

Filing Fee: \$50.00
(See footnote below)

ID Number: 16-1668255



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 AMENDMENT TO ARTICLES OF ORGANIZATION (To Be Filed In Duplicate)

Pursuant to the provisions of Section 7-16-12 of the General Laws, 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:

Riverview Capital Associates, 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)

Article 6 is hereby amended, such that the word "None" is deleted, and the following shall be inserted in its place:

(CONTINUED ON ATTACHED SHEET)

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

N/A

(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: July 15, 2003

Riverview Capital Associates, LLC

Print Name of Limited Liability Company

By

[Signature] Myra Mearns Manager
Signature of Authorized Person

Filing fee footnote

If the purpose of this amendment is solely to indicate a change in managers pursuant to Section 7-16-12(a)(2), the filing fee shall be \$10.00.

FILED

JUL 17 2003

By kmc

C1736A

ATTACHMENT TO ARTICLES OF AMENDMENT OF
ARTICLES OF ORGANIZATION OF
RIVERVIEW CAPITAL ASSOCIATES, LLC

(Continued from Item 2 of Articles of Amendment)

The LLC's business and purpose shall consist solely of the following:

(i) to engage solely in the ownership, operating and management of the real estate Project located in Cranston, Rhode Island (the "Property"), pursuant to and in accordance with these Articles of Organization and the Company's LLC's Operating Agreement; and

(ii) to engage in such other lawful activities permitted to limited liability companies by the applicable laws and statutes for such entities of the State of Rhode Island as are incidental, necessary or appropriate to the foregoing.

(iii) the LLC shall have all the powers necessary or convenient to carry out the purposes for which it is formed, including the powers granted by the Act.

Limitations.

Notwithstanding any other provision of the Articles of Organization and any provision of law that otherwise so empowers the LLC, the LLC shall not, and the members and managers shall have no authority to, without the unanimous consent of its members, do any of the following:

(i) engage in any business or activity other than those set forth in the Articles of Organization;

(ii) do any act which would make it impossible to carry on the ordinary business of the LLC, except as otherwise provided in these provisions;

(iii) borrow money or incur any indebtedness or assume or guaranty any indebtedness of any other entity, other than normal trade accounts and lease obligations incurred in the ordinary course of business, or grant consensual liens on the LLC's property; except, however, the manager or managing member, as applicable, is hereby authorized to secure financing (the "Loan") for the LLC from Column Financial, Inc. in such amount and on such terms as such manager or managing member may elect, and to grant a mortgage, deed of trust, lien or liens on the LLC's property to secure such Loan, as well as incur other indebtedness to the extent expressly authorized pursuant to the documents further evidencing the Loan.

(iv) dissolve or liquidate, in whole or in part;

(v) consolidate or merge with or into any other entity;

(vi) institute proceedings to be adjudicated bankrupt or insolvent, or consent to the institution or bankruptcy or insolvency proceedings against it, or file a petition seeking or consenting to reorganization or relief under any applicable federal or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or similar official) of the LLC or a substantial part of property of the LLC, or make any assignment for the benefit of creditors, or admit in writing its inability to pay its debts generally as they become due, or take LLC action in furtherance of any such action; or

(vii) amend the Articles of Organization or the Operating Agreement of the LLC.

In addition to the foregoing, the LLC shall not, and the members and managers shall have no authority to, without the written consent of the holder of the Promissory note evidencing the Loan so long as it is outstanding, take any action set forth in items (i) through (v) or item (vii) above.

Title to Company Property.

All property owned by the LLC shall be owned by the LLC as an entity and, insofar as permitted by applicable law, no member or manager shall have any ownership interest in any LLC property in its individual name or right and, each membership or other ownership interest in the LLC shall be personal property for all purposes.

Separateness Provisions.

