



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

Fee: \$230.00

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

**Business Corporation  
Articles of Incorporation**

(Chapter 7-1.2- of the General Laws of Rhode Island, 1956, as amended)

**ARTICLE I**

The name of the corporation is DACA, Inc.

☒ This is a close corporation pursuant to § 7-1.2-1701 of the General Laws, 1956, as amended. (Uncheck if inapplicable.)

**ARTICLE II**

The total number of shares which the corporation has authority to issue is:  
(Unless otherwise stated all authorized shares are deemed to have a nominal or par value of \$0.01 per share.)

Class of Stock	Par Value Per Share	Total Authorized Shares <i>Number of Shares</i>
CNP	\$0.0000	50,000.00

A statement of all or any of the designations and the powers, preferences, and rights, including voting rights, and the qualifications, limitations, or restrictions of them, which are permitted by the provisions of Chapter 7-1.2 of the General Laws, 1956, as amended, in respect of any class or classes of shares of the corporation and the fixing of which by the articles of association is desired, and an express grant of the authority as it may then be desired to grant to the board of directors to fix by vote or votes any of them that may be desired but which is not fixed by the articles:

THE TOTAL NUMBER OF SHARES OF EACH CLASS OF STOCK THAT THE CORPORATION IS AUTHORIZED TO ISSUE IS 50,000 SHARES, WHICH SHALL CONSIST ENTIRELY OF COMMON STOCK.

THE RESTRICTIONS IMPOSED BY THE ARTICLES OF ORGANIZATION UPON THE TRANSFER OF SHARES OF ANY CLASS OR SERIES OF STOCK ARE AS FOLLOWS:

RIGHT OF FIRST REFUSAL. NO SHAREHOLDER OF THE CORPORATION SHALL SELL, ASSIGN, PLEDGE OR OTHERWISE TRANSFER (COLLECTIVELY, "TRANSFER") ANY OF THE SHARES OF STOCK OF THE CORPORATION OR ANY RIGHT OR INTEREST THEREIN, WHETHER VOLUNTARILY OR BY OPERATION OF LAW, OR BY GIFT OR OTHERWISE, EXCEPT BY A TRANSFER WHICH MEETS THE FOLLOWING REQUIREMENTS:

IF ANY SHAREHOLDER (THE "SELLING SHAREHOLDER") PROPOSES TO TRANSFER ANY SHARES OF STOCK OF THE CORPORATION (THE "OFFERED SHARES"), THEN THE SELLING SHAREHOLDER SHALL FIRST GIVE WRITTEN NOTICE OF THE PROPOSED TRANSFER (THE "TRANSFER NOTICE") TO THE CORPORATION. THE TRANSFER NOTICE SHALL NAME THE PROPOSED TRANSFEREE AND STATE THE NUMBER OF OFFERED SHARES, THE PRICE PER SHARE AND ALL OTHER MATERIAL TERMS AND CONDITIONS OF THE TRANSFER.

FOR 15 DAYS FOLLOWING ITS RECEIPT OF SUCH TRANSFER NOTICE, THE CORPORATION SHALL HAVE THE OPTION TO PURCHASE ALL OR ANY LESSER PART OF THE OFFERED SHARES AT THE PRICE AND UPON THE TERMS SET FORTH IN THE TRANSFER NOTICE. IN THE EVENT THE CORPORATION ELECTS TO PURCHASE ALL OF THE OFFERED SHARES, IT SHALL GIVE WRITTEN NOTICE OF ITS ELECTION TO THE SELLING SHAREHOLDER WITHIN SUCH 15-DAY PERIOD, AND THE SETTLEMENT OF THE SALE OF SUCH OFFERED SHARES SHALL BE MADE AS PROVIDED BELOW.

IF THE CORPORATION DOES NOT ELECT TO ACQUIRE ALL OF THE OFFERED SHARES, THE CORPORATION SHALL, WITHIN 15 DAYS AFTER RECEIPT OF THE TRANSFER NOTICE, GIVE WRITTEN NOTICE OF ITS DECISION TO THE HOLDERS OF STOCK OF THE CORPORATION OTHER THAN THE SELLING SHAREHOLDER ("ELIGIBLE SHAREHOLDERS"). SUCH NOTICE SHALL STATE THE NUMBER OF OFFERED SHARES AVAILABLE FOR PURCHASE. EACH ELIGIBLE SHAREHOLDER SHALL BE ENTITLED TO PURCHASE THAT PROPORTION OF THE OFFERED SHARES AVAILABLE FOR PURCHASE AS THE NUMBER OF SHARES OF COMMON STOCK OWNED BY HIM OR HER BEARS TO THE TOTAL NUMBER OF ISSUED AND OUTSTANDING SHARES OF COMMON STOCK OF THE CORPORATION THEN OWNED BY ALL ELIGIBLE SHAREHOLDERS. FOR THIS PURPOSE, ANY SHARES OF CONVERTIBLE PREFERRED STOCK OF THE CORPORATION THEN OUTSTANDING SHALL BE TREATED AS IF CONVERTED INTO THE NUMBER OF SHARES OF COMMON STOCK INTO WHICH SUCH SHARES MAY THEN BE CONVERTED. WITHIN TEN DAYS AFTER MAILING OF SUCH NOTICE TO THE ELIGIBLE SHAREHOLDERS, EACH ELIGIBLE SHAREHOLDER SHALL GIVE WRITTEN NOTICE TO THE CORPORATION AND THE SELLING SHAREHOLDER STATING HOW MANY SHARES OF HIS OR HER PRO RATA ALLOTMENT HE OR SHE WILL PURCHASE AND HOW MANY ADDITIONAL SHARES HE OR SHE WILL PURCHASE IF ADDITIONAL OFFERED SHARES ARE MADE AVAILABLE. IF AN ELIGIBLE SHAREHOLDER FAILS TO RESPOND IN WRITING WITHIN THIS TEN-DAY PERIOD TO THE NOTICE GIVEN BY THE CORPORATION, THE RIGHT OF SUCH ELIGIBLE SHAREHOLDER TO ACQUIRE HIS OR HER PROPORTIONATE PART OF THE OFFERED SHARES OF THE SELLING SHAREHOLDER SHALL TERMINATE. IF ONE OR MORE ELIGIBLE SHAREHOLDERS DO NOT ELECT TO ACQUIRE HIS OR HER FULL PRO RATA SHARES OF THE OFFERED SHARES AVAILABLE, THESE OFFERED SHARES SHALL BE ALLOCATED TO EACH OTHER ELIGIBLE SHAREHOLDER IN THE SAME PROPORTION AS THE ELIGIBLE SHAREHOLDER'S HOLDINGS OF COMMON STOCK BEARS TO THE AGGREGATE OF ALL ELIGIBLE SHAREHOLDERS' HOLDINGS OF COMMON STOCK (TREATING ALL SHARES OF CONVERTIBLE PREFERRED STOCK AS IF CONVERTED INTO COMMON STOCK). IF ANY ELIGIBLE SHAREHOLDER IS THEREBY GIVEN THE RIGHT TO PURCHASE A GREATER NUMBER OF OFFERED SHARES THAN HE OR SHE HAS SUBSCRIBED FOR, THE EXCESS SHALL BE REALLOCATED TO THE OTHER ELIGIBLE SHAREHOLDERS ON THE SAME PROPORTIONATE BASIS DESCRIBED ABOVE. THE CORPORATION SHALL ALLOCATE AND REALLOCATE THE SHARES AVAILABLE ACCORDING TO THIS PROCEDURE, BUT IT SHALL HAVE DISCRETION TO ALLOCATE AMOUNTS OF LESS THAN 100 SHARES AS IT SEES FIT IN ITS SOLE DISCRETION. ALL ALLOCATIONS AND REALLOCATIONS PURSUANT TO THIS PARAGRAPH MUST BE COMPLETED WITHIN 14 DAYS AFTER THE END OF THE TEN DAY PERIOD REFERRED TO ABOVE.

