

Filing Fee: \$150.00

ID Number: 127689



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 ORGANIZATION
(To Be Filed In Duplicate)

FILED
OCT 22 2002
PROVIDENCE, RI

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:

1. The name of the limited liability company is MONGEON REALTY, LLC

2. The name and address of the resident agent in the State of Rhode Island is:

ARAM P. JARRET, JR.

176 Eddie Dowling Highway

North Smithfield, RI 02896

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:

55 Clarkson Street

Providence, RI 02908

5. The period of duration of the limited liability company is perpetual unless otherwise stated in Section 6 of these Articles of Organization.

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By ABH
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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. The limited liability company is to be managed by:

(Check one box only)

☒ its members or ☐ by one (1) or more managers

8. If the limited liability company has managers at the time of filing these Articles of Organization, state the name and address of each manager:

Manager

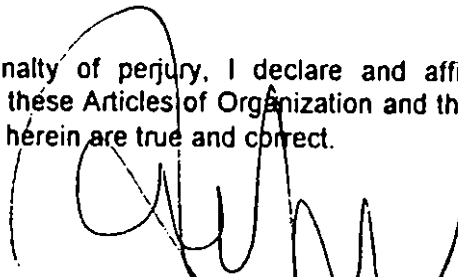
Address

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

Immediately upon the filing of these Articles.

(not 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 and that all statements contained herein are true and correct.



Dated: October 1, 2002

Signature of Authorized Person
Aram P. Jarret, Jr.

EXHIBIT A

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

- I. The latest date on which the limited liability company is to dissolve is October 1, 2052.
- II. 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.
- III. (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 Sixth III(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 reasons of any Covered Act of the Indemnified Person.

(ii) For the purposes of this Article Sixth III(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, 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 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.

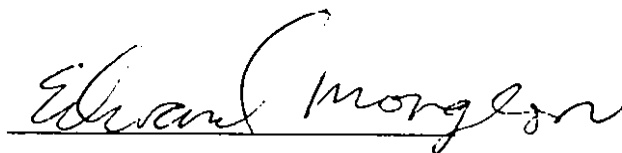
(iv) Any operating agreement provisions or agreements authorized hereby may provide for the advancement of Expenses to an Indemnified Person prior to the final disposition of any action, suit or proceeding, or any appeal therefrom, involving such Indemnified Person and based on the alleged commission 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.

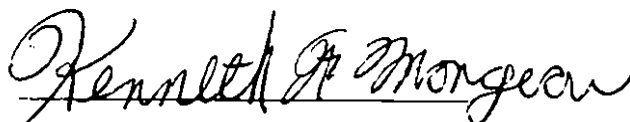
(v) The operating agreement provisions or agreements authorized hereby may not indemnify an Indemnified Person from and against any Loss, and the limited liability company shall not reimburse for any Expenses, in connection with any claim or claims made against an Indemnified Person which the limited 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.

**STATEMENT RELATING TO FORMATION
OF
MONGEON REALTY**

The undersigned are the MONGEON REALTY members who hereby agree to form **MONGEON REALTY, LLC**, (the "Company"), as a limited liability company pursuant to the provisions of Chapter 7-16 of the General Laws of Rhode Island, 1956, as amended, and authorize Aram P. Jarret, Jr., to execute the Articles of Organization in duplicate in the form attached hereto and to deliver the same for filing to the Secretary of State of Rhode Island.

A handwritten signature in cursive script, reading "Edward Mongeon", written over a horizontal line.

EDWARD MONGEON

A handwritten signature in cursive script, reading "Kenneth Mongeon", written over a horizontal line.

KENNETH MONGEON

Dated: October 1, 2002

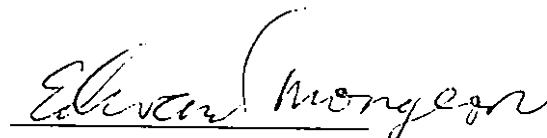
MONGEON REALTY, LLC
ACTION BY CONSENT OF THE MEMBERS

The undersigned, being members representing all of the capital values of the ownership interests of **MONGEON REALTY, LLC**, a Rhode Island limited liability company, (the "Company"), hereby consent and agree to the following actions:

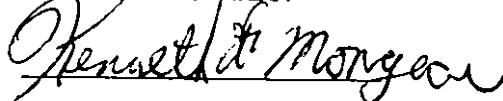
- The Duplicate Articles of Organization of the Company, duly certified by the Secretary of State of Rhode Island as having been filed with the Secretary of State on September _____, 2002, are hereby accepted and will be filed in the record book of the Company
- The actions taken by Aram P. Jarret, Jr., organizing the Company are hereby ratified and confirmed in all respects.
- The Company will keep its financial records and statements on the basis of a fiscal year ending December 31.
- The following persons are hereby elected officers of the Company, to serve in accordance with the Articles of Organization and the Operating Agreement of the Company:

President: **Edward Mongeon**

Secretary/Treasurer: **Kenneth Mongeon**



EDWARD MONGEON



KENNETH MONGEON

DATED: October 1, 2002

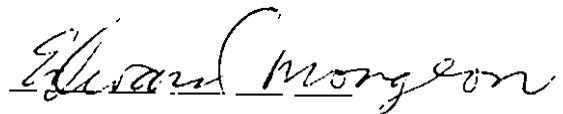
OPERATING AGREEMENT

The undersigned, being members ("Members") representing all of the capital values of the ownership interest of **MONGEON, LLC**, a Rhode Island limited liability company (the "Company"), hereby agree that there is not and shall not be any oral operating agreement among the Members and that this writing and Exhibit "A" currently constitutes all of the operating agreement among the Members.

