



State of Rhode Island and Providence Plantations
Department of State - Business Services Division

RECEIVED STATE
 R.I. DEPT. OF STATE
 BUS. SERVICES DIV.
 2017 APR 14 AM 10:15

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: J. White Associates II, LLC		
2. The name and address of the initial resident agent/office in Rhode Island is:		
Name Joseph V. Cavanagh, III		
Street Address (NOT a P.O. Box) Blish & Cavanagh LLP; 30 Exchange Terrace		
City/Town Providence	State RHODE ISLAND	Zip Code 02903
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 type="checkbox"/> partnership or <input type="checkbox"/> a corporation or <input checked="" 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 c/o Hugh J. Weidinger, Manager; 732 Northern Boulevard		
City/Town Great Neck	State NY	Zip Code 11201
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 7-16, unless a more limited purpose or duration is set forth in Section 6 of these Articles of Organization.		

FILED

APR 14 2017

10:15

By AL 300917

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

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 Attached Exhibit A

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.)

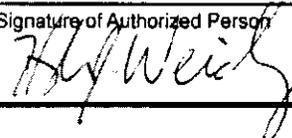
MANAGER	ADDRESS
Hugh J. Weidinger	732 Northern Boulevard, Great Neck, NY 11201

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	
Hugh J. Weidinger	732 Northern Boulevard	
City/Town	State	Zip Code
Great Neck	NY	11201
Signature of Authorized Person	SIGN DOCUMENT HERE	Date
		4/7/17

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

6. Additional provisions, not inconsistent with law, set forth in these Articles of Organization:
- I. 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 of Rhode Island, or as shall be otherwise provided in said operating agreement.
 - II. In addition to the authority conferred upon the members of the limited liability company by the foregoing paragraph (I), the members of the limited liability company may include provisions in the operating agreement, for the purpose of indemnifying such Indemnified Person 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 Section 6 (II), 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 Section 6 (II), when used herein:
 - a) "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;
 - b) "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
 - c) "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 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) any acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law; (3) any actions contravening Section 7-16-17 of the General Laws of Rhode Island; or (4) any transaction from which the Indemnified Person derived an improper personal benefit, unless said transaction was taken with the informed consent of the members of the limited liability company.



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:

April 14, 2017 10:15 AM

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

