

Filing Fee: \$50.00
(See footnote below)

ID Number: 120376



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)

RECEIVED
SECRETARY OF STATE
JUN 9 1 37 PM '04

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:

O.P. REALTY, 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)

Paragraph 6 shall be amended to read as follows: See attached "Exhibit A."

Paragraph 7 shall indicate that the LLC is to be managed by one (1) or more managers.

Paragraph 8 shall list the following managers:

Kathleen M. Kettle, 5 Wolfe Court, Coventry, RI 02816

Scott A. Campbell, 11 Starflower Court, Wakefield, RI 02879

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

(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: June 3, 2004

O.P. REALTY, LLC

Print Name of Limited Liability Company

By

Kathleen M. Kettle

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.

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**EXHIBIT "A" to
ARTICLES OF ORGANIZATION**

SIXTH: Additional provisions not inconsistent with law 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 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 (and "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 Sixth II (B), pay, on behalf of the 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) or by reason of any Covered Act of the Indemnified Person.

(ii) For the purposes of this Article Sixth 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 claims 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, or employee benefit plan.

(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 representatives 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; and

(3) action contravening Section 17 of the Act; or

(4) a transaction from which the person seeking indemnification derived an improper personal benefit.

III. No manager shall be liable for any breach of duty owed to the Limited Liability Company.