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**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**

Office of the Secretary of State  
Corporations Division  
148 W. River Street  
Providence, Rhode Island 02904-2615

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2016 DEC 22 AM 10:53

**LIMITED LIABILITY COMPANY**

**ARTICLES OF AMENDMENT TO  
ARTICLES OF ORGANIZATION**

Pursuant to the provisions of Section 7-16-12 of the General Laws of Rhode Island, 1956, as amended, the undersigned limited liability company hereby amends its Articles of Organization as follows:

1. The name of the limited liability company is:

**Matola Painting & Remodeling Services, LLC**

2. The Articles of Organization of the limited liability company as amended or restated to date are amended as follows:

**[ Insert Amendment(s) ]**

*(If additional space is required, please list on separate attachment)*

**That the limited liability company is intended to be treated for purposes of federal income taxation as a corporation.**

**Those additional provisions contained on Exhibit A attached hereto and made a part hereof.**

3. The effective date of this amendment, if later than the date of the filing of these Articles of Amendment, is:

**January 1, 2017.**

*(not prior to, nor more than 30 days after, the filing of these Articles of Amendment)*

Under penalty of perjury, I declare and affirm that I have examined these Articles of Amendment, including any accompanying attachments, and that all statements contained herein are true and correct.

Date: 12/22/16

10:53 Am

**FILED**

DEC 22 2016

BY 291452

KM

**Matola Painting & Remodeling Services, LLC**

Print Name of Limited Liability Company

By

Signature of Authorized Person

### **Exhibit "A"**

6. Additional provisions not inconsistent with law set forth in these Articles of Organization:

- I. (a) If and so long as Matola Painting & Remodeling Services, LLC (hereinafter, the "LLC") is member-managed and there is more than one member, no single member acting alone shall have the power or authority to bind the LLC to any contract with a third party unless such contract has been specifically or generally approved by the members acting collectively and pursuant to the Operating Agreement of the LLC as the same may from time to time be amended (hereinafter, the "Operating Agreement").  
  
(b) If and so long as the LLC is manager-managed by more than one manager, no single manager acting alone shall have the power to bind the LLC to any contract with a third party unless such contract has been specifically or generally approved by the managers acting collectively and pursuant to the Operating Agreement.
- II. A manager of the LLC shall not be personally liable to the LLC 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 the same may from time to time be amended (hereinafter, the "Act"), except for (i) liability for the breach of the manager's duty of loyalty to the LLC and/or to the members of the LLC, (ii) liability for the manager's acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (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 written consent of the members or a majority of the managers having no interest in said transaction.
- III. (a) The members of the LLC may include provisions in the Operating Agreement, or the managers may authorize agreements to be entered into with each member, manager, agent, or employee, past or present, of the LLC (hereinafter, 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 managers of the LLC by Section III(a) hereof, the members of the LLC may include provisions in the Operating Agreement or the managers 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 LLC shall, subject to the provisions of this Exhibit “A,” pay, on behalf of an Indemnified Person, any loss or expense arising from any claim(s) which are made against the Indemnified Person (whether individually or jointly with other Indemnified Person(s)) by reason of any Covered Act of the Indemnified Person.
- (ii) For purposes of this Section III, when used herein:
  - a. “Manager(s)” means any or all of the managers of the LLC or those one or more members or other persons who are exercising any powers normally vested in the managers;
  - b. “Loss(es)” means any amount which an Indemnified Person is legally obligated to pay for any claim for Covered Acts and shall include, without limitation, damages, settlements, fines, penalties, or, with respect to employee benefit plans, excise taxes;
  - c. “Expense(s)” means any expenses incurred in connection with the defense against any claim for Covered Acts, including, without limitation, legal, accounting, or investigative fees and expenses, or bonds necessary to pursue an appeal of an adverse Judgment; and
  - d. “Covered Act(s)” means any act or omission by the Indemnified Person in the Indemnified Person’s official capacity with the LLC and while serving as such or while serving at the request of the LLC as a member of the governing body, manager, officer, employee, or agent of another limited liability company, corporation, partnership, joint venture, trust, or other entity or enterprise, including, without limitation, any entity and/or enterprise which is a subsidiary or affiliate of the LLC, or employee benefit plan.
- (iii) The Operating Agreement provisions or agreements authorized hereby may cover any Loss(es) or Expense(s) arising from any claims made against a retired Indemnified Person, the estate, heirs, or legal representative(s) 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 Expense(s) to an Indemnified Person prior to the final disposition of an action, suit, or proceeding or any appeal therefrom, involving such Indemnified Person and based on the alleged commission of 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 LLC if the Covered Act involves a claim for which indemnification is not permitted under Section III(b)(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 or against any Loss, and the LLC shall not reimburse for any Expenses, in connection with any claim(s) made against an Indemnified Person which the LLC determines in good faith to have resulted from (a) any breach of the Indemnified Person's duty of loyalty to the LLC and/or to its members, (b) acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law, (c) act(s) in contravention of Section 17 of the Act, or (d) a transaction from which the person seeking indemnification derived an improper personal benefit.