



**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: Local Mercantile, 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: 301 PROMENADE STREET

City or Town: PROVIDENCE

State: RI

Zip: 02908

The name of the resident agent at such address is: KAREN G. DELPONTE, 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: C/O KAREN G. DELPONTE, ESQ.

CAMERON & MITTLEMAN LLP, 301

PROMENADE STREET

City or Town: PROVIDENCE

State: RI Zip: 02908 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:

I. A MEMBER OR 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 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 MEMBER OR MANAGER DERIVED AN IMPROPER PERSONAL BENEFIT, UNLESS SAID TRANSACTION WAS WITH THE INFORMED CONSENT OF THE MEMBERS OR A MAJORITY OF THE DISINTERESTED MEMBERS AND/OR MANAGERS. IF THE GENERAL LAWS ARE AMENDED AFTER THE ADOPTION OF THIS ARTICLE 6 TO AUTHORIZE ACTION FURTHER ELIMINATING OR LIMITING THE PERSONAL LIABILITY OF MEMBERS AND/OR MANAGERS, THEN THE LIABILITY OF EACH MEMBER AND/OR MANAGER OF THE LIMITED LIABILITY COMPANY SHALL BE ELIMINATED OR LIMITED TO THE FULLEST EXTENT PERMITTED BY THE GENERAL LAWS, AS SO AMENDED. NEITHER THE AMENDMENT NOR REPEAL OF THIS ARTICLE 6 NOR THE ADOPTION OF ANY PROVISION OF THESE ARTICLES OF ORGANIZATION INCONSISTENT WITH THIS ARTICLE 6 SHALL ELIMINATE OR REDUCE THE EFFECT OF THIS ARTICLE 6 IN RESPECT OF ANY MATTER OCCURRING, OR ANY CAUSE OF ACTION, SUIT OR CLAIM RELATING TO ANY MATTER OCCURRING, PRIOR TO SUCH AMENDMENT, REPEAL OR ADOPTION OF AN INCONSISTENT PROVISION.

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 6 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 6, WHEN USED HEREIN

(1) "MANAGER(S)" MEANS ANY OR ALL OF THE MANAGERS OF THE LIMITED  
LIABILITY COMPANY OR THOSE ONE OR MORE MEMBERS OR OTHER PERSONS WHO  
ARE  
EXERCISING ANY POWERS NORMALLY VESTED IN THE MANAGERS;

(2) "LOSS" MEANS ANY AMOUNT WHICH AN INDEMNIFIED PERSON IS LEGALLY  
OBLIGATED TO PAY FOR ANY CLAIM FOR COVERED ACTS AND SHALL INCLUDE,  
WITHOUT  
BEING LIMITED TO, DAMAGES, SETTLEMENTS, FINES, PENALTIES OR, WITH RESPECT  
TO EMPLOYEE BENEFIT PLANS, EXCISE TAXES;

(3) "EXPENSES" MEANS ANY EXPENSES INCURRED IN CONNECTION WITH THE  
DEFENSE AGAINST ANY CLAIM FOR COVERED ACTS, INCLUDING, WITHOUT BEING  
LIMITED TO, LEGAL, ACCOUNTING OR INVESTIGATIVE FEES AND EXPENSES OR  
BONDS  
NECESSARY TO PURSUE AN APPEAL OF AN ADVERSE JUDGMENT; AND

(4) "COVERED ACT" MEANS ANY ACT OR OMISSION BY THE INDEMNIFIED PERSON  
IN THE INDEMNIFIED PERSON'S OFFICIAL CAPACITY WITH THE LIMITED LIABILITY  
COMPANY AND WHILE SERVING AS SUCH OR WHILE SERVING AT THE REQUEST OF  
THE  
LIMITED LIABILITY COMPANY AS A MEMBER OF THE GOVERNING BODY, MANAGER,  
OFFICER, EMPLOYEE OR AGENT OF ANOTHER LIMITED LIABILITY COMPANY,  
CORPORATION, PARTNERSHIP, JOINT VENTURE, TRUST, OTHER ENTITY OR  
ENTERPRISE,  
INCLUDING, BUT NOT LIMITED TO ANY ENTITIES AND ENTERPRISES WHICH ARE  
SUBSIDIARIES OR AFFILIATES OF THE LIMITED LIABILITY COMPANY, OR EMPLOYEE  
BENEFIT PLAN.

(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 AGREEMENT 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.

#### 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: 10/25/2014

*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 24 Day of October, 2014 at 11:00:42 AM by the Authorized Person.**

EILEEN K. TOBIN, CORPORATE PARALEGAL

**Address of Authorized Signer:**

CAMERON & MITTLEMAN LLP

301 PROMENADE STREET

PROVIDENCE, RI 02908

Form No. 400  
Revised 09/07

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