



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

Fee: \$230.00

Division Of Business Services
148 W. River Street
Providence RI 02904-2615
(401) 222-3040

**Business Corporation
Articles of Incorporation**

(Chapter 7-1.2- of the General Laws of Rhode Island, 1956, as amended)

ARTICLE I

The name of the corporation is MELANIE ALDRICH AND SON, INC.

This is a close corporation pursuant to § 7-1.2-1701 of the General Laws, 1956, as amended. (Uncheck if inapplicable.)

ARTICLE II

The total number of shares which the corporation has authority to issue is:
(Unless otherwise stated all authorized shares are deemed to have a nominal or par value of \$0.01 per share.)

Class of Stock	Par Value Per Share	Total Authorized Shares <i>Number of Shares</i>
CWP	\$0.0100	8,000.00

A statement of all or any of the designations and the powers, preferences, and rights, including voting rights, and the qualifications, limitations, or restrictions of them, which are permitted by the provisions of Chapter 7-1.2 of the General Laws, 1956, as amended, in respect of any class or classes of shares of the corporation and the fixing of which by the articles of association is desired, and an express grant of the authority as it may then be desired to grant to the board of directors to fix by vote or votes any of them that may be desired but which is not fixed by the articles:

ARTICLE III

The street address (post office boxes are not acceptable) of the initial registered office of the corporation is:

No. and Street: 144 WAYLAND AVENUE
City or Town: PROVIDENCE State: RI Zip: 02906

The name of its initial registered agent at such address is ORSON AND BRUSINI, LTD.

ARTICLE IV

The corporation has the purpose of engaging in any lawful business, and shall have perpetual existence until dissolved or terminated in accordance with Chapter 7-1.2.

ARTICLE V

Additional provisions, if any, not inconsistent with Chapter 7-1.2 which the incorporators elect to have set forth in these Articles of Incorporation:

ADDENDUM TO ARTICLES OF INCORPORATION
OF
MELANIE ALDRICH AND SON, INC.

2. NO STOCK MAY BE PLEDGED AS SECURITY FOR ANY LOAN BY THE OWNER
THEREOF WITHOUT FIRST HAVING OBTAINED A WRITTEN CONSENT APPROVED BY A
MAJORITY
VOTE OF THE STOCKHOLDERS.

2.1. IF ANY STOCKHOLDER SHALL AT ANY TIME DESIRE TO GIVE OR TO
SELL ALL OR ANY PART OF HIS/HER/ITS SHARES OF STOCK, HE/SHE/IT SHALL FIRST
OFFER THE SAME TO THE CORPORATION AND SHALL NOTIFY THE PRESIDENT OR
SECRETARY
OF THE CORPORATION IN WRITING BY CERTIFIED MAIL, RETURN RECEIPT
REQUESTED,
POSTAGE PREPAID, STATING THE NUMBER OF SHARES HE/SHE/IT DESIRES TO SELL,
TRANSFER, OR OTHERWISE DISPOSE OF, THE TERMS OF SALE (OR TRANSFER IN THE
CASE
OF A GIFT), THE LOWEST PRICE AT WHICH SUCH SHARES ARE TO BE DISPOSED OF (IN
THE
CASE OF A SALE), AND THE NAME OF THE PERSON OR ENTITY TO WHOM OR TO
WHICH THEY
ARE TO BE SOLD OR TRANSFERRED. WITHIN THIRTY (30) DAYS AFTER THE RECEIPT
OF
ANY SUCH NOTICE, THE CORPORATION SHALL ELECT WHETHER OR NOT TO ACCEPT
SUCH
OFFER. IF THE CORPORATION SHALL ELECT TO PURCHASE THE SHARES SO OFFERED,
THE
SECRETARY OR TREASURER, OR SOME OTHER OFFICER DESIGNATED BY THE
STOCKHOLDERS
SHALL FORTHWITH AND WITHIN SAID THIRTY (30) DAYS DELIVER IN PERSON TO
SUCH
STOCKHOLDER OR MAIL BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED,
POSTAGE
PREPAID, ADDRESSED TO HIM/HER/IT AT HIS/HER/ITS USUAL POST OFFICE ADDRESS
AS
STATED ON THE BOOKS OF THE CORPORATION, A NOTICE IN WRITING SIGNED BY
SUCH
OFFICER, OF THE ELECTION OF THE CORPORATION TO PURCHASE SUCH STOCK ON
SUCH
TERMS AND AT SUCH PRICE (IN THE CASE OF A SALE) OR AT A PRICE EQUAL TO THE
BOOK
VALUE OF SUCH STOCK AS OF SUCH DATE OF OFFER AS REFLECTED ON THE BOOKS
AND
RECORDS OF THE CORPORATION (IN THE CASE OF A GIFT). THE CORPORATION
SHALL HAVE
AN ADDITIONAL THIRTY (30) DAYS AFTER THE DATE OF SUCH ELECTION TO
PURCHASE TO
MAKE PAYMENT FOR SUCH STOCK. THE STOCKHOLDER MAY RECEIVE THE
PURCHASE PRICE
FOR SUCH STOCK AT THE OFFICE OF THE CORPORATION UPON TRANSFER TO THE
CORPORATION OF THE SHARES SOLD.

