOLLOWING THE ANNUAL MEETING OF MEMBERS IN EACH YEAR FOR THE TRANSACTION OF SUCH BUSINESS AS MAY COME BEFORE THE MEETING. MEETINGS OF THE MANAGERS, WHETHER REGULAR OR SPECIAL, MAY BE HELD BY MEANS OF A TELEPHONE CONFERENCE, VIDEO CONFERENCE, WEB CONFERENCE, OR OTHER MEANS OF ELECTRONIC OR REMOTE COMMUNICATION, AND CONNECTION TO SUCH CONFERENCE SHALL CONSTITUTE PRESENCE AT ANY SUCH MEETING. THE COMPANY SHALL: (I) TAKE REASONABLE MEASURES TO VERIFY THAT EACH PERSON DEEMED PRESENT AND PERMITTED TO VOTE AT THE MEETING BY MEANS OF REMOTE COMMUNICATION IS A MANAGER; (II) TAKE REASONABLE MEASURES TO PROVIDE SUCH MANAGER A REASONABLE OPPORTUNITY TO PARTICIPATE IN THE MEETING AND TO VOTE ON MATTERS SUBMITTED TO THE MANAGERS, INCLUDING AN OPPORTUNITY TO READ OR HEAR THE PROCEEDINGS OF THE MEETING SUBSTANTIALLY CONCURRENTLY WITH SUCH PROCEEDINGS; AND (III) MAINTAIN A RECORD OF ALL VOTES OR OTHER ACTIONS SO TAKEN.

6.5. SPECIAL MEETINGS. SPECIAL MEETINGS OF THE MANAGERS, FOR ANY PURPOSE OR PURPOSES, UNLESS OTHERWISE PRESCRIBED BY STATUTE, MAY BE CALLED FROM TIME TO TIME BY ANY MANAGER.

6.6. PLACE OF MEETINGS. THE MANAGERS MAY DESIGNATE ANY PLACE WITHIN

OR

WITHOUT THE STATE OF RHODE ISLAND AS THE MEETING PLACE FOR ANY MEETING OF THE MANAGERS. IF NO DESIGNATION IS MADE, OR IF A SPECIAL MEETING IS OTHERWISE CALLED, THE MEETING SHALL BE HELD AT THE PRINCIPAL OFFICE OF THE COMPANY.

6.7. NOTICE OF MEETINGS. EXCEPT AS PROVIDED IN SECTION 6.8, WRITTEN NOTICE

STATING THE PLACE, DAY, AND HOUR OF THE MEETING AND THE PURPOSE OR PURPOSES

FOR WHICH THE MEETING IS CALLED SHALL BE DELIVERED NOT LESS THAN TEN (10)

IN THE CASE OF A GENERAL MEETING OR THREE (3) IN THE CASE OF A SPECIAL MEETING, NOR MORE THAN THIRTY (30) DAYS BEFORE THE DATE OF THE MEETING,

EITHER PERSONALLY OR BY MAIL, BY OR AT THE DIRECTION OF THE PERSON CALLING

THE MEETING, TO EACH MANAGER ENTITLED TO VOTE AT SUCH MEETING. IF MAILED,

SUCH NOTICE SHALL BE DEEMED TO BE DELIVERED THREE (3) CALENDAR DAYS A(TER

BEING DEPOSITED IN THE UNITED STATES MAIL,

ADDRESSED TO THE MANAGER AT HIS, HER OR ITS ADDRESS AS IT APPEARS ON THE

BOOKS OF THE COMPANY, WITH POSTAGE THEREON PREPAID.

6.8. MEETING OF ALL MANAGERS. IF ALL OF THE MANAGERS SHALL MEET AT ANY TIME

AND AT ANY PLACE, EITHER WITHIN OR WITHOUT THE STATE OF RHODE ISLAND, AND

CONSENT TO THE HOLDING OF A MEETING AT SUCH TIME AND PLACE, SUCH MEETING

SHALL BE VALID WITHOUT CALL OR NOTICE, AND AT SUCH MEETING LAWFUL ACTIONS

MAY BE TAKEN.

6.9. RECORD DATE. FOR THE PURPOSE OF DETERMINING MANAGERS ENTITLED TO

NOTICE OF OR TO VOTE AT ANY MEETING OF MANAGERS OR ANY ADJOURNMENT THEREOF,

OR IN ORDER TO MAKE A DETERMINATION OF MANAGERS FOR ANY OTHER PURPOSE, THE

DATE ON WHICH NOTICE OF THE MEETING IS MAILED SHALL BE THE RECORD DATE FOR

SUCH DETERMINATION OF MANAGERS. WHEN A DETERMINATION OF MANAGERS ENTITLED

TO VOTE AT ANY MEETING OF MANAGERS HAS BEEN MADE AS PROVIDED IN

THIS

SECTION 6.9, SUCH DETERMINATION SHALL APPLY TO ANY ADJOURNMENT THEREOF.

6.10. QUORUM. A MAJORITY OF THE MANAGERS, REPRESENTED IN PERSON OR BY PROXY, SHALL BE REQUIRED TO CONSTITUTE A QUORUM AT ANY MEETING OF MANAGERS.

6.11. MANNER OF ACTING. IF A QUORUM IS PRESENT, THE AFFIRMATIVE VOTE OF A

MAJORITY OF THE MANAGERS SHALL BE THE ACT OF THE COMPANY, UNLESS THE VOTE

OF A GREATER PROPORTION OR NUMBER IS OTHERWISE REQUIRED BY THE ACT, BY THE

ARTICLES OF ORGANIZATION, OR BY THIS AGREEMENT. EACH MANAGER SHALL BE

ENTITLED TO ONE (1) VOTE.

