RI SOS Filing Number: 201291292460 Date: 03/21/2012 2:39 PM

Filing Fee: $50.00 **ID Number:** 000300333

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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

LIMITED LIABILITY COMPANY

ARTICLES OF AMENDMENT TO ARTICLES OF ORGANIZATION

Pursuant to the provisions of Section 7-16-12 of the General Laws of Rhode Island, 1956, as amended, the undersigned limited liability company hereby amends its Articles of Organization as follows:

1. The name of the limited liability company is:

   RDRF LLC

2. The Articles of Organization of the limited liability company as amended or restated to date are amended as follows:

   [Insert Amendment(s)]

   (If additional space is required, please list on separate attachment)

   Article 6 is hereby amended by deleting Exhibits A and B in their entirety and replacing them with Exhibit A attached to these Articles of Amendment to Articles of Organization.

RECEIVED SECRETARY OF STATE CORPORATIONS DIV
2012 MAR 21 PM 2:39

3. The effective date of this amendment, if later than the date of the filing of these Articles of Amendment, is:

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

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

Date: **March 21, 2012**

RDRF LLC
Print Name of Limited Liability Company

By
Signature of Authorized Person

FILED 239
MAR 2 1 2012
BY D 1166037

Form No. 401
Revised: 07/07

EXHIBIT A

SIXTH:

Until such time as that certain Eighteen Million Five Hundred Thousand and 00/100 Dollars ($18,500,000.00) loan (the "Loan") to Robert Day, LLC ("Robert Day") from Archetype Mortgage Capital LLC, a Delaware limited liability company ("Lender") has been repaid in full, the Company shall be operated in accordance with and subject to the restrictions and limitations set forth below:

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 take any action that might cause Company to become insolvent; 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 declare or effectuate a moratorium on the payment of any obligations; 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, take any action that might cause Robert Day to become insolvent, consent to any assignment by Robert Day for the benefit of creditors, admit in writing to the inability of Robert Day to pay its resepective debts generally as they become due, declare or effectuate a moratorium on the payment of any of Robert Day's obligations, 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;

(e) 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;

(f) has not and 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;

(g) does not own and shall not own any asset other than its interest in Robert Day;

(h) is not engaged and shall not engage, directly or indirectly, in any business other than owning its interest in Robert Day and the management of the Robert Day and the Property, as the sole managing member of Robert Day;

(i) 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;

(j) has not incurred and 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 that (A) do not exceed at any one time $10,000.00, and (B) are paid within thirty (30) days after the date incurred; no other debt may be secured (senior, subordinate or pari passu) by the Property;

(k) has not made and shall not make any loans or advances to any third party (including, without limitation, any Affiliate);

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

(m) has done or caused to be done and 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;

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

(o) shall maintain financial statements, books and records and bank accounts separate from those of its Affiliates, including, without limitation, its members, shall not permit any Affiliate or constituent party independent access to Company's bank accounts, Company's assets will not be listed as assets on the financial statement of any other Person, provided, however, that Company's assets may be included in a consolidated financial statement of its Affiliates provided that (i) appropriate notation shall be made on such consolidated financial statements to indicate the separateness of Company and such Affiliates and to indicate that Company's assets and credit are not available to satisfy the debts and other obligations of such Affiliates or any other Person, and (ii) such assets shall be listed on Company's own separate balance sheet, and Company has maintained and shall maintain its books, records, resolutions and agreements as official records;

(p) 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), shall maintain and arms-length relationship with its Affiliates, shall correct any known misunderstanding regarding its status as a separate entity, shall conduct business in its own name, shall not identify itself or any of its Affiliates as a division or department or part of the other and shall maintain and utilize separate stationery, invoices and checks bearing its own name;

(q) shall file its own tax returns and will not file a consolidated federal income tax return with any other Person;

(r) 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, and has allocated and shall allocate fairly and reasonably any overhead expenses that are shared with any Affiliate, including shared office space;

(s) shall not seek the dissolution or winding up, in whole or in part, of Company or Robert Day;

(t) shall not commingle the funds and other assets of Company or Robert Day with those of any member, any Affiliate or any other person, and shall compensate each of Company's employees, consultants and agents from its own funds for services provided;

(u) 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;

(v) does not and shall not hold itself out to be responsible for the debts or obligations of any other person and, other than in connection with the Loan, has not and will not pledge its assets for the benefit of any other Person;

(w) shall not do any act which would make it impossible to carry on the ordinary business of Company;

(x) shall not possess or assign its interest in Robert Day for other than a business or company purpose;

(y) shall not sell, encumber or otherwise dispose of all or substantially all of its interest in Robert Day;

(z) shall not hold title to Company's assets other than in Company's name;

(aa) shall not seek the dissolution or winding up, in whole or in part, of Robert Day;

(bb) shall not remove or replace Independent Manager unless Company provides Lender with not less than three (3) Business Days' prior written notice of (a) any proposed removal of an Independent Manager, together with a statement as to the reasons for such removal, and (b) the identity of the proposed replacement Independent Manager, together with a certification that such replacement satisfies the requirements for an Independent Manager set forth herein;

(cc) shall at all times have at least one (1) Independent Manager;

(dd) shall, along with the Independent Manager, consider the interests of Company's creditors in connection with all Company actions; and

(ee) has not, does not, and shall not have any of its obligations guaranteed by any Affiliate.

"Independent Manager" means an individual who has at least three (3) years prior employment experience as an independent director, manager or member with a company that provides such services and which is reasonably satisfactory to Lender, who is not on the board of directors or managers of more than two (2) Affiliates, and who is not at the 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. As used in this paragraph, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management, policies or activities of such Person, whether through ownership of voting securities, by contract or otherwise. An individual who satisfies the foregoing definition other than clause (ii) shall not be disqualified from serving as an Independent Manager of Company if such individual is an independent director or special manager provided by a nationally recognized company that provides professional independent directors and special managers and also provides other corporate services in the ordinary course of its business.

"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 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:
March 21, 2012 2:39 PM

A. RALPH MOLLIS

Secretary of State

SEAL OF THE STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
HOPE
1636

74636-1-728324