2.2. IF THE CORPORATION SHALL NOT ELECT TO ACCEPT SAID OFFER,

OR IF NOTICE OF ELECTION TO PURCHASE SHALL NOT BE GIVEN BY THE CORPORATION
WITHIN THE TIME LIMIT ABOVE, THEN SAID STOCK SHALL BE OFFERED IN WRITING TO THE
STOCKHOLDERS OF THE CORPORATION WHO SHALL HAVE THIRTY (30) DAYS FROM RECEIPT OF
SAID WRITTEN NOTICE WITHIN WHICH TO PURCHASE SUCH STOCK AT THE SAME PRICE
OFFERED TO THE CORPORATION. EACH STOCKHOLDER SHALL HAVE THE RIGHT TO PURCHASE
SUCH PORTION OF THE REMAINING STOCK OFFERED AS THE NUMBER OF SHARES OWNED BY
HIM/HER/IT AT SUCH DATE SHALL BEAR TO THE TOTAL NUMBER OF SHARES OWNED BY ALL
OF THE STOCKHOLDERS, EXCLUDING THE STOCKHOLDER MAKING THE OFFER; PROVIDED,
HOWEVER, THAT IF ANY STOCKHOLDER DOES NOT PURCHASE HIS/HER/ITS FULL PROPORTIONATE SHARE OF THE STOCK, SAID PROPORTIONATE SHARE MAY BE PURCHASED BY
THE OTHER STOCKHOLDERS PRO RATA TO THEIR HOLDINGS. IF THE STOCKHOLDERS FAIL TO
DECLINE TO EXERCISE THE RIGHT TO PURCHASE THE OFFERING STOCKHOLDER'S SHARES
WITHIN THIRTY (30) DAYS FROM RECEIPT OF SAID NOTICE, THE STOCKHOLDER MAKING THE
OFFER IS AT LIBERTY TO SELL OR GIVE THE SAME, PROVIDED SAID DISPOSITIVE ACTION
IS MADE WITHIN THIRTY (30) DAYS AFTER THE EXPIRATION OF THE OFFER TO THE REMAINING STOCKHOLDERS, AND EXCEPT IN THE CASE OF A GIFT, AT A PRICE NOT LESS
THAN THE PRICE AT WHICH SUCH STOCK WAS OFFERED TO THE CORPORATION.