6.11.1. ACTIONS FOR WHICH CONSENT OF MEMBERS REQUIRED, IN ADDITION TO ANY

REQUIREMENTS OF APPLICABLE LAW, THE MAJORITY CONSENT OF THE MEMBERSHIP

INTERESTS OF THE MEMBERS SHALL BE REQUIRED TO AUTHORIZE THE FOLLOWING

ACTIONS: (A) COMPANY BORROWING, EXPENDITURES, OR OBLIGATIONS IN EXCESS OF

TEN THOUSAND DOLLARS (\$10,000) IN ANY ONE INSTANCE OR TWENTY FIVE THOUSAND

DOLLARS (\$25,000) IN ANY ONE (1) FISCAL YEAR; (B) THE TERMINATION OF EMPLOYMENT OF ANY EMPLOYEE-MEMBER OF THE COMPANY; (C) BORROWING MONEY FROM

AND ENTERING INTO OTHER TRANSACTIONS WITH A MEMBER OR MANAGER; (C) THE

DISSOLUTION, LIQUIDATION, AND/OR WINDING UP OF THE COMPANY; (D) THE SALE,

EXCHANGE, LEASE, MORTGAGE, PLEDGE, OR OTHER TRANSFER OR ENCUMBRANCE OF ALL

OR SUBSTANTIALLY ALL OF THE COMPANY'S ASSETS; (E) THE MERGER OR CONSOLIDATION OF THE COMPANY WITH ANY OTHER PERSON OR PERSONS; (1) ANY

RESTATEMENT OR AMENDMENT OF THE ARTICLES OF ORGANIZATION OF THE COMPANY OR

OF THIS AGREEMENT; (G) THE REMOVAL OR ADDITION OF ANY MEMBER OR MANAGER;

AND (H) THE VOLUNTARY TRANSFER, SALE, GIFT, OR CONVEYANCE OF ALL OR ANY

PORTION OF A MEMBER'S MEMBERSHIP INTERESTS IN THE COMPANY EXCEPT AS SPECIFICALLY PROVIDED FOR OTHERWISE HEREIN.

6.12. PROXIES. AT ALL MEETINGS OF MANAGERS, A MANAGER MAY VOTE IN

PERSON OR

BY PROXY EXECUTED IN WRITING BY THE MANAGER OR BY A DULY
AUTHORIZED

ATTORNEY-IN-FACT. SUCH PROXY SHALL BE FILED WITH THE COMPANY BEFORE
OR AT

THE TIME OF THE MEETING. NO PROXY SHALL BE VALID A(IER ELEVEN
(11)MONTHS

FROM THE DATE OF ITS EXECUTION, UNLESS OTHERWISE PROVIDED IN THE
PROXY.

6.13. ACTION BY MANAGERS WITHOUT A MEETING. ANY ACTION REQUIRED OR
PERMITTED TO BE TAKEN AT A MEETING OF MANAGERS PURSUANT TO THE
ACT OR THE

AGREEMENT MAY BE TAKEN WITHOUT A MEETING BY A CONSENT IN WRITING
EXECUTED

BY A SUTICIENT NUMBER OF MANAGERS AS WOULD BE ENTITLED TO CAST AT
LEAST

THE MINIMUM NUMBER OF VOTES WHICH WOULD BE REQUIRED TO TAKE SUCH
ACTION AT

A MEETING AT WHICH ALL MANAGERS ENTITLED TO VOTE THEREON ARE
PRESENT. WHEN

ANY SUCH WRITTEN ACTION IS TAKEN BY LESS THAN ALL OF THE MANAGERS,
THE

COMPANY SHALL PROMPTLY NOTIFY ALL MANAGERS OF THE TEXT AND
EFFECTIVE DATE

OF SUCH ACTION; PROVIDED, HOWEVER, THAT FAILURE TO PROVIDE SUCH
NOTICE

SHALL NOT IN ANY MANNER INVALIDATE SUCH V RITTEN ACTION.

6.14. WAIVER OF NOTICE. WHEN ANY NOTICE IS REQUIRED TO BE GIVEN TO ANY
MANAGER, A WAIVER THEREOF IN WRITING SIGNED BY THE PERSON ENTITLED
TO SUCH

NOTICE, WHETHER BEFORE, AT, OR AFTER THE TIME STATED
THEREIN, SHALL BE EQUIVALENT TO THE GIVING OF SUCH NOTICE.

ATTENDANCE BY A

MANAGER, WHETHER IN PERSON OR BY PROXY, WITHOUT OBJECTION TO
NOTICE SHALL

CONSTITUTE A WAIVER OF NOTICE.

6.15. REMOVAL AND RESIGNATION OF MANAGERS. THE MEMBER MAY REMOVE
ANY

MANAGER AT ANY TIME, V WITH OR WITHOUT CAUSE. A MANAGER MAY RESIGN
BY

PROVIDING WRITTEN NOTICE TO THE MEMBER NO LESS THAN THIRTY (30) DAYS
PRIOR

TO THE EFFECTIVE DATE OF SUCH RESIGNATION.

6.16. DUTIES OF MANAGERS. ANY MANAGER SHALL DISCHARGE HIS
MANAGERIAL DUTIES

IN GOOD FAITH, V:ITH DUE AND PRUDENT CARE, AND IN A MANNER

REASONABLY

BELIEVED TO BE IN THE BEST INTERESTS OF THE COMPANY.

6.17. LIMITATION OF LIABILITY FOR MAUAAERLAL ACTS. TO THE EXTENT PERMITTED

BY TI 7-16-18 OF THE ACT, ANY MANAGER SHALL BE RELEASED FROM LIABILITY FOR

ANY DAMAGES, COSTS, OR THE LIKE ON ACCOUNT OF ANY ACT, OMISSION, OR CONDUCT

IN SUCH MANAGERIAL CAPACITY.

ARTICLE VII

MEETINGS OF MEMBERS/GOVERNANCE RIGHTS

7.1. ANNUAL MEETING. AN ANNUAL MEETING OF THE MEMBER SHALL BE HELD ON THE

LAST BUSINESS DAY OF JUNE OF EACH YEAR COMMENCING WITH THE YEAR 2018 FOR THE

TRANSACTION OF SUCH BUSINESS AS MAY COME BEFORE THE MEETING.

MEETINGS OF

THE MEMBERS, WHETHER REGULAR OR SPECIAL, MAY BE HELD BY MEANS OF A TELEPHONE CONFERENCE, VIDEO CONFERENCE, WEB CONFERENCE, OR OTHER

MEANS OF

ELECTRONIC OR REMOTE COMMUNICATION, AND CONNECTION TO SUCH CONFERENCE SHALL

CONSTITUTE PRESENCE AT ANY SUCH MEETING. THE COMPANY SHALL; (I) TAKE REASONABLE MEASURES TO VERIFY THAT EACH PERSON DEEMED PRESENT AND

PERMITTED

TO VOTE AT THE MEETING BY MEANS OF REMOTE COMMUNICATION IS A MEMBER OR

PROXY HOLDER; (II) TAKE REASONABLE MEASURES TO PROVIDE SUCH MEMBER AND

PROXY HOLDERS A REASONABLE OPPORTUNITY TO PARTICIPATE IN THE MEETING AND TO

VOTE ON MATTERS SUBMITTED TO THE MEMBERS, INCLUDING AN OPPORTUNITY TO READ

OR HEAR THE PROCEEDINGS OF THE MEETING SUBSTANTIALLY CONCURRENTLY WITH SUCH

PROCEEDINGS; AND (III) MAINTAIN A RECORD OF ALL VOTES OR OTHER ACTIONS SO

TAKEN.