IF THE CORPORATION AND/OR ELIGIBLE SHAREHOLDERS ELECT TO ACQUIRE ALL, BUT NOT LESS THAN ALL, OF THE OFFERED SHARES, THE CORPORATION SHALL SO NOTIFY THE SELLING SHAREHOLDER AND SETTLEMENT SHALL BE MADE AT THE PRINCIPAL OFFICE OF THE CORPORATION IN CASH WITHIN 30 DAYS AFTER THE CORPORATION RECEIVES THE TRANSFER NOTICE; PROVIDED THAT IF THE TERMS OF PAYMENT SET FORTH IN THE TRANSFER NOTICE WERE OTHER THAN CASH AGAINST DELIVERY OF SUCH CONSIDERATION, THE CORPORATION AND/OR THE ELIGIBLE SHAREHOLDERS SHALL PAY FOR THE OFFERED SHARES ON THE SAME TERMS AND CONDITIONS SET FORTH IN THE TRANSFER NOTICE.

IF THE CORPORATION AND/OR THE ELIGIBLE SHAREHOLDERS DO NOT ELECT TO ACQUIRE ALL OF THE OFFERED SHARES, THE SELLING SHAREHOLDER MAY, WITHIN THE 90-DAY PERIOD FOLLOWING THE EXPIRATION OF THE OPTION RIGHTS GRANTED TO THE CORPORATION AND THE ELIGIBLE SHAREHOLDERS, TRANSFER THE OFFERED SHARES TO THE PROPOSED TRANSFEREE OR ANY OTHER PURCHASER, PROVIDED THAT THIS SALE SHALL NOT BE ON TERMS AND CONDITIONS MORE FAVORABLE TO THE PURCHASER THAN THOSE CONTAINED IN THE TRANSFER NOTICE. NOTWITHSTANDING ANY OF THE ABOVE, ALL OFFERED SHARES TRANSFERRED PURSUANT TO THIS SECTION SHALL BE SUBJECT TO THE PROVISIONS OF THIS SECTION IN THE SAME MANNER AND TO THE SAME EXTENT AS BEFORE THE TRANSFER.

THE FOLLOWING TRANSACTIONS SHALL BE EXEMPT FROM THE PROVISIONS OF THIS SECTION:

(1) A SHAREHOLDER'S TRANSFER OF ANY OR ALL OF HIS OR HER SHARES EITHER DURING HIS OR HER LIFETIME OR ON DEATH BY WILL OR INTESTACY TO HIS OR HER IMMEDIATE FAMILY OR TO A TRUST THE BENEFICIARIES OF WHICH ARE EXCLUSIVELY ONE OR MORE OF THE SHAREHOLDER AND A MEMBER OR MEMBERS OF THE SHAREHOLDER'S IMMEDIATE FAMILY. "IMMEDIATE FAMILY" SHALL MEAN SPOUSE, LINEAL DESCENDANT, FATHER, MOTHER, BROTHER OR SISTER OF THE SHAREHOLDER MAKING THE TRANSFER;

(2) A SHAREHOLDER'S BONA FIDE PLEDGE OR MORTGAGE OF HIS OR HER SHARES WITH A

COMMERCIAL LENDING INSTITUTION;

(3) A CORPORATE SHAREHOLDER'S TRANSFER OF ANY OR ALL OF ITS SHARES PURSUANT TO AND IN ACCORDANCE WITH THE TERMS OF ANY MERGER, CONSOLIDATION, SHARE EXCHANGE, RECLASSIFICATION OF SHARES OR CAPITAL REORGANIZATION OF THE CORPORATE SHAREHOLDER, OR PURSUANT TO A SALE OF SUBSTANTIALLY ALL OF THE STOCK OR ASSETS OF A CORPORATE SHAREHOLDER;

(4) A CORPORATE SHAREHOLDER'S TRANSFER OF ANY OR ALL OF ITS SHARES TO ANY OR ALL OF ITS SHAREHOLDERS;

(5) A TRANSFER BY A SHAREHOLDER THAT IS A PARTNERSHIP TO ANY OR ALL OF ITS PARTNERS OR RETIRED PARTNERS, OR TO THE ESTATE OF ANY PARTNER OR RETIRED PARTNER;

(6) A TRANSFER BY A SHAREHOLDER THAT IS A LIMITED LIABILITY COMPANY TO ANY OR ALL OF ITS MEMBERS OR RETIRED MEMBERS, OR TO THE ESTATE OF ANY MEMBER OR RETIRED MEMBER;

(7) A TRANSFER PURSUANT TO AN AGREEMENT AMONG THE SHAREHOLDER AND OTHER SHAREHOLDER(S) OF THE CORPORATION PROVIDING FOR "TAKE ME ALONG" OR "CO-SALE" RIGHTS OR ANY STOCK RESTRICTION AGREEMENT BETWEEN THE SHAREHOLDER AND THE CORPORATION;

(8) A TRANSFER TO A PERSON WHO IS ALREADY A SHAREHOLDER OF THE CORPORATION;

(9) A TRANSFER TO THE GUARDIAN OR CONSERVATOR OF THE SHAREHOLDER; AND

(10) ANY TRANSFER PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT FILED BY THE CORPORATION WITH THE SECURITIES AND EXCHANGE COMMISSION; PROVIDED, HOWEVER, THAT IN ANY SUCH CASE, EXCEPT AS OTHERWISE PROVIDED IN SUBSECTION (J) BELOW, THE TRANSFEREE OR OTHER RECIPIENT SHALL RECEIVE AND HOLD SUCH SHARES OF STOCK SUBJECT TO THE PROVISIONS OF THIS SECTION AND THERE SHALL BE NO FURTHER TRANSFER OF SUCH SHARES OF STOCK EXCEPT IN ACCORDANCE WITH THIS SECTION.