2.3. THE CORPORATION MAY REQUIRE AFFIDAVITS FROM THE SELLING STOCKHOLDER AND THE PURCHASER OF SUCH STOCK AS TO THE PRICE PAID AND THE TERMS
THEREFORE BEFORE TRANSFERRING SUCH STOCK UPON THE BOOKS OF THE CORPORATION.
ALL OF THE STOCKHOLDERS, EXCLUSIVE OF THE OFFERING STOCKHOLDER, MAY, IN
PARTICULAR INSTANCES, CONSENT TO ANY SUCH PROPOSED SALE OR OTHER DISPOSITION,
BUT NO SUCH CONSENT OR WAIVER SHALL EXTEND TO OTHER OR SUBSEQUENT INSTANCES.
ANY STOCK ACQUIRED BY THE CORPORATION UNDER THE ABOVE PROVISIONS SHALL BE HELD
IN THE NAME OF THIS CORPORATION SUBJECT TO THE CONTROL AND DISPOSAL OF THE
STOCKHOLDERS WHO MAY, IF THEY SEE FIT, OFFER IT FOR SALE AT SUCH PRICE AS THEY
MAY DEEM PROPER TO THE STOCKHOLDERS OF THIS CORPORATION, IN WHICH EVENT EACH
STOCKHOLDER SHALL HAVE AN EQUAL RIGHT WITH THE OTHERS PRO RATA TO THEIR
HOLDINGS TO PURCHASE THE SAME; PROVIDED, HOWEVER, THAT IF ANY

STOCKHOLDER DOES NOT PURCHASE HIS FULL PROPORTIONATE SHARE OF THE STOCK, SAID PROPORTIONATE SHARE MAY BE PURCHASED BY THE OTHER STOCKHOLDERS PRO RATA TO THEIR HOLDINGS.

2.4. IF ANY TRANSFER OF STOCK IS MADE OR ATTEMPTED CONTRARY TO THE PROVISIONS HEREOF, THE CORPORATION AND THE OTHER STOCKHOLDERS SHALL HAVE THE SAME OPTIONS TO PURCHASE ALL OF THE STOCK SO TRANSFERRED OR ATTEMPTED TO BE TRANSFERRED UNDER THE SAME TERMS AND CONDITIONS PROVIDED HEREIN. ANY SUCH OFFER TO TRANSFER SHALL BE DEEMED TO HAVE BEEN MADE WHEN THE CORPORATION AND ALL OF THE OTHER STOCKHOLDERS RECEIVE ACTUAL NOTICE OF THE TRANSFER OR ATTEMPTED TRANSFER. IF THE CORPORATION AND THE OTHER STOCKHOLDERS DO NOT EXERCISE THEIR RESPECTIVE OPTIONS REGARDING SUCH STOCK, NEITHER THE STOCKHOLDER WHO TRANSFERRED OR ATTEMPTED TO TRANSFER SUCH STOCK, NOR THE TRANSFEREE OR INTENDED TRANSFEREE SHALL BE REQUIRED TO TRANSFER ANY OF SUCH STOCK TO THE CORPORATION OR TO THE OTHER STOCKHOLDERS. FURTHER, THE CORPORATION MAY REFUSE TO RECOGNIZE ANY TRANSFEREE AS ONE OF ITS STOCKHOLDERS FOR ANY PURPOSE, INCLUDING, WITHOUT LIMITATION, FOR PURPOSES OF DIVIDEND AND VOTING RIGHTS AND FOR PURPOSES OF ALLOCATION OF INCOME, LOSSES, AND BUSINESS EXPENSES, UNTIL ALL APPLICABLE PROVISIONS HEREOF HAVE BEEN COMPLIED WITH TO THE SATISFACTION OF THE CORPORATION.

2.5. NOTWITHSTANDING THE FOREGOING, NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS RELEASING ANY SUCH STOCK FROM ANY APPLICABLE STATE OR FEDERAL LAWS OR REGULATIONS CONCERNING TRANSFER OF THE SAME. FURTHER, ANY SUCH STOCK TRANSFERRED IN ACCORDANCE WITH THIS AGREEMENT SHALL, TO THE EXTENT PERMITTED BY LAW, CONTINUE TO BE SUBJECT TO THE TERMS HEREOF AND THE TRANSFEREE SHALL BE DEEMED TO HAVE CONSENTED TO THE TERMS HEREOF. UPON DELIVERY OF SUCH STOCK, SUCH TRANSFEREE SHALL BE BOUND HEREBY AND SHALL, ON REQUEST OF THE CORPORATION, EXECUTE SUCH ACKNOWLEDGMENT OR OTHER DOCUMENTATION AS THE CORPORATION MAY REQUEST.

