

STATE of DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE of FORMATION

FIRST
Name

The name of the limited liability company is:
Vanderburgh Communities, LLC

SECOND
Registered Agent

The address of its registered office in the State of Delaware is
8 The Green, Suite B in the City of Dover. Zip code 19901.

The name of its registered agent at such address is
Northwest Registered Agent Service, Inc.

THIRD
Duration

The duration of the limited liability company shall be perpetual.

FOURTH
Purpose

The purpose for which the company is organized is to conduct any and all lawful business for which Limited Liability Companies can be organized pursuant to Delaware statute.

In Witness Whereof, the undersigned have executed this Certificate of Formation this 11th day of May, 2020.

By: Morgan Noble
Authorized Person

Name: Morgan Noble

F

The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

**Foreign Limited Liability Company
Application for Registration
(General Laws Chapter 156C, Section 48)**

FILED

JUN 10 2020

Federal Identification No.: 85-1140470

SECRETARY OF THE COMMONWEALTH
CORPORATIONS DIVISION

(1a) The exact name of the limited liability company:

Vanderburgh Communities, LLC ✓

(1b) If different, the name under which it proposes to do business in the Commonwealth of Massachusetts:

(2) The jurisdiction* where the limited liability company was organized:

Delaware

(3) The date of organization in that jurisdiction: May 11, 2020 ✓

(4) The general character of the business the limited liability company proposes to do in the Commonwealth:

Assist others in operating structured sober living communities, and any other lawful purpose. ✓

(5) The business address of its principal office:

119 Forest Street, Worcester, MA 01609

(6) The business address of its principal office in the Commonwealth, if any:

119 Forest Street, Worcester, MA 01609

(7) The name and business address, if different from principal office location, of each manager:

Hunter T. Foote
119 Forest Street
Worcester, MA 01609 ✓

MF

(8) The name and business address of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property recorded with a registry of deeds or district office of the land court:

NAME	ADDRESS
Hunter T. Foote 119 Forest Street Worcester, MA 01609	

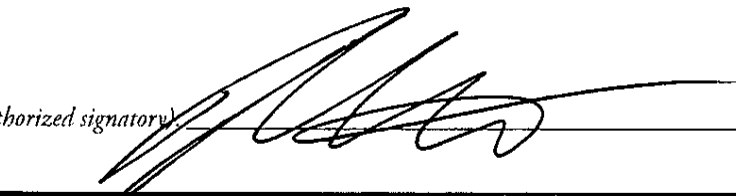
(9) The name and street address of the resident agent in the Commonwealth:

Hunter T. Foote
119 Forest Street
Worcester, MA 01609

✓

(10) The latest date of dissolution, if specified: _____

(11) Additional matters:

Signed by *(by at least one authorized signatory)* _____


I, Hunter T. Foote _____
resident agent of the above limited liability company, consent to my appointment as resident agent pursuant to G.L. c156C § 48 (or attach resident agent's consent hereto).

✓

* Attach a certificate of existence or good standing issued by an officer or agency properly authorized in home state.

Delaware

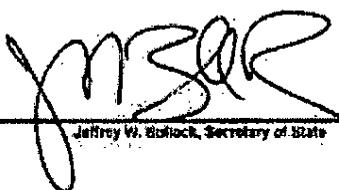
Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "VANDERBURGH COMMUNITIES, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FOURTH DAY OF JUNE, A.D. 2020.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "VANDERBURGH COMMUNITIES, LLC" WAS FORMED ON THE ELEVENTH DAY OF MAY, A.D. 2020.




Jeffrey W. Bullock, Secretary of State

7965123 8300

SR# 20204808123

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 203049014

Date: 06-04-20

COMMONWEALTH OF MASSACHUSETTS

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

Foreign Limited Liability Company
Application for Registration
(General Laws Chapter 156C, Section 48)

I hereby certify that upon examination of this foreign limited liability company application for registration, duly submitted to me, it appears that the provisions of the General Laws have been complied with, and I hereby approve said application; and the filing fee in the amount of \$ 500 having been paid, said application is deemed to have been filed with me this 10 day of June 20 20 at _____ am/pm. 761



WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

Filing fee: \$500

TO BE FILLED IN BY
FOREIGN LIMITED LIABILITY COMPANY

Contact Information:

Telephone: _____

Email: _____

Upon filing, a copy of this filing will be available at www.sec.state.ma.us/cor.
If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

CORPORATIONS DIVISION

2020 JUN 10 PM 12: 29

SECRETARY OF THE
COMMONWEALTH

1350872

OPERATING AGREEMENT FOR **Vanderburgh Communities, LLC**

THIS OPERATING AGREEMENT (these "**Articles**") is made as of the 9th day of May, 2020 by and among the signatories identified on the signature pages hereto.

