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**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**

Office of the Secretary of State  
Corporations Division  
148 W. River Street  
Providence, Rhode Island 02904-2615

**FILED**  
JAN 22 2008  
By AMF  
9.05  
1F47350

**LIMITED LIABILITY COMPANY**

**ARTICLES OF ORGANIZATION**

Pursuant to the provisions of Chapter 7-16 of the General Laws of Rhode Island, 1956, as amended, 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:

RDRF LLC

2. The address of the limited liability company's resident agent in Rhode Island is:

One Turks Head Place, Suite 500

Providence

, RI 02903

(Street Address, not P.O. Box)

(City/Town)

(Zip Code)

and the name of the resident agent at such address is Zachary G. Darrow, Esq.

(Name of Agent)

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 only)

a partnership

or

a corporation

or

disregarded as an entity separate from its member

4. The address of the principal office of the limited liability company if it is determined at the time of organization:

**Not determined at time of organization**

(If not determined, so state)

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 Chapter 7-16, unless a more limited purpose or duration is set forth in paragraph 6 of these Articles of Organization.

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

**See Exhibits A and B attached hereto.**

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7. Management of the Limited Liability Company:

A. The limited liability company is to be managed  by its members. *(If you have checked this box, go to item no. 8.)*

or

B. The limited liability company is to be managed  by one (1) or more managers. *(If the limited liability company has managers at the time of the filing of these Articles of Organization, state the name and address of each manager.)*

Manager

Address

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8. The date these Articles of Organization are to become effective, if later than the date of filing, is:  
**upon filing**

(not prior to, nor more than 30 days after, the filing of these Articles of Organization)

Name and Address of Authorized Person:

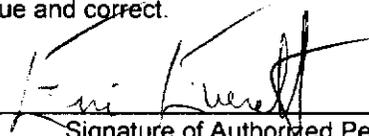
**Eric Everett, DarrowEverett LLP**

**One Turks Head Place, Suite 500**

**Providence, RI 02903**

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.

Date: \_\_\_\_\_

  
\_\_\_\_\_  
Signature of Authorized Person

## EXHIBIT A

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 members of the limited liability company may include provisions in the limited liability company's operating agreement, or the managers may authorize agreements to be entered into with each member, manager, agent or employee, past or present, of the limited liability company (an "Indemnified Person"), for the purpose of indemnifying an Indemnified Person in the manner and to the extent permitted by the Act.

(B) In addition to the authority conferred upon the members and managers of the limited liability company by the foregoing paragraph (A), the members of the limited liability company may include provisions in the operating agreement, or the managers may authorize agreements to be entered into with each Indemnified Person, for the purpose of indemnifying such person in the manner and to the extent provided herein:

(i) The operating agreement provisions or agreements authorized hereby may provide that the limited liability company shall, subject to the provisions of this Article Sixth II(B), pay, on behalf of an Indemnified Person any Loss or Expenses arising from any claim or claims which are made against the Indemnified Person (whether individually or jointly with other Indemnified Persons) by reason of any Covered Act of the Indemnified Person.

(ii) For the purposes of this Article Sixth II(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 that 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.

(iii) The operating agreement provisions or agreements authorized hereby may cover Loss or Expenses arising from any claims made against a retired Indemnified Person, the estate, heirs or legal representative of a deceased Indemnified Person or the legal representative of an incompetent, insolvent or bankrupt Indemnified Person, where the Indemnified Person was an Indemnified Person at the time the Covered Act upon which such claims are based occurred.

(iv) Any operating agreement provisions or agreements authorized hereby may provide for the advancement of Expenses to an Indemnified Person prior to the final disposition of any action, suit or proceeding, or any appeal therefrom, involving such Indemnified Person and based on the alleged commission by such Indemnified Person of a Covered Act, subject to an undertaking by or on behalf of such Indemnified Person to repay the same to the limited liability company if the Covered Act involves a claim for which indemnification is not permitted under clause (v), below, and the final disposition of such action, suit, proceeding or appeal results in an adjudication adverse to such Indemnified Person.

(v) The operating agreement provisions or agreements authorized hereby may not indemnify an Indemnified Person from and against any Loss, and the limited liability company shall not reimburse for any Expenses, in connection with any claim or claims made against an Indemnified Person which the limited liability company has determined to have resulted from: (1) any breach of the Indemnified Person's duty of loyalty to the limited liability company or its members; (2) acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law; (3) action contravening Section 17 of the Act; or (4) a transaction from which the person seeking indemnification derived an improper personal benefit.

## EXHIBIT B

### SIXTH:

III. Until that certain \$19,150,000 loan (the "Loan") from Legg Mason Real Estate Capital II, Inc., a Delaware corporation ("Lender") has been repaid in full, Robert Day LLC (the "Company") shall operate in accordance with and subject to the restrictions and limitations as follows.

