



State of Rhode Island  
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: A'Valeur 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: 37 WOOD AVE  
SUITE 2

City or Town: BARRINGTON State: RI Zip: 02806

The name of the resident agent at such address is: NORTHWEST REGISTERED AGENT, LLC

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: 386 BROAD ST  
City or Town: CUMBERLAND

State: RI Zip: 02864 Country: RI

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:

LIMITED LIABILITY COMPANY OPERATING AGREEMENT FOR A'VALEUR LLC

A SINGLE MEMBER-MANAGED LIMITED LIABILITY COMPANY

ARTICLE I COMPANY FORMATION

1.1 FORMATION. THE MEMBER HEREBY DOES FORM A LIMITED LIABILITY COMPANY ("COMPANY") SUBJECT TO THE PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT AS CURRENTLY IN EFFECT AS OF THIS DATE. ARTICLES OF ORGANIZATION SHALL BE FILED WITH THE SECRETARY OF STATE.  
1.2 NAME. THE NAME OF THE COMPANY SHALL BE: A'VALEUR LLC.

1.3 REGISTERED AGENT. THE NAME AND LOCATION OF THE REGISTERED AGENT OF THE COMPANY SHALL BE:  
NORTHWEST REGISTERED AGENT  
47 WOOD AVE, SUITE 2  
BARRINGTON, RI 02806

1.4 TERM. THE COMPANY SHALL CONTINUE FOR A PERPETUAL PERIOD UNLESS, (A) THE MEMBER VOTES FOR DISSOLUTION; OR (B) ANY EVENT WHICH MAKES IT UNLAWFUL FOR THE BUSINESS OF THE COMPANY TO BE CARRIED ON BY THE MEMBER; OR (C) ANY OTHER EVENT CAUSING DISSOLUTION OF THIS LIMITED LIABILITY COMPANY UNDER THE LAWS OF THE STATE OF RHODE ISLAND.

1.5 CONTINUANCE OF COMPANY. NOTWITHSTANDING THE PROVISIONS OF ARTICLE 1.4, IN THE EVENT OF AN OCCURRENCE DESCRIBED IN ARTICLE 1.4(C), IF THERE IS AT LEAST ONE REMAINING MEMBER, SAID REMAINING MEMBER SHALL HAVE THE RIGHT TO CONTINUE THE BUSINESS OF THE COMPANY. SUCH RIGHT CAN BE EXERCISED BY THE WRITTEN VOTE OF THE REMAINING MEMBER WITHIN NINETY (90) DAYS AFTER THE OCCURRENCE OF AN EVENT DESCRIBED IN ARTICLE 1.4(C). IF NOT SO EXERCISED, THE RIGHT OF THE MEMBER TO CONTINUE THE BUSINESS OF THE COMPANY MAY EXPIRE IF THAT MEMBER DESIRES.

1.6 BUSINESS PURPOSE. THE PURPOSE OF THE COMPANY IS TO MAKE SALES AT RETAIL.

1.7 PRINCIPAL PLACE OF BUSINESS. THE LOCATION OF THE PRINCIPAL PLACE OF BUSINESS OF THE COMPANY SHALL BE:  
386 BROAD ST  
CUMBERLAND, RI 02864

THE PRINCIPAL PLACE OF BUSINESS MAY BE CHANGED TO A LOCATION THE MEMBER MAY SELECT THE MEMBER MAY ALSO CHOOSE TO STORE COMPANY DOCUMENTS AT ANY ADDRESS THE MEMBER CHOOSES.

1.8 MEMBER. THE NAME AND PLACE OF RESIDENCE OF THE MEMBER ARE CONTAINED IN EXHIBIT 1 ATTACHED TO THIS AGREEMENT.

1.9 ADMISSION OF ADDITIONAL MEMBERS. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ADDITIONAL MEMBERS MAY BE ADMITTED TO THE COMPANY THROUGH ISSUANCE BY THE COMPANY OF A NEW INTEREST IN THE COMPANY OR A SALE OF CURRENT A PERCENT OF CURRENT MEMBER'S INTEREST.

## ARTICLE II CAPITAL CONTRIBUTIONS

2.1 INITIAL CONTRIBUTIONS. THE MEMBER INITIALLY SHALL CONTRIBUTE TO THE COMPANY CAPITAL AS DESCRIBED IN EXHIBIT 2 ATTACHED TO THIS AGREEMENT. THE TOTAL VALUE OF SUCH PROPERTY AND CASH IS \$1,000.