A SHAREHOLDER OF THE CORPORATION SHALL BE DEEMED TO HAVE GIVEN A TRANSFER NOTICE TO THE CORPORATION AND TO HAVE OFFERED TO SELL ALL OF THE SHARES OF STOCK OF THE CORPORATION THEN HELD BY SUCH SHAREHOLDER:

- IF SUCH SHAREHOLDER DIES AND AS A RESULT ANY TRANSFER OF STOCK IS TO BE MADE OTHER THAN AS PERMITTED BY SUBSECTION (F)(1) ABOVE;
- IF SUCH SHAREHOLDER APPLIES FOR OR CONSENTS TO THE APPOINTMENT OF A CUSTODIAN, RECEIVER, TRUSTEE OR LIQUIDATOR OF ANY OF HIS OR HER PROPERTIES;
- IF SUCH SHAREHOLDER ADMITS IN WRITING HIS OR HER INABILITY TO PAY HIS OR HER DEBTS AS THEY MATURE;
- IF THERE IS A DISSOLUTION, TERMINATION OF EXISTENCE, LIQUIDATION, INSOLVENCY OR BUSINESS FAILURE OF THE SHAREHOLDER;
- IF THERE IS A COMPOSITION OR AN ASSIGNMENT OR TRUST MORTGAGE FOR THE BENEFIT OF CREDITORS BY THE SHAREHOLDER;
- UPON THE COMMENCEMENT BY OR AGAINST THE SHAREHOLDER OF ANY PROCEEDING UNDER THE UNITED STATES BANKRUPTCY CODE OR ANY OTHER FEDERAL OR STATE BANKRUPTCY, REORGANIZATION, RECEIVERSHIP, INSOLVENCY OR OTHER SIMILAR LAW AFFECTING THE RIGHTS OF CREDITORS GENERALLY; OR
- IF THAT SHAREHOLDER'S SHARES ARE SUBJECT TO (I) ATTACHMENT OR EXECUTION OF A JUDGMENT OR (II) ANY OTHER TRANSFER BY COURT ORDER, OPERATION OF LAW, BY GIFT OR OTHERWISE WITHOUT CONSIDERATION (OTHER THAN PURSUANT TO SUBSECTION (F)).

IF ANY OFFER IS DEEMED TO HAVE BEEN MADE UNDER THIS ARTICLE, THE CORPORATION AND/OR THE ELIGIBLE SHAREHOLDERS MAY ELECT TO PURCHASE ALL OR ANY PORTION OF SUCH OFFERED SHARES, AND THE PRICE TO BE PAID BY THE CORPORATION AND/OR THE ELIGIBLE SHAREHOLDERS FOR THE OFFERED SHARES SO DEEMED TO BE OFFERED SHALL BE THE MOST RECENT VALUATION FOR SUCH SHARES OF STOCK ESTABLISHED BY THE BOARD OF DIRECTORS. IF THE SHARES ARE NOT PURCHASED BY THE CORPORATION AND/OR THE ELIGIBLE SHAREHOLDERS BUT ARE TRANSFERRED TO OTHER PARTIES, THE TRANSFERRED SHARES SHALL THEREAFTER BE RELEASED FROM ALL RESTRICTIONS UNDER THIS SECTION.

THE CORPORATION MAY ASSIGN ITS RIGHTS TO PURCHASE SHARES OF STOCK IN ANY PARTICULAR TRANSACTION UNDER THIS SECTION TO ONE OR MORE PERSONS OR ENTITIES.

ANY SALE OR TRANSFER, OR PURPORTED SALE OR TRANSFER, OF SECURITIES OF THE CORPORATION SHALL BE NULL AND VOID UNLESS THE TERMS, CONDITIONS AND PROVISIONS OF THIS SECTION ARE STRICTLY OBSERVED AND FOLLOWED.

THE FOREGOING RIGHT OF FIRST REFUSAL SHALL TERMINATE UPON EITHER OF THE FOLLOWING DATES, WHICHEVER SHALL FIRST OCCUR:

- UPON THE CLOSING OF THE FIRST PUBLIC OFFERING OF SECURITIES OF THE CORPORATION THAT IS EFFECTED PURSUANT TO A REGISTRATION STATEMENT FILED WITH, AND DECLARED EFFECTIVE BY, THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (OTHER THAN AN OFFERING REGISTERED ON FORM S 4, FORM S 8 OR ANY SUCCESSOR FORMS) THAT RESULTS IN AGGREGATE GROSS PROCEEDS TO THE CORPORATION (AGGREGATE SALES PRICE TO THE PUBLIC LESS UNDERWRITERS' DISCOUNTS) OF AT LEAST \$1,000,000.00; OR
- UPON THE SALE OF ALL OR SUBSTANTIALLY ALL OF THE SHARES OR BUSINESS OF THE CORPORATION, BY MERGER, CONSOLIDATION, SHARE EXCHANGE, SALE OF ASSETS OR OTHERWISE.

THE FOLLOWING LEGEND SHALL BE NOTED CONSPICUOUSLY ON THE FRONT OR BACK OF CERTIFICATES REPRESENTING CERTIFICATED SHARES OF STOCK OF THE CORPORATION AND SHALL BE CONTAINED IN THE INFORMATION STATEMENT REQUIRED BY OF THE RHODE ISLAND BUSINESS CORPORATION ACT OR OTHER AUTHORITY, AS AMENDED FROM TIME TO TIME, FOR UNCERTIFICATED SHARES OF STOCK OF THE CORPORATION:

"THE SHARES REPRESENTED BY THIS CERTIFICATE OR DESCRIBED IN THIS INFORMATION STATEMENT ARE SUBJECT TO A RIGHT OF FIRST REFUSAL IN FAVOR OF THE CORPORATION AND ITS OTHER SHAREHOLDERS, AS PROVIDED IN THE ARTICLES OF ORGANIZATION OF THE CORPORATION, A COPY OF WHICH CAN BE OBTAINED FROM THE SECRETARY OF THE CORPORATION."

**ARTICLE III**

The street address (post office boxes are not acceptable) of the initial registered office of the corporation is:

No. and Street: 2247 WEST SHORE ROAD  
City or Town: WARWICK State: RI Zip: 02889  
The name of its initial registered agent at such address is CARNIG ASHCHIAN

**ARTICLE IV**

The corporation has the purpose of engaging in any lawful business, and shall have perpetual existence until dissolved or terminated in accordance with Chapter 7-1.2.