IN CONSIDERATION OF the mutual promises of the parties hereto and other good and valuable consideration, receipt and adequacy of which is hereby acknowledged, it is mutually agreed by and between the parties hereto as follows:

1. **NAME**

The name of the limited liability company shall be "**Vanderburgh Communities, LLC**", referred to herein as the "LLC".

2. **PURPOSE**

The purpose of the LLC is to offer franchises of the Vanderburgh House system for the operation of recovery residences and to do and engage in any and all other things and activities incident to the acquisition, holding, management, operation, leasing, financing, refinancing, development and sale of such property, or any other lawful purposes. The purpose of the LLC shall include creating a material positive impact on society and the environment, taken as a whole, from the business and operations of the LLC.

3. **REGISTERED OFFICE AND AGENT**

The name of the registered agent of the limited liability company shall be NorthWest Registered Agents, LLC. The registered office of the LLC shall be located at 8 The Green, Dover, Delaware, 19901.

4. **FILING OF ARTICLES OF ORGANIZATION**

The members of the limited liability company shall:

(a) promptly file a duly executed original copy of the Articles of Organization of the limited liability company, together with one or more additional copies thereof as appropriate, with the Secretary of the State of Delaware (the "**Secretary**") and in such other place or places as may be required by law; and

(b) tender and pay all fees, charges and do all other things requisite for the due formation of the limited liability company pursuant to the laws of the State of Delaware.

5. **TERM**

The limited liability company shall be deemed formed at the time of the filing of the Articles of Organization with the Secretary and shall continue for an indefinite period of time, unless sooner terminated pursuant to the further provisions of these Articles.

6. **INTERESTS AND CONTRIBUTIONS OF MEMBERS**

6.1 The name and present mailing address of each member and the percentage interest of each member of the limited liability company are set forth on Schedule I hereto. The total amount of cash constituting the initial aggregate contribution by the members is \$100.

6.2 The initial contribution of each member shall be contributed to the limited liability company upon execution of these Articles by such member.

6.3 An individual capital account shall be maintained for each member. The capital account of each member shall consist of such member's initial contribution, increased by:

(a) additional contributions made by such member, and

(b) such member's share of the limited liability company's net profits,

and decreased by:

- (i) distributions made to such member, and
- (ii) such member's share of the limited liability company's losses,

all in accordance with any applicable provision of the Internal Revenue Code of 1986, as amended (the "**Code**"), or any rule or regulation thereunder.

6.4 No additional contributions have been agreed to as of the date of these articles, and none shall be required or permitted without the unanimous written consent of all the members.

6.5 Except as set forth in Article 13.3, a member shall not receive from the limited liability company any part or all of his or her contribution to capital until:

(a) all liabilities of the limited liability company, except liabilities to members on account of their contributions to capital, have been paid or there remains property of the limited liability company sufficient to pay them;

(b) the consent of all members is had, unless the return of the contribution to capital may be rightfully demanded as provided herein; and

(c) the Articles of Organization or these Articles are cancelled or so amended as to set out the withdrawal or reduction of the contributions of capital.

6.6 Subject to the provisions of Article 6.5, a member may rightfully demand the return of his or her contribution only upon the dissolution of the limited liability company.

6.7 The limited liability company shall have the discretion to distribute cash, notes, property or a combination thereof to a member in return for his or her contribution to capital as it deems appropriate.

6.8 A member of the limited liability company may have the limited liability company dissolved and its affairs wound up when:

- (a) the member rightfully but unsuccessfully has demanded the return of his or her contribution to capital; or
- (b) the other liabilities of the limited liability company have not been paid, or the limited liability company's property is insufficient for their payment and the member would otherwise be entitled to the return of his or her contribution.

7. ALLOCATION OF PROFITS AND LOSSES

7.1 For purposes of these Articles and until determined otherwise by the manager of the limited liability company, in such manager's sole discretion, the term "fiscal year" shall mean the calendar year.

7.2 The profits and losses of the limited liability company shall be determined for each fiscal year of the limited liability company in accordance with the accounting methods followed for federal income tax purposes and otherwise in accordance with generally accepted accounting principles and procedures applied in a consistent manner and shall be deemed to have been earned ratably during the fiscal year. For purposes of Sections 702 and 704 of the Code or the corresponding sections of any future internal revenue law or any similar tax law of any state or jurisdiction, and for such purposes only, the determination of each member's distributive share of all items of income, gain, deduction, loss, credit or allowance for any period or year shall be made in proportion to the amounts of the members' respective percentage interests in the limited liability company during such period or year.

