



**State of Rhode Island and Providence Plantations
Office of the Secretary of State**

Fee: \$150.00

Division Of Business Services
148 W. River Street
Providence RI 02904-2615
(401) 222-3040

**Limited Liability Company
Articles of Organization**

(Chapter 7-16-6 of the General Laws of Rhode Island, 1956, as amended)

ARTICLE I

The name of the limited liability company is: Crown Plumbing, LLC

ARTICLE II

The street address (post office boxes are not acceptable) of the limited liability company's registered agent in Rhode Island is:

No. and Street: 10 DORRANCE STREET
SUITE 530

City or Town: PROVIDENCE State: RI Zip: 02903

The name of the resident agent at such address is: BRUCE A. WOLPERT, ESQ.

ARTICLE III

Under the terms of these Articles of Organization and any written operating agreement made or intended to be made, the limited liability company is intended to be treated for purposes of federal income taxation as:
Check one box only

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

ARTICLE IV

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

No. and Street: 11 GRASSY PLAIN ROAD

City or Town: BARRINGTON State: RI Zip: 02806 Country: USA

ARTICLE V

The limited liability company has the purpose of engaging in any lawful business, unless a more limited purpose is set forth in Article VI of these Articles of Organization.

The period of its duration is: Perpetual

ARTICLE VI

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

A. 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 R.I.G.L.
SECTION 7-16-
17 (1956 EDITION, AS AMENDED) AS SET FORTH UNDER THE RHODE ISLAND LIMITED
LIABILITY COMPANY ACT, AS MAY HEREAFTER BE AMENDED (THE "ACT"), EXCEPT
FOR (1)
LIABILITY FOR BREACH OF THE MANAGER'S DUTY OF LOYALTY TO THE LIMITED
LIABILITY
COMPANY OR ITS MEMBERS, (2) LIABILITY FOR ACTS OR OMISSIONS NOT IN GOOD
FAITH
OR WHICH INVOLVE INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF
LAW, (3)
LIABILITY IMPOSED PURSUANT TO THE PROVISION OF R.I.G.L. SECTION 7-16-32 (1956
EDITION, AS AMENDED) OR (4) 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.

B. (1) THE MEMBERS OF THE LIMITED LIABILITY COMPANY MAY
INCLUDE PROVISION IN THE LIMITED LIABILITY COMPANY'S OPERATING
AGREEMENT, IF
ANY, OR THE MANAGERS, IF ANY, 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 TO THE EXTENT PERMITTED BY THE ACT.

(2) IN ADDITION TO THE AUTHORITY CONFERRED UPON THE MEMBERS
AND MANAGERS OF THE LIMITED LIABILITY COMPANY BY THE FOREGOING
PARAGRAPH (1),
THE MEMBERS OF THE LIMITED LIABILITY COMPANY MAY INCLUDE PROVISIONS IN
THE
OPERATING AGREEMENT, IF ANY, OR THE MANAGERS, MAY AUTHORIZE
AGREEMENTS TO BE
ENTERED INTO WITH EACH INDEMNIFIED PERSON, FOR THE PURPOSE OF
INDEMNIFYING SUCH
PERSON AND TO THE EXTENT PROVIDED HEREIN:

(A) ANY OPERATING AGREEMENT PROVISIONS OR
AGREEMENTS AUTHORIZED HEREBY MAY PROVIDE THAT THE LIMITED LIABILITY
COMPANY
SHALL, SUBJECT TO THE PROVISIONS OF THIS ARTICLE VI B (2), 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.

(B) FOR THE PURPOSES OF THIS ARTICLE VI B (2), WHEN USED HEREIN, THE FOLLOWING ARE DEFINED AS FOLLOWS:

(I) "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;

(II) "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;

(III) "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

(IV) "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) ANY 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.

(D) 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 (E), BELOW, AND THE
FINAL DISPOSITION OF SUCH ACTION, SUIT, PROCEEDING OR APPEAL RESULTS IN AN
ADJUDICATION ADVERSE TO SUCH INDEMNIFIED PERSON.

(E) ANY 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: (I) ANY BREACH OF THE INDEMNIFIED PERSON'S DUTY OF LOYALTY TO THE LIMITED LIABILITY COMPANY OR ITS MEMBERS; (II) ACTS OR OMISSIONS NOT IN GOOD
FAITH OR WHICH INVOLVE INTENTIONAL MISCONDUCT OR KNOWING VIOLATION OF LAW;
(III) ACTION CONTRAVENING SECTION 7-16-17 OF THE ACT; OR (IV) A TRANSACTION FROM WHICH THE PERSON SEEKING INDEMNIFICATION DERIVED AN IMPROPER PERSONAL
BENEFIT.

ARTICLE VII

The limited liability company is to be managed by its Members or Managers (check one)
(If managed by Members, go to ARTICLE VIII)

The name and address of each manager (If LLC is managed by Members, DO NOT complete this section):

Title	Individual Name	Address
	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code, Country

ARTICLE VIII

The date these Articles of Organization are to become effective, not prior to, nor more than 30 days after the filing of these Articles of Organization.

Later Effective Date:

This electronic signature of the individual or individuals signing this instrument constitutes the affirmation or acknowledgement of the signatory, under penalties of perjury, that this instrument is that individual's act and deed or the act and deed of the company, and that the facts stated

herein are true, as of the date of the electronic filing, in compliance with R.I. Gen. Laws § 7-16.

Signed this 8 Day of October, 2014 at 1:26:39 PM by the Authorized Person.

JUDITH A. JAVERY

Address of Authorized Signer:

WOLPERT & ASSOCIATES, INC.

10 DORRANCE STREET, SUITE 530

PROVIDENCE, RI 02903

Form No. 400
Revised 09/07

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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