**ARTICLE V**

Additional provisions, if any, not inconsistent with Chapter 7-1.2 which the incorporators elect to have set forth in these Articles of Incorporation:

OTHER LAWFUL PROVISIONS:  
1. AUTHORITY OF DIRECTORS TO CREATE NEW CLASSES AND SERIES OF SHARES. THE BOARD OF DIRECTORS, ACTING WITHOUT THE SHAREHOLDERS, MAY (A) RECLASSIFY ANY UNISSUED SHARES OF ANY AUTHORIZED CLASS OR SERIES INTO ONE OR MORE EXISTING OR NEW CLASSES OR SERIES, AND (B) CREATE ONE OR MORE NEW CLASSES OR SERIES OF SHARES, SPECIFYING THE NUMBER OF SHARES TO BE INCLUDED THEREIN, THE DISTINGUISHING DESIGNATION THEREOF AND THE PREFERENCES, LIMITATIONS AND RELATIVE RIGHTS APPLICABLE THERETO,

PROVIDED THAT THE BOARD OF DIRECTORS MAY NOT APPROVE AN AGGREGATE NUMBER OF AUTHORIZED SHARES OF ALL CLASSES AND SERIES WHICH EXCEEDS THE TOTAL NUMBER OF AUTHORIZED SHARES SPECIFIED IN THE ARTICLES OF ORGANIZATION APPROVED BY THE SHAREHOLDERS.

2. MINIMUM NUMBER OF DIRECTORS. THE BOARD OF DIRECTORS MAY CONSIST OF ONE OR MORE INDIVIDUALS, NOTWITHSTANDING THE NUMBER OF SHAREHOLDERS.

3. PERSONAL LIABILITY OF DIRECTORS TO CORPORATION. NO DIRECTOR SHALL HAVE PERSONAL LIABILITY TO THE CORPORATION FOR MONETARY DAMAGES FOR BREACH OF HIS OR HER FIDUCIARY DUTY AS A DIRECTOR NOTWITHSTANDING ANY PROVISION OF LAW IMPOSING SUCH LIABILITY, PROVIDED THAT THIS PROVISION SHALL NOT ELIMINATE OR LIMIT THE LIABILITY OF A DIRECTOR (A) FOR ANY BREACH OF THE DIRECTOR' S DUTY OF LOYALTY TO THE CORPORATION OR ITS SHAREHOLDERS, (B) FOR ACTS OR OMISSIONS NOT IN GOOD FAITH OR WHICH INVOLVE INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF LAW, (C) FOR IMPROPER DISTRIBUTIONS UNDER OF THE GENERAL LAWS OF RHODE ISLAND, OR (D) FOR ANY TRANSACTION FROM WHICH THE DIRECTOR DERIVED AN IMPROPER PERSONAL BENEFIT.

4. SHAREHOLDER VOTE REQUIRED TO APPROVE MATTERS ACTED ON BY SHAREHOLDERS.

THE AFFIRMATIVE VOTE OF A MAJORITY OF ALL THE SHARES IN A VOTING GROUP ELIGIBLE TO VOTE ON A MATTER SHALL BE SUFFICIENT FOR THE APPROVAL OF THE MATTER, NOTWITHSTANDING ANY GREATER VOTE ON THE MATTER OTHERWISE REQUIRED BY ANY PROVISION OF CHAPTER 7-1.2 OF THE GENERAL LAWS OF RHODE ISLAND.

5. SHAREHOLDER ACTION WITHOUT A MEETING BY LESS THAN UNANIMOUS CONSENT. ACTION REQUIRED OR PERMITTED BY CHAPTER 7-1.2 OF THE GENERAL LAWS OF RHODE ISLAND TO BE TAKEN AT A SHAREHOLDERS' MEETING MAY BE TAKEN WITHOUT A MEETING BY SHAREHOLDERS HAVING NOT LESS THAN THE MINIMUM NUMBER OF VOTES NECESSARY TO TAKE THE ACTION AT A MEETING AT WHICH ALL SHAREHOLDERS ENTITLED TO VOTE ON THE ACTION ARE PRESENT AND VOTING.

6. AUTHORIZATION OF DIRECTORS TO MAKE, AMEND OR REPEAL BYLAWS. THE BOARD OF DIRECTORS MAY MAKE, AMEND OR REPEAL THE BYLAWS IN WHOLE OR IN PART, EXCEPT WITH RESPECT TO ANY PROVISION THEREOF WHICH BY VIRTUE OF AN EXPRESS PROVISION IN CHAPTER 7-1.2 OF THE GENERAL LAWS OF RHODE ISLAND, THE ARTICLES OF ORGANIZATION OR THE BYLAWS REQUIRES ACTION BY THE SHAREHOLDERS.

7. RIGHT OF FIRST OFFER. IN THE EVENT THE CORPORATION PROPOSES TO OFFER OR SELL ANY NEW SECURITIES, THE CORPORATION SHALL FIRST MAKE AN OFFERING OF SUCH NEW SECURITIES TO EACH HOLDER OF CAPITAL STOCK OF THE CORPORATION (THE "SHAREHOLDERS") IN ACCORDANCE WITH THE FOLLOWING PROVISIONS OF THIS SECTION 6.1 . FOR PURPOSES HEREOF, NEW SECURITIES SHALL MEAN ANY (I) SHARES OF COMMON STOCK, (II) ANY OTHER EQUITY SECURITY OF THE CORPORATION, (III) ANY DEBT SECURITY OF THE CORPORATION (OTHER THAN DEBT WITH NO EQUITY FEATURE) INCLUDING WITHOUT LIMITATION, ANY DEBT SECURITY WHICH BY ITS TERMS IS CONVERTIBLE INTO OR EXCHANGEABLE FOR ANY EQUITY SECURITY OF THE CORPORATION, (IV) ANY SECURITY OF THE CORPORATION THAT IS A COMBINATION OF DEBT AND EQUITY, OR (V) ANY OPTION, WARRANT OR OTHER RIGHT TO SUBSCRIBE FOR, PURCHASE OR OTHERWISE ACQUIRE ANY SUCH EQUITY SECURITY OR ANY SUCH DEBT SECURITY OF THE CORPORATION.

(A) THE CORPORATION SHALL DELIVER A WRITTEN NOTICE (THE "OFFER NOTICE") TO EACH OF THE SHAREHOLDERS STATING (I) ITS INTENTION TO OFFER SUCH NEW SECURITIES, (II) THE NUMBER OF SUCH NEW SECURITIES TO BE OFFERED, AND (III)

THE PRICE AND TERMS, IF ANY, UPON WHICH IT PROPOSES TO OFFER SUCH NEW SECURITIES.