#### The Company:

(a) shall at all times act as the sole managing member of Robert Day with all of the rights, powers, obligations and liabilities of manager under the operating agreements of Robert Day and shall take any and all actions and do any and all things necessary or appropriate to the accomplishment of same;

(b) shall not, nor shall any partner, limited or general, manager, member or shareholder of Company, as applicable, amend, modify or otherwise change its partnership certificate, partnership agreement, articles of incorporation, limited liability company agreement, by-laws, operating agreement, articles of organization, or other formation agreement or document, as applicable, in any material term or manner, or in a manner which adversely affects Company's existence as a single purpose entity;

(c) shall not institute proceedings to be adjudicated bankrupt or insolvent; or consent to the institution of bankruptcy or insolvency proceedings against it; or file a petition seeking, or consent to, reorganization or relief under any applicable federal or state law relating to bankruptcy; or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of a substantial part of its property; or make any assignment for the benefit of creditors; or admit in writing its inability to pay its debts generally as they become due; or take any corporate action in furtherance of any such action, in each case without the unanimous consent of all of the members of Company, including, without limitation the Independent Manager (defined below);

(d) shall not institute proceedings to adjudicate Robert Day bankrupt or insolvent, consent to the institution of bankruptcy or insolvency proceedings against Robert Day, file a petition seeking, or consent to, reorganization or relief of Robert Day under any applicable federal or state law relating to bankruptcy, consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of a substantial part of Robert Day's property, consent to any assignment by Robert Day for the benefit of creditors, admit in writing to the inability of Robert Day to pay its respective debts generally as they become due, and or take any corporate action in furtherance of any such action, in each case without the unanimous consent of all of the members of Company, including, without limitation the Independent Manager;

(d) shall not (i) liquidate or dissolve the Company in whole or in part and (ii) consolidate, merge or enter into any form of consolidation with or into any other entity, including without limitation any Affiliate (defined below), nor convey, transfer or lease their assets substantially as an entirety to any person or entity nor permit any entity to consolidate, merge or enter into any form of consolidation with or into Company, nor convey, transfer or lease its assets substantially as an entirety to any person or entity;

(e) shall not guarantee, pledge its assets for the benefit of, or otherwise become liable on or in connection with any obligation of any other person or entity;

(f) shall not own any asset other than its interest in Robert Day;

(g) shall not engage, directly or indirectly, in any business other than the management of the Robert Day and the Property, as the sole managing member of Robert Day;

(h) shall not enter into any other contract or agreement with any partner, manager, member, principal, shareholder or Affiliate of Robert Day or any Affiliate of any partner, manager, member, principal or shareholder of Robert Day except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms' length basis with third parties other than an Affiliate;

(i) shall not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than Affiliate advances or trade payables or accrued expenses incurred in the ordinary course of business of operating the Property; no other debt may be secured (senior, subordinate or pari passu) by the Property;

(j) shall not make any loans or advances to any third party (including, without limitation, any Affiliate);

(k) shall be solvent and pay its debt from its assets as the same shall become due;

(l) shall do all things necessary to preserve its existence, and shall not, nor shall any partner, manager, member or shareholder, amend, modify or otherwise change its partnership certificate, certificate of formation, partnership agreement, articles of incorporation, bylaws or operating agreement in a manner which adversely affects Company's existence as a single purpose entity;

(m) shall conduct and operate its business as presently conducted and operated;

(n) shall maintain financial statements, books and records and bank accounts separate from those of its Affiliates, including, without limitation, its members;

(o) shall be, and at all times shall hold itself out to the public as, a legal entity separate and distinct from any other entity (including any Affiliate thereof);

- (p) shall file its own tax returns;
- (q) shall maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations;
- (r) shall not seek the dissolution or winding up, in whole or in part, of Company or Robert Day;
- (s) shall not commingle the funds and other assets of Company or Robert Day with those of any member, any Affiliate or any other person;
- (t) has and shall maintain its assets in such a manner that it is not costly or difficult to segregate, ascertain or identify its individual assets from those of any Affiliate or any other person;
- (u) does not and shall not hold itself out to be responsible for the debts or obligations of any other person;
- (v) shall not do any act which would make it impossible to carry on the ordinary business of Company;
- (w) shall not possess or assign its interest in Robert Day for other than a business or company purpose;
- (x) shall not sell, encumber or otherwise dispose of all or substantially all of its interest in Robert Day;
- (y) shall not hold title to Company's assets other than in Company's name;
- (z) shall not seek the dissolution or winding up, in whole or in part, of Robert Day; and
- (aa) shall not remove Independent Manager without the consent of Lender.

"Independent Manager" means an individual who is not at time of initial appointment and has not been at any time during the preceding five (5) years: (i) a stockholder, director, officer, employee, partner or member of Company, Robert Day or any Affiliate of either of them; (ii) a customer, supplier or other person who purchases any goods or services from or derives any revenues from its activities with Company or Robert Day or any Affiliate of either of them; (iii) a person or other entity controlling or under common control with any such stockholder, member, customer, supplier or other person; (iv) an attorney or counsel to Company, Robert Day or any Affiliate of either of them; (v) a member of the immediate family of any such stockholder, director, officer, employee, partner, member, customer, supplier or other person.

"Affiliate" means any person or entity (i) which owns beneficially, directly or indirectly, more than fifty percent (50%) of the outstanding voting securities or which is

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otherwise in control of the Company, (ii) of which more than fifty percent (50%) of the outstanding voting securities are owned beneficially, directly or indirectly, by any entity described in clause (i) above, or (iii) which is controlled by an entity described in clause (i) above; provided that for the purposes of this definition the term "control" and "controlled by" shall have the meanings assigned to them in Rule 405 under the Securities Act of 1933, as amended.



# State of Rhode Island and Providence Plantations

**A. Ralph Mollis**

*Secretary of State*

## STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

I, A. RALPH MOLLIS, Secretary of State of the State of Rhode Island  
and Providence Plantations, 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:

A handwritten signature in black ink that reads "A. Ralph Mollis".

A. RALPH MOLLIS

*Secretary of State*

