

Filing Fee: \$150.00

ID Number: 155249



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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

06 APR -7 AM 9:24

LIMITED LIABILITY COMPANY

ARTICLES OF ORGANIZATION

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:

Nemes Realty LLC

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

607 Great Road

North Smithfield

RI

02896

(Street Address, not P.O. Box)

(City/Town)

(Zip Code)

and the name of the resident agent at such address is

Robert Chamberland

(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:

37 Corey Street

Woonsocket, RI 02895

(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

APR 06 2006

By LMC

C95147

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

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

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

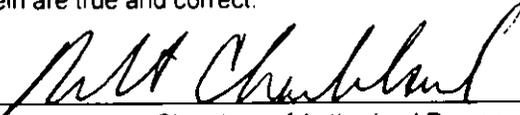
May 1, 2006

(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:

4/7/06


Signature of Authorized Person

ATTACHMENT TO ARTICLES OF ORGANIZATION

V.

No member, including the executor or administrator of a deceased member, shall have the right to sell, transfer (by gift or otherwise), pledge or encumber his stock in this Partnership unless he shall first have offered in writing to sell such stock to the Partnership (or if the Partnership fails to purchase the same, then to all of the other Members) at the lowest price at which he is willing to sell the same, and the Partnership and/or the other Members have either refused to purchase all of said offered stock or have neglected to exercise their option to purchase within twenty (20) days after the mailing of such notice as hereinafter set forth.

Any Member offering to sell his stock as aforesaid, shall state in writing the price at which he desires to sell said stock, and the Partnership shall have the right to purchase said stock at the price so stated provided the Partnership shall notify the selling Member in writing within twenty (20) days after the mailing to it of the offer to sell that it elects to exercise its option to purchase.

If the Partnership shall fail to accept the offer to purchase the stock within twenty (20) days after the mailing of the notice to it, the Partnership shall deliver to the selling Member a list of its Members and their mailing addresses as they appear on the Partnership's records, and the selling Member shall send a similar notice to the Members as disclosed by the Partnership. Each Member desiring to purchase shares shall notify the selling Member within twenty (20) days after the mailing of the notice to the Members as to the maximum number of shares he desires to purchase. Each such Member shall be entitled to purchase within the limits indicated the number of shares available equal to his shareholdings.

The offering Member shall not be obligated to sell less than the number of shares offered, and the attempt by the Partnership or the other Members to purchase less than the number of shares offered shall, at the election of the offering Member, be deemed to be a refusal to purchase the offered shares.

If either the Partnership or other Members shall elect to purchase all of the offered shares, the closing date shall be sixty (60) days after the date of the mailing of the notice to the Partnership or the mailing of the notices to the other Members, whichever shall be later.

If neither the Partnership nor the other Members shall elect to purchase all of the offered shares, the offering Member shall be free to sell the same at any time within six (6) months of the initial offer to sell to the Partnership, but for not less than the amount at which said shares were offered to the Partnership, without again first offering them to the Partnership and the Members as hereinbefore provided.

If the shares shall be sold to others as above provided, the Partnership and the other Members shall be entitled to statements under oath from seller and purchasers indicating compliance with the provisions hereof.

If offering Member shall intend to make a gift of said shares, the notice thereof shall be deemed to be an offer to sell, and if the option to purchase is accepted by the Partnership or the other Members, the price to be paid therefor shall be fixed by arbitration in accordance with the provisions of the Rhode Island Arbitration Act by three arbitrators, one chosen by the Partnership (the selling Member not participating directly or indirectly in said choice) a second chosen by the selling Member, and a third chosen by the two designated by the parties.

The Partnership and all of the other Members may waive the provisions of this paragraph at any time to permit the sale or transfer of any shares.

All notices required hereunder shall be made by certified mail or by personal delivery, and in the event of personal delivery; the date of delivery shall be equivalent to the date of mailing. The Partnership may, from time to time, distribute to its Members directly or through purchase of its own shares, portion of its assets in cash or property out of the unreserved an unrestricted capital surplus of the Partnership.

The Partnership shall have the power to indemnify any person who was or is a party to a suit or proceeding, civil or criminal.