5.1. THE SHAREHOLDERS SHALL HAVE NO PREEMPTIVE RIGHTS TO ACQUIRE UNISSUED OR TREASURY SHARES OR SECURITIES CONVERTIBLE INTO SHARES OR CARRYING A RIGHT TO SUBSCRIBE TO OR ACQUIRE SHARES.

5.2. THE CORPORATION SHALL HAVE THE AUTHORITY TO GUARANTEE ANY BONDS, SECURITIES, OR EVIDENCES OF INDEBTEDNESS CREATED BY; OR DIVIDENDS ON; OR A CERTAIN AMOUNT PER SHARE IN LIQUIDATION OF THE CAPITAL STOCK OF ANY OTHER CORPORATION OR CORPORATIONS CREATED BY THIS STATE OR BY ANY OTHER STATE, COUNTRY, NATION, OR GOVERNMENT, PROVIDED SUCH OTHER CORPORATION IS FORMED FOR PURPOSES SIMILAR TO THE PURPOSES OF THIS CORPORATION OR IS ENGAGED IN THE SAME OR A SUBSTANTIALLY SIMILAR BUSINESS OR TRANSACTS BUSINESS WITH THIS CORPORATION OR IS OWNED OR CONTROLLED BY THE SAME OR SUBSTANTIALLY SIMILAR INTERESTS; BUT NOTHING HEREIN CONTAINED SHALL AUTHORIZE THIS CORPORATION TO CARRY ON THE BUSINESS OF A SURETY OR INDEMNITY COMPANY.

5.3. THE CORPORATION SHALL HAVE THE AUTHORITY TO GUARANTEE IN ANY WAY PERMITTED BY LAW THE PERFORMANCE OF ANY OF THE CONTRACTS OR OTHER UNDERTAKINGS IN WHICH THE CORPORATION MAY OTHERWISE BE OR BECOME INTERESTED, OF ANY CORPORATION, ASSOCIATION, PARTNERSHIP, FIRM, TRUSTEE, SYNDICATE, INDIVIDUAL, GOVERNMENT, STATE, MUNICIPALITY, OR OTHER POLITICAL OR GOVERNMENTAL DIVISION OR SUBDIVISION, DOMESTIC OR FOREIGN, AS MAY BE PERMITTED BY LAW.

5.3. THE CORPORATION SHALL HAVE THE AUTHORITY TO PROMOTE OR ASSIST, FINANCIALLY OR OTHERWISE, CORPORATIONS, SYNDICATES, PARTNERSHIPS, TRUSTS, TRUSTEES, INDIVIDUALS, OR ASSOCIATIONS OF ALL KINDS, AND TO GIVE ANY GUARANTY IN CONNECTION THEREWITH FOR THE PAYMENT OF MONEY OR FOR THE PERFORMANCE OF ANY OBLIGATION OR UNDERTAKING.

5.4. SECTIONS 7-1.2-707, AND 7-1.2-810 OF THE RHODE ISLAND GENERAL LAWS (1956), AS AMENDED, ARE HEREBY ADOPTED.

5.5. THE CORPORATION, OR ANY SUBSIDIARY OF AFFILIATED COMPANY THEREOF, SHALL INDEMNIFY AND HOLD HARMLESS EACH PERSON (AND HIS HEIRS, ADMINISTRATORS AND EXECUTORS) WHO SHALL SERVE AT ANY TIME HEREAFTER AS A DIRECTOR OR OFFICER OF THE CORPORATION OR ANY SUBSIDIARY OR AFFILIATED COMPANY THEREOF FROM AND AGAINST ANY AND ALL CLAIMS AND LIABILITIES TO WHICH SUCH