2.2 ADDITIONAL CONTRIBUTIONS. EXCEPT AS PROVIDED IN ARTICLE 6.2, NO MEMBER SHALL BE OBLIGATED TO MAKE ANY ADDITIONAL CONTRIBUTION TO THE COMPANY'S CAPITAL.

## ARTICLE III PROFITS, LOSSES AND DISTRIBUTIONS

3.1 PROFITS/LOSSES. FOR FINANCIAL ACCOUNTING AND TAX PURPOSES THE COMPANY'S NET PROFITS OR NET LOSSES SHALL BE DETERMINED ON AN ANNUAL BASIS AND SHALL BE ALLOCATED TO THE MEMBERS IN PROPORTION TO EACH MEMBER'S RELATIVE CAPITAL INTEREST IN THE COMPANY AS SET FORTH IN EXHIBIT 2 AS AMENDED FROM TIME TO TIME IN ACCORDANCE WITH TREASURY REGULATION 1.704-1.

3.2 DISTRIBUTIONS. THE MEMBER SHALL DETERMINE AND DISTRIBUTE AVAILABLE FUNDS ANNUALLY OR AT MORE FREQUENT INTERVALS AS THE MEMBER SEES FIT. AVAILABLE FUNDS, AS REFERRED TO HEREIN, SHALL MEAN THE NET CASH OF THE COMPANY AVAILABLE AFTER APPROPRIATE PROVISION FOR EXPENSES AND LIABILITIES, AS DETERMINED BY THE MEMBER. DISTRIBUTIONS IN LIQUIDATION OF THE COMPANY OR IN LIQUIDATION OF A MEMBER'S INTEREST SHALL BE MADE IN ACCORDANCE WITH THE POSITIVE CAPITAL ACCOUNT BALANCES PURSUANT TO TREASURY REGULATION 1.704- L(B)(2)(II)(B)(2). TO THE EXTENT A MEMBER SHALL HAVE A NEGATIVE CAPITAL ACCOUNT BALANCE, THERE SHALL BE A QUALIFIED INCOME OFFSET, AS SET FORTH IN TREASURY REGULATION 1.704- L(B)(2)(II)(D).

3.3 C CORPORATION ELECTION. THE MEMBER MAY ELECT TO BE TREATED AS A C

CORPORATION AT

ANY TIME TO KEEP THE PROFITS OF THE LLC AT THE COMPANY LEVEL AND NOT BE FORCED TO DISTRIBUTE PROFITS TO THE MEMBER.

ARTICLE IV MANAGEMENT

4.1 MANAGEMENT OF THE BUSINESS. THE MANAGEMENT OF THE BUSINESS IS INVESTED IN THE MEMBER.

4.2 MEMBER. THE LIABILITY OF THE MEMBER SHALL BE LIMITED AS PROVIDED PURSUANT TO APPLICABLE LAW. THE MEMBER IS IN CONTROL, MANAGEMENT, DIRECTION, AND OPERATION OF THE COMPANY'S AFFAIRS AND SHALL HAVE POWERS TO BIND THE COMPANY WITH ANY LEGALLY BINDING AGREEMENT, INCLUDING SETTING UP AND OPERATING A LLC COMPANY BANK ACCOUNT.

4.3 POWERS OF THE MEMBER. THE MEMBER IS AUTHORIZED ON THE COMPANY'S BEHALF TO MAKE ALL DECISIONS IN ACCORDANCE WITH ARTICLE 4.2 AS TO (A) THE SALE, DEVELOPMENT LEASE OR OTHER DISPOSITION OF THE COMPANY'S ASSETS; (B) THE PURCHASE OR OTHER ACQUISITION OF OTHER ASSETS OF ALL KINDS; (C) THE MANAGEMENT OF ALL OR ANY PART OF THE COMPANY'S ASSETS; (D) THE BORROWING OF MONEY AND THE GRANTING OF SECURITY INTERESTS IN THE COMPANY'S ASSETS; (E) THE PRE-PAYMENT, REFINANCING OR EXTENSION OF ANY LOAN AFFECTING THE COMPANY'S ASSETS; (F) THE COMPROMISE OR RELEASE OF ANY OF THE COMPANY'S CLAIMS OR DEBTS; AND, (G) THE EMPLOYMENT OF PERSONS, FIRMS OR CORPORATIONS FOR THE OPERATION AND MANAGEMENT OF THE COMPANY'S BUSINESS. IN THE EXERCISE OF ITS MANAGEMENT POWERS, THE MEMBER IS AUTHORIZED TO EXECUTE AND DELIVER (A) ALL CONTRACTS, CONVEYANCES, ASSIGNMENTS LEASES, SUB-LEASES, FRANCHISE AGREEMENTS, LICENSING AGREEMENTS, MANAGEMENT CONTRACTS AND MAINTENANCE CONTRACTS COVERING OR AFFECTING THE COMPANY'S ASSETS; (B) ALL CHECKS, DRAFTS AND OTHER ORDERS FOR THE PAYMENT OF THE COMPANY'S FUNDS; (C) ALL PROMISSORY NOTES, LOANS, SECURITY AGREEMENTS AND OTHER SIMILAR DOCUMENTS; AND, (D) ALL OTHER INSTRUMENTS OF ANY OTHER KIND RELATING TO THE COMPANY'S AFFAIRS, WHETHER LIKE OR UNLIKE THE FOREGOING.