7.3 The profits of the limited liability company shall be shared among the members, and the losses of the limited liability company shall be borne by the members in proportion to each member's respective percentage interest in the limited liability company.

8. DISTRIBUTIONS

8.1 To the fullest extent allowed by the Limited Liability Company Act (the "**Act**"), the Net Cash Flow, if any, of the limited liability company shall be distributed at least annually among the members in proportion to each member's respective percentage interest in the limited liability company. For such purpose, "Net Cash Flow" shall mean:

- (a) For each calendar year, all cash income and receipts of whatsoever nature or kind received by the limited liability company less all costs and expenses incurred or paid by, and all net additions to reserves of, the limited liability company (whether operating or capital costs, and including without limitation, all costs to acquire its interest in the real property described in Article 3, payments upon the principal of any indebtedness, secured or unsecured, of the limited liability company, expenditures for capital improvement, additions or replacements and any other expenditures which are not deductible in arriving at the limited liability company's federal taxable income, such as expenses for repairs and reserves to meet anticipated expenses as the manager shall deem to be reasonably necessary); plus
- (b) Any other funds deemed by the manager to be available for distribution.

8.2 The net proceeds from the sale of all or any portion of any real property of the limited liability company shall be distributed to the members in proportion to each member's respective percentage in the limited liability company.

9. DESIGNATION OF MANAGER

9.1 Hunter Foote shall act as manager until his successor is elected and qualifies.

9.2 The manager of the limited liability company shall be elected annually at a meeting of the members or by other action of the members to be held or taken on each annual anniversary of the date of these Articles, or as soon thereafter as such meeting or action can be held or taken. Such person who receives the approval of those members who own an aggregate of more than fifty percent (50%) of the total percentage interests of all members of the limited liability company shall be elected manager, and the Articles of Organization shall be amended to any extent required under the Act. The number of managers may be increased or decreased as determined also by the consent of those members whose respective percentage interests in the limited liability company in the aggregate exceed fifty percent (50%) of the total percentage interests of all members of the limited liability company.

9.3 Whenever the consent or approval of the members is referred to in these Articles, the consent or approval by sufficient members authorized to make such a decision shall be effective whether votes are cast at a meeting of members (and whether or not all of the members are in attendance at such meeting), or by formal or informal, oral or written instructions of such members, or otherwise, and such determination so made by the members shall be effective and legally binding upon all the members, regardless of the number of members who may actually vote or otherwise participate therein.

10. RIGHTS AND POWERS OF THE MANAGER

10.1 The manager shall have sole and complete control of the management and operation of the affairs and business of the limited liability company and shall operate the limited liability company for the benefit of all of the members. One of the signatures of the manager shall be sufficient to bind the limited liability company (so long as such signatory has the consent thereto of the other managers, if there is more than one manager).

10.2 The manager (acting for and on behalf and at the expense of the limited liability company), in extension and not in limitation of the rights and powers given by law or by the other provisions of these Articles, shall, in its sole discretion, have full and entire right, power and authority in the management of the business and affairs of the limited liability company:

- (a) to purchase, acquire, own, lease, manage and operate, either directly or indirectly, the real estate described in Article 3 hereof (or any interest or interests therein), and to carry on any and all activities related thereto; and to invest and reinvest any funds or monies of the limited liability company in such property, real,

personal, or mixed, as may be consistent with the purposes of the limited liability company set forth in Article 3 hereof;

