

Filing Fee: \$150.00

ID Number: 155513



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Office of the Secretary of State
Corporations Division
100 North Main Street
Providence, Rhode Island 02903-1335

LIMITED LIABILITY COMPANY

ARTICLES OF ORGANIZATION
(To Be Filed In Duplicate)

RECEIVED
CORPORATIONS DIV
SECRETARY OF STATE
2006 APR 21 PM 3:50

Pursuant to the provisions of Chapter 7-16 of the General Laws, 1956, as amended, 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:

Greene's, LLC

2. The address of the limited liability company's resident agent in Rhode Island is:

1184 Bulgarmarsh Road

(Street Address, not P.O. Box)

Tiverton

(City/Town)

, RI 02878

(Zip Code)

and the name of the resident agent at such address is Sheila Kauffmann

(Name of Agent)

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 only)



a partnership

or



a corporation

or



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:

1184 Bulgarmarsh Road, Tiverton, RI 02878

(If not determined, so state)

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 Chapter 7-16, unless a more limited purpose or duration is set forth in paragraph 6 of these Articles of Organization.

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By AK
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6. Additional provisions, if any, not inconsistent with law, which the members elect to have set forth in these Articles of Organization, including, but not limited to, any limitation of the purposes 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

7. The limited liability company is to be managed by:

(Check one box only)

☐ its members or ☒ by one (1) or more managers

8. If the limited liability company has managers at the time of filing these Articles of Organization, state the name and address of each manager:

<u>Manager</u>	<u>Address</u>
Theodore S. Greene	95 Bradley Street, Seekonk, MA 02771
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9. The date these Articles of Organization are to become effective, if later than the date of filing, is:

None

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

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.

Date: **March 29, 2006**



Signature of Authorized Person

EXHIBIT A
to the
Articles of Organization
of
Greene's, LLC

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 in Section 17 of the Rhode Island Limited Liability Company Act, as may hereafter be amended (the "Act"), except for (i.) liability for breach of the 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 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 consent of the members.

II. The limited liability company may indemnify and hold harmless each Member, Manager, agent or employee, past or present of the limited liability company acting on behalf of the limited liability company from and against any and all claims and liabilities including attorneys fees to which each person shall become subject by reason of his having heretofore or hereafter been a Member, Manager, agent or employee of the limited liability company or by reason of any action alleged to have been heretofore or hereafter taken or admitted by him in such capacity and shall reimburse each such person for all legal and other expenses reasonably incurred by him in connection with any such claim or liability; provided, however, that no such Member, Manager, agent or employee shall be indemnified against or reimbursed for, any expense incurred in connection with any claim or claims made against any Member, Manager, agent or employee which the limited liability company has determined to have resulted from:

(a) Any breach of said person's duty of loyalty to the limited liability company or its Members;

(b) Acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law;

(c) A transaction from which the person seeking indemnification derived improper personal benefit.