

Filing Fee \$30.00

State of Rhode Island and Providence Plantations

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

MANDEVILLE REALTY CORPORATION

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 MANDEVILLE REALTY CORPORATION.

SECOND: The shareholders of the corporation on December 11, 1980, 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:

[Insert Amendment(s)]

Article "EIGHTH" is hereby amended to delete the provisions in Article EIGHTH in their entirety and to add the following language in its place: [see attachment EIGHTH].

Article "NINTH" is hereby amended to add the following language:
"R.I.G.L. § 7.1-24, 1956, as amended, is hereby adopted".

Article "TENTH" is hereby added to add the following language:
[see attachment TENTH].

THIRD: The number of shares of the corporation outstanding at the time of such adoption was 200 ; and the number of shares entitled to vote thereon was 200 .

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>
None	

FIFTH: The number of shares voted for such amendment was 200 ; and the number of shares voted against such amendment was none .

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>
None		

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)

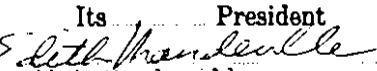
no change

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

MANDEVILLE REALTY CORPORATION

Dated 12/29 , 1980


By Roland J. Mandeville
Its President
and 
Edith Mandeville
Its Secretary

STATE OF RHODE ISLAND
COUNTY OF Providenc

} Sc.

At Providence in said county on this 29th day of
December, 1980, personally appeared before me Roland J. Mandevill
, who, being by me first duly sworn, declared that he is the
President of MANDEVILLE REALTY CORPORATION

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

Gayle L. Tarzwell
Notary Public Notary Public

(NOTARIAL SEAL)

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TENTH: (a) To guarantee any bonds, securities or evidences of indebtedness created by or dividends on or certain amount per share in liquidation of the capital stock of any other corporation or corporations created by this state or by any other state, country, nation or government, provided such other corporation is formed for purposes similar to the purposes of this corporation or is engaged in the same or a substantially similar business or transacts business with this corporation or is owned or controlled by the same or substantially similar interests; but nothing herein contained shall authorize this corporation to carry on the business of a surety or indemnity company.

(b) To guarantee in any way permitted by law the performance of any of the contracts or other undertakings in which the corporation may otherwise be or become interested, of any corporation, association, partnership, firm, trustee, syndicate, individual, government, state, municipality, or other political or governmental division or subdivision, domestic or foreign, insofar as may be permitted by law, AND/OR,

(c) To promote or assist financially or otherwise, corporations, syndicates, partnerships, trusts, trustees, individuals or associations of all kinds and to give any guaranty in connection therewith for the payment of money or for the performance of any obligation or undertaking.

(d) RIGL §7-1.1-30.3, 1956, as amended is hereby adopted.

(e) The corporation or any subsidiary or affiliated company thereof, shall indemnify and hold harmless each person (and his heirs, administrators and executors) who shall serve at any time hereafter as a director or officer of the corporation or any subsidiary or affiliated company thereof, from and against any and all claims and liabilities to which such person shall become subject by reason of his having heretofore or hereafter been a director or officer of the corporation or any subsidiary or affiliated company thereof, or by reason of any action alleged to have been heretofore or hereafter taken or omitted by him as such director or officer, and shall reimburse each such person for all legal and other expenses reasonably incurred by him in connection with any such claim or liability; provided, however, that no such person shall be indemnified against or be reimbursed for, any expense incurred in connection with any claim or liability arising out of his own negligence or willful misconduct.

The rights accruing to any person under the foregoing provisions of this Article shall not exclude any other right to which he may be lawfully entitled, nor shall anything herein contained restrict the right of the corporation to indemnify or reimburse such person in any proper case even though not specifically herein provided for. The corporation, its directors, officers, employees and agents shall be fully protected in taking any action or making any payment under this Article, or in refusing so to do, in reliance upon the advice of counsel.

EIGHTH: |

No stock may be pledged as security for any loan by the owner thereof without first having obtained in writing, the assent thereto of all the stockholders.

In case any stockholder of this corporation desires to give all, or any part of his shares of stock, he shall first offer the same to the corporation at book value and notify the President or Secretary of the corporation in writing, by certified mail, stating the number of shares he desires to give, and the name of the person to whom they are to be given.

If any stockholder shall at any time desire to sell all, or any part of his shares of stock, he shall first offer the same to the corporation and notify the President or Secretary of the corporation in writing, by certified mail, stating the number of shares he desires to sell, transfer, or otherwise dispose of, the lowest price at which he is willing to sell, and the name of the person to whom they are to be sold.

Within thirty (30) days after the receipt of any such notice, the stockholders of the corporation, exclusive of the stockholder offering the shares to the corporation, shall elect whether to accept such offer. If the stockholders shall elect to purchase the shares so offered, the Secretary or Treasurer, or some other officer designated by the stockholders shall forthwith and within said thirty (30) days, deliver in person to such stockholder or mail by certified mail, postage prepaid, addressed to him at his usual post office address as stated on the books of the corporation, a notice in writing, signed by the Secretary or Treasurer, or such other officer, of the election of the corporation to purchase such stock. The corporation shall have an additional thirty (30) days after the date of acceptance to make payment for such stock. The stockholder may receive the purchase price for such stock at the office of the corporation upon transfer to the corporation of the shares sold.

If the stockholders of the corporation, exclusive of the stockholder offering the shares to the corporation, shall not elect to accept said offer, or if notice of election to purchase shall not be given within the time limit above, then said stock shall be offered in writing to the stockholders of the corporation who shall have ten (10) days from receipt of said written notice within which to purchase such stock at the same price offered to the corporation.

Each stockholder shall have the right to purchase such portion of the remaining stock offered as the number of shares owned by him at such date shall bear to the total number of shares owned by all of the stockholders, excluding the stockholder making the offer, provided, however, that if any stockholder does not purchase his full proportionate share of the stock, said proportionate share may be purchased by the other stockholders pro rata to their holdings.

If the stockholders fail or decline to exercise the right to purchase the offering stockholder's shares within ten (10) days from receipt of said notice, the stockholder making the offer is at liberty to sell, or give the same, provided said dispositive action is made within thirty (30) days after the expiration of the offer to the remaining stockholders, and except in the case of a gift, at a price not less than the price at which it was offered to the corporation.

The corporation may require affidavits from the stockholder and the purchaser of such stock as to the price paid and the terms therefor, before transferring such stock upon the books of the corporation.

All of the stockholders, exclusive of the offering stockholder, may in particular instances consent to any such proposed sale, or other disposition, but no such consent or waiver shall extend to other or subsequent instances.

Any stock acquired by the corporation under the above provisions shall be held in the name of this corporation, subject to the control and disposal of the Board of Directors, who may, if they see fit, offer it for sale, at such price as they may deem proper, to the stockholders of this corporation, in which event each stockholder shall have an equal right with the others pro rata to their holdings to purchase the same, provided, however, that if any stockholder does not purchase his full proportionate share of the stock, said proportionate share may be purchased by the other stockholders pro rata to their holdings.

Any attempted sale in violation of this provision is null and void.