- (b) subject to the provisions of Article 12.2 hereof, to sell, with or without notice, at public or private sale, and to exchange, trade, transfer, assign, convey, mortgage or otherwise encumber, finance, refinance, lease for any term, pledge, appraise, or have appraised, apportion, divide in kind, borrow on, hypothecate or give options for any and all of the property of the limited liability company, whether real or personal, upon such terms and conditions as the manager, in its sole discretion, may deem to be in the best interests of the limited liability company, and in so doing to execute, acknowledge, seal and deliver all necessary documents or instruments;
- (c) to cause the limited liability company to participate in any capacity (whether as stockholder, bondholder, creditor, partner, venturer, member, fiduciary, beneficiary or otherwise) in any business or organization or enterprise, whether incorporated or unincorporated, in any manner or form whatsoever, to the extent consistent with the purposes of the limited liability company set forth in Article 3 hereof;
- (d) to employ agents, servants, employees and independent contractors to assist in or assume full responsibility for the management and operation of the business of the limited liability company, including persons related to or affiliated with the manager, and, in each such instance, to pay them reasonable compensation therefor;
- (e) to commence or defend litigation with respect to the limited liability company or any of its assets or liabilities; to compromise, settle, arbitrate, or otherwise adjust claims in favor of or against the limited liability company and to insure its assets and undertakings and the manager against any and all risks;
- (f) to make loans and extend credit to the limited liability company; to borrow money from any member, bank, lending institution, and other lender for any purpose of the limited liability company, and in connection therewith, issue notes, debentures or any other evidence of indebtedness and encumber the assets of the limited liability company to secure repayment of borrowed sums; and no member, bank, lending institution or other lender to which application is made for a loan by the manager shall be required to inquire as to the purposes for which such loan is sought, and as between this limited liability company and such member, bank, lending institution or other lender, it shall be conclusively presumed that the proceeds of such loan are to be and will be used for the purposes authorized under these Articles; and to obtain replacement or refinancing of any indebtedness or security therefor with respect to any property of the limited liability company, or to repay the same in whole or in part and whether or not a prepayment penalty may be incurred;
- (g) to own, improve, develop, operate, manage and lease the real estate described in Article 3 hereof; to construct, alter, improve, demolish or repair buildings, structures, or other improvements on such real estate; to settle boundary lines and to grant and reserve easements, covenants, rights-of-way and other rights or privileges with respect to such real estate; and to partition and to join with co-owners and others in dealing with such real estate in any way;
- (h) to make such elections under the tax laws of the United States, the several states and other relevant jurisdictions as to the treatment of items of income, gain, loss, deduction and credit, and as to all other relevant matters, as the manager, in its sole discretion, deem necessary or desirable; and
- (i) to make investments in government obligations, bank certificates of deposit, short-term debt securities, and short-term commercial paper, pending initial investment or future reinvestment of the funds of the limited liability company, and to provide a source from which to meet contingencies.

10.3 To the extent permitted by the Act, all powers of the manager hereunder may be exercised by it, and any or all of such powers may be assigned or delegated by the manager to any other person or persons, including the other members of the limited liability company and other persons and entities related to or affiliated with the manager.

10.4 In addition to the specific rights and powers herein granted to the manager, the manager shall possess and may enjoy and exercise all of the rights and powers of manager as provided in the Act.

10.5 The manager or its delegate(s), as the case may be, shall devote such of their time to the business of the limited liability company as they may, in their sole discretion, deem to be necessary to conduct said business. Any of the members and any manager may engage in or possess an interest in other business ventures of every nature and description, whether or not in competition with the business of the limited liability company, independently or with others, including, but not limited to, the ownership, financing, leasing, operation, management, syndication, brokerage and development of real property; and neither the limited liability company nor the members shall have any right by virtue of these Articles in and to such independent ventures or to the income or profits derived therefrom.

10.6 The limited liability company shall, to the fullest extent permitted by law, indemnify, defend and save harmless the manager and former manager(s) from any and all claims, actions, causes of action, suits, proceedings, losses, damage, liability, costs and expenses (including, without limitation, attorneys' fees and expenses, and court costs) asserted against or incurred or sustained by them by reason of any act performed by them while manager or any omission on their part while manager to act for or in behalf of the limited liability company and in furtherance of its interest provided that the manager(s) acted in good faith and in a manner the manager(s) reasonably believed to be in, or not opposed to, the best interest of the limited liability company and, with respect to any criminal action or proceeding, had no reason to believe that their conduct was unlawful.

10.7 The manager shall not be liable for any mistakes in judgment or for any inadvertent failure to perform any of its obligations hereunder, or for any loss due to such mistake or failure to perform, or due to the negligence, dishonesty, fraud or bad faith of any employee or other agent of the limited liability company.

10.8 The manager, on behalf of the limited liability company, may contract with any person related to or affiliated with the manager, and the manager and such persons related to or affiliated with the limited liability company (including any of the directors, officers or employees of such person), their designees and nominees, shall not be liable to the limited liability company or to any of the members for damages, losses, liability or expenses of any nature whatsoever resulting from mistakes in judgment or any acts or omissions, whether or not disclosed, unless caused by willful misconduct.

10.9 Notwithstanding anything to the contrary contained herein, the manager shall not perform any act on behalf of the limited liability company without the approval of those members who own an aggregate of more than fifty percent (50%) (or 75% in the case of the last sentence of Article 12.2 below) of the total percentage interests of all members of the limited liability company, which approval may be made in writing or at a meeting of the limited liability company in accordance with Article 12.3 below; provided that each member, by its execution of these Articles, approves of the execution, delivery and performance, from time to time, of, and directs the manager to execute, deliver and perform [identify agreements or transactions which have already been approved by a majority of the members and/or may be entered into and performed without specific approval of the members].

10.10 Unless not required by applicable law, the identification "a limited liability company" shall appear after the name of the limited liability company on all correspondence, stationery, checks, invoices and any and all documents and papers executed by the limited liability company.