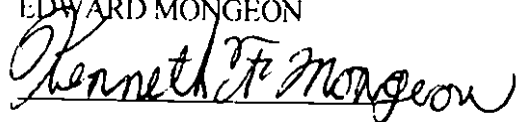
This Agreement contains the entire understanding and agreement among the Members with respect to the subject matter hereof and may not be amended except by written agreement signed by all of the Members.

This Agreement shall be binding and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of this 1 day of October, 2002.



EDWARD MONGEON



KENNETH MONGEON

EXHIBIT "A"
OPERATING AGREEMENT
PROVISIONS REGARDING
MEETINGS, MEMBERS AND OFFICERS

ARTICLE 1
MEETINGS OF MEMBERS

Section 1. Place of Meetings. All meetings of the Members shall be held at such place within or without the State of Rhode Island as shall be stated in the notice of meeting.

Section 2. Meetings. A meeting of the Members, for any purpose or purposes, may be called by the holders of record of Member Interests entitled to vote at such meeting under whose combined capital value equal or exceed fifty (50%) percent. Any such call shall state the purpose or purposes of the proposed meeting.

Section 3. Member Voting. A member who has not assigned his Member Interest shall be entitled to call, notice and vote at meetings of the Members and to express consent or approval and take other action as a Member. Members entitled to take action shall do so in proportion to their capital values.

Section 4. Notice of Meetings. Written notice of each meeting stating the place, day, hour and the purpose or purposes of the meeting shall be given to each Member entitled to vote at such meeting not less than ten, nor more than sixty days, before the meeting. Business transacted at any meeting of Members shall be limited to the purposes stated in the notice of the meeting or any written waiver thereof.

Section 5. Quorum. Members holding a majority of the voting rights entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the Members for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the Members, the Members entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time-to-time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. If adjournment is for more than thirty days, a notice of the adjourned meeting shall be given to each Member entitled to vote at the meeting.

Section 6. Required Vote. When a quorum is present at any meeting, the vote of the Members holding a majority of the voting rights entitled to vote and present in person or represented by proxy, shall decide any question brought before such meeting.

Section 7. Proxies. Every Member entitled to vote at a meeting or to express consent without a meeting may authorize another person or persons to act for him by proxy, executed in writing by the Member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date thereof, unless otherwise provided in the proxy.

Section 8. Consent Action. Any action required or permitted to be taken at a meeting of Members may be taken without a meeting if all the Members entitled to vote thereon consent thereto in writing. In addition to the foregoing, except as otherwise provided by the Act, any action required or permitted to be taken at a meeting of the Members by the Act, the Articles of Organization of the Operating Agreement, may be taken without a meeting upon the written consent of less than all the Members entitled to cast at least the minimum number of votes which would be required to take such action present. Prompt notice of such action shall be given to all Members who would have been entitled to vote upon the action if such meeting were held.

ARTICLE II

OFFICERS

Section 1. Number. The members may from time-to-time elect or appoint such officers with such titles, including a president, a treasurer, a secretary and one or more vice presidents, assistant officers and agents, and assign to them such authorities and duties as it may deem necessary. Any two or more of the offices may be held by the same person.

Section 2. Election and Term. The officers of the Company may be elected or appointed by the Members at any meeting. Each officer shall serve for the term specified in his election or appointment and if no term is specified then until his successor shall have been elected or appointed or in either event until his earlier death, resignation or removal as hereinafter provided. Any officer or agent may be removed by the Members whenever in their judgment the best interests of the Company will be served thereby, but such removal will be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

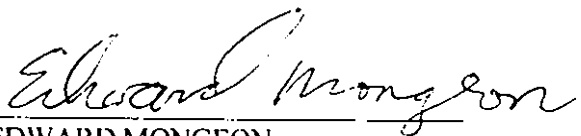
Section 3. Authority and Duties. The chairman, or if there be none, the president shall be the chief executive officer of the Company and, subject to the director and control of the Members, shall have general supervision and control of all officers, agents and employees of the Company and the management of

its business and interests. The president shall be the chief operating officer of the Company and will supervise the day-to-day affairs of the Company. The other officers of the Company shall have the powers and shall perform the duties customarily appurtenant to their retrospective offices, and shall have such further powers and shall perform such further duties as shall be from time-to-time assigned to them by the Members.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal or otherwise may be filled by the Members.

Section 5. Signing of Instruments. All checks, drafts, orders, notes and other obligations of the Company for the payment of money, and deeds, mortgages, leases, contracts, bonds and other instruments, certificates or documents may be signed by either the President or Secretary of the Company or by such other person or persons as may from time-to-time be designated by general or special vote of the Members.

WE hereby certify that the above Operating Agreement Provisions were duly
adopted by the Members on October 1, 2002 and are still in full
and effect as of this date.


EDWARD MONGEON
Member


KENNETH MONGEON
Member

Dated: October 1, 2002