(B) BY WRITTEN NOTIFICATION ( A “NOTICE OF ACCEPTANCE”) RECEIVED BY THE CORPORATION, WITHIN TEN (10) BUSINESS DAYS AFTER MAILING OF THE OFFER NOTICE, EACH OF THE SHAREHOLDERS MAY ELECT TO PURCHASE OR OBTAIN, AT THE PRICE AND ON THE TERMS SPECIFIED IN THE OFFER NOTICE, (I) UP TO THAT PORTION OF SUCH NEW SECURITIES WHICH EQUALS THE PROPORTION THAT THE NUMBER OF SHARES OF COMMON STOCK ISSUED AND HELD (ASSUMING FULL CONVERSION AND EXERCISE OF ALL CONVERTIBLE OR EXERCISABLE SECURITIES), BY SUCH SHAREHOLDER BEARS TO THE TOTAL NUMBER OF SHARES OF COMMON STOCK OF THE CORPORATION THEN OUTSTANDING (ASSUMING FULL CONVERSION AND EXERCISE OF ALL CONVERTIBLE OR EXERCISABLE SECURITIES) (THE “BASIC AMOUNT”) AND (II) SUCH ADDITIONAL PORTION OF THE NEW SECURITIES AS SUCH SHAREHOLDER SHALL INDICATE IT WILL PURCHASE SHOULD THE OTHER SHAREHOLDERS SUBSCRIBE FOR LESS THAN THEIR BASIC AMOUNTS (THE “UNDERSUBSCRIPTION AMOUNT”). IF THE BASIC AMOUNTS SUBSCRIBED FOR BY ALL SHAREHOLDERS ARE LESS THAN THE TOTAL NEW SECURITIES, THEN EACH SHAREHOLDER WHO HAS SET FORTH UNDERSUBSCRIPTION AMOUNTS IN ITS NOTICE OF ACCEPTANCE SHALL BE ENTITLED TO PURCHASE, IN ADDITION TO THE BASIC AMOUNTS SUBSCRIBED FOR, ALL UNDERSUBSCRIPTION AMOUNTS IT HAS SUBSCRIBED FOR; PROVIDED, HOWEVER, THAT SHOULD THE UNDERSUBSCRIPTION AMOUNTS SUBSCRIBED FOR EXCEED THE DIFFERENCE BETWEEN THE NEW SECURITIES AND THE BASIC AMOUNTS SUBSCRIBED FOR (THE “AVAILABLE UNDERSUBSCRIPTION AMOUNT”), EACH SHAREHOLDER WHO HAS SUBSCRIBED FOR ANY UNDERSUBSCRIPTION AMOUNT SHALL BE ENTITLED TO PURCHASE ONLY THAT PORTION OF THE AVAILABLE UNDERSUBSCRIPTION AMOUNT AS THE UNDERSUBSCRIPTION AMOUNT SUBSCRIBED FOR BY SUCH SHAREHOLDER BEARS TO THE TOTAL UNDERSUBSCRIPTION AMOUNTS SUBSCRIBED FOR BY ALL SHAREHOLDERS, SUBJECT TO ROUNDING BY THE BOARD OF DIRECTORS TO THE EXTENT IT REASONABLY DEEMS NECESSARY.

(C) IF ALL NEW SECURITIES REFERRED TO IN THE OFFER NOTICE ARE NOT ELECTED TO BE PURCHASED OR OBTAINED AS PROVIDED IN SECTION 6.1(B) HEREIN, THE CORPORATION MAY, DURING THE NINETY (90) DAY PERIOD FOLLOWING THE EXPIRATION OF THE PERIOD PROVIDED IN SECTION 6.1(B) HEREOF, OFFER THE REMAINING UNSUBSCRIBED PORTION OF SUCH NEW SECURITIES (COLLECTIVELY, THE “REFUSED SECURITIES”) TO ANY PERSON OR PERSONS AT A PRICE NOT LESS THAN, AND UPON TERMS NO MORE FAVORABLE TO THE OFFEREE THAN, THOSE SPECIFIED IN THE OFFER NOTICE. IF THE CORPORATION DOES NOT ENTER INTO AN AGREEMENT FOR THE SALE OF THE NEW SECURITIES WITHIN SUCH PERIOD, OR IF SUCH AGREEMENT IS NOT CONSUMMATED WITHIN SIXTY (60) DAYS OF THE EXECUTION THEREOF, THE RIGHT PROVIDED HEREUNDER SHALL BE DEEMED TO BE REVIVED AND SUCH NEW SECURITIES SHALL NOT BE OFFERED UNLESS FIRST REOFFERED TO THE SHAREHOLDERS IN ACCORDANCE WITH THIS SECTION 7.

(D) THE RIGHT OF FIRST OFFER IN THIS SECTION 7 SHALL NOT BE APPLICABLE TO: (I) UP TO 10,000 SHARES OF COMMON STOCK ISSUED OR DEEMED ISSUED TO EMPLOYEES OR DIRECTORS OF, OR CONSULTANTS TO, THE CORPORATION OR ANY OF ITS SUBSIDIARIES PURSUANT TO A PLAN, AGREEMENT, OR ARRANGEMENT APPROVED BY THE BOARD OF DIRECTORS OF THE CORPORATION; (II) SHARES OF COMMON STOCK ISSUED IN AN INITIAL PUBLIC OFFERING; (III) THE ISSUANCE OF SECURITIES PURSUANT TO THE CONVERSION OR EXERCISE OF CONVERTIBLE OR EXERCISABLE SECURITIES OUTSTANDING ON THE DATE HEREOF; (IV) SECURITIES ISSUED IN CONNECTION WITH ANY STOCK SPLIT OR STOCK DIVIDEND OF THE CORPORATION; (V) THE ISSUANCE OF SECURITIES IN CONNECTION WITH A BONA FIDE BUSINESS ACQUISITION BY THE CORPORATION, WHETHER BY MERGER,

CONSOLIDATION, SALE OF ASSETS, A SALE OR EXCHANGE OF STOCK OR OTHERWISE; OR (VI) THE ISSUANCE OF UP TO AN AGGREGATE OF 27,500 SHARES OF COMMON STOCK, OR THE GRANT OF OPTIONS OR WARRANTS THEREFORE, IN CONNECTION WITH ANY BORROWING, LINE OF CREDIT, LEASING OR SIMILAR FINANCING ARRANGEMENT APPROVED BY THE BOARD OF DIRECTORS OF THE CORPORATION.

THE RIGHT OF FIRST OFFER SET FORTH IN THIS SECTION 7 MAY BE WAIVED UPON THE WRITTEN CONSENT OF THE HOLDERS OF AT LEAST A MAJORITY IN INTEREST OF THE OUTSTANDING SHARES OF CAPITAL STOCK AND ANY SUCH WAIVER WILL BE BINDING ON ALL SHAREHOLDERS.

8. CUMULATIVE VOTING FOR DIRECTORS. THE HOLDERS OF SHARES OF COMMON STOCK OF THE CORPORATION ARE ENTITLED TO CUMULATE THEIR VOTES FOR THE ELECTION OF DIRECTORS.

9. AUTHORITY OF SHAREHOLDERS TO ISSUE SHARES. THE POWERS GRANTED TO THE BOARD OF DIRECTORS PURSUANT TO THE RHODE ISLAND BUSINESS CORPORATION ACT OR OTHER AUTHORITY, INCLUDING WITHOUT LIMITATION THE POWER TO AUTHORIZE THE ISSUANCE OF SHARES AND TO DETERMINE THE FORM AND ADEQUACY OF THE CONSIDERATION FOR SUCH SHARES, MAY ALSO BE EXERCISED BY THE SHAREHOLDERS.