7.2. SPECIAL MEETINGS. SPECIAL MEETINGS OF THE MEMBER, FOR ANY PURPOSE OR

PURPOSES, UNLESS OTHERWISE PRESCRIBED BY STATUTE, MAY BE CALLED FROM TIME

TO TIME BY THE MEMBER.

7.3. PLACE OF MEETINGS. THE MEMBER MAY DESIGNATE ANY PLACE WITHIN OR WITHOUT THE STATE OF RHODE ISLAND AS THE MEETING PLACE FOR ANY

MEETING OF

THE MEMBER. IF NO DESIGNATION IS MADE, OR IF A SPECIAL MEETING BE OTHERWISE CALLED, THE MEETING SHALL BE HELD AT THE PRINCIPAL OFFICE OF THE COMPANY,

7.4. QUORUM. A MAJORITY OF THE MEMBERSHIP INTERESTS OF THE MEMBER, REPRESENTED IN PERSON OR BY PROXY, SHALL BE REQUIRED TO CONSTITUTE A QUORUM AT ANY MEETING OF MEMBER.

7.5. MANNER OF ACTION. IF A QUORUM IS PRESENT, THE AFFIRMATIVE VOTE OF A MAJORITY OF THE MEMBERSHIP INTERESTS OF THE MEMBER SHALL BE THE ACT OF THE COMPANY, UNLESS THE VOTE OF A GREATER PROPORTION OR NUMBER IS OTHERWISE REQUIRED BY THE ACT, BY THE ARTICLES OF ORGANIZATION, OR BY THIS AGREEMENT,

AND ANY DECISION, ELECTION, OR OTHER ACTION THAT REQUIRES THE APPROVAL,

DETERMINATION,

AGREEMENT, OR OTHER FORM OF CONSENT OF THE MEMBERS SHALL LIKEWISE BE DETERMINED BY THE AFFIRMATIVE VOTE OF A MAJORITY OF THE MEMBERSHIP INTERESTS OF THE MEMBERS.

7.6. VOTING RIGHTS OF MEMBERS. THE MEMBER SHALL BE ENTITLED TO VOTE IN

PROPORTION TO HIS, HER, OR ITS MEMBERSHIP INTEREST AS RECORDED AND REFLECTED ON THE BOOKS AND RECORDS OF THE COMPANY AND AS SET FORTH ON

EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF AS THE SAME MAY BE AMENDED

FROM TIME TO TIME.

7.7. ACTION BY MEMBER WITHOUT A MEETING. ANY ACTION REQUIRED OR PERMITTED

TO BE TAKEN AT A MEETING OF MEMBER PURSUANT TO THE ACT OR THE AGREEMENT MAY

BE TAKEN WITHOUT A MEETING BY A CONSENT IN WRITING EXECUTED BY A SUFFICIENT

NUMBER OF MEMBERSHIP INTERESTS OF THE MEMBER AS WOULD BE ENTITLED TO CAST

AT LEAST THE MINIMUM NUMBER OF VOTES WHICH WOULD BE REQUIRED TO TAKE SUCH

ACTION AT A MEETING AT WHICH ALL MEMBERS ENTITLED TO VOTE THEREON ARE

PRESENT.

7.8. ACTIONS FOR WHICH CONSENT OF MEMBERS RETIRED. IN ADDITION TO ANY REQUIREMENTS OF APPLICABLE LAW, THE MAJORITY CONSENT OF THE

MEMBERSHIP

INTERESTS OF THE MEMBERS SHALL BE REQUIRED TO AUTHORIZE THE FOLLOWING

ACTIONS: (A) COMPANY BORROWING, EXPENDITURES, OR OBLIGATIONS IN EXCESS OF

TEN THOUSAND DOLLARS (\$ 10,000) IN ANY ONE INSTANCE OR TWENTY FIVE THOUSAND

DOLLARS (\$25,000) IN ANY ONE (1) FISCAL YEAR; (B) THE TERMINATION OF EMPLOYMENT OF ANY EMPLOYEE-MEMBER OF THE COMPANY; (C) BORROWING MONEY FROM

AND ENTERING INTO OTHER TRANSACTIONS WITH A MEMBER OR MANAGER;

(C) THE

DISSOLUTION, LIQUIDATION, AND/OR WINDING UP OF THE COMPANY; (D) THE SALE,

EXCHANGE, LEASE, MORTGAGE, PLEDGE, OR OTHER TRANSFER OR ENCUMBRANCE OF ALL

OR SUBSTANTIALLY ALL OF THE COMPANY'S ASSETS; (E) THE MERGER OR

CONSOLIDATION OF THE COMPANY WITH ANY OTHER PERSON OR PERSONS; (I)

ANY

RESTATEMENT OR AMENDMENT OF THE ARTICLES OF ORGANIZATION OF THE COMPANY OR

OF THIS AGREEMENT; (G) THE REMOVAL OR ADDITION OF ANY MEMBER OR MANAGER;

AND (H) THE VOLUNTARY TRANSFER, SALE, GIFT, OR CONVEYANCE OF ALL OR ANY

PORTION OF A MEMBER'S MEMBERSHIP INTERESTS IN THE COMPANY EXCEPT AS SPECIFICALLY PROVIDED FOR OTHERWISE HEREIN.

ARTICLE VIII

RESTRICTIONS ON TRANSFERABILITY

8.1. PROPOSED TRANSFER. EXCEPT IN THE CASE OF INVOLUNTARY TRANSFERS, DISASSOCIATION, OR REMOVAL OF MEMBERS, ALL AS DESCRIBED IN ARTICLE X,

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 IN THIS ARTICLE VIII.

8.2. OFFER TO MEMBERS.

8.2.1. OFFER BY TRANSFEROR. 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.

8.2.2. ACCEPTANCE OF OFFER. 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 SECTION 8.9 HEREOF, AND SUBJECT TO

SECTION 8.10 HEREOF. 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.

8.3. OFFER TO COMPANY.

8.3.1. OFFER BY TRANSFEROR. 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.

8.3DH ACCEPTANCE OF OFFER. 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

SECTION 8.9 HEREOF, AND SUBJECT TO SECTION 8.10 HEREOF. 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.

