



State of Rhode Island and Providence Plantations
Office of the Secretary of State

Fee: \$150.00

Division Of Business Services
148 W. River Street
Providence RI 02904-2615
(401) 222-3040

**Limited Liability Company
Articles of Organization**

(Chapter 7-16-6 of the General Laws of Rhode Island, 1956, as amended)

ARTICLE I

The name of the limited liability company is: Junction Coffee, LLC

ARTICLE II

The street address (post office boxes are not acceptable) of the limited liability company's registered agent in Rhode Island is:

No. and Street: 20 CENTERVILLE ROAD
City or Town: WARWICK State: RI Zip: 02886

The name of the resident agent at such address is: PETER D RUGGIERO

ARTICLE III

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 a corporation disregarded as an entity separate from its member

ARTICLE IV

The address of its principal office of the limited liability company if it is determined at the time of organization:

No. and Street: 1051 TEN ROD ROAD
UNIT 5A
City or Town: NORTH KNIGSTOWN State: RI Zip: 02852 Country: USA

ARTICLE V

The limited liability company has the purpose of engaging in any lawful business, unless a more limited purpose is set forth in Article VI of these Articles of Organization.

The period of its duration is: Perpetual

ARTICLE VI

Additional provisions, if any, not inconsistent with law, which members elect to have set forth in these Articles of Organization, including, but not limited to, any limitation of the purposes or any other provision which may be included in an operating agreement:

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

OFFICE OF THE SECRETARY OF STATE
CORPORATIONS DIVISION
100 NORTH MAIN STREET
PROVIDENCE, RHODE ISLAND 02903-1355
LIMITED LIABILITY COMPANY

ARTICLES OF ORGANIZATION ATTACHMENT

JUNCTION COFFEE, LLC

SIXTH: ADDITIONAL PROVISIONS NOT INCONSISTENT WITH LAW, WHICH THE MEMBER(S)

ELECTS TO HAVE SET FORTH IN THE ARTICLES OF ORGANIZATION.

I. THE PURPOSE OF THE LIMITED LIABILITY COMPANY IS TO TAKE, BUY, PURCHASE, EXCHANGE, LEASE OR OTHERWISE ACQUIRE REAL PROPERTY AND ANY INTEREST THEREIN, AND TO HOLD, OWN,

OPERATE, MANAGE,

MAINTAIN, RENT, LEASE, AND DEVELOP SUCH PROPERTY OR INTERESTS THEREIN IN ANY MANNER; AND TO

TRANSACT ANY/ALL LAWFUL BUSINESS FOR WHICH THE LIMITED LIABILITY COMPANY

MAY BE ORGANIZED

UNDER THE LAWS OF THE STATE OF RHODE ISLAND.

II. A MANAGER/OFFICER OF THE LIMITED LIABILITY COMPANY SHALL NOT BE PERSONALLY LIABLE TO THE LIMITED

LIABILITY COMPANY OR TO ITS MEMBER(S) FOR MONETARY DAMAGES FOR BREACH OF

ANY DUTY PROVIDED

FOR IN SECTION 17 OF THE RHODE ISLAND LIMITED LIABILITY COMPANY ACT, AS AMENDED (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. THE MEMBER(S) OF THE LIMITED LIABILITY COMPANY MAY INCLUDE PROVISIONS

IN THE LIMITED LIABILITY

COMPANY'S OPERATING AGREEMENT, OR THE MANAGER MAY AUTHORIZE AGREEMENTS TO

BE ENTERED INTO

WITH EACH MEMBER, MANAGER, OFFICER, AGENT, OR EMPLOYEE, PAST OR PRESENT, OF

THE LIMITED

LIABILITY COMPANY (INDEMNIFIED PERSON), FOR THE PURPOSE OF INDEMNIFYING AN INDEMNIFIED PERSON IN THE MANNER AND TO THE EXTENT PERMITTED BY THE ACT.

