



State of Rhode Island and Providence Plantations  
 Department of State - Business Services Division  
 148 W. River Street, Providence, Rhode Island 02904-2615  
 Phone: (401) 222-3040 | Email: corporations@sos.ri.gov | Website: www.sos.ri.gov

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 2016 FEB 22 PM 1:34  
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**Articles of Organization**  
**Limited Liability Company**  
 Filing Fee: \$150.00

Pursuant to the provisions of RIGL 7-16, 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: <b>S &amp; R LLC. RSRR LLC</b>		
2. The name and address of the limited liability company's principal office in Rhode Island is:		
Name Robert V. Colagiovanni		
Street Address (NOT a P.O. Box) 3010 Post Road		
City/Town Warwick	State RHODE ISLAND	Zip Code 02886
3. The limited liability company is organized as:		
<input checked="" type="checkbox"/> a partnership or <input type="checkbox"/> a corporation or <input type="checkbox"/> disregarded as an entity separate from its member		
4. The address of the principal office of the limited liability company is located at the same address as:		
Street Address 3010 Post Road		
City/Town Warwick	State Rhode Island	Zip Code 02886
5. The limited liability company has the purpose of engaging in any lawful business and shall nevertheless not be limited to the purposes set forth in this certificate of organization with respect to the business of Rhode Island corporations and shall have the power to do those activities of the general nature of the business of the limited liability company.		

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6. Additional provisions, if any, not inconsistent with law, which the member(s) elect to have set forth in these Articles of Organization, including but not limited to, any limitation of the powers or authority of the limited liability company, is/are: and any other provision which may be included in an organizing agreement.

See Exhibit "A" attached hereto and incorporated by reference herein.

Check this box to indicate attachment

7. The limited liability company is to be managed by:

You MUST check one box:

Its member(s) (If you have checked this box, skip to Section 8. Do not fill out the chart below.)

One (1) or more manager(s) (If the limited liability company has manager(s) at the time of the filing of these Articles of Organization, state the name and address of each manager below.)

Name	Address

8. The effective date of the filing of these Articles of Organization shall be:

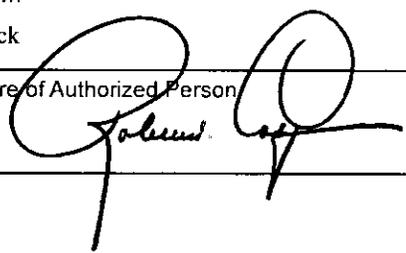
Date received (Upon filing)

Later effective date (Date must be no more than 30 days from the day of filing) \_\_\_\_\_

9. I, the undersigned, declare and affirm that I am a resident of the State of Rhode Island and am the authorized person to execute these Articles of Organization on behalf of the limited liability company.

Name of Authorized Person	Address
Robert V. Colagiovanni	3010 Post Road

City/Town	State	Zip Code
Warwick	RI	02886

Signature of Authorized Person	Date
	

If you have any questions, please call us at (401) 222-3040, Monday through Friday, between 8:30 a.m. and 4:30 p.m., or email corporations@sos.ri.gov.

EXHIBIT A

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

I. (A) The members of the limited liability company may include provisions in the limited liability company's operating agreement which provide that each member, agent or employee, past or present, of the limited liability company (an "Indemnified Person"), shall be indemnified in the manner and to the extent permitted by the General Laws, or as shall be otherwise provided in said operating agreement.

(B) In addition to the authority conferred upon the members of the limited liability company by the foregoing paragraph (A), the members of the limited liability company may include provisions in the operating agreement, 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 SIXTH I(B), 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 as herein defined) of the Indemnified Person.

(ii) For the purposes of this Article SIXTH I(B), when used herein

(1) "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;

(2) "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

(3) "Covered Act" means any act or omission of an Indemnified Person in the Indemnified Person's official capacity with the limited liability company and while serving in such capacity 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, including, but not limited to, any entities which are subsidiaries or affiliates of the limited liability company, corporation, partnership, joint venture, trust, other enterprise 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 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.

~~(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 shall determine 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 7-16-17 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.~~



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*

