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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

BUSINESS CORPORATION

RESTATED ARTICLES OF INCORPORATION

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2017 DEC 22 PM 3:05

Pursuant to the provisions of Section 7-1.2-906 of the General Laws of Rhode Island, 1956, as amended, the undersigned corporation adopts the following Restated Articles of Incorporation:

1. The name of the corporation is Location Inc. Group Corporation
2. The shareholders of the corporation (or, where no shares have been issued, the board of directors of the corporation) on _____, in the manner prescribed by Chapter 7-1.2-903 of the General Laws, 1956, as amended, adopted the following amendment(s) to the Articles of Incorporation:

(Briefly describe amendments in space below. If there are no such amendments, state "None".)

Article Second has been amended to delete all references to classes of capital stock other than common stock having a par value per share equal to \$0.01, with 4,000,000 shares of such common stock being authorized hereunder.

Article Fifth has been amended to state that no shareholder has any preemptive rights. Article Sixth was amended to delete all provisions other than the elimination of director's personal liability.

3. The attached restated articles of incorporation correctly set forth without change the corresponding provisions of the articles of incorporation, as previously amended, and that the restated articles of incorporation, together with the designated amendments, if any, supersede the original articles of incorporation and all previous amendments to the articles of incorporation.
4. As required by Section 7-1.2-105 of the General Laws, the corporation has paid all fees and taxes.
5. These Restated 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 _____

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

Date: _____

Signature of Authorized Officer of the Corporation

FILED

Andrew Schiller, Chief Executive Officer
Type or Print Name of Authorized Officer

DEC 22 2017
BY 326483 3:05

**Amended and Restated Articles of Incorporation
of
Location Inc. Group Corporation**

(Pursuant to Sections 7-1.2-906 and 7-1.2-903 of the Rhode Island Business Corporation Act)

Location Inc. Group Corporation, a corporation organized and existing under and by virtue of the provisions of the Rhode Island Business Corporation Act (the "Business Corporation Act"),

DOES HEREBY CERTIFY:

Article First That the name of this corporation is Location Inc. Group Corporation (the "Company"), and that this corporation was originally incorporated pursuant to the Business Corporation Act on May 3, 2004.

Article Second The total number of shares which the Company shall have the authority to issue is:

4,000,000 shares of common stock, \$.01 par value per share.

Article Third The address of the registered office of the Company is 272 West Exchange Street, Suite 102, Providence, RI 02903 and the name of the Registered Agent is Brian Laplante, Esq.

Article Fourth The Company has the purpose of engaging in any lawful business, and shall have perpetual existence until dissolved or terminated in accordance with Section 7-1.2 of the Business Corporation Act.

Article Fifth Shareholders shall have no preemptive rights to acquire unissued shares or securities convertible into shares or carrying a right to subscribe to or acquire shares.

Article Sixth The other lawful provisions for the conduct and regulation of business and affairs of the Company, for its voluntary dissolution, or for limiting, defining or regulating the powers of the Company, or of its directors or stockholders, or any class of shareholders, are set forth in this Article Sixth:

1. No director shall be personally liable to the Company or its shareholders for monetary damages for breach of fiduciary duty as a director notwithstanding any provision of law imposing such liability; provided, however, that this provision shall not eliminate or limit the liability of a director for:

- (a) any breach of the director's duty of loyalty to the Company or its shareholders,
- (b) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law,
- (c) liability under Section 7-1.2-811 of the Business Corporation Act (as in effect or as hereafter amended), or
- (d) any transaction from which the director derived an improper personal benefit, unless said transaction is permitted by Section 7-1.2-807 of the Business Corporation Act.

If the Rhode Island General Laws are amended after the adoption of this Article Sixth to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of each director of the Company shall be eliminated or limited to the fullest extent permitted by the Rhode Island General Laws, as so amended. Neither the amendment nor repeal of this Article Sixth, nor the adoption of any provision of the Articles of Incorporation inconsistent with this Article Sixth shall eliminate or reduce the effect of this Article Sixth in respect of any matter occurring, or any cause of action, suit or claim that, but for this Article Sixth would occur or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

2. Action by Shareholders Without a Meeting. Any action required or permitted to be taken at a meeting of shareholders pursuant to the Business Corporation Act or these Articles of Incorporation or the bylaws of the Company, may be taken without a meeting upon the written consent of less than all the shareholders entitled to vote thereon pursuant to the provisions of Section 7-1.2-707 of the Business Corporation Act (as in effect or as hereafter amended).

3. Indemnification.

(a) The Corporation shall, subject to the provisions of this Section 3 of Article Sixth, 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.

(b) For the purposes of this Section 3 of Article Sixth, when used herein

(i) "Indemnified Person" means any individual who is or was a director or officer of the Corporation or those one or more shareholders or other persons who are exercising any powers normally vested in the board of directors. Director or officer includes, unless the context otherwise requires, the estate or personal representative of the director or officer;

(ii) "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, judgments, settlements, fines (including an excise tax assessed with respect to employee benefit plans), penalties, or, reasonable expenses actually incurred;

(iii) "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;

(iv) "Proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative

(v) "Covered Act" means any act or omission of an Indemnified Person in the Indemnified Person's official capacity with the Corporation and while serving as such or while serving at the request of the Corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, limited liability company, partnership, joint venture, trust, other enterprise, employee benefit plan or other entity.

(vi) "Excluded Claim" has the meaning set forth in Section 3(d) of this Article.