10. NOTICE OF MEETINGS OF SHAREHOLDERS TO BE PROVIDED TO ALL SHAREHOLDERS. ALL SHAREHOLDERS OF THE CORPORATION, WHETHER OR NOT ENTITLED TO VOTE AT ANY ANNUAL OR SPECIAL MEETING OF SHAREHOLDERS, SHALL BE ENTITLED TO NOTICE OF SUCH MEETING OF SHAREHOLDERS IN THE SAME FORM, CONTAINING THE SAME INFORMATION AND WITHIN THE SAME REQUIRED TIME PERIODS AS THE NOTICE DELIVERED TO SHAREHOLDERS ENTITLED TO VOTE AT SUCH MEETING.

#### 11. INDEMNIFICATION OF DIRECTORS AND OFFICERS

SECTION 1. DEFINITIONS. IN THIS PARAGRAPH 11 THE FOLLOWING WORDS SHALL HAVE THE FOLLOWING MEANINGS UNLESS THE CONTEXT REQUIRES OTHERWISE: "CORPORATION", INCLUDES ANY DOMESTIC OR FOREIGN PREDECESSOR ENTITY OF THE CORPORATION IN A MERGER.

"DIRECTOR" OR "OFFICER", AN INDIVIDUAL WHO IS OR WAS A DIRECTOR OR OFFICER, RESPECTIVELY, OF THE CORPORATION OR WHO, WHILE A DIRECTOR OR OFFICER OF THE CORPORATION, IS OR WAS SERVING AT THE CORPORATION'S REQUEST AS A DIRECTOR, OFFICER, PARTNER, TRUSTEE, EMPLOYEE, OR AGENT OF ANOTHER DOMESTIC OR FOREIGN CORPORATION, PARTNERSHIP, JOINT VENTURE, TRUST, EMPLOYEE BENEFIT PLAN, OR OTHER ENTITY. A DIRECTOR OR OFFICER IS CONSIDERED TO BE SERVING AN EMPLOYEE BENEFIT PLAN AT THE CORPORATION'S REQUEST IF HIS OR HER DUTIES TO THE CORPORATION ALSO IMPOSE DUTIES ON, OR OTHERWISE INVOLVE SERVICES BY, HIM OR HER TO THE PLAN OR TO PARTICIPANTS IN OR BENEFICIARIES OF THE PLAN. "DIRECTOR" OR "OFFICER" INCLUDES, UNLESS THE CONTEXT REQUIRES OTHERWISE, THE ESTATE OR PERSONAL REPRESENTATIVE OF A DIRECTOR OR OFFICER.

"DISINTERESTED DIRECTOR", A DIRECTOR WHO, AT THE TIME OF A VOTE OR SELECTION REFERRED TO IN SECTION 4 OF THIS PARAGRAPH 11 IS NOT (I) A PARTY TO THE PROCEEDING, OR (II) AN INDIVIDUAL HAVING A FAMILIAL, FINANCIAL, PROFESSIONAL, OR EMPLOYMENT RELATIONSHIP WITH THE DIRECTOR WHOSE INDEMNIFICATION OR ADVANCE FOR EXPENSES IS THE SUBJECT OF THE DECISION

BEING MADE, WHICH RELATIONSHIP WOULD, IN THE CIRCUMSTANCES, REASONABLY BE EXPECTED TO EXERT AN INFLUENCE ON THE DIRECTOR'S JUDGMENT WHEN VOTING ON THE DECISION BEING MADE.

"EXPENSES", INCLUDES COUNSEL FEES.

"LIABILITY", THE OBLIGATION TO PAY A JUDGMENT, SETTLEMENT, PENALTY, FINE INCLUDING AN EXCISE TAX ASSESSED WITH RESPECT TO AN EMPLOYEE BENEFIT PLAN, OR REASONABLE EXPENSES INCURRED WITH RESPECT TO A PROCEEDING.

"PARTY", AN INDIVIDUAL WHO WAS, IS, OR IS THREATENED TO BE MADE, A DEFENDANT OR RESPONDENT IN A PROCEEDING. "PROCEEDING", ANY THREATENED, PENDING, OR COMPLETED ACTION, SUIT, OR PROCEEDING, WHETHER CIVIL, CRIMINAL, ADMINISTRATIVE, ARBITRATIVE, OR INVESTIGATIVE AND WHETHER FORMAL OR INFORMAL.

## SECTION 2. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

(A) EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION, THE CORPORATION SHALL INDEMNIFY TO THE FULLEST EXTENT PERMITTED BY LAW AN INDIVIDUAL WHO IS A PARTY TO A PROCEEDING BECAUSE HE OR SHE IS A DIRECTOR OR OFFICER AGAINST LIABILITY INCURRED IN THE PROCEEDING IF: (1) (I) HE OR SHE CONDUCTED HIMSELF OR HERSELF IN GOOD FAITH; AND (II) HE OR SHE REASONABLY BELIEVED THAT HIS OR HER CONDUCT WAS IN THE BEST INTERESTS OF THE CORPORATION OR THAT HIS OR HER CONDUCT WAS AT LEAST NOT OPPOSED TO THE BEST INTERESTS OF THE CORPORATION; AND (III) IN THE CASE OF ANY CRIMINAL PROCEEDING, HE OR SHE HAD NO REASONABLE CAUSE TO BELIEVE HIS OR HER CONDUCT WAS UNLAWFUL; OR (2) HE OR SHE ENGAGED IN CONDUCT FOR WHICH HE OR SHE SHALL NOT BE LIABLE UNDER A PROVISION OF THE ARTICLES OF ORGANIZATION AUTHORIZED BY SECTION 2.02(B)(4) OF CHAPTER 156D OR ANY SUCCESSOR PROVISION TO SUCH SECTION.

(B) A DIRECTOR'S OR OFFICER'S CONDUCT WITH RESPECT TO AN EMPLOYEE BENEFIT PLAN FOR A PURPOSE HE OR SHE REASONABLY BELIEVED TO BE IN THE INTERESTS OF THE PARTICIPANTS IN, AND THE BENEFICIARIES OF, THE PLAN IS CONDUCT THAT SATISFIES THE REQUIREMENT THAT HIS OR HER CONDUCT WAS AT LEAST NOT OPPOSED TO THE BEST INTERESTS OF THE CORPORATION.

(C) THE TERMINATION OF A PROCEEDING BY JUDGMENT, ORDER, SETTLEMENT, OR CONVICTION, OR UPON A PLEA OF NOLO CONTENDERE OR ITS EQUIVALENT, IS NOT, OF ITSELF, DETERMINATIVE THAT THE DIRECTOR OR OFFICER DID NOT MEET THE RELEVANT STANDARD OF CONDUCT DESCRIBED IN THIS SECTION.

(D) UNLESS ORDERED BY A COURT, THE CORPORATION MAY NOT INDEMNIFY A DIRECTOR OR OFFICER UNDER THIS SECTION IF HIS OR HER CONDUCT DID NOT SATISFY THE STANDARDS SET FORTH IN SUBSECTION (A) OR SUBSECTION (B).

