



State of Rhode Island
Department of State - Business Services Division

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Articles of Organization
 DOMESTIC Limited Liability Company

→ Filing Fee: \$150.00

Pursuant to the provisions of RIGL 7-16, 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: RH-BT Realty, LLC		
2. The name and address of the initial resident agent/office in Rhode Island is:		
Agent Name DarrowEverett LLP		
Street Address (NOT a P.O. Box) One Turks Head Place, Suite 1200		
City/Town Providence, RI 02903	State RHODE ISLAND	Zip Code 02903
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):		
<input type="checkbox"/> partnership or <input type="checkbox"/> a corporation or <input checked="" type="checkbox"/> disregarded as an entity separate from its member(s)		
4. The address of the principal office of the limited liability company, if it is determined at the time of organization:		
Street Address 117 Metro Center Boulevard, Suite 1007		
City/Town Warwick	State RI	Zip Code 02886
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 RIGL <u>7-16</u> , unless a more limited purpose or duration is set forth in Section 6 of these Articles of Organization.		

FILED

JUL 06 2022

BY *[Signature]* VMKMM
 2:31

MAIL TO:
 Division of Business Services
 148 W. River Street, Providence, Rhode Island 02904-2615
 Phone: (401) 222-3040
 Website: www.sos.ri.gov

6. Additional provisions, if any, not consistent with law, which the member(s) elect to have set forth in these Articles of Organization, including, but not limited to, any limitation of the purpose(s) or duration for which the limited liability company is formed, and any other provision which may be included in an operating agreement:

See Addendum to Articles of Organization, Article Sixth attached hereto and incorporated herein.

Check this box to indicate attachment

7. The Limited Liability Company is to be managed by:

You **MUST** check one box:

Its member(s) (If you have checked this box, skip to Section 8. Do not fill out the chart below.)

One (1) or more manager(s) (If the limited liability company has manager(s) at the time of the filing of these Articles of Organization, state the name and address of each manager below.)

MANAGER	ADDRESS
Ralph A. Palumbo	117 Metro Center Boulevard, Suite 1007, Warwick, RI 02886

8. Date when these Articles of Organization will be effective: **CHECK ONE BOX ONLY**

Date received (Upon filing)

Later effective date (Date must be no more than 90 days from the date of filing) _____

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.

Name of Authorized Person		Address	
Jasmine Carcieri, Organizer		One Turks Head Place, Suite 1200	
City/Town	State	Zip Code	
Providence	RI	02903	
Signature of Authorized Person			Date
<i>Jasmine Carcieri</i>			July 5, 2022

If you have any questions, please call us at (401) 222-3040, Monday through Friday, between 8:30 a.m. and 4:30 p.m., or email corporations@sos.ri.gov.

Addendum to Articles of Organization
Article Sixth

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

6.2. The Company shall have the authority to guarantee in any way permitted by law the performance of any of the contracts or other undertakings in which the Company 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, as may be permitted by law.

6.3. The Company shall have the authority 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.

6.4. Section 7-16-21 of the Rhode Island General Laws (1956), as amended, regarding written consents of members and managers is hereby adopted.

6.5. The member and manager, and their respective principals, members, shareholders, trustees, trusts, partners, directors, managers, agents, employces and representatives, shall be indemnified by Company (each such indemnified person, an "Indemnified Person") to the fullest extent permitted by Rhode Island law, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement only to the extent that such amendment, substitution or replacement permits Company to provide broader indemnification rights than Company is providing immediately prior to such amendment), against all expenses, liabilities and losses (including attorneys' fees, judgments, fines, excise taxes or penalties) reasonably incurred or suffered by such party (or one or more of such party's affiliates) by reason of the fact that such party, or another party of whom such party is his/her/its legal representative, is or was a member or manager, or while a member or manager is or was serving at the request of Company or any of its subsidiaries as a manager, director, officer, trustee, partner, venturer, proprietor, trustee, trust, employee, agent or similar functionary of another limited liability Company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise; provided, that (unless manager otherwise consents) no Indemnified Person shall be indemnified for any expenses, liabilities and losses suffered to the extent attributable to such Indemnified Person's or any of his/her/its affiliates' gross negligence or willful misconduct. Expenses, including attorneys' fees and expenses, incurred by any such Indemnified Person in defending a proceeding shall be paid by Company in advance of the final disposition of such proceeding, including any appeal therefrom, upon receipt of an undertaking, in form and substance reasonably acceptable to the manager, by or on behalf

of such Indemnified Person to repay such amount if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified by Company. Notwithstanding anything contained herein to the contrary, any indemnity by Company relating to the matters covered in this paragraph shall be provided out of and to the extent of Company assets only, and no manager or member (unless such party otherwise agrees in writing or is found in a final decision by a court of competent jurisdiction to have personal liability on account thereof) shall have personal liability on account thereof or shall be required to make additional capital contributions to help satisfy such indemnity of Company (except as expressly provided herein).

6.6. Any transfer or disposal of all or any portion of a member's membership interests now or hereafter owned at any time to any person or entity is subject to transfer restrictions set forth in the operating agreement of the Company.

6.7. In the event of any conflict between the provision of these Articles of Organization and the provisions of the Company's operating agreement, the latter shall control unless otherwise precluded by applicable law.



State of Rhode Island
Department of State | Office of the Secretary of State
Nellie M. Gorbea, *Secretary of State*

I, NELLIE M. GORBEA, Secretary of State of the State of Rhode Island,
hereby certify that this document, duly executed in accordance with the provisions
of Title 7 of the General Laws of Rhode Island, as amended, has been filed in this
office on this day:

July 06, 2022 02:31 PM

A handwritten signature in blue ink that reads "Nellie M. Gorbea".

Nellie M. Gorbea
Secretary of State