PERSON SHALL BECOME SUBJECT BY REASON OF HIS HAVING HERETOFORE OR
HEREAFTER
BEEN A DIRECTOR OR OFFICER OF THE CORPORATION OR ANY SUBSIDIARY OR
AFFILIATED
COMPANY THEREOF, OR BY REASON OF ANY ACTION ALLEGED TO HAVE BEEN
HERETOFORE OR
HEREAFTER TAKEN OR OMITTED BY HIM AS SUCH DIRECTOR OR OFFICER, AND
SHALL
REIMBURSE EACH SUCH PERSON FOR ALL LEGAL AND OTHER EXPENSES
REASONABLY INCURRED
BY HIM IN CONNECTION WITH ANY SUCH CLAIM OF LIABILITY; PROVIDED,
HOWEVER, THAT
NO SUCH PERSON SHALL BE INDEMNIFIED AGAINST OR BE REIMBURSED FOR ANY
EXPENSE
INCURRED IN CONNECTION WITH ANY CLAIM OR LIABILITY ARISING OUT OF (I) ANY
BREACH OF SAID PERSON'S DUTIES OF LOYALTY OR FIDUCIARY DUTIES TO THE
CORPORATION OR ITS SHAREHOLDERS; (II) ACTS OR OMISSIONS NOT IN GOOD
FAITH OR
WHICH INVOLVE WILLFUL MISCONDUCT, GROSS NEGLIGENCE, OR KNOWING
VIOLATION OF
LAW; OR (III) A TRANSACTION OR TRANSACTIONS FROM WHICH THE PERSON
SEEKING
INDEMNIFICATION DERIVED IMPROPER PERSONAL BENEFIT. THE RIGHTS ACCRUING
TO ANY
PERSON UNDER THE FOREGOING PROVISIONS OF THIS ARTICLE SHALL NOT
EXCLUDE ANY
OTHER RIGHT TO WHICH HE/SHE MAY BE LAWFULLY ENTITLED, NOR SHALL
ANYTHING HEREIN
CONTAINED RESTRICT THE RIGHT OF THE CORPORATION TO INDEMNIFY OR
REIMBURSE SUCH
PERSON IN ANY PROPER CASE EVEN THOUGH NOT SPECIFICALLY HEREIN PROVIDED
FOR.
THE CORPORATION AND ITS DIRECTORS AND OFFICERS SHALL BE FULLY
PROTECTED IN
TAKING ANY ACTION OR MAKING ANY PAYMENT UNDER THIS ARTICLE, OR IN
REFUSING SO
TO DO, IN RELIANCE UPON THE ADVICE OF COUNSEL.

5.6. MEETINGS OF THE STOCKHOLDERS OF THE CORPORATION MAY BE
HELD ANYWHERE IN THE UNITED STATES OF AMERICA.

5.7. THE CORPORATION MAY BE A PARTNER, MEMBER, OR OTHER
PARTICIPANT IN A BUSINESS ENTITY TO THE EXTENT PERMITTED BY APPLICABLE
LAW.

ARTICLE VI

The name and address of the each incorporator is:

Title	Individual Name	Address
	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code, Country

INCORPORATOR

GIOVANNI LA TERRA BELLINA
ESQ.

144 WAYLAND AVENUE
PROVIDENCE, RI 02906 USA

ARTICLE VII

These Articles of Incorporation shall be effective upon filing unless a specified date is provided which shall be no later than the 90th day after the date of this filing.

Later Effective Date: 09/23/2016

Signed this 23 Day of September, 2016 at 10:35:04 AM by the incorporator(s). *This electronic signature of the individual or individuals signing this instrument constitutes the affirmation or acknowledgement of the signatory, under penalties of perjury, that this instrument is that individual's act and deed or the act and deed of the corporation, and that the facts stated herein are true, as of the date of the electronic filing, in compliance with R.I. Gen. Laws § 7-1.2.*

GIOVANNI LA TERRA BELLINA ESQ.

Form No. 100
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:

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

