



2016 JUL - 8 AM 11:00
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 CORPORATIONS DIV

Articles of Organization
DOMESTIC 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: Design Construction & Management, LLC		
2. The name and address of the initial resident agent/office in Rhode Island is:		
Name Christopher A. D'Ovidio , Esq.		
Street Address (NOT a P.O. Box) 469 Centerville Road, Suite 206		
City/Town Warwick	State RHODE ISLAND	Zip Code 02886
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):		
<input checked="" type="checkbox"/> 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 if it is determined at the time of organization:		
Street Address 36 Grant Way		
City/Town Hope	State RI	Zip Code 02831
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 RIGL <u>7-16</u> , unless a more limited purpose or duration is set forth in Section 6 of these Articles of Organization.		

MAIL TO:
Division of Business Services
 148 W. River Street, Providence, Rhode Island 02904-2615
 Phone: (401) 222-3040
 Website: www.sos.ri.gov

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 By 278550

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 incorporated 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.)

MANAGER	ADDRESS
Christopher A. D'Ovidio	469 Centerville Rd., Ste. 206, Warwick, RI 02886

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.

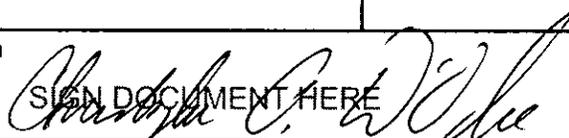
Name of Authorized Person		Address	
Christopher A. D'Ovidio, Esq.		469 Centerville Road, Suite 206	
City/Town	State	Zip Code	
Warwick	RI	02886	
Signature of Authorized Person			Date
 SIGN DOCUMENT HERE			07/8/2016

Exhibit "A"

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 under Rhode Island law governing Rhode island Limited Liability Companies found at R.I.G.L. §7-16-1 *et seq.* (the "Act") except for (i) liability for a gross breach of a 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 gross knowing violation of law, (iii) liability imposed pursuant to provisions of the Act for gross action or inaction, 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 or a majority of the disinterested Managers.

II. (A) The Members of the Limited Liability Company may include provisions in the Limited Liability Company's Operating Agreement, or the Manager 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 Manager of the Limited Liability Company by the foregoing paragraph, the Members of the Limited Liability Company may include provisions in the Operating Agreement, or the Manager 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, subject to the provisions of this Article, 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 Sixth, 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 omissions 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 a governing body, Manager, Officer, Employee, or Agent of another Limited Liability Company or Limited Liability Partnership, Corporation, Partnership, Joint Venture, Trust, or 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 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; (3) action contravening the Act; or (4) a transaction from which the person seeking indemnification derived an improper personal benefit.