11. LEGAL TITLE TO PROPERTY

Legal title to all or any portion of the property of the limited liability company shall be held in the name of "Vanderburgh Communities, LLC" or, to the extent allowed by the Act, in such other name as the manager, in its sole discretion, shall determine to be in the best interest of the limited liability company. Without limiting the foregoing grant of authority, to the extent permitted by the Act, the manager may arrange to have title taken and held in its own name or in the names of trustees, nominees or straw parties for the limited liability company. It is expressly understood and agreed that the manner of holding title to the property (or any part thereof) of the limited liability company is solely for the convenience of the limited liability company, and that all such property shall be treated as property of the limited liability company, subject to the terms of these Articles.

12. RIGHTS AND POWERS OF MEMBERS

12.1 With the exception of the manager(s) designated in Article 9 herein and as they shall be so elected from time to time, no member of the limited liability company shall participate in the management of the business and affairs of the limited liability company, except as otherwise provided in these Articles.

12.2 The manager of the limited liability company shall have the authority to amend these Articles provided that any such amendment shall have received the consent of those members whose aggregate percentage interests in the limited liability company exceed fifty percent (50%) of the total percentage interests of all members of the limited liability company and the agreement of a majority in number of the managers. A sale, exchange, lease, mortgage, pledge or other transfer of any substantial assets of the limited liability company shall require consent of members whose aggregate percentage interests in the limited liability company exceed seventy-five percent (75%) of the total percentage interests of all members of the limited liability company.

12.3 Meetings of the limited liability company for any purpose shall be held at the call of the manager. All such meetings shall be held at a place designated by the manager, and notice of such location and of the date and time of the meeting shall be given by the manager to each member at least ten (10) days prior to such date (unless such notice is waived as to any member, by such member).

12.4 The members of the limited liability company shall have the right and the power to admit additional members upon the unanimous consent of all of the then members.

13. TRANSFERABILITY AND REDEMPTION OF INTERESTS

13.1 Except as otherwise provided in this Article 13, none of the members of the limited liability company shall have the right to transfer or assign any part or all of their interest in the limited liability company, and any purported transfer or assignment shall be void and of no force or effect, and may be ignored by the limited liability company and its members. If all members of the limited liability company other than the member proposing to dispose of his or her interest do not approve of the proposed transfer or assignment by unanimous written consent, the transferee of the member's interest shall have no right to participate in the management of the business and affairs of the limited liability company or to become a member. In that event, the transferee shall only be entitled to receive the share of profits or other compensation by way of income and the return of contributions, to which that member otherwise would be entitled.

13.2 In the event of an assignment pursuant to this Article 13, the limited liability company shall, upon the unanimous written consent of all remaining members, continue with respect to the remaining members; appropriate adjustments shall be made to their capital accounts and percentage interests to reflect the assignment of the interest of the assignor member; and an election may be made by the manager, in its sole discretion, to adjust the basis of assets of the limited liability company.

13.3 Notwithstanding any provisions of Article 13.1, no transfer or assignment of all or any portion of a member's interest in the limited liability company shall be effective, unless the transferor or assignor delivers to the limited liability company a written opinion of counsel acceptable to the limited liability company, to the effect that:

- (a) such transfer or assignment, when added to the total of all other transfers and assignments of interest in the limited liability company within the preceding twelve (12) months, would not result in the limited liability company being considered to have terminated within the meaning of Section 708 of the Code;
- (b) such transferor assignment would not violate the Securities Act of 1933, as amended, or any state securities of "Blue Sky" laws applicable to the limited liability company or the interest to be transferred or assigned; and
- (c) such transfer or assignment would not cause the limited liability company to lose its status as a partnership for federal income tax purposes, result in a nonexempt "prohibited transaction" as defined under Section 4975 of the Code, with respect to the limited liability company or any of its managers or members or cause the limited liability company to be subject to registration as an investment company under the Investment Company Act of 1940.

13.4 Each transferor or assignor and each transferee or assignee agrees that it will pay all reasonable expenses, including attorneys' fees, incurred by the limited liability company in connection with a transfer or assignment of all or any portion of such transferor's or assignor's interest in the limited liability company being transferred to such transferee or assignee.

13.5 A person who is the transferee or assignee of all or any portion of the interest of a member as permitted hereby but does not become a substituted member and who desires to make a further transfer or assignment of all or any portion of such interest, shall be subject to all of the provisions of this Article 13 to the same extent and in the same manner as any member desiring to make a transfer or assignment of all or any portion of its interest.