8.4. TRANSFER/PLEDGE OF TRANSFEROR'S MEMBERSHIP INTEREST. UPON RECEIPT OF THE PURCHASE PRICE IN CASH AND/OR PROMISSORY NOTE, AS THE CASE MAY BE, THE TRANSFEROR SHALL TRANSFER THE MEMBERSHIP INTEREST OF THE TRANSFEROR TO THE OTHER MEMBERS OR TO THE COMPANY, AS THE CASE MAY BE. SUCH PURCHASER OR PURCHASERS SHALL PLEDGE ALL OF THE PURCHASED MEMBERSHIP INTEREST AS SECURITY FOR THE UNPAID BALANCE OF THE PROMISSORY NOTE, IF APPLICABLE, BUT SHALL HAVE THE PRIVILEGE OF EXERCISING ALL RIGHTS OF OWNERSHIP IN SUCH MEMBERSHIP INTEREST PRIOR TO DEFAULT IN PAYMENT OF ANY OF THE INSTALLMENTS OR INTEREST DUE UNDER THE PROMISSORY NOTE, IF ANY.

8.5. RELEASE FROM RESTRICTION. 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 CONCERNING WITHIN THIRTY (30) DAYS FOLLOWING THE EXPIRATION OF THE TIME PERIOD PROVIDED IN SECTION 8.3.2 FOR THE COMPANY TO ACCEPT AN OFFER TO SELL, SUCH MEMBERSHIP INTEREST SHALL AGAIN BECOME SUBJECT TO ALL THE RESTRICTIONS OF THIS AGREEMENT, NOTWITHSTANDING THE FOREGOING, NOTHING CONTAINED IN THIS SECTION 8.5 SHALL BE CONSTRUED AS RELEASING ANY MEMBERSHIP INTEREST FROM ANY APPLICABLE STATE OR FEDERAL LAWS OR REGULATIONS TRANSFER OF THE SAME.

8.6. MEMBERSHIP INTEREST REMAINS SUBJECT TO AGREEMENT. THE MEMBERSHIP INTEREST TRANSFERRED IN ACCORDANCE WITH THIS AGREEMENT SHALL, TO THE EXTENT PERMITTED BY LAW, CONTINUE TO BE SUBJECT TO THE TERMS HEREOF 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.

8.7. TRANSFERS IN VIOLATION OF AGREEMENT. IF ANY TRANSFER OF MEMBERSHIP INTEREST IS MADE OR ATTEMPTED CONTRARY TO THE PROVISIONS OF THIS AGREEMENT, THE OTHER MEMBERS AND THE COMPANY SHALL HAVE THE SAME OPTIONS TO PURCHASE AFL OF THE MEMBERSHIP INTEREST SO TRANSFERRED OR ATTEMPTED TO BE TRANSFERRED UNDER THE SAME TERMS AND CONDITIONS PROVIDED IN THIS AGREEMENT. ANY SUCH OFFER TO SELL SHALL BE DEEMED
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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 THIS AGREEMENT HAVE BEEN COMPLIED WITH TO THE SATISFACTION OF THE COMPANY.

NOTWITHSTANDING THE FOREGOING, NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS RELEASING ANY SUCH STOCK FROM ANY APPLICABLE STATE OR FEDERAL LAWS OR REGULATIONS CONCERNING TRANSFER OF THE SAME, FURTHER, ANY SUCH MEMBERSHIP INTEREST TRANSFERRED IN ACCORDANCE WITH THIS AGREEMENT SHALL, TO THE EXTENT PERMITTED BY LAW, CONTINUE TO BE SUBJECT TO THE TERMS HEREOF AND THE TRANSFEREE SHALL BE DEEMED TO HAVE CONSENTED TO THE TERMS HEREOF.

8.8. RESERVED.

8.9. PAYMENT OF PURCHASE PRICE. ANY PURCHASE OF THE MEMBERSHIP INTEREST OF A MEMBER BY THE PURCHASING MEMBERS OR BY THE COMPANY PURSUANT TO THE TERMS OF ARTICLE VIII SHALL BE AT THE PURCHASE PRICE ESTABLISHED IN ACCORDANCE WITH SUCH WRITTEN OFFER. THE PURCHASE PRICE SHALL BE PAID AT THE TIME OF CLOSING AND SHALL BE PAID IN CASH OR CERTIFIED FUNDS OR, AT THE ELECTION OF THE PURCHASING MEMBERS OR THE COMPANY, AS THE CASE MAY BE, THE PRICE SHALL BE PAID IN TWENTY (20) EQUAL QUARTER ANNUAL INSTALLMENTS, THE FIRST INSTALLMENT TO BECOME DUE ONE (1) MONTH AFTER THE CLOSING DATE. THE UNPAID BALANCE OF THE PURCHASE PRICE SHALL BE EVIDENCED BY A NEGOTIABLE PROMISSORY NOTE BY THE PURCHASING MEMBERS OR THE COMPANY, AS THE CASE MAY BE, TO THE ORDER OF THE TRANSFEROR WITH INTEREST AT THE ANNUAL RATE OF ONE PERCENT (1%) ABOVE THE PRIME RATE AS DEFINED HEREIN DETERMINED AS OF THE DATE OF CLOSING AND RE-DETERMINED ANNUALLY ON THE ANNIVERSARY OF THE DATE OF CLOSING. THE PURCHASING MEMBERS, IF ANY, SHALL BE JOINTLY AND SEVERALLY LIABLE ON SUCH PROMISSORY NOTE.

8.9.1. THE PROMISSORY NOTE SHALL PROVIDE FOR THE ACCELERATION OF THE DUE DATE OF ALL THE UNPAID PRINCIPAL BALANCE IN THE EVENT OF ANY DEFAULT IN THE PAYMENT OF THE PRINCIPAL OR THE INTEREST THEREON IF SUCH INSTALLMENT

PAYMENT IS NOT PAID WITHIN TEN (10) DAYS AFTER ITS DUE DATE AND ANY APPLICABLE CURE OR GRACE PERIODS, THE NOTE SHALL ALSO GIVE THE MAKER THEREOF THE OPTION OF PREPAYMENT IN WHOLE OR IN PART AT ANY TIME WITHOUT PENALTY OR PREMIUM. UPON RECEIPT OF THE PURCHASE PRICE IN CASH AND/OR PROMISSORY NOTE, AS THE CASE MAY BE, THE TRANSFEROR SHALL TRANSFER HIS, HER, OR ITS MEMBERSHIP INTEREST TO THE PURCHASING MEMBERS ON A PRO RATA BASIS ACCORDING TO MEMBERSHIP INTERESTS OR ON SUCH OTHER TERMS AS THE PURCHASING MEMBERS MAY AGREE IN WRITING, OR TO THE COMPANY, AS THE CASE MAY BE. THE PURCHASING MEMBERS, OR THE COMPANY, AS THE CASE MAY BE, SHALL PLEDGE ALL OF THE TRANSFEROR'S MEMBERSHIP INTEREST AS SECURITY FOR THE UNPAID BALANCE OF THE PROMISSORY NOTE, IF APPLICABLE, BUT SHALL HAVE THE PRIVILEGE OF EXERCISING ALL RIGHTS OF OWNERSHIP IN SUCH MEMBERSHIP INTEREST PRIOR TO DEFAULT IN PAYMENT OF ANY OF THE INSTALLMENTS OR INTEREST ON THE PROMISSORY NOTE, IF ANY.

