

Filing Fee \$30.00

**State of Rhode Island and Providence Plantations**

**ARTICLES OF AMENDMENT  
TO THE  
ARTICLES OF INCORPORATION  
OF**

Capital Properties, Inc.

Pursuant to the provisions of Section 7-1.1-56 of the General Laws, 1956, as amended, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

**FIRST:** The name of the corporation is ..... Capital Properties, Inc. ....

**SECOND:** The shareholders of the corporation on ..... July 29 ....., 19 87, in the manner prescribed by Chapter 7-1.1 of the General Laws, 1956, as amended, adopted the following amendment(s) to the Articles of Incorporation: by the written consents of shareholders, without a meeting, the number of shares represented by such consents being 523,246: ~~Insert Amendment(s)~~

THIRD: The number of shares of the corporation outstanding at the time of such adoption was 1,034,968; and the number of shares entitled to vote thereon was 1,034,968.

FOURTH: The designation and number of outstanding shares of each class entitled to vote thereon as a class were as follows: (if inapplicable, insert "none")

<u>Class</u>	<u>Number of Shares</u>
Common Stock, \$1.00 Par Value	1,034,968

FIFTH: The number of shares voted for such amendment was 523,246; and the number of shares voted against such amendment was 0.

SIXTH: The number of shares of each class entitled to vote thereon as a class voted for and against such amendment, respectively, was: (if inapplicable, insert "none")

<u>Class</u>	<u>Number of Shares Voted</u>	
	<u>For</u>	<u>Against</u>
Common Stock, \$1.00 Par Value	523,246	0

SEVENTH: The manner, if not set forth in such amendment, in which any exchange, reclassification, or cancellation of issued shares provided for in the amendment shall be effected, is as follows: (If no change, so state)

No change.

EIGHTH: The manner in which such amendment effects a change in the amount of stated capital, and the amount of stated capital as changed by such amendment, are as follows: (If no change, so state)

No change.

Dated August 5, 1987

Capital Properties, Inc.

By *Joseph R. DeStefano*  
 Its President  
 and *Barbara Meyer*  
 Its Secretary

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

} Sc.

At Providence in said county on this 5<sup>th</sup> day of August, 19 87, personally appeared before me Joseph R. DiStefano, who, being by me first duly sworn, declared that he is the President of Capital Properties, Inc.

that he signed the foregoing document as President of the corporation, and that the statements therein contained are true.

*Gloria P. Hopkins*  
Notary Public

(NOTARIAL SEAL)

GLORIA P. HOPKINS  
My Commission Expires June 30, 1991

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SHAREHOLDER ACTION PURSUANT TO  
SECTION 30.3 OF RHODE ISLAND BUSINESS  
CORPORATION ACT

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The undersigned, being the holders of record in the aggregate of a majority of the outstanding common stock, \$1.00 par value, of Capital Properties, Inc., a Rhode Island corporation, do hereby, pursuant to the provisions of Section 30.3 of the Rhode Island Business Corporation Act, as amended, and the provisions of Article SIXTH of the articles of incorporation of the corporation, as amended, adopt and consent to the adoption of the following vote without a meeting of the shareholders:

VOTED: That Article SIXTH of the articles of incorporation of the corporation, as heretofore amended, be and the same hereby is further amended by the addition thereto of the following provisions:

"A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of the director's duty as a director, except for (i) liability for any breach of the director's duty of loyalty to the corporation or its stockholders, (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 43 of the Rhode Island Business Corporation Act, as amended, (iv) liability under Section 16(b) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or (v) liability for any transaction from which the director derived an improper personal benefit (unless said transaction is permitted by Section 37.1 of the Rhode Island Business Corporation Act, as amended). If the Rhode Island Business Corporation Act is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the corporation shall be eliminated or limited to the fullest extent permitted by the Rhode Island Business Corporation Act, as so amended. Any repeal or modification of the provisions of this Article SIXTH by the corporation shall not adversely affect any right or protection of a director of

the corporation existing at the time of such repeal or modification.

The board of directors of the corporation may authorize agreements to be entered into with each director for the purpose of indemnifying such director in the manner and to the extent permitted by Section 4.1 of the Rhode Island Business Corporation Act, as amended.

In addition to the authority conferred upon the board of directors of the corporation by the foregoing paragraph, the board of directors of the corporation may authorize agreements to be entered into with each director for the purpose of indemnifying such director in the manner and to the extent provided herein:

(i) The agreements authorized hereby may provide that the corporation shall, subject to the provisions of this Article SIXTH, pay, on behalf of a director with whom the same is entered into, any Loss or Expenses arising from any claim or claims which are made against the director (whether individually or jointly with other directors) by reason of any Covered Act of or by the director in his or her capacity as a director of the corporation.

(ii) For the purposes of this Article SIXTH, when used herein

(1) "Loss" means any amount which a director 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;

(2) "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; and

(3) "Covered Act" means any breach of duty, neglect, error, misstatement, misleading statement, omission or other act wrongfully done or attempted by a director so alleged by any claimant against the director by reason of his or her being a director of the corporation.

(iii) The agreements may cover Loss or Ex-

penses arising from any claims made against the estate, heirs or legal representatives of a deceased director who was a director at the time the Covered Act upon which such claims are based was committed, and the legal representatives of a director in the event of the director's incompetency, insolvency or bankruptcy.

(iv) Any agreement authorized hereby may provide for the advancement of Expenses to a director prior to the final disposition of any action, suit or proceeding, or any appeal therefrom, involving such director and based on the alleged commission by such director of a Covered Act, subject to an undertaking by or on behalf of such director to repay the same to the corporation 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 director.

(v) The agreements authorized hereby may not indemnify a director from and against any Loss, and the corporation shall not reimburse for any Expenses, in connection with any claim or claims made against a director: (A) for any breach of the director's duty of loyalty to the corporation or its stockholders; (B) for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law; (C) for profits under Section 16(b) of the Exchange Act; or (D) for improper personal benefit (unless the transaction is permitted by Section 37.1 of the Rhode Island Business Corporation Act, as amended).

(vi) The agreements authorized hereby may contain such other terms and conditions, consistent with the provisions of this section, as the board of directors determines to be necessary or desirable."

S/ ROBERT H. EDER  

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Robert H. Eder

S/ LINDA EDER  

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Linda Eder

Dated: July 29, 1987