

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 purpose(s) or duration for which the limited liability company is formed, and any other provision which may be included in an operating agreement:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

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.)

MANAGER	ADDRESS
JAMES A. SCHIFF	2 WILLIAMS STREET, PROVIDENCE, RI 02903
ELIZABETH SCHIFF	2 WILLIAMS STREET, PROVIDENCE, RI 02903

8. Date when these Articles of Organization will be effective: CHECK ONLY ONE BOX

- Date received (Upon filing)
- Later effective date (Date must be no more than 30 days from the day of filing) _____

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.

Name of Authorized Person	Address
ANDREW M. TEITZ	2 WILLIAMS STREET

City/Town	State	Zip Code
PROVIDENCE	RI	02903

Signature of Authorized Person	Date
	5/25/2016

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 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 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 or public policy, (iii) liability imposed pursuant to the provisions of Section 32 of the Act, or (iv) liability for any transaction from which the manager derived an improper personal benefit, unless said transaction was with the informed consent of the members.

- II. (A) The members of the limited liability company may include provisions in the limited liability company's operating agreement with respect to its managers, members, agents, and/or employees (an "Indemnified Person"), for the purpose of indemnifying an Indemnified Person in the manner and to the extent permitted by and otherwise not inconsistent with 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 for the purpose of indemnifying an Indemnified 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 II(B), pay, on behalf of an Indemnified Person any Loss or Expenses arising from any actual 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 Sixth II(B), when used herein:
 - (1) **"Manager" or "Managers"** 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 actual 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 actual 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 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 or public policy; (3) action contravening Section 17 of the Act; or (4) a transaction from which the person seeking indemnification derived an improper personal benefit.