IV. IN ADDITION TO THE AUTHORITY CONFERRED UPON THE MEMBER(S) AND MANAGER(S) OF THE LIMITED

LIABILITY COMPANY BY THE FOREGOING PARAGRAPH, THE MEMBER(S) OF THE LIMITED

LIABILITY COMPANY

MAY INCLUDE PROVISIONS IN THE OPERATING AGREEMENT TO BE ENTERED INTO WITH

EACH INDEMNIFIED

PERSON, FOR THE PURPOSE OF INDEMNIFYING SUCH PERSON IN THE MANNER AND TO

THE EXTENT PROVIDED

HEREIN:

A. 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, PAY, ON

BEHALF OF AN INDEMNIFIED PERSON ANY LOSS OR EXPENSE ARISING FROM ANY CLAIM

OR CLAIMS

WHICH ARE MADE AGAINST THE INDEMNIFIED PERSON (WHETHER INDIVIDUALLY OF JOINTLY WITH OTHER

INDEMNIFIED PERSONS) BY REASON OF ANY COVERED ACT OF THE INDEMNIFIED PERSON.

B. FOR THE PURPOSES OF THIS ARTICLE SIXTH III, WHEN USED HEREIN

I. "MANAGER(S)" MEANS ANY OR ALL OF THE MANAGERS OF THE LIMITED LIABILITY COMPANY OR

THOSE ONE OR MORE MEMBERS OR OFFICERS OR AGENTS OR OTHER PERSONS WHO ARE

EXERCISING POWERS NORMALLY VESTED IN THE MANAGERS;

II. "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;

III. "EXPENSE" 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

IV. "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.

C. 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.

D. 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 THERE FROM, 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 (E), BELOW, AND THE FINAL
DISPOSITION OF SUCH
ACTION, SUIT, PROCEEDING, OR APPEAL RESULTS IN AN ADJUDICATION ADVERSE TO
SUCH INDEMNIFIED
PERSON.

E. THE OPERATING AGREEMENT PROVISIONS OR AGREEMENTS AUTHORIZED HEREBY

MAY
NOT INDEMNIFY
AN INDEMNIFIED PERSON FROM AND AGAINST LOSS, AND THE LIMITED LIABILITY
COMPANY SHALL NOT
REIMBURSE FOR ANY EXPENSE, 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 TO 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; (4) A TRANSACTION FROM WHICH THE PERSON SEEKING
INDEMNIFICATION
DERIVED AN
IMPROPER PERSONAL BENEFIT.

V. THE MEMBERS HAVE AGREED THAT THE OPERATING AGREEMENT OF THE LIMITED
LIABILITY COMPANY SHALL
BE IN WRITING AND EXECUTED BY ALL MEMBERS.

VI. THE MEMBERS OF THE LIMITED LIABILITY COMPANY HAVE CHOSEN TO ACT
EXCLUSIVELY THROUGH THE
MEMBERS; HOWEVER, THE MEMBERS MAY ELECT MANAGER(S), WHICH MAY BE
DESIGNATED

AS
OFFICER(S): A PRESIDENT, AND ONE OR MORE VICE PRESIDENTS, A TREASURER, AND
A SECRETARY.

VII. THE MEMBERS OF THE LIMITED LIABILITY COMPANY HAVE CHOSEN TO RESTRICT

THE TRANSFER OF ANY AND
ALL MEMBERSHIP RIGHTS AND INTERESTS.

VIII. THE MEMBERS OF THE LIMITED LIABILITY COMPANY MAY ESTABLISH CLASSES
OR
SERIES OF MEMBERSHIP
RIGHTS AND INTERESTS.

SIGNATURE OF AUTHORIZED PERSON DATE

ARTICLE VII

The limited liability company is to be managed by its X Members or ___ Managers (check one)
 (If managed by Members, go to ARTICLE VIII)

The name and address of each manager (If LLC is managed by Members, DO NOT complete this section):

Title	Individual Name First, Middle, Last, Suffix	Address Address, City or Town, State, Zip Code, Country

ARTICLE VIII

The date these Articles of Organization are to become effective, not prior to, nor more than 30 days after the filing of these Articles of Organization.

Later Effective Date:

This electronic signature of the individual or individuals signing this instrument constitutes the affirmation or acknowledgement of the signatory, under penalties of perjury, that this instrument is that individual's act and deed or the act and deed of the company, and that the facts stated herein are true, as of the date of the electronic filing, in compliance with R.I. Gen. Laws § 7-16.

Signed this 13 Day of April, 2012 at 10:43:59 AM by the Authorized Person.

PETER D. RUGGIERO

Address of Authorized Signer:

20 CENTERVILLE ROAD
WARWICK, RI)2886

Form No. 400
Revised 09/07

© 2007 - 2012 State of Rhode Island and Providence Plantations
All Rights Reserved