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

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: Round Hill Boating 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: C/O HOWLAND EVANGELISTA KOHLENBERG BURNETT LLP
ONE FINANCIAL PLAZA - SUITE 1600
City or Town: PROVIDENCE State: RI

The name of the resident agent at such address is: RENEE A. R. EVANGELISTA, ESQ.

ARTICLE III

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

X 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 HOWLAND EVANGELISTA KOHLENBERG BURNETT LLP
ONE FINANCIAL PLAZA - SUITE 1600
City or Town: PROVIDENCE State: RI Zip: 02903 Cou

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 V
Articles of Organization.

The period of its duration is: X Perpetual __

ARTICLE VI

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

A. A MANAGER (AS HEREIN DEFINED) OF THE LIMITED LIABILITY COMPANY SHALL NOT BE PERSONALLY
TO THE LIMITED LIABILITY COMPANY OR TO ITS MEMBERS FOR MONETARY DAMAGES FOR BREACH OF
DUTY PROVIDED FOR IN SECTION 7-16-17 OF THE GENERAL LAWS OF RHODE ISLAND, 1956, AS AMENDEI

“GENERAL LAWS”), EXCEPT FOR (I) LIABILITY FOR BREACH OF THE MANAGER’S DUTY OF LOYALTY TO T
LIMITED LIABILITY COMPANY OR ITS MEMBERS, (II) LIABILITY FOR ACTS OR OMISSIONS NOT IN GOOD F
WHICH INVOLVE INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF LAW, (III) LIABILITY IMPO
PURSUANT TO THE PROVISIONS OF SECTION 7-16-32 OF THE GENERAL LAWS, OR (IV) LIABILITY FOR AN
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 DISINTE
MANAGERS. IF THE GENERAL LAWS ARE AMENDED AFTER THE ADOPTION OF THIS ARTICLE 6 TO AUTHO
ACTION FURTHER ELIMINATING OR LIMITING THE PERSONAL LIABILITY OF MANAGERS, THEN THE LIAB
EACH MANAGER OF THE LIMITED LIABILITY COMPANY SHALL BE ELIMINATED OR LIMITED TO THE FULL
EXTENT PERMITTED BY THE GENERAL LAWS, AS SO AMENDED. NEITHER THE AMENDMENT NOR REPEAL
ARTICLE 6 NOR THE ADOPTION OF ANY PROVISION OF THESE ARTICLES OF ORGANIZATION INCONSIST
THIS ARTICLE 6 SHALL ELIMINATE OR REDUCE THE EFFECT OF THIS ARTICLE 6 IN RESPECT OF ANY MAT
OCCURRING, OR ANY CAUSE OF ACTION, SUIT OR CLAIM RELATING TO ANY MATTER OCCURRING, PRIO
SUCH AMENDMENT, REPEAL OR ADOPTION OF AN INCONSISTENT PROVISION.

B. (I) THE MEMBERS OF THE LIMITED LIABILITY COMPANY MAY INCLUDE PROVISIONS IN THE LIMITED L
COMPANY’S OPERATING AGREEMENT WHICH PROVIDE THAT EACH MEMBER, MANAGER, AGENT, OR EM
PAST OR PRESENT, OF THE LIMITED LIABILITY COMPANY (AN “INDEMNIFIED PERSON”), SHALL BE INDEM
IN THE MANNER AND TO THE EXTENT PERMITTED BY THE GENERAL LAWS, OR AS SHALL BE OTHERWISE
PROVIDED IN SAID OPERATING AGREEMENT.

(II) IN ADDITION TO THE AUTHORITY CONFERRED UPON THE MEMBERS AND MANAGERS OF THE LIMITE
LIABILITY COMPANY BY THE FOREGOING PARAGRAPH (I), THE MEMBERS OF THE LIMITED LIABILITY CO
MAY INCLUDE PROVISIONS IN THE OPERATING AGREEMENT, OR THE MANAGERS MAY AUTHORIZE AGR
TO BE ENTERED INTO WITH EACH INDEMNIFIED PERSON, FOR THE PURPOSE OF INDEMNIFYING SUCH P
THE MANNER AND TO THE EXTENT PROVIDED HEREIN:

(1) THE OPERATING AGREEMENT PROVISIONS OR AGREEMENTS AUTHORIZED HEREBY MAY PROVIDE TH
LIMITED LIABILITY COMPANY SHALL, SUBJECT TO THE PROVISIONS OF THIS ARTICLE 6B(II), PAY ON BE
AN INDEMNIFIED PERSON ANY LOSS OR EXPENSES (EACH AS HEREIN DEFINED) ARISING FROM ANY CL
CLAIMS WHICH ARE MADE AGAINST THE INDEMNIFIED PERSON (WHETHER INDIVIDUALLY OR JOINTLY
OTHER INDEMNIFIED PERSONS) BY REASON OF ANY COVERED ACT (AS HEREIN DEFINED) OF THE INDEM
PERSON.