## SECTION 3. ADVANCE FOR EXPENSES. THE CORPORATION SHALL, BEFORE FINAL DISPOSITION OF A PROCEEDING, ADVANCE FUNDS TO PAY FOR OR REIMBURSE THE REASONABLE EXPENSES INCURRED BY A DIRECTOR OR OFFICER WHO IS A PARTY TO A PROCEEDING BECAUSE HE OR SHE IS A DIRECTOR OR OFFICER IF HE OR SHE DELIVERS TO THE CORPORATION:

(A) A WRITTEN AFFIRMATION OF HIS OR HER GOOD FAITH BELIEF THAT HE OR SHE HAS MET THE RELEVANT STANDARD OF CONDUCT DESCRIBED IN SECTION 2 OF THIS PARAGRAPH 11 OR THAT THE PROCEEDING INVOLVES CONDUCT FOR WHICH LIABILITY HAS BEEN ELIMINATED UNDER A PROVISION OF THE ARTICLES OF ORGANIZATION AS AUTHORIZED BY SECTION 2.02(B)(4) OF CHAPTER 156D OR ANY SUCCESSOR PROVISION TO SUCH SECTION; AND

(B) HIS OR HER WRITTEN UNDERTAKING TO REPAY ANY FUNDS ADVANCED IF HE OR SHE IS NOT WHOLLY SUCCESSFUL, ON THE MERITS OR OTHERWISE, IN THE DEFENSE OF SUCH PROCEEDING AND IT IS ULTIMATELY DETERMINED PURSUANT TO SECTION



4 OF THIS PARAGRAPH 11 OR BY A COURT OF COMPETENT JURISDICTION THAT HE OR SHE HAS NOT MET THE RELEVANT STANDARD OF CONDUCT DESCRIBED IN SECTION 2 OF THIS PARAGRAPH 11. SUCH UNDERTAKING MUST BE AN UNLIMITED OBLIGATION OF THE DIRECTOR OR OFFICER BUT NEED NOT BE SECURED AND SHALL BE ACCEPTED WITHOUT REFERENCE TO THE FINANCIAL ABILITY OF THE DIRECTOR OR OFFICER TO MAKE REPAYMENT.

SECTION 4. DETERMINATION OF INDEMNIFICATION. THE DETERMINATION OF WHETHER A DIRECTOR OR OFFICER HAS MET THE RELEVANT STANDARD OF CONDUCT SET FORTH IN SECTION 2 SHALL BE MADE:

(A) IF THERE ARE TWO OR MORE DISINTERESTED DIRECTORS, BY THE BOARD OF DIRECTORS BY A MAJORITY VOTE OF ALL THE DISINTERESTED DIRECTORS, A MAJORITY OF WHOM SHALL FOR SUCH PURPOSE CONSTITUTE A QUORUM, OR BY A MAJORITY OF THE MEMBERS OF A COMMITTEE OF TWO OR MORE DISINTERESTED DIRECTORS APPOINTED BY VOTE;

(B) BY SPECIAL LEGAL COUNSEL (1) SELECTED IN THE MANNER PRESCRIBED IN CLAUSE (A); OR (2) IF THERE ARE FEWER THAN TWO DISINTERESTED DIRECTORS, SELECTED BY THE BOARD OF DIRECTORS, IN WHICH SELECTION DIRECTORS WHO DO NOT QUALIFY AS DISINTERESTED DIRECTORS MAY PARTICIPATE; OR

(C) BY THE SHAREHOLDERS, BUT SHARES OWNED BY OR VOTED UNDER THE CONTROL OF A DIRECTOR WHO AT THE TIME DOES NOT QUALIFY AS A DISINTERESTED DIRECTOR MAY NOT BE VOTED ON THE DETERMINATION.

SECTION 5. NOTIFICATION AND DEFENSE OF CLAIM; SETTLEMENTS.

(A) IN ADDITION TO AND WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS PARAGRAPH 11 AND EXCEPT TO THE EXTENT OTHERWISE REQUIRED BY LAW, IT SHALL BE A CONDITION OF THE CORPORATION'S OBLIGATION TO INDEMNIFY UNDER SECTION 2 OF THIS PARAGRAPH 11 (IN ADDITION TO ANY OTHER CONDITION PROVIDE IN THESE BYLAWS OR BY LAW) THAT THE PERSON ASSERTING, OR PROPOSING TO ASSERT, THE RIGHT TO BE INDEMNIFIED, MUST NOTIFY THE CORPORATION IN WRITING AS SOON AS PRACTICABLE OF ANY ACTION, SUIT, PROCEEDING OR INVESTIGATION INVOLVING SUCH PERSON FOR WHICH INDEMNITY WILL OR COULD BE SOUGHT, BUT THE FAILURE TO SO NOTIFY SHALL NOT AFFECT THE CORPORATION'S OBJECTION TO INDEMNIFY EXCEPT TO THE EXTENT THE CORPORATION IS ADVERSELY AFFECTED THEREBY. WITH RESPECT TO ANY PROCEEDING OF WHICH THE CORPORATION IS SO NOTIFIED, THE CORPORATION WILL BE ENTITLED TO PARTICIPATE THEREIN AT ITS OWN EXPENSE AND/OR TO ASSUME THE DEFENSE THEREOF AT ITS OWN EXPENSE, WITH LEGAL COUNSEL REASONABLY ACCEPTABLE TO SUCH PERSON. AFTER NOTICE FROM THE CORPORATION TO SUCH PERSON OF ITS ELECTION SO TO ASSUME SUCH DEFENSE, THE CORPORATION SHALL NOT BE LIABLE TO SUCH PERSON FOR ANY LEGAL OR OTHER EXPENSES SUBSEQUENTLY INCURRED BY SUCH PERSON IN CONNECTION WITH SUCH ACTION, SUIT, PROCEEDING OR INVESTIGATION OTHER THAN AS PROVIDED BELOW IN THIS SUBSECTION (A). SUCH PERSON SHALL HAVE THE RIGHT TO EMPLOY HIS OR HER OWN COUNSEL IN CONNECTION WITH SUCH ACTION, SUIT, PROCEEDING OR INVESTIGATION, BUT THE FEES AND EXPENSES OF SUCH COUNSEL INCURRED AFTER NOTICE FROM THE CORPORATION OF ITS ASSUMPTION OF THE DEFENSE THEREOF SHALL BE AT THE EXPENSE OF SUCH PERSON UNLESS (1) THE EMPLOYMENT OF COUNSEL BY SUCH PERSON HAS BEEN AUTHORIZED BY THE CORPORATION, (2) COUNSEL TO SUCH PERSON SHALL HAVE REASONABLY CONCLUDED THAT THERE MAY BE A CONFLICT OF INTEREST OR POSITION ON ANY SIGNIFICANT ISSUE BETWEEN THE CORPORATION AND SUCH PERSON IN THE CONDUCT OF THE DEFENSE OF SUCH ACTION, SUIT, PROCEEDING OR INVESTIGATION OR (3) THE CORPORATION SHALL NOT IN FACT HAVE EMPLOYED

COUNSEL TO ASSUME THE DEFENSE OF SUCH ACTION, SUIT, PROCEEDING OR INVESTIGATION, IN EACH OF WHICH CASES THE FEES AND EXPENSES OF COUNSEL FOR SUCH PERSON SHALL BE AT THE EXPENSE OF THE CORPORATION, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED BY THIS PARAGRAPH 11. THE CORPORATION SHALL NOT BE ENTITLED, WITHOUT THE CONSENT OF SUCH PERSON, TO ASSUME THE DEFENSE OF ANY CLAIM BROUGHT BY OR IN THE RIGHT OF THE CORPORATION OR AS TO WHICH COUNSEL FOR SUCH PERSON SHALL HAVE REASONABLY MADE THE CONCLUSION PROVIDED FOR IN CLAUSE (2) ABOVE.