The LLC shall:

- (a) maintain books and records separate from any other person or entity;
- (b) maintain its accounts separate from those of any other person or entity;
- (c) not commingle its assets or funds with those of any other person or entity;
- (d) conduct its own business in its own name;
- (e) maintain separate financial statements from any other person or entity;
- (f) pay its own liabilities out of its own funds;

(g) hold regular manager and member meetings as appropriate, to conduct the business of the LLC, and do all things necessary to preserve its existence and observe all LLC formalities and other formalities required by this Agreement and the Articles of Organization of the LLC; and cause to be done and will do all things necessary to preserve its existence as a limited liability company;

(h) pay the salaries of its own employees and maintain a sufficient number of employees in light of its contemplated business operations;

(i) not guarantee or become obligated for, or pay, the debts of any other entity or hold out is credit as being available to satisfy the obligations of others;

(j) not acquire obligations or securities of any of its members or any Affiliate;

(k) allocate fairly and reasonably any overhead for shared office space;

(l) use separate stationery, invoices and checks from any other person or entity;

(m) not pledge its assets for the benefit of any other entity (except as specifically permitted by the terms of the mortgage securing the Loan) or make any loans or advances to any other entity;

(n) hold itself out to creditors and the public as a legal entity separate and distinct from any other entity;

(o) correct any known misunderstanding regarding its separate identity;

(p) maintain adequate capital in light of its contemplated business operations;

(q) maintain its assets in such a manner that it is not costly or difficult to segregate, identify or ascertain such assets;

(r) be solvent and pay its debts from its assets as the same shall become due;

(s) not acquire by purchase or otherwise all or substantially all of the business or assets of, or any stock or beneficial ownership of, any entity;

(t) file its own tax returns;

(u) upon the commencement of a voluntary or involuntary bankruptcy proceeding by or against the LLC, shall not seek a supplemental stay or otherwise pursuant to 11 U.S.C. 105 or any other provision of the Act, or any other debtor relief law (whether statutory, common law, case law, or otherwise) of any jurisdiction whatsoever, now or hereafter in effect, which may be or become applicable, to stay, interdict, condition, reduce or inhibit the ability of holder of the note evidencing the Loan to enforce any rights of such holder against any guarantor or indemnitor of the Loan or any other party liable with respect thereto by virtue of any indemnity, guaranty or otherwise;

(v) not enter into any contract or agreement with any general partner, principal, member, manager or affiliate of the LLC, or any affiliate of any such general partner, principal, manager or member, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than an affiliate.

Effect of Bankruptcy, Death or Incompetency of a Member.

To the extent permitted by applicable law, the bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a Member shall not cause the termination or dissolution of the LLC and the business of the LLC shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such Member shall have all the rights of such Member of the purpose of settling or managing its estate or property, subject to satisfying conditions precedent to the admission of such assignee as a substitute Member. To the extent permitted by applicable law, the transfer by such trustee, receiver, executor, administrator, committee, guardian or conservator of any LLC interest shall be subject to all of the restrictions, hereunder to which such transfer would have been subject if such transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated or incompetent Member.

Filing Fee: \$150.00

ID Number: 138217



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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

MAY 23 12 34 PM '03
OFFICE OF STATE
CORPORATIONS DIV.

LIMITED LIABILITY COMPANY

ARTICLES OF ORGANIZATION
(To Be Filed In Duplicate)

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:

Riverview Capital Associates, LLC

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

c/o Cameron & Mittleman, LLP 56 Exchange Terrace Providence, RI 02903
(Street Address, not P.O. Box) (City/Town) (Zip Code)

and the name of the resident agent at such address is Joseph Whinery
(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:

26 Shadow Oak Drive

Sudbury, MA 01776

(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.

FILED

MAY 23 2003

By [Signature] 3/18955

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:

None

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>
Myrna Merowitz	26 Oak Shadow Drive, Sudbury, MA 01776
Deborah Levey	64 Newton Street, Brookline, MA 02445-7407

9. The date these Articles of Organization are to become effective, if later than the date of filing, is:

(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: May, 2003

Deborah J. Levey
Signature of Authorized Person