(2) FOR THE PURPOSES OF THIS ARTICLE 6B(II), WHEN USED HEREIN:

(A) “MANAGER(S)” MEANS ANY OR ALL OF THE MANAGERS OF THE LIMITED LIABILITY COMPANY OR TH
OR MORE MEMBERS OR OTHER PERSONS WHO ARE EXERCISING ANY POWERS NORMALLY VESTED IN T
MANAGERS;

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

(C) “EXPENSES” MEANS ANY EXPENSES INCURRED IN CONNECTION WITH THE DEFENSE AGAINST ANY C
FOR COVERED ACTS, INCLUDING, WITHOUT BEING LIMITED TO, LEGAL, ACCOUNTING OR INVESTIGATIV
AND EXPENSES OR BONDS NECESSARY TO PURSUE AN APPEAL OF AN ADVERSE JUDGMENT; AND

(D) “COVERED ACT” MEANS ANY ACT OR OMISSION OF AN INDEMNIFIED PERSON IN THE INDEMNIFIED
OFFICIAL CAPACITY WITH THE LIMITED LIABILITY COMPANY AND WHILE SERVING IN SUCH CAPACITY
WHILE SERVING AT THE REQUEST OF THE LIMITED LIABILITY COMPANY AS A MEMBER OF THE GOVERN
BODY, MANAGER, OFFICER, EMPLOYEE OR AGENT OF ANOTHER LIMITED LIABILITY COMPANY, INCLUD
NOT LIMITED TO, ANY ENTITIES WHICH ARE SUBSIDIARIES OR AFFILIATES OF THE LIMITED LIABILITY C
CORPORATION, PARTNERSHIP, JOINT VENTURE, TRUST, OTHER ENTERPRISE OR EMPLOYEE BENEFIT PLA

(3) THE OPERATING AGREEMENT PROVISIONS OR AGREEMENTS AUTHORIZED HEREBY MAY COVER LOSS
EXPENSES ARISING FROM ANY CLAIMS MADE AGAINST A RETIRED INDEMNIFIED PERSON, THE ESTATE,
LEGAL REPRESENTATIVE OF A DECEASED INDEMNIFIED PERSON OR THE LEGAL REPRESENTATIVE OF AN
INCOMPETENT, INSOLVENT OR BANKRUPT INDEMNIFIED PERSON, WHERE THE INDEMNIFIED PERSON W
INDEMNIFIED PERSON AT THE TIME THE COVERED ACT UPON WHICH SUCH CLAIMS ARE BASED OCCURI

(4) ANY OPERATING AGREEMENT PROVISIONS OR AGREEMENTS AUTHORIZED HEREBY MAY PROVIDE FO
ADVANCEMENT OF EXPENSES TO AN INDEMNIFIED PERSON PRIOR TO THE FINAL DISPOSITION OF ANY
SUIT OR PROCEEDING, OR ANY APPEAL THEREFROM, INVOLVING SUCH INDEMNIFIED PERSON AND BAS
THE ALLEGED COMMISSION BY SUCH INDEMNIFIED PERSON OF A COVERED ACT, SUBJECT TO AN UNDE
BY OR ON BEHALF OF SUCH INDEMNIFIED PERSON TO REPAY THE SAME TO THE LIMITED LIABILITY CO
THE COVERED ACT INVOLVES A CLAIM FOR WHICH INDEMNIFICATION IS NOT PERMITTED UNDER CLAU
BELOW, AND THE FINAL DISPOSITION OF SUCH ACTION, SUIT PROCEEDING OR APPEAL RESULTS IN AN
ADJUDICATION ADVERSE TO SUCH INDEMNIFIED PERSON.

(5) THE OPERATING AGREEMENT PROVISIONS OR AGREEMENTS AUTHORIZED HEREBY MAY NOT INDEM
INDEMNIFIED PERSON FROM AND AGAINST ANY LOSS, AND THE LIMITED LIABILITY COMPANY SHALL N
REIMBURSE FOR ANY EXPENSES, IN CONNECTION WITH ANY CLAIM OR CLAIMS MADE AGAINST AN
INDEMNIFIED PERSON WHICH THE LIMITED LIABILITY COMPANY SHALL DETERMINE TO HAVE RESULTE
(A) ANY BREACH OF THE INDEMNIFIED PERSON'S DUTY OF LOYALTY TO THE LIMITED LIABILITY COMPA
ITS MEMBERS; (B) ACTS OR OMISSIONS NOT IN GOOD FAITH OR WHICH INVOLVE INTENTIONAL MISCON
OR KNOWING VIOLATION OF LAW; (C) ACTION CONTRAVENING SECTION 7-16-17 OF THE GENERAL LAW
A TRANSACTION FROM WHICH THE PERSON SEEKING INDEMNIFICATION DERIVED AN IMPROPER PERSO
BENEFIT, UNLESS SAID TRANSACTION WAS WITH THE INFORMED CONSENT OF THE MEMBERS OR A MA
OF THE DISINTERESTED MANAGERS.

ARTICLE VII

The limited liabilty company is to be managed by its __ Members or _X_ 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 First, Middle, Last, Suffix	Address Address, City or Town, State, Zip Code, Count
MANAGER	RENEE A. R. EVANGELISTA, ESQ.	ONE FINANCIAL PLAZA - SUITE 1600 PROVIDENCE, RI 02903 USA

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 O

Later Effective Date:

This electronic signature of the individual or individuals signing this instrument constitutes the affirmation or acknowled the signatory, under penalties of perjury, that this instrument is that individual's act and deed or the act and deed of the 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 5 Day of January, 2016 at 3:32:24 PM by the Authorized Person.

RENEE A. R. EVANGELISTA, ESQ.

Address of Authorized Signer:
C/O HOWLAND EVANGELISTA KOHLENBERG BURNETT LLP
ONE FINANCIAL PLAZA - SUITE 1600
PROVIDENCE, R

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:

January 05, 2016 3:28 PM

Nellie M. Gorbea
Secretary of State

0-126-0