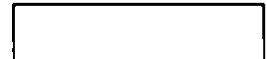




State of Rhode Island  
**Department of State - Business Services Division**



**Articles of Organization**  
 DOMESTIC Limited Liability Company

→ Filing Fee: \$150.00

RECEIVED  
 R.I. DEPT. OF STATE  
 BUS SVCS DIV  
**STAMP**  
 2022 DEC 15 A 10:49  
FOR SECRETARY OF STATE USE ONLY

Pursuant to the provisions of RIGL 7-16, the following Articles of Organization are adopted for the limited liability company to be organized hereby:



1. The name of the limited liability company is: <b>RevUp Fund 2023, LLC</b>		
2. The name and address of the initial resident agent/office in Rhode Island is:		
Agent Name <b>McLaughlinQuinn LLC</b>		
Street Address ( <u>NOT</u> a P.O. Box) <b>148 West River Street</b>		
City/Town <b>Providence</b>	State <b>RHODE ISLAND</b>	Zip Code <b>02904</b>
3. 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):		
<input checked="" type="checkbox"/> partnership or <input type="checkbox"/> a corporation or <input type="checkbox"/> disregarded as an entity separate from its member(s)		
4. The address of the principal office of the limited liability company, if it is determined at the time of organization:		
Street Address <b>95 Clemence Street</b>		
City/Town <b>Providence</b>	State <b>RI</b>	Zip Code <b>02903</b>
5. The limited liability company has the purpose of engaging in any lawful business, and shall have perpetual existence until dissolved or terminated in accordance with RIGL <u>7-16</u> , unless a more limited purpose or duration is set forth in Section 6 of these Articles of Organization.		

**MAIL TO:**  
 Division of Business Services  
 148 W. River Street, Providence, Rhode Island 02904-2615  
 Phone: (401) 222-3040  
 Website: www.sos.ri.gov

**FILED STAMP**  
 DEC 15 2022  
SECRETARY OF STATE  
 BY *[Signature]* OF 780  
 10:49

6. Additional provisions, if any, not consistent with law, which the member(s) elect to have set forth in these Articles of Organization, including, but not limited to, any limitation of the purpose(s) or duration for which the limited liability company is formed, and any other provision which may be included in an operating agreement.

See Exhibit A, attached hereto

Check this box to indicate attachment

7. The Limited Liability Company is to be managed by:

You **MUST** check one box:

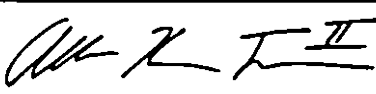
- Its member(s) (If you have checked this box, skip to Section 8. Do not fill out the chart below.)
- One (1) or more manager(s) (If the limited liability company has manager(s) at the time of the filing of these Articles of Organization, state the name and address of each manager below.)

MANAGER	ADDRESS
William F. Cesare	206 Waterman Street, Providence, RI 02906
Allan K. Tear II	95 Clemence Street, Providence, RI 02903
Melissa Withers	95 Clemence Street, Providence, RI 02903

8. Date when these Articles of Organization will be effective: **CHECK ONE BOX ONLY**

- Date received (Upon filing)
- Later effective date (Date must be no more than 90 days from the date of filing) \_\_\_\_\_

*Under penalty of perjury, I declare and affirm that I have examined these Articles of Organization, including any accompanying attachments, and that all statements contained herein are true and correct.*

Name of Authorized Person		Address	
Allan K. Tear II		95 Clemence Street	
City/Town	State	Zip Code	
Providence	RI	02903	
Signature of Authorized Person			Date
			11/30/2022

## EXHIBIT A

**ARTICLE SIXTH:** 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 managers may authorize the limited liability company to enter into agreements with each member, manager, agent or employee, past or present, of the limited liability company (each, 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 managers by the foregoing *paragraph (A)*, the Company shall, subject to the provisions of this *paragraph (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. For the purposes of this *paragraph (B)*, 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 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.

(C) The foregoing indemnity obligation 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.

(D) The managers may authorize the limited liability company to advance 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 *paragraph (E)*, below, and the final disposition of such action, suit, proceeding or appeal results in an adjudication adverse to such Indemnified Person.

(E) The foregoing indemnity obligation 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.

November 30, 2022

VIA HAND DELIVERY

Rhode Island Secretary of State  
Business Services Division  
148 W. River Street  
Providence, RI 02904

RE: *Consent to Use of Name*

To Whom it May Concern:

The undersigned hereby consent and agree to **RevUp Fund 2023, LLC**'s use of such name in the conduct of its business.

Sincerely,

**REVUP FUND, LLC,**  
by its Manager  
**BETASPRING MANAGERS 3, LLC**

By: 

Name: Allan Tear

Title: Manager

By: 

Name: Allan Tear

Title: Manager

**REVUP FUND 2018, LLC,**  
by its Manager  
**BETASPRING MANAGERS 3, LLC**

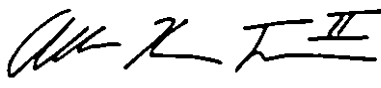
By: 

Name: Allan Tear

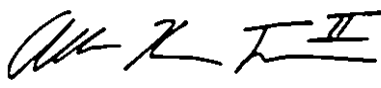
Title: Manager

**REVUP FUND 2019, LLC,**  
by its Manager  
**BETASPRING MANAGERS 3, LLC**

**REVUP FUND 2020, LLC,**  
by its Manager  
**BETASPRING MANAGERS 3, LLC**

By:   
Name: Allan Tear  
Title: Manager

**REVUP FUND 2022, I.L.C.,**  
by its Manager  
**BETASPRING MANAGERS 3, LLC**

By:   
Name: Allan Tear  
Title: Manager



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 15, 2022 10:49 AM

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

Nellie M. Gorbea  
*Secretary of State*