(c) By the adoption of this Article, the Corporation agrees that it will pay the expenses of the Indemnified Person in advance of the final disposition of any Proceeding except to the

extent that the defense of a claim against the Indemnified Person is undertaken pursuant to any directors' and officers' liability insurance maintained by the Corporation. The advance payment of Expenses will be subject to the Indemnified Person's first (a) affirming in writing of the Indemnified Person's good faith belief that he or she has met the standard of conduct necessary for indemnification and (b) agreeing in writing with the Corporation to repay the sums paid by it hereunder if it is thereafter determined that the Proceeding involved an Excluded Claim or that the Indemnified Person was otherwise not entitled to indemnity under this Article. Determination as to reasonableness of expenses is made in the same manner as determination that indemnification is permissible in accordance with Section 3(e) of this Article; *provided, however*, if the determination as to permissibility is made by a special counsel, the determination as to the reasonableness of expenses must be made in accordance with Section 3(e) of this Article for the selection of the counsel.

(d) The Corporation will not be liable to pay any Loss or Expenses (an "Excluded Claim"):

(i) For which payment is actually made to or on behalf of the Indemnified Person under such directors' and officers' liability insurance policy as may be maintained by the Corporation (except for any excess beyond the amount covered by such insurance);

(ii) For which the Indemnified Person is otherwise indemnified or reimbursed;

(iii) With respect to a Proceeding in which a final judgment or other final adjudication determines that the Indemnified Person is liable to the Corporation for: (i) a breach of the Indemnified Person's duty of loyalty to the Corporation or its shareholders; (ii) acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law; (iii) liability imposed pursuant to the provisions of Section 811 of the Act; or (iv) any transaction (other than a transaction approved in accordance with Section 807 of the Act) from which the Indemnified Person derived an improper personal benefit;

(iv) For an accounting of profits in fact made from the purchase or sale by the Indemnified Person of securities of the Corporation within the meaning of Section 16 of the Securities Exchange Act of 1934 as amended; or

(v) If a final judgment or other final adjudication determines that such payment is unlawful.

(e) Payments on account of the Corporation's indemnity against Loss will be subject to the Corporation's first determining that the Loss results from a claim which is not an Excluded Claim. Such a determination will be made:

(i) by the board of directors by a majority vote of a quorum consisting of directors not at the time parties to the Proceeding; or

(ii) If a quorum cannot be obtained for purposes of clause (i) of this subparagraph (e), then by a majority vote of a committee of the board of directors duly designated to act in the matter by a majority vote of the full board of directors (in which designation directors who are parties to the Proceeding may participate) consisting solely of two (2) or more directors not at the time parties to the Proceeding; or

(iii) By independent legal counsel designated: (A) by the board of directors in the manner described in clause (i) of this subparagraph (e), or by a committee of the board of directors established in the manner described in clause (ii) of this subparagraph (e), or (B) if the requisite quorum

of the full board of directors cannot be obtained thereafter and a committee cannot be so established, by a majority vote of the full board of directors (in which designation directors who are parties to the Proceeding may participate); or

(iv) By the shareholders.

The determination required by this subparagraph (e) will be made within sixty (60) days of the Indemnified Person's written request for payment of a Loss, and if it is determined that the Loss is not an Excluded Claim payment will be made forthwith thereafter. Shares held by Indemnified Persons who are parties to the proceeding may not be voted on the subject matter under this Section 3(c). Payment of an Indemnified Person's Expenses in advance of the final disposition of any Proceeding will be made within twenty (20) days of the Indemnified Person's written request therefor. From time to time prior to the payment of Expenses, the Corporation may, but is not required to, determine (in accordance with this subparagraph) whether the Expenses claimed may reasonably be expected, upon final disposition of the Proceeding, to constitute an Excluded Claim. If such a determination is pending, payment of the Indemnified Person's Expenses may be delayed up to sixty (60) days after the Indemnified Person's written request therefor, and if it is determined that the Expenses are not an Excluded Claim, payment will be made forthwith thereafter.

(f) Settlement. The Corporation will have no obligation to indemnify the Indemnified Person under this Article for any amounts paid in settlement of any Proceeding effected without the Corporation's prior written consent. The Corporation will not unreasonably withhold or delay its consent to any proposed settlement. The Corporation may consent to a settlement subject to the requirement that a determination thereafter will be made as to whether the Proceeding involved an Excluded Claim or not.

(g) Rights Not Exclusive. The rights provided hereunder will not be deemed exclusive of any other rights to which the Indemnified Person may be entitled under the Act, any by-law, agreement, vote of shareholders or of disinterested directors or otherwise, both as to action in the Indemnified Person's official capacity and as to action in any other capacity while holding such office, and shall continue after the Indemnified Person ceases to serve the Corporation in an official capacity.

4. Excluded Opportunities. The Corporation renounces, to the fullest extent permitted by law, any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, any Excluded Opportunity. For purposes of this Section 4 of Article Sixth "Excluded Opportunity" means any matter, transaction or interest that is presented to, or acquired, created or developed by, or which otherwise comes into the possession of any director of the Corporation who is not an employee of the Corporation or any of its Subsidiaries ("Covered Director"), unless such matter, transaction or interest is presented to, or acquired, created or developed by, or otherwise comes into the possession of, a Covered Director expressly and solely in such Covered Director's capacity as a director of the Corporation. For purposes of this Section 4 of Article Sixth "Subsidiary" means, with respect to any person, any corporation, partnership, association or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that person or one or more of the other Subsidiaries of that person or a combination thereof, or (ii) if a partnership, association or other business entity, a majority of the partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by any person or one or more Subsidiaries of that person or a combination thereof. For purposes hereof, a person or persons shall be deemed to have a majority ownership interest in a partnership, association or other business entity if such person or persons shall be allocated a majority of partnership, association or other business entity gains or losses or shall be or control the managing general partner or board managers of such partnership, association or other business entity.



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:

December 22, 2017 03:05 PM

The signature is written in a cursive, flowing style in blue ink. It appears to read "Nellie M. Gorbea".

Nellie M. Gorbea
Secretary of State