8.10. OFFSET OF PURCHASE PRICE BY INDEBTEDNESS. IF ANY MEMBER WHOSE INTEREST IS BEING TRANSFERRED TO A PARTY HERETO UNDER ARTICLE VIII OF THIS AGREEMENT IS INDEBTED TO A TRANSFEREE PARTY AT THE TIME OF THE SALE, THE TRANSFEREE PARTY TO WHOM THE INDEBTEDNESS IS OWED MAY OFFSET AND REDUCE THE PURCHASE PRICE PAYABLE BY THAT TRANSFEREE BY THE AMOUNT OF SUCH INDEBTEDNESS. TO THE EXTENT THE INDEBTEDNESS IS OFFSET AGAINST THE TRANSFEREE'S PURCHASE PRICE, THE INDEBTEDNESS SHALL BE DEEMED PAID; BUT ANY INDEBTEDNESS IN EXCESS OF THE SUM OFFSET AGAINST THE TRANSFEREE'S PURCHASE PRICE SHALL REMAIN DUE AND OWING TO THE TRANSFEREE ACCORDING TO ITS TERMS. IF THERE IS MORE THAN ONE TRANSFEREE, THE INDEBTEDNESS OWED TO ANY TRANSFEREE SHALL NOT OFFSET THE PURCHASE PRICE PAYABLE BY ANY OTHER TRANSFEREE. UNLESS THE TERMS OF THE INDEBTEDNESS EVIDENCED IN WRITING SPECIFICALLY PROVIDE THAT THIS SECTION 8.10 SHALL NOT APPLY, THIS OFFSET SHALL APPLY TO ALL INDEBTEDNESS DUE THE TRANSFEREE BY THE

TRANSFEROR, EVEN
THOUGH THE INDEBTEDNESS HAS NOT BY ITS TERMS MATURED AT THE TIME OF
THE
SALE.

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8.11. RESERVED.

8.12. EXECUTION OF DOCUMENTS TO TRANSFER MEMBERSHIP INTERESTS.

WHENEVER THE

COMPANY OR A MEMBER SHALL PURCHASE ANY MEMBERSHIP INTEREST
HEREUNDER, THE

TRANSFEROR OR THE LEGAL REPRESENTATIVE OF ANY TRANSFEROR SHALL DO
ALL

THINGS AND EXECUTE AND DELIVER ALL DOCUMENTS AND ITEMS AS MAY BE
REASONABLY

NECESSARY TO CONSUMMATE SUCH PURCHASE.

ARTICLE IX

ADDITIONAL MEMBERS

9.1. ADDITION OF MEMBERS. AFTER THE FORMATION OF THE COMPANY, ANY
PERSON

APPROVED IN WRITING BY A MAJORITY OF THE MEMBERSHIP INTERESTS OF THE
MEMBERS MAY BECOME A MEMBER OF THE COMPANY FOR SUCH
CONSIDERATION AS THE

MEMBERS BY THEIR VOTE SHALL DETERMINE. NO ASSIGNEE OF AN INTEREST OF
A

MEMBER SHALL BECOME A MEMBER OF THE COMPANY WITHOUT THE WRITTEN
CONSENT OF

A MAJORITY OF THE MEMBERSHIP INTERESTS OF THE MEMBERS. NO

ADDITIONAL

MEMBERS SHALL BE ENTITLED TO ANY RETROACTIVE ALLOCATION OF LOSSES,
INCOME,

OR EXPENSE DEDUCTIONS INCURRED BY THE COMPANY. THE MEMBERS MAY, AT
THE TIME

AN ADDITIONAL MEMBER IS ADMITTED, CLOSE THE COMPANY BOOKS, AS
THOUGH THE

COMPANY'S TAX YEAR ENDED, OR MAKE PRO RATA ALLOCATIONS OF LOSS,
INCOME, AND

EXPENSE DEDUCTIONS TO AN ADDITIONAL MEMBER FOR THAT PORTION OF
THE

COMPANY'S TAX YEAR IN WHICH AN ADDITIONAL MEMBER WAS ADMITTED IN
ACCORDANCE

WITH THE PROVISIONS OF SECTION 706(D) OF THE CODE AND THE TREASURY
REGULATIONS PROMULGATED THEREUNDER. NO PERSON OR ENTITY MAY
BECOME A MEMBER

OF THE COMPANY WITHOUT FIRST ASSENTING TO BECOMING A PARTY TO THIS
AGREEMENT (INCLUDING ANY AMENDMENTS AND/OR SUPPLEMENTS HERETO)
IN WRITING.

NO ASSIGNMENT OR TRANSFER OF MEMBERSHIP INTEREST SHALL BE EFFECTIVE UNTIL

THE PROVISIONS STATED HEREIN SHALL HAVE BEEN FULLY COMPLIED WITH.

ARTICLE X

DISASSOCIATION AND REMOVAL OF MEMBERS

10.1. DISASSOCIATION WITH DISSOLUTION RESULTING. SUBJECT TO SECTION 10.3,

A

DISSOCIATED MEMBER, OR SUCH MEMBER'S LEGAL REPRESENTATIVE AS THE CASE MAY

BE, WHEN DISSOLUTION OF THE COMPANY RESULTS FROM SUCH DISASSOCIATION, SHALL

HAVE ANY RIGHTS OF A MEMBER WHO HAS NOT DISASSOCIATED AS SET FORTH HEREIN.