(B) THE CORPORATION SHALL NOT BE REQUIRED TO INDEMNIFY SUCH PERSON UNDER THIS PARAGRAPH 11 OR ANY AMOUNTS PAID IN SETTLEMENT OF ANY PROCEEDING UNLESS AUTHORIZED IN THE SAME MANNER AS THE DETERMINATION THAT INDEMNIFICATION IS PERMISSIBLE UNDER SECTION 4 OF THIS PARAGRAPH 11, EXCEPT THAT IF THERE ARE FEWER THAN TWO DISINTERESTED DIRECTORS, AUTHORIZATION OF INDEMNIFICATION SHALL BE MADE BY THE BOARD OF DIRECTORS, IN WHICH AUTHORIZATION DIRECTORS WHO DO NOT QUALIFY AS DISINTERESTED DIRECTORS MAY PARTICIPATE. THE CORPORATION SHALL NOT SETTLE ANY ACTION, SUIT, PROCEEDING OR INVESTIGATION IN ANY MANNER WHICH WOULD IMPOSE ANY PENALTY OR LIMITATION ON SUCH PERSON WITHOUT SUCH PERSON'S WRITTEN CONSENT. NEITHER THE CORPORATION NOR SUCH PERSON WILL UNREASONABLY WITHHOLD THEIR CONSENT TO ANY PROPOSED SETTLEMENT.

SECTION 6. INSURANCE. THE CORPORATION MAY PURCHASE AND MAINTAIN INSURANCE ON BEHALF OF AN INDIVIDUAL WHO IS A DIRECTOR OR OFFICER OF THE CORPORATION, OR WHO, WHILE A DIRECTOR OR OFFICER OF THE CORPORATION, SERVES AT THE CORPORATION'S REQUEST AS A DIRECTOR, OFFICER, PARTNER, TRUSTEE, EMPLOYEE, OR AGENT OF ANOTHER DOMESTIC OR FOREIGN CORPORATION, PARTNERSHIP, JOINT VENTURE, TRUST, EMPLOYEE BENEFIT PLAN, OR OTHER ENTITY, AGAINST LIABILITY ASSERTED AGAINST OR INCURRED BY HIM OR HER IN THAT CAPACITY OR ARISING FROM HIS OR HER STATUS AS A DIRECTOR OR OFFICER, WHETHER OR NOT THE CORPORATION WOULD HAVE POWER TO INDEMNIFY OR ADVANCE EXPENSES TO HIM OR HER AGAINST THE SAME LIABILITY UNDER THIS PARAGRAPH 11.

SECTION 7. APPLICATION OF THIS PARAGRAPH 11.

(A) THE CORPORATION SHALL NOT BE OBLIGATED TO INDEMNIFY OR ADVANCE EXPENSES TO A DIRECTOR OR OFFICER OF A PREDECESSOR OF THE CORPORATION, PERTAINING TO CONDUCT WITH RESPECT TO THE PREDECESSOR, UNLESS OTHERWISE SPECIFICALLY PROVIDED.

(B) THIS PARAGRAPH 11 SHALL NOT LIMIT THE CORPORATION'S POWER TO (1) PAY OR REIMBURSE EXPENSES INCURRED BY A DIRECTOR OR AN OFFICER IN CONNECTION WITH HIS OR HER APPEARANCE AS A WITNESS IN A PROCEEDING AT A TIME WHEN HE OR SHE IS NOT A PARTY OR (2) INDEMNIFY, ADVANCE EXPENSES TO OR PROVIDE OR MAINTAIN INSURANCE ON BEHALF OF AN EMPLOYEE OR AGENT.

(C) THE INDEMNIFICATION AND ADVANCEMENT OF EXPENSES PROVIDED BY, OR GRANTED PURSUANT TO, THIS PARAGRAPH 11 SHALL NOT BE CONSIDERED EXCLUSIVE OF ANY OTHER RIGHTS TO WHICH THOSE SEEKING INDEMNIFICATION OR ADVANCEMENT OF EXPENSES MAY BE ENTITLED.

(D) EACH PERSON WHO IS OR BECOMES A DIRECTOR OR OFFICER SHALL BE DEEMED TO HAVE SERVED OR TO HAVE CONTINUED TO SERVE IN SUCH CAPACITY IN RELIANCE UPON THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH 11. ALL RIGHTS TO INDEMNIFICATION UNDER THIS PARAGRAPH 11 SHALL BE DEEMED TO BE PROVIDED BY A CONTRACT BETWEEN THE CORPORATION AND THE PERSON WHO

SERVES AS A DIRECTOR OR OFFICER OF THE CORPORATION AT ANY TIME WHILE THIS PARAGRAPH 11 AND THE RELEVANT PROVISIONS OF CHAPTER 156D ARE IN EFFECT. ANY REPEAL OR MODIFICATION THEREOF SHALL NOT AFFECT ANY RIGHTS OR OBLIGATIONS THEN EXISTING.

IF THE LAWS OF THE STATE OF RHODE ISLAND ARE HEREAFTER AMENDED FROM TIME TO TIME TO INCREASE THE SCOPE OF PERMITTED INDEMNIFICATION, INDEMNIFICATION HEREUNDER SHALL BE PROVIDED TO THE FULLEST EXTENT PERMITTED OR REQUIRED BY ANY SUCH AMENDMENT.

#### ARTICLE VI

The name and address of the each incorporator is:

Title	Individual Name First, Middle, Last, Suffix	Address Address, City or Town, State, Zip Code, Country
INCORPORATOR	CARNIG ASHCHIAN	2247 WEST SHORE RD. WARWICK, RI 02889 USA

#### ARTICLE VII

These Articles of Incorporation shall be effective upon filing unless a specified date is provided which shall be no later than the 90th day after the date of this filing.

Later Effective Date:

**Signed this 16 Day of April, 2015 at 7:31:59 AM by the incorporator(s).** *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 corporation, and that the facts stated herein are true, as of the date of the electronic filing, in compliance with R.I. Gen. Laws § 7-1.2.*

CARNIG ASHCHIAN

Form No. 100  
Revised 09/07

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