14. DISSOLUTION

14.1 The limited liability company shall be dissolved upon the occurrence of any of the following events:

- (a) when the period fixed for the duration of the limited liability company shall expire;
- (b) by the unanimous agreement of all members, which shall be in writing;
- (c) upon the death, retirement, resignation, expulsion, bankruptcy, court declaration of incompetence with respect to, or dissolution of, a member or the occurrence of any other event that terminates the continued membership of a member in the limited liability company, unless within ninety (90) days after such event there are at least two (2) remaining members and all the remaining members elect to continue the business of the limited liability company by unanimous agreement; or,
- (d) upon the occurrence of any other event specified in section 35-1 of the Act.

14.2 As soon as possible following the occurrence of any of the events specified in this Article effecting the dissolution of the limited liability company, the limited liability company shall execute and file, with the Secretary, articles of dissolution in accordance with Sections 3515 and 35-20 of the Act and in such form as shall be prescribed by the Secretary.

14.3 Upon a dissolution of the limited liability company, the assets thereof shall be liquidated, and the proceeds therefrom, together with assets distributed in kind to the extent sufficient therefor, shall be applied and distributed in order of priority as follows:

- (a) First, to creditors of the limited liability company, including members who are creditors, in the order of priority provided by law, in satisfaction of liabilities of the limited liability company other than liabilities for distribution to members under Section 25-1 or Section 25-10 of the Act;
- (b) Second, to members of the limited liability company in respect of their share of the profits and other compensation by way of income on their contributions; and
- (c) Third, to members of the limited liability company in respect of their contributions to capital.

14.4 The manager of the limited liability company shall not be personally liable for the return or repayment of all or any portion of the contributions of any member; any such return or repayment shall be made solely from assets of the limited liability company.

15. BANK ACCOUNTS

The funds of the limited liability company shall be deposited in such bank account or accounts as the manager shall deem appropriate, in its sole discretion, and the manager shall arrange for the appropriate conduct of such accounts. The name of the LLC shall appear on all bank accounts in which funds of the limited liability company are deposited.

16. MISCELLANEOUS PROVISIONS

16.1 Unless otherwise provided in these Articles, no member shall be liable to any other member or to the limited liability company for any good faith act or omission to act in the exercise of his or her judgment under the provisions of these Articles.

16.2 Nothing herein contained shall be construed to constitute any member hereof the agent of any other member or to limit in any manner the members in the carrying on of their own respective business or activities.

16.4 These Articles set forth all (and are intended by all parties hereto to be an integration of all) of the covenants, promises, agreements, warranties and representations among the parties hereto with respect to the limited liability company, the business of the limited liability company and the property of the limited liability company, and there are no covenants, promises, agreements, warranties or representations, oral and written, express or implied, among them other than as set forth herein.

16.5 Nothing contained in these Articles shall be construed as requiring the commission by any person of any act contrary to applicable law, including, without limitation, Section 4975 of the Code (to the extent applicable). Wherever there is any conflict between any provision of these Articles and any statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such manner that the provision(s) of these Articles thus affected shall be curtailed and limited only to the extent necessary to conform with said requirement of law. In the event that any part, section, paragraph or clause of these Articles shall be held to be indefinite, invalid or otherwise unenforceable, the entire Articles shall not fail on account thereof, and the balance of the Articles shall continue in full force and effect.

16.6 The limited liability company shall indemnify, defend and save harmless each member or former member of the limited liability company against expenses actually and reasonably incurred by him, her or it in connection with the defense of an action, suit or proceeding, civil or criminal, in which he, she or it is made a party by reason of being or having been such member, except in relation to matters as to which he, she or it shall be adjudged in the action, suit or proceeding to be liable for gross negligence or willful misconduct.

17. GOVERNING LAW

It is the intention of the parties hereto that these Articles shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware.

18. BURDEN AND BENEFIT

These Articles are binding upon and shall inure to the benefit of the parties hereto and their respective heirs, guardians, executors, administrators, personal and legal representatives, and successors and to the assigns of the parties hereto to the extent, but only to the extent, the same is provided for in accordance with, and permitted by, the provisions of these Articles.

19. NOTICES

Except as otherwise provided in these Articles, any notice, consent or other communication required or permitted hereunder shall be in writing and shall be addressed, in the case of the limited liability company, to its principal place of business specified in Article 2, in the case of the manager, to its office at the location specified in Article 9.1, and, in the case of any member, to its address set forth opposite its signature below, as specified on or to such other address or person as any of the foregoing parties shall furnish to the other parties in writing; and any such communication so addressed shall be deemed to have been given when delivered by hand or on the earlier of actual receipt and three (3) business days after being sent by registered or certified mail, postage prepaid, return receipt requested, or one (1) business day after being sent by overnight courier, telegram, or cable or on actual receipt after being sent by any means not specified herein.