10.2. DISSOCIATION WITHOUT DISSOLUTION RESULTING. SUBJECT TO SECTION 10.3,

A DISSOCIATED MEMBER, OR SUCH MEMBER'S LEGAL REPRESENTATIVE AS THE CASE MAY

BE, WHEN DISSOLUTION OF THE COMPANY DOES NOT RESULT FROM SUCH DISASSOCIATION, SUBJECT TO THE PROVISIONS OF SECTION 10.2.1 BELOW, SHALL

RETAIN ALL GOVERNANCE RIGHTS IN THE COMPANY AS DESCRIBED HEREIN IN ARTICLE

VI AND ARTICLE VII AND ALL FINANCIAL RIGHTS IN THE COMPANY AS DESCRIBED IN

ARTICLE IV AND ARTICLE V HEREOF, INCLUDING THE RIGHT TO SHARE IN PROFITS

AND LOSSES, THE RIGHT TO DISTRIBUTIONS, AND THE MAINTENANCE OF SUCH DISASSOCIATED MEMBER'S CAPITAL ACCOUNT. AS SPECIFIED IN SECTION 10.2.1 HEREOF,

NO RIGHT OF REDEMPTION OR RETURN OF CONTRIBUTION SHALL ACCRUE TO SUCH

DISASSOCIATED MEMBER BY VIRTUE OF SUCH DISASSOCIATION.

10.2.1. IN THE EVENT THAT ANY DISASSOCIATION RESULTS FROM BANKRUPTCY, AS

DEFINED HEREIN, THE PURCHASE OPTION PROVISIONS OF ARTICLE VIII HEREOF SHALL

IMMEDIATELY BECOME OPERATIVE SUCH THAT THE NON-DISSOCIATED MEMBER(S) AND/OR

THE COMPANY, AS THE CASE MAY BE, SHALL HAVE THE PURCHASE OPTIONS DESCRIBED

IN SAID ARTICLE; PROVIDED, HOWEVER, THAT THE PURCHASE PRICE IN ANY SUCH

CASE SHALL BE EQUAL TO THE

VALUE OF SUCH DISASSOCIATED MEMBER'S MEMBERSHIP INTEREST IN THE COMPANY AS

OF SUCH DATE OF DISASSOCIATION AS REFLECTED ON THE BOOKS AND RECORDS OF THE

COMPANY.

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10.3. REMOVAL OF MEMBER. A MEMBER MAY BE REMOVED AT ANY TIME UPON THE CONSENT OF THE DISINTERESTED MEMBERS IF SUCH MEMBER IS REASONABLY BELIEVED TO HAVE ENGAGED IN ANY MATERIAL FRAUD, MISREPRESENTATION, WILLFUL MISCONDUCT, WILLFUL BREACH OF FIDUCIARY OBLIGATIONS, OR FOR SUCH OTHER CONDUCT AS HAS AN ADVERSE IMPACT ON THE ABILITY OF THE COMPANY TO CARRY ON ITS AFFAIRS.

10.3.1. REMOVAL WITH DISSOLUTION RESULTING. A REMOVED MEMBER, WHEN DISSOLUTION OF THE COMPANY RESULTS FROM SUCH REMOVAL, SHALL HAVE ANY RIGHTS OF A MEMBER WHO HAS NOT BEEN REMOVED AS SET FORTH HEREIN.

10.3.2. REMOVAL WITHOUT DISSOLUTION RESULTING. A REMOVED MEMBER, WHEN DISSOLUTION OF THE COMPANY DOES NOT RESULT FROM SUCH REMOVAL, SHALL LOSE ALL GOVERNANCE AND FINANCIAL RIGHTS IN THE COMPANY AND SHALL RECEIVE,

WITHIN A REASONABLE PERIOD OF TIME AFTER REMOVAL, IN FULL COMPENSATION

THEREOF, THE VALUE OF SUCH MEMBER'S MEMBERSHIP INTEREST IN THE COMPANY AS

OF THE DATE OF REMOVAL AS REFLECTED ON THE BOOKS AND RECORDS OF THE COMPANY.

AT THE COMPANY'S DISCRETION, SUCH PAYMENT MAY BE MADE IN TWENTY (20) EQUAL

QUARTER-ANNUAL INSTALLMENTS BEGINNING ON THE FIRST DAY OF THE FIRST COMPLETE MONTH AFTER THE DATE OF THE REMOVAL. THE BALANCE OF THE PAYMENT

SHALL BE EVIDENCED BY A NEGOTIABLE PROMISSORY NOTE MADE BY THE COMPANY TO

THE ORDER OF THE REMOVED MEMBER WITH INTEREST AT THE ANNUAL RATE OF ONE

PERCENT (1%) ABOVE THE PRIME RATE AS DEFINED HEREIN DETERMINED AS OF THE

DATE OF CLOSING AND RE-DETERMINED ANNUALLY ON THE ANNIVERSARY OF THE DATE

OF CLOSING. SUCH PROMISSORY NOTE SHALL PROVIDE FOR THE ACCELERATION OF THE

DUE DATE OF ALL THE UNPAID PRINCIPAL BALANCE IN THE EVENT OF ANY DEFAULT IN

THE PAYMENT OF THE PRINCIPAL OR THE INTEREST THEREOF, IF SUCH

INSTALLMENT

PAYMENT IS NOT PAID UPON THE EXPIRATION OF TEN (10) DAYS AFTER ITS DUE DATE

AND ANY APPLICABLE CURE OR GRACE PERIODS. THE PROMISSORY NOTE SHALL ALSO

GIVE THE MAKER THEREOF THE OPTION OF PREPAYMENT IN WHOLE OR IN PART AT ANY

TIME WITHOUT PENALTY OR PREMIUM.

ARTICLE XI

DISSOLUTION AND TERMINATION

11.1. DISSOLUTION. THE COMPANY SHALL BE DISSOLVED UPON THE OCCURRENCE OF

ANY OF THE FOLLOWING EVENTS: (1) BY THE WRITTEN AGREEMENT OF A MAJORITY OF

THE MEMBERSHIP INTERESTS OF THE MEMBERS; (2) UPON THE ENTRY OF A DECREE OF

DISSOLUTION UNDER SECTION 7-16-40 OF THE ACT; AND (3) UPON THE DEATH, TOTAL

DISABILITY, INSANITY, BANKRUPTCY, RETIREMENT, RESIGNATION, WITHDRAWAL,

REMOVAL, EXPULSION, OR DISSOLUTION OF THE LAST REMAINING MEMBER, OR UPON

THE OCCURRENCE OF ANY OTHER WITHDRAWAL EVENT, UNLESS WITHIN NINETY (90)

DAYS OF SUCH WITHDRAWAL EVENT, THE SUCCESSOR(S)-IN-INTEREST OF SUCH LAST

REMAINING MEMBER AGREES IN WRITING TO ADMIT AT LEAST ONE (1) MEMBER TO

CONTINUE THE BUSINESS OF THE COMPANY.

