

Filing Fee: \$150.00

ID Number: 154384



**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**

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

**LIMITED LIABILITY COMPANY**

**ARTICLES OF ORGANIZATION**

06-10-03 - 7 PM 12:34

Pursuant to the provisions of Chapter 7-16 of the General Laws of Rhode Island, 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:

NorthEast Sales Services, LLC

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

2019 Smith Street

North Providence

, RI 02911

(Street Address, not P.O. Box)

(City/Town)

(Zip Code)

and the name of the resident agent at such address is Louis A. DeQuattro, Jr., Esq.

(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:

169 Ospery Road, <sup>South Kingstown</sup> ~~Matinecock~~, RI 02879

*(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**  
MAR 07 2006  
By [Signature] 3/9/06

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 Exhibit A attached hereto

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Management of the Limited Liability Company:

A. The limited liability company is to be managed  by its members. (If you have checked this box, go to item no. 8.)

or

B. The limited liability company is to be managed  by one (1) or more managers. (If the limited liability company has managers at the time of the filing of these Articles of Organization, state the name and address of each manager.)

Manager

Address

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

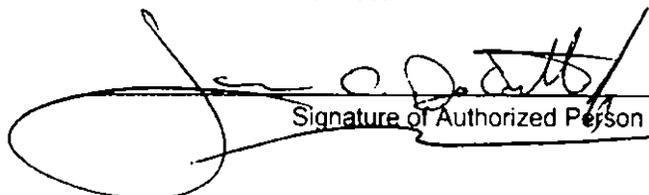
8. The date these Articles of Organization are to become effective, if later than the date of filing, is:

**Upon filing**

\_\_\_\_\_ (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: 3/4/06

  
\_\_\_\_\_  
Signature of Authorized Person

## EXHIBIT A

Article Sixth: Additional provisions not inconsistent with law set forth in these Articles of Organization:

I. Indemnification of Members. The provisions relating to indemnification of Members is set forth below.

(a) Liability of Members. No Member shall be personally liable to the limited liability company ("THE COMPANY") for any loss or damage suffered by THE COMPANY on account of any action taken or omitted to be taken by the Member, that the Member in good faith believed to be in or not opposed to THE COMPANY's best interests, and with respect to any criminal action or proceeding, that the Member had no reasonable cause to believe was unlawful. In addition, no Member shall be liable to THE COMPANY for any loss or damage suffered by THE COMPANY on account of any action taken or omitted to be taken in reliance upon advice of counsel for THE COMPANY or upon statements made or information furnished by officers or employees of THE COMPANY that the Member had reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which the Member may be entitled as a matter of law.

(b) Successful Defense. THE COMPANY shall indemnify Members to the extent the Member has been successful on the merits or otherwise in the defense of a claim, action, dispute, or issue such that the Person has no liability for all Expenses incurred in connection with the claim, action, dispute, or issue, if the Party was a involved due to the Party's role as Member. Indemnification under this subsection (b) shall be made within 10 days of receipt by THE COMPANY of a written demand for indemnification.

(c) Other Cases. In cases not included under subsection (b), above, THE COMPANY shall indemnify the Member against Liability and Expenses incurred by the Party in connection with a claim, action, dispute, or issue, if the Party was a involved due to the Party's role as Member, unless it shall have been concluded that the Party breached or failed to perform a duty owed to THE COMPANY:

(i) A willful failure to deal fairly with THE COMPANY in connection with a matter in which the Party has a material conflict of interest;

(ii) A violation of criminal law, unless the Party had reasonable cause to believe the Party's conduct was lawful or no reasonable cause to believe the conduct was unlawful;

(iii) A transaction from which the Party derived an improper personal profit; or

(iv) Willful misconduct.

Indemnification required under this subsection (c) shall be made upon 30 days after THE COMPANY's receipt of a written demand for indemnification.

(d) Means of Determining Whether Indemnification Is Required. Unless otherwise provided by a written agreement between the Member and THE COMPANY, the right to indemnification shall be determined by Majority Consent with the Percentage Interest of a Member seeking indemnification excluded from voting for this purpose unless all Members are seeking indemnification. If the Members determine that a Party seeking indemnification is not entitled to indemnification, and the Party does not agree with that determination, the matter shall be determined by arbitration.

(e) Effect of Termination of Proceeding. The termination of a claim, action, dispute, or issue by judgment, order, settlement, or conviction, or upon a plea of no contest or an equivalent plea, does not, by itself, create a presumption that indemnification of the Member.

(f) Request for Indemnification and Assignment of Claims Required. To seek indemnification, the Member shall make a written request to THE COMPANY. As a further precondition to any right to receive indemnification, the writing shall contain a declaration that THE COMPANY shall have the right to exercise all rights and remedies available to the Member against any other person, arising out of, or related to, the claim, action, dispute, or issue that resulted in the Liability and Expenses for which the Member seeks indemnification, and that the Member is deemed to have assigned to THE COMPANY all such rights and remedies.

(g) Allowance of Expenses as Incurred. Upon written request by the Member, THE COMPANY shall pay or reimburse that Party's reasonable expenses incurred as a party to a claim, action, dispute, or issue if the Party provides THE COMPANY with all of the following:

(i) A written affirmation of the Party's good faith belief that the Party has not breached or failed to perform the Party's duties to THE COMPANY; and

(ii) A written undertaking, executed personally or on the Party's behalf, to repay the allowance without interest to the extent that it is ultimately determined that indemnification is prohibited.

The undertaking under this subsection (g) shall be accepted without reference to the Member's ability to repay the allowance. The undertaking shall be unsecured.

(h) Insurance. THE COMPANY may purchase and maintain insurance on behalf of any Party who is the Member against any Liability asserted against or incurred by the Party in any such capacity or arising out of the Party's status as such, regardless of whether THE COMPANY is required or authorized to indemnify or allow Expenses to the Member.

(i) Continuation of Indemnification. The indemnification provided shall be the exclusive indemnification available from THE COMPANY to its Members, and shall continue as to a Party who has ceased to be a Member, and shall inure to the benefit of the heirs, successors, executors, and administrators of any such Party.