20. DIRECTORS

In discharging the duties of their positions and in considering the best interests of the LLC, a Manager shall consider the effects of any action or inaction on:

- a) the members of the LLC;
- b) the employees and work force of the Company, its subsidiaries, and its suppliers;
- c) the interests of its customers as beneficiaries of the purpose of the LLC to have a material positive impact on society and the environment;
- d) community and societal factors, including those of each community in which offices or facilities of the LLC, its subsidiaries, or its suppliers are located;
- e) the local and global environment;
- f) the short-term and long-term interests of the LLC, including benefits that may accrue to the LLC from its long-term plans and the possibility that these interests may be best served by the continued independence of the LLC; and
- g) the ability of the LLC to create a material positive impact on society and the environment, taken as a whole.

In discharging his or her duties, and in determining what is in the best interests of the LLC and its members, a Manager shall not be required to regard any interest, or the interests of any particular group affected by an action or inaction, including the members, as a dominant or controlling interest or factor. A Manager shall not be personally liable for monetary damages for: (i) any action or inaction in the course of performing the duties of a Manager under this paragraph if the Manager was not interested with respect to the action or inaction; or (ii) failure of the LLC to create a material positive impact on society and the environment, taken as a whole.

A Manager does not have a duty to any person other than a member in its capacity as a member with respect to the purpose of the Company or the obligations set forth in this Article, and nothing in this Article express or implied, is intended to create or shall create or grant any right in or for any person other than a member or any cause of action by or for any person other than a member or the Company.

Notwithstanding anything set forth herein, a Manager is entitled to rely on the provisions regarding "best interests" set forth above in enforcing his or her rights hereunder and under state law, and such reliance shall not, absent another breach, be construed as a breach of a Manager's duty of care, even in the context of a Change in Control Transaction where, as a result of weighing the interests set forth in subsection (a)(i)-(vii) above, a managing member determines to accept an offer, between two competing offers, with a lower price per unit.

A Manager who makes a business judgment in good faith fulfills the duty under this section if the Manager: (i) is not interested in the subject of the business judgment; (ii) is informed with respect to the subject of the business judgment to the extent the director reasonably believes to be appropriate under the circumstances; and (iii) rationally believes that the business judgment is in the best interests of the Company.

IN WITNESS WHEREOF, the parties have executed these Articles as of the day and year first above written.

Address: 119 Forest Street
Worcester, MA 01609



Name printed:

Hunter Foote
a natural person

Percentage Interest: 100%



HARBOR LAW GROUP

300 West Main Street, Building A, Unit 1 | Northborough, MA 01532

Sent via first class mail

November 15, 2021

Hunter Foote
Vanderburgh House, LLC
119 Forest Street
Worcester, MA 01609

Re: Federal Trademark Registration No. 6,550,153 "Vanderburgh House"

Dear Mr. Foote:

I am pleased to inform you that your application for the federal registration of "Vanderburgh House" was approved by the United States Patent and Trademark Office. Please find enclosed for your records the official Certificate of Registration. No further filings are necessary until between the 5th and 6th year after the mark was registered. My office will contact you prior to this deadline to discuss the file requirements.

Very truly yours,

/Mary C. Casey/

Mary C. Casey,
Managing Attorney

MCC/ka

Enclosures

United States of America

United States Patent and Trademark Office

Vanderburgh House

Reg. No. 6,550,153

Registered Nov. 09, 2021

Int. Cl.: 43

Service Mark

Principal Register

Vanderburgh IP, LLC (DELAWARE LIMITED LIABILITY COMPANY)
119 Forest Street
Worcester, MASSACHUSETTS 01609

CLASS 43: Providing temporary housing accommodations for individuals who require a sober environment; Providing temporary housing accommodations for individuals recovering from drug and alcohol addiction

FIRST USE 4-1-2016; IN COMMERCE 4-18-2016

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

No claim is made to the exclusive right to use the following apart from the mark as shown: "HOUSE"

The name(s), portrait(s), and/or signature(s) shown in the mark does not identify a particular living individual.

SER. NO. 88-943,411, FILED 06-02-2020



Donna Harshbarger

Performing the Functions and Duties of the
Under Secretary of Commerce for Intellectual Property and
Director of the United States Patent and Trademark Office



REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION

WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.

Requirements in the First Ten Years*

What and When to File:

- **First Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- **Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.* See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.

Recording your trademark registration with U.S. Customs and Border Protection

Why record your registration

Some imported goods bear trademarks that are counterfeits or infringing versions of federally registered trademarks. The importation of such goods threatens the U.S. economy, the competitiveness of our businesses, and in some cases, the health and safety of consumers.