11.2. EFFECT OF FILING OF DOCUMENTS OF DISSOLUTION. UPON THE DISSOLUTION OF

THE COMPANY, THE COMPANY SHALL CEASE TO CARRY ON ITS BUSINESS, EXCEPT

INSOFAR AS MAY BE NECESSARY FOR THE WINDING UP OF ITS BUSINESS, BUT ITS SEPARATE EXISTENCE SHALL CONTINUE UNTIL ARTICLES OF DISSOLUTION HAVE BEEN

TILED WITH THE RHODE ISLAND SECRETARY OF STATE OR UNTIL A DECREE DISSOLVING

THE COMPANY HAS BEEN ENTERED BY A COURT OF COMPETENT JURISDICTION.

11.3. WINDING UP. LIQUIDATION. AND DISTRIBUTION OF ASSETS.

11.3.1. UPON DISSOLUTION, AN ACCOUNTING SHALL BE MADE BY THE COMPANY'S

INDEPENDENT ACCOUNTANTS OF THE ACCOUNTS OF THE COMPANY AND OF THE COMPANY'S

ASSETS, LIABILITIES, AND OPERATIONS FROM THE DATE OF THE LAST PREVIOUS ACCOUNTING UNTIL THE DATE OF DISSOLUTION. THE MEMBER SHALL

IMMEDIATELY

PROCEED TO WIND UP THE AFFAIRS OF THE COMPANY.

11.3.2. IF THE COMPANY IS DISSOLVED AND ITS AFFAIRS ARE TO BE WOUND UP, THE

MEMBER SHALL, AFTER RECEIVING AUTHORIZATION: (1) SELL OR OTHERWISE LIQUIDATE ALL OF THE COMPANY'S ASSETS AS PROMPTLY AS PRACTICABLE, EXCEPT TO

THE EXTENT THE MEMBER MAY DETERMINE TO DISTRIBUTE ANY ASSETS TO THE MEMBER

IN KIND; (2) ALLOCATE ANY PROFIT OR LOSS RESULTING FROM SUCH SALES TO THE

MEMBER'S CAPITAL ACCOUNT IN

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ACCORDANCE WITH ARTICLE V HEREOF; (3) DISCHARGE ALL LIABILITIES OF THE COMPANY OTHER THAN LIABILITIES TO MEMBERS, INCLUDING ALL COSTS RELATING TO

THE DISSOLUTION, WINDING UP, AND LIQUIDATION AND DISTRIBUTION OF ASSETS:

(4) ESTABLISH SUCH RESERVES AS MAY BE REASONABLY NECESSARY TO PROVIDE FOR

CONTINGENT LIABILITIES OF THE COMPANY; (5) DISCHARGE ANY LIABILITIES OF THE

COMPANY TO THE MEMBER OTHER THAN ON ACCOUNT OF THEIR RIGHTS IN THE

COMPANY'S CAPITAL OR PROFITS; AND (6) DISTRIBUTE THE REMAINING ASSETS TO

THE MEMBERS IN ACCORDANCE WITH THE POSITIVE BALANCES IN THEIR RESPECTIVE

CAPITAL ACCOUNTS AFTER TAKING INTO ACCOUNT ALLOCATIONS OF PROFIT OR LOSS AS

DESCRIBED HEREIN, IF ANY, PROVIDED HOWEVER THAT: (I) DISTRIBUTIONS SHALL BE

MADE FIRST TO EQUALIZE DISPROPORTIONATE CAPITAL ACCOUNT BALANCES AND THEN,

IF ANY AMOUNTS REMAIN, TO REDUCE ALL CAPITAL ACCOUNTS TO ZERO; AND (II) IF

ANY AMOUNTS REMAIN TO BE DISTRIBUTED AFTER ALL CAPITAL ACCOUNTS HAVE BEEN

REDUCED TO ZERO, THEN THE REMAINDER SHALL BE DISTRIBUTED TO THE MEMBERS IN

ACCORDANCE WITH THEIR MEMBERSHIP INTERESTS.

11.3.3. UPON COMPLETION OF THE WINDING UP, LIQUIDATION, AND DISTRIBUTION OF

THE ASSETS OF THE COMPANY, THE COMPANY SHALL BE DEEMED TERMINATED, DISSOLVED, AND NO LONGER IN EXISTENCE. THE MEMBER SHALL COMPLY WITH ALL

REQUIREMENTS OF APPLICABLE LAW PERTAINING TO THE WINDING UP OF THE AFFAIRS

OF THE COMPANY AND THE FINAL DISTRIBUTION OF ITS ASSETS.

11.4. ARTICLE OF DISSOLUTION. WHEN ALL DEBTS, LIABILITIES, AND OBLIGATIONS

HAVE BEEN PAID AND DISCHARGED OR ADEQUATE PROVISIONS HAVE BEEN MADE

THEREFOR, AND ALL OF THE REMAINING PROPERTY AND ASSETS OF THE COMPANY HAVE

BEEN DISTRIBUTED TO THE MEMBER, ARTICLES OF DISSOLUTION SHALL BE EXECUTED

AND FILED WITH THE RHODE ISLAND SECRETARY OF STATE.

ARTICLE XII

INDEMNIFICATION

12.1. INDEMNIFICATION OF THE MEMBER. THE MEMBER AND MANAGERS SHALL BE

INDEMNIFIED BY THE COMPANY TO THE FULLEST EXTENT PERMITTED BY RHODE ISLAND

LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE COMPANY SHALL

INDEMNIFY AND HOLD HARMLESS EACH MEMBER AND MANAGER, PAST OR PRESENT, OF

THE COMPANY ACTING ON BEHALF OF THE COMPANY FROM AND AGAINST ANY AND ALL

CLAIMS AND LIABILITIES INCLUDING ATTORNEYS FEES TO WHICH SUCH PERSON SHALL

BECOME SUBJECT BY REASON OF HIS, HER, OR ITS HAVING HERETOFORE OR HEREAFTER

BEEN A MEMBER OR MANAGER OF THE COMPANY OR BY REASON OF ANY ACTION ALLEGED

TO HAVE BEEN HERETOFORE OR HEREAFTER TAKEN OR ADMITTED BY HIM OR HER IN

SUCH CAPACITY AND SHALL REIMBURSE EACH SUCH PERSON FOR ALL LEGAL AND OTHER

EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, REASONABLY INCURRED BY HIM,

HER, OR IT IN CONNECTION WITH ANY SUCH CLAIM OR LIABILITY.