4.7 NOMINEE. TITLE TO THE COMPANY'S ASSETS SHALL BE HELD IN THE COMPANY'S NAME OR IN THE NAME OF ANY NOMINEE THAT THE MEMBER MAY DESIGNATE. THE MEMBER SHALL HAVE POWER TO ENTER INTO A NOMINEE AGREEMENT WITH ANY SUCH PERSON, AND SUCH AGREEMENT MAY

CONTAIN PROVISIONS  
INDEMNIFYING THE NOMINEE, EXCEPT FOR HIS WILLFUL MISCONDUCT.

4.8 COMPANY INFORMATION. UPON REQUEST, THE CHIEF EXECUTIVE MEMBER SHALL  
SUPPLY TO  
ANY MEMBER INFORMATION REGARDING THE COMPANY OR ITS ACTIVITIES. EACH  
MEMBER OR HIS  
AUTHORIZED REPRESENTATIVE SHALL HAVE ACCESS TO AND MAY INSPECT AND COPY  
ALL BOOKS, RECORDS  
AND MATERIALS IN THE CHIEF EXECUTIVE MEMBER'S POSSESSION REGARDING  
THE COMPANY OR ITS ACTIVITIES.

4.9 EXCULPATION. ANY ACT OR OMISSION OF THE MEMBER, THE EFFECT OF WHICH  
MAY CAUSE OR  
RESULT IN LOSS OR DAMAGE TO THE COMPANY OR THE MEMBER IF DONE IN GOOD  
FAITH TO PROMOTE THE  
BEST INTERESTS OF THE COMPANY, SHALL NOT SUBJECT THE MEMBER TO ANY  
LIABILITY TO THE MEMBER.

4.10 INDEMNIFICATION. THE COMPANY SHALL INDEMNIFY ANY PERSON WHO WAS OR  
IS A PARTY  
DEFENDANT OR IS THREATENED TO BE MADE A PARTY DEFENDANT, PENDING OR  
COMPLETED ACTION, SUIT OR  
PROCEEDING, WHETHER CIVIL, CRIMINAL, ADMINISTRATIVE, OR INVESTIGATIVE (OTHER  
THAN AN ACTION BY OR  
IN THE RIGHT OF THE COMPANY) BY REASON OF THE FACT THAT HE IS OR WAS A  
MEMBER OF THE COMPANY,  
MANAGER, EMPLOYEE OR AGENT OF THE COMPANY, OR IS OR WAS SERVING AT THE  
REQUEST OF THE  
COMPANY, FOR INSTANT EXPENSES (INCLUDING ATTORNEY'S FEES), JUDGMENTS,  
FINES, AND AMOUNTS PAID  
IN SETTLEMENT ACTUALLY AND REASONABLY INCURRED IN CONNECTION WITH SUCH  
ACTION, SUIT OR  
PROCEEDING IF THE MEMBER ACTED IN GOOD FAITH AND IN A MANNER HE/SHE  
REASONABLY BELIEVED TO  
BE IN OR NOT OPPOSED TO THE BEST INTEREST OF THE COMPANY, AND WITH RESPECT  
TO ANY CRIMINAL  
ACTION PROCEEDING, HAS NO REASONABLE CAUSE TO BELIEVE HIS/HER CONDUCT  
WAS UNLAWFUL. THE  
TERMINATION OF ANY ACTION, SUIT, OR PROCEEDING BY JUDGMENT, ORDER,  
SETTLEMENT, CONVICTION, OR  
UPON A PLEA OF "NO LO CONTENDERE" OR ITS EQUIVALENT, SHALL NOT IN ITSELF  
CREATE A PRESUMPTION THAT  
THE PERSON DID OR DID NOT ACT IN GOOD FAITH AND IN A MANNER WHICH HE/SHE  
REASONABLY BELIEVED  
TO BE IN THE BEST INTEREST OF THE COMPANY, AND, WITH RESPECT TO ANY CRIMINAL  
ACTION OR  
PROCEEDING, HAD REASONABLE CAUSE TO BELIEVE THAT HIS/HER CONDUCT WAS  
LAWFUL.