If your business's products are likely targets for international counterfeiters (e.g., popular or high-demand products), consider applying to record your trademark registration with U.S. Customs and Border Protection (CBP). Recording your trademark registration helps CBP detain and seize imported goods if they violate your recorded trademark. The recordation process is a critical tool in CBP's efforts to protect intellectual property rights at the border.

How to record your registration

To record with CBP, you must:

- **Own a federally registered trademark.** Your trademark must be on the Principal Register. It must be registered for use on goods.
- **Apply for recordation.** You can apply through CBP's Intellectual Property Rights e-Recordation system: <https://iprr.cbp.gov>.

- **Pay the application fee.** There is a fee for recording your trademark registration with CBP.
- **Periodically apply to renew.** To maintain your recordation, you must apply for renewal and pay renewal fees at regular intervals that correspond to your trademark registration renewal at the United States Patent and Trademark Office.

Trademark owners who record with CBP often provide information to CBP about authorized manufacturers and importers as well as potential unauthorized shipments to aid in CBP's efforts to detain and seize infringing goods before they enter the U.S. market.

Additional resources

For assistance with the recordation application process, contact CBP's Intellectual Property Rights Branch at iprrquestions@cbp.dhs.gov or 202-325-0020.

For more about CBP's role in protecting intellectual property rights, visit www.cbp.gov/trade/priority-issues/ipr/.

UNITED STATES
PATENT AND TRADEMARK OFFICE

uspto

Official USPTO emails vs. potentially misleading offers from private companies

Watch for official USPTO emails about your registration.

Why our emails are important

Your registration may expire or be canceled unless you maintain it. We use email to:

- Send you courtesy reminders of upcoming deadlines for necessary maintenance filings.
- Notify you if someone files a petition to cancel your registration with the Trademark Trial and Appeal Board.

We do **not** send reminders by regular mail. Put the USPTO on your "approved-senders list" so email from us is not treated as junk mail.

How to stay up to date

Your email address may change over time. Update it with us whenever it changes, including if an attorney represented you before your trademark registered but now no longer does.

Use the Trademark Electronic Application System (TEAS) Change Address or Representation form at <https://teas.uspto.gov/wna/ccr/car>.

Beware of potentially misleading offers and notices.

All **official correspondence** about your registration will be from the "**United States Patent and Trademark Office**" in Alexandria, VA, and, if by email, from the domain "**@uspto.gov.**" Our email reminders will direct you to make all necessary filings and pay all associated fees through TEAS, and will not request any fees by mail.

Private companies **not** associated with the USPTO often use trademark application and registration information from our databases to mail or email trademark-related solicitations. These mailings may offer legal services, trademark monitoring services, recording trademarks with U.S. Customs and Border Protection, and "registering" trademarks in a private registry. Most require "fees" to be paid.

These companies may have names similar to the USPTO and include the terms "United States," "U.S.," "Trademark," "Patent," "Registration," "Office," or "Agency." Some companies attempt to make their offers and notices look like official government documents by using data publicly available from USPTO records.

See the reverse side to learn where to report misleading offers and notices.

UNITED STATES
PATENT AND TRADEMARK OFFICE

uspto

Where to report misleading offers and notices.

If you receive a trademark-related offer or notice that you believe is misleading, please immediately file a consumer complaint with the Federal Trade Commission (FTC) at www.FTC.gov and retain the notice and the envelope it came in. We also encourage recipients of misleading trademark-related mailings to contact their state consumer protection authorities.

For more information, including examples, visit our "**Caution: misleading notices**" webpage at www.uspto.gov/TrademarkSolicitations. If the company that contacted you is not identified on our webpage, please email TMScams@uspto.gov and attach a digital photograph of the notice and the envelope it came in, so that we may consider adding the example to our webpage. Unfortunately, we do not have the legal authority to pursue refunds from a private company for you if you paid money or signed up for services based on a misleading offer or notice.



Getting started

[Trademark basics](#)

[Process overview](#)

[Trademark FAQs](#)

[Hiring a U.S.-licensed attorney](#)

[Madrid Protocol & international protection](#)

Caution: misleading notices

Don't be fooled by potentially misleading offers and notices from private companies

Some trademark applicants and registrants have paid fees to private companies, mistakenly thinking they were paying fees required by the USPTO. We do not endorse any of these private companies and you are not required to use them. Keep reading for information on potentially misleading offers and notices—also called solicitations—and how to identify them.

- [What is a trademark-related solicitation?](#)
- [What kinds of trademark-related services do private companies offer?](#)
- [How can I tell the difference between potentially misleading trademark offers and notices and](#)