12.1.1. NOTWITHSTANDING THE FOREGOING, 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 MEMBER; (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.

12.2. INSURANCE. THE COMPANY MAY PURCHASE AND MAINTAIN INSURANCE
ON ANY

MEMBER IN SUCH MEMBER'S OFFICIAL CAPACITY AGAINST ANY LIABILITY
ARISING

FROM THAT CAPACITY REGARDLESS OF WHETHER THE COMPANY WOULD HAVE
BEEN

REQUIRED TO INDEMNIFY THE SAME UNDER THIS ARTICLE XLL.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

13.1. NOTICES. ALL DEMANDS, NOTICES, REQUESTS, AND OTHER
COMMUNICATIONS

HEREUNDER SHALL BE IN WRITING AND SHALL BE DEEMED TO HAVE BEEN DULY
GIVEN

AND RECEIVED: (I) IF MAILED BY UNITED STATES REGISTERED OR CERTIFIED
MAIL,

RETURN RECEIPT REQUESTED, POSTAGE PREPAID, ADDRESSED AS SET FORTH
HEREIN,

ON THE

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EARLIER TO OCCUR OF THREE (3) BUSINESS DAYS AFTER THE DATE THAT THE
SAME IS

SO DEPOSITED IN THE UNITED STATES MAIL OR THE DATE OF RECEIPT AS
DISCLOSED

ON THE APPLICABLE RETURN RECEIPT; (II) IF SENT BY EMAIL, FACSIMILE OR
HAND

DELIVERY, ADDRESSED AS SET FORTH HEREIN, ON RECEIPT OF ANY AUTOMATIC
ANSWER-BACK OR OTHER SIMILAR EVIDENCE OF TRANSMISSION THEREOF; OR

(III) IF

SENT BY A REPUTABLE OVERNIGHT COURIER SERVICE THAT PROMISES NEXT
BUSINESS

DAY DELIVERY, ADDRESSED AS SET FORTH HEREIN, ON THE NEXT BUSINESS DAY,
REJECTION OR OTHER REFUSAL TO ACCEPT OR THE INABILITY TO DELIVER DUE

TO A

CHANGED ADDRESS FOR WHICH NO NOTICE WAS GIVEN SHALL BE DEEMED
RECEIPT OF

ANY SUCH NOTICE. ALL NOTICES HEREUNDER SHALL BE ADDRESSED AS
INDICATED

HEREIN OR AS OTHERWISE SPECIFIED BY THE PARTIES HERETO BY NOTIFYING
EACH

OTHER OF THE SAME IN WRITING FROM TIME TO TIME AS PROVIDED HEREIN.

13.2. BOOKS OF ACCOUNT AND RECORDS. PROPER AND COMPLETE RECORDS
AND BOOKS

OF ACCOUNT SHALL BE KEPT OR SHALL BE CAUSED TO BE KEPT BY THE
MANAGER(S) IN
WHICH SHALL BE ENTERED FULLY AND ACCURATELY ALL TRANSACTIONS AND
OTHER
MATTERS RELATING TO THE COMPANY'S BUSINESS IN SUCH DETAIL AND
COMPLETENESS
AS IS CUSTOMARY AND USUAL FOR BUSINESSES OF THE TYPE ENGAGED IN BY
THE
COMPANY.

13.3. GOVERNING LAW. THIS OPERATING AGREEMENT AND ITS APPLICATION
AND
INTERPRETATION SHALL BE GOVERNED EXCLUSIVELY BY ITS TERMS AND BY THE
LAWS
OF THE STATE OF RHODE ISLAND. IN ANY LITIGATION OR ARBITRATION
CONNECTED
WITH THIS AGREEMENT, THE PARTIES HERETO HEREBY CONSENT TO AND
CONFER
EXCLUSIVE
JURISDICTION ON THE COURTS OF THE STATE OF RHODE ISLAND AND ON THE
UNITED
STATES DISTRICT COURT FOR THE DISTRICT OF RHODE ISLAND, AND HEREBY
EXPRESSLY WAIVE ANY OBJECTIONS TO VENUE, OR INCONVENIENT FORUM IN
ANY SUCH
COURTS.

13.4. AMENDMENTS. THIS AGREEMENT MAY NOT BE AMENDED EXCEPT BY THE
WRITTEN
AGREEMENT OF THE MEMBERS.

13.5. CREDITORS. NONE OF THE PROVISIONS OF THIS AGREEMENT SHALL BE FOR
THE
BENEFIT OF OR ENFORCEABLE BY ANY CREDITORS OF THE COMPANY.

136. TITLE TO COMPANY ASSETS. TITLE TO ANY AND ALL ASSETS OF THE
COMPANY
SHALL BE SOLELY IN THE NAME OF THE COMPANY, AND SHALL NOT BE IN THE
NAME OF
THE MEMBER.

13.7. CONFLICT WITH THE ACT. IN THE EVENT OF ANY CONFLICT BETWEEN THE
TERMS
AND PROVISIONS OF THIS AGREEMENT AND THE TERMS AND PROVISIONS OF
THE ACT OR
OF THE ARTICLES OF ORGANIZATION OF THE COMPANY, THEN THE TERMS
AND
PROVISIONS OF THIS AGREEMENT SHALL CONTROL AND GOVERN TO THE
EXTENT
PERMITTED BY APPLICABLE LAW.

IN WITNESS WHEREOF, THE UNDERSIGNED MEMBER HAS CAUSED THIS
AGREEMENT TO BE

EXECUTED AS OF THE DAY AND DATE FIRST ABOVE WRITTEN.
ANDREW J FREDERICKS,
INDIVIDUAL AND AS A MEMBER OF
BLACK OAK CONSTRUCTION, LLC

ARTICLE VII

The limited liability company is to be managed by its X Members or Managers (check one)

(If managed by Members, go to ARTICLE VIII)

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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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: 12/13/2022

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 13 Day of December, 2022 at 10:41:36 PM by the Authorized Person.

ANDREW J FREDERICKS

Address of Authorized Signer:

81 HARRISON STREET

Form No. 400
Revised 09/07

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State of Rhode Island
Department of State | Office of the Secretary of State
Nellie M. Gorbea, *Secretary of State*

I, NELLIE M. GORBEA, 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 13, 2022 10:38 PM

A handwritten signature in blue ink that reads "Nellie M. Gorbea".

Nellie M. Gorbea
Secretary of State

