



State of Rhode Island and Providence Plantations

Department of State - Business Services Division

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:

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1. The name of the limited liability company is:

Wally's Hot Dog Cart, LLC

2. The name and address of the initial resident agent/office in Rhode Island is:

Agent Name **Mark Tourgee**Street Address (NOT a P.O. Box) **1500 Nooseneck Hill Road**City/Town **Coventry**State **RHODE ISLAND**Zip Code **02816**

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):

- ☐ partnership or
☒ a corporation or
☐ 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 **252 Oliphant Lane, Apt. B**City/Town **Middletown**State **RHODE ISLAND**Zip Code **02842**

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 7-16, unless a more limited purpose or duration is set forth in Section 6 of these Articles of Organization.

MAIL TO:

Division of Business Services

148 W. River Street, Providence, Rhode Island 02904-2615

Phone: (401) 222-3040

Website: www.sos.ri.gov

FILED

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BY

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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 Exhibit A attached hereto and made a part hereof.

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
Bradley Head	252 Oliphant Lane, Apt. B, Middletown, RI 02842

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.

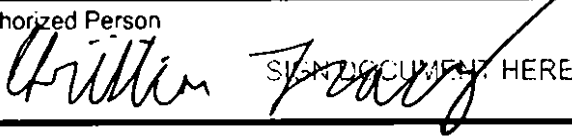
Name of Authorized Person		Address	
Christian W. Tracy		1500 Nooseneck Hill Rd.	
City/Town	State	Zip Code	
Coventry	Rhode Island	02816	
Signature of Authorized Person		Date	
 SIGN DOCUMENT HERE		3/25/2019	

Exhibit "A"

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

- I. (a) If and so long as Wally's Hot Dog Cart, LLC (hereinafter, the "LLC") is member-managed and if there is more than one member, no single member acting alone shall have the power or authority to bind the LLC to any contract with a third party unless such contract has been specifically or generally approved by the members acting collectively and pursuant to the Operating Agreement of the LLC as the same may from time to time be amended (hereinafter, the "Operating Agreement").

(b) If and so long as the LLC is manager-managed by more than one manager, no single manager acting alone shall have the power to bind the LLC to any contract with a third party unless such contract has been specifically or generally approved by the managers acting collectively and pursuant to the Operating Agreement.
- II. A manager of the LLC shall not be personally liable to the LLC 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 the same may from time to time be amended (hereinafter, the "Act"), except for (i) liability for the breach of the manager's duty of loyalty to the LLC and/or to the members of the LLC, (ii) liability for the manager's 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 written consent of the members or a majority of the managers having no interest in said transaction.
- III. (a) The members of the LLC may include provisions in the Operating Agreement, or the managers may authorize agreements to be entered into with each member, manager, agent, or employee, past or present, of the LLC (hereinafter, 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 LLC by Section III(a) hereof, the members of the LLC 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 LLC shall, subject to the provisions of

this Exhibit "A," pay, on behalf of an Indemnified Person, any loss or expense arising from any claim(s) which are made against the Indemnified Person (whether individually or jointly with other Indemnified Person(s)) by reason of any Covered Act of the Indemnified Person.

(ii) For purposes of this Section III, when used herein:

- a. "Manager(s)" means any or all of the managers of the LLC or those one or more members or other persons who are exercising any powers normally vested in the managers;
- b. "Loss(es)" means any amount which an Indemnified Person is legally obligated to pay for any claim for Covered Acts and shall include, without limitation, damages, settlements, fines, penalties, or, with respect to employee benefit plans, excise taxes;
- c. "Expense(s)" means any expenses incurred in connection with the defense against any claim for Covered Acts, including, without limitation, legal, accounting, or investigative fees and expenses, or bonds necessary to pursue an appeal of an adverse Judgment; and
- d. "Covered Act(s)" means any act or omission by the Indemnified Person in the Indemnified Person's official capacity with the LLC and while serving as such or while serving at the request of the LLC as a member of the governing body, manager, officer, employee, or agent of another limited liability company, corporation, partnership, joint venture, trust, or other entity or enterprise, including, without limitation, any entity and/or enterprise which is a subsidiary or affiliate of the LLC, or employee benefit plan.

(iii) The Operating Agreement provisions or agreements authorized hereby may cover any Loss(es) or Expense(s) arising from any claims made against a retired Indemnified Person, the estate, heirs, or legal representative(s) 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 Expense(s) to an Indemnified Person prior to the final disposition of an action, suit, or proceeding or any appeal therefrom, involving such Indemnified Person and based on the alleged commission of 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 LLC if the Covered Act involves a claim for which indemnification is not permitted under Section III(b)(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 or against any Loss, and the LLC shall not reimburse for any Expenses, in connection with any claim(s) made against an Indemnified Person which the LLC determines in good faith to have resulted from (a) any breach of the Indemnified Person's duty of loyalty to the LLC and/or to its members, (b) acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law, (c) act(s) in contravention of Section 17 of the Act, or (d) a transaction from which the person seeking indemnification derived an improper personal benefit.



State of Rhode Island and Providence Plantations
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
and Providence Plantations, 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:

March 25, 2019 11:20 AM

The signature is written in a cursive, flowing style in blue ink. It appears to read "Nellie M. Gorbea".

Nellie M. Gorbea
Secretary of State