4.11 RECORDS. THE MEMBER SHALL CAUSE THE COMPANY TO KEEP AT ITS PRINCIPAL  
PLACE OF  
BUSINESS OR OTHER LOCATION THE FOLLOWING:  
(A) A COPY OF THE CERTIFICATE OF FORMATION AND THE COMPANY OPERATING

AGREEMENT AND ALL  
AMENDMENTS:

(B) COPIES OF THE COMPANY'S FEDERAL, STATE AND LOCAL INCOME TAX RETURNS  
AND REPORTS, IF ANY, FOR

THE THREE MOST RECENT YEARS;

(C) COPIES OF ANY FINANCIAL STATEMENTS OF THE LIMITED LIABILITY COMPANY FOR  
THE THREE MOST RECENT  
YEARS.

ARTICLE V COMPENSATION

5.1 MEMBER MANAGEMENT FEE. ANY MEMBER RENDERING SERVICES TO THE COMPANY  
SHALL BE  
ENTITLED TO COMPENSATION COMMENSURATE WITH THE VALUE OF SUCH SERVICES.

5.2 REIMBURSEMENT. THE COMPANY SHALL REIMBURSE THE MEMBER FOR ALL DIRECT  
OUT-OF- POCKET  
EXPENSES INCURRED BY THE MEMBER IN MANAGING THE COMPANY.

ARTICLE VI BOOKKEEPING

6.1 BOOKS. THE MEMBER SHALL MAINTAIN COMPLETE AND ACCURATE BOOKS OF  
ACCOUNT OF THE  
COMPANY'S AFFAIRS AT THE COMPANY'S PRINCIPAL PLACE OF BUSINESS OR OTHER  
AGREED LOCATION. SUCH  
BOOKS SHALL BE KEPT ON SUCH METHOD OF ACCOUNTING AS THE MEMBER SHALL  
SELECT. THE COMPANY'S  
ACCOUNTING PERIOD SHALL BE THE CALENDAR YEAR.

6.2 MEMBER'S ACCOUNTS. THE MEMBER SHALL MAINTAIN SEPARATE CAPITAL AND  
DISTRIBUTION  
ACCOUNTS FOR EACH MEMBER. EACH MEMBER'S CAPITAL ACCOUNT SHALL BE  
DETERMINED AND  
MAINTAINED IN THE MANNER SET FORTH IN TREASURY REGULATION 1.704-L(B)(2)(IV)  
AND SHALL CONSIST OF  
HIS INITIAL CAPITAL CONTRIBUTION INCREASED BY:  
(A) ANY ADDITIONAL CAPITAL CONTRIBUTION MADE BY HIM/HER;  
(B) CREDIT BALANCES TRANSFERRED FROM HIS DISTRIBUTION ACCOUNT TO HIS  
CAPITAL ACCOUNT; AND  
DECREASED BY:  
(A) DISTRIBUTIONS TO HIM/HER IN REDUCTION OF COMPANY CAPITAL;  
(B) THE MEMBER'S SHARE OF COMPANY LOSSES IF CHARGED TO HIS/HER CAPITAL  
ACCOUNT.

6.3 REPORTS. THE MEMBER SHALL CLOSE THE BOOKS OF ACCOUNT AFTER THE CLOSE  
OF EACH CALENDAR  
YEAR, AND SHALL PREPARE AND SEND TO EACH MEMBER A STATEMENT OF SUCH  
MEMBER'S DISTRIBUTIVE  
SHARE OF INCOME AND EXPENSE FOR INCOME TAX REPORTING PURPOSES.

ARTICLE VII TRANSFERS

7.1 ASSIGNMENT. ACCORDING TO THE APPROPRIATE COURT, SHOULD THE MEMBER

HAVE A CREDITOR  
WITH A JUDGMENT THAT WAS ISSUED AN ASSIGNMENT OF THE MEMBERSHIP INTEREST,  
THE CREDITOR SHALL  
ONLY OBTAIN AN ASSIGNMENT OF THE MEMBERSHIP INTEREST, NOT THE ACTUAL  
TRANSFER OF MEMBERSHIP  
IN THE LLC. THE NEW ASSIGNEE DOES NOT HAVE ANY RIGHTS OF THE MEMBER OR HAVE