



**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: Prov West End, 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: E. COLBY CAMERON

**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: 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   X   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 29 Day of July, 2015 at 9:19:25 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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State of Rhode Island and Providence Plantations  
**Department of State | Office of the Secretary of State**  
**Nellie M. Gorbea**, *Secretary of State*

I, NELLIE M. GORBEA, 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:

Nellie M. Gorbea  
*Secretary of State*

