

Filing Fee: \$150.00



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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

RECEIVED
SECRETARY OF STATE
CORPORATIONS DIV
2015 AUG 18 PM 12:00

LIMITED LIABILITY COMPANY

ARTICLES OF ORGANIZATION

Pursuant to the provisions of Chapter 7-16 of the General Laws of Rhode Island, 1956, as amended, the following Articles of Organization are adopted for the limited liability company to be organized hereby:

1. The name of the limited liability company is:

GLOW LLC

2. The address of the limited liability company's resident agent in Rhode Island is:

10 Weybosset Street, Suite 303

Providence

, RI 02903

(Street Address, not P.O. Box)

(City/Town)

(Zip Code)

and the name of the resident agent at such address is Guido R. Salvadore

(Name of Agent)

3. 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)

Checked box

a partnership

or

Unchecked box

a corporation

or

Unchecked box

disregarded as an entity separate from its member

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

Not determined.

(If not determined, so state)

5. The limited liability company has the purpose of engaging in any lawful business, and shall have perpetual existence until dissolved or terminated in accordance with Chapter 7-16, unless a more limited purpose or duration is set forth in paragraph 6 of these Articles of Organization.

12:00pm

FILED

AUG 18 2015

By 254819

KUM

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

See attached Exhibit A.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Management of the Limited Liability Company (check one only):

A. The limited liability company is to be managed  by its members. (If you have checked this box, go to item No. 8 – DO NOT LIST ANY NAMES IN SECTION B.)

or

B. The limited liability company is to be managed  by one (1) or more managers. (If the limited liability company has managers at the time of the filing of these Articles of Organization, state the name and address of each manager.)

<u>Manager</u>	<u>Address</u>
John C. Santoro	3 Avalon Place, Cumberland, RI 02864
_____	_____
_____	_____
_____	_____
_____	_____

8. The date these Articles of Organization are to become effective, if later than the date of filing, is:

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

Name and Address of Authorized Person:

Guido R. Salvatore

10 Weybosset Street, Suite 303

Providence, RI 02903

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

Date: August 5, 2015



Signature of Authorized Person

## EXHIBIT A

6: Additional provisions not inconsistent with law set forth in these Articles of Organization:

- A. The Member's interest in the limited liability shall be divided into two classes: viz: Class A Voting Interest and Class B Non Voting Interest. The Class A Voting Interest shall be distinguished from the Class B Non Voting Interest in that the Class A Voting Interest shall have sole voting privileges or power. The Class B Non Voting Interest shall be distinguished from the Class A Voting Interest in that the Class B Non Voting Interest shall have no voting privileges or power and shall be subject to such further conditions, restrictions and limitations as may be imposed by the Operating Agreement of the Company. In other instances, the Class B Non Voting Interest shall have full rights, privileges and power as the Class A Voting Interest,
  
- B. 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 Section 17-16.17 of the General Laws of Rhode Island 1956, as amended (the "General Laws"), except for (i) liability for breach of the Manager's 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 Section 7-15-32 of the General Laws, or (iv) liability for any transaction for which the Manger derived an improper personal benefit, unless said transaction was with the informed consent of the members or a majority of the disinterested 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 Managers, then the liability of each 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.

C. (1) The Members of the limited liability company may include provisions of the limited liability company's operating agreement which provide that 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 General Laws, or as shall be otherwise provided in said operating agreement.

(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, or the Managers may authorize agreements to be entered into with each Indemnified Person, for the purpose of indemnifying an Indemnified Person in the manner and to the extent provided herein.

(a) The operating agreement provisions or agreements authorized hereby may provide that the limited liability company shall, subject to the provisions of this paragraph II of Article 6, pay on behalf of an Indemnified Person any Loss or Expenses (each as herein defined) 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 paragraph B.(2) of this Article 6, when used herein:

- (i) "Manager(s)" means any or all 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 of 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) 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 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 (v), below, and the final disposition of such action, suit, proceeding or appeal results in an adjudication adverse to such Indemnified Person.

(e) 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 Expense, 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 7-1617 of the General Laws; or (4) a transaction from which the person seeking indemnification derived an improper personal benefit, unless said transaction was with the informed consent of the members or a majority of the disinterested Managers.



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:

A handwritten signature in blue ink, appearing to read "Nellie M. Gorbea". The signature is fluid and cursive, written in a professional style.

Nellie M. Gorbea  
*Secretary of State*

