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LLC ID # 95929

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
OFFICE OF THE SECRETARY OF STATE

CORPORATIONS DIVISION 100 NORTH MAIN STREET PROVIDENCE, RI 02903

LIMITED LIABILITY COMPANY
ARTICLES OF ORGANIZATION

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:

FIRST: The name of the limited liability company is **MILLS ACQUISITION COMPANY LLC**.

SECOND: There are at least two members who have agreed to form this limited liability company.

THIRD: The latest date on which the limited liability company is to dissolve is July 11, 2047.

FOURTH: The name and address of the resident agent in the State of Rhode Island is Brown, Rudnick, Freed & Gesmer, Att: Susann G. Mark, Esq., One Providence Washington Plaza, Providence, RI 02903.


Signature of Resident Agent

FIFTH: 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 the purposes of federal income taxation as a **partnership**.

SIXTH: The address of the principal office of the limited liability company if it is determined is: 297 Water Street, Portsmouth, RI 02871.

SEVENTH: Additional provisions (if any) not inconsistent with law, which the members elect to have 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

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transaction from which the manager derived an improper personal benefit, unless said transaction was with the informed consent of the members or a majority of the disinterested managers.

II. (A) The members of the limited liability company may include provisions in the limited liability company's operating agreement, or the managers may authorize agreements to be entered into with each member, manager, agent or employee, past or present, of the limited liability company (an "Indemnified Person"), for the purpose of indemnifying an Indemnified Person in the manner and to the extent permitted by the Act.

(B) In addition to the authority conferred upon the members and managers of the limited liability company by the foregoing paragraph (A), the members of the limited liability company may include provisions in the operating agreement, or the managers may authorize agreements to be entered into with each Indemnified Person, for the purpose of indemnifying such person in the manner 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 Article Seventh II(B), 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.

(ii) For the purpose of this Article Seventh II(B), when used herein:

(1) "Manager(s)" means any or all of the managers of the limited liability company or those one or more members or other persons who are exercising any powers normally vested in the managers;

(2) "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;

(3) "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

(4) "Covered Act" means any act or omission by the Indemnified Person in the Indemnified Person's official capacity with the limited liability company and while serving as such 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, corporation, partnership, joint venture, trust,

other entity or enterprise, including, but not limited to any entities and enterprises which are subsidiaries or affiliates of the limited liability company.

(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 agreement provisions or 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 has determined to have resulted from: (1) any breach of the Indemnified Person's duty of loyalty to the limited liability company or its members; (2) acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law; (3) action contravening Section 17 of the Act; or (4) a transaction from which the person seeking indemnification derived an improper personal benefit.

III. Any action required or permitted to be taken at a meeting of the members of the limited liability company may be taken without a meeting, without prior notice, and without a vote if consented to in writing by the holders of membership interests having at least the minimum number of votes necessary to authorize or ratify such action if taken at a meeting at which all interests entitled to vote were present and voted. Prompt notice of such action shall be given to all members who would have been entitled to vote upon such action if a meeting of members were held.

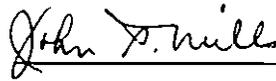
IV. Upon the affirmative vote of the holders of a majority of membership interests, all members of the limited liability company shall be required to contribute their interests in the limited liability company to a corporation to be created for the purpose of obtaining 100% of the membership interests in the limited liability company, and in exchange therefor each member of the limited liability company shall receive shares of the capital stock of such corporation in proportion to their percentage interest in the limited liability company; such

exchange to occur automatically and without any additional action on the part of the members of the limited liability company.

EIGHTH: Date these Articles of Organization are to become effective, if later than the date of filing, is: UPON FILING

Dated: July 11, 1997

Authorized Person:

A handwritten signature in cursive script that reads "John S. Mills". The signature is written in black ink and is positioned above a horizontal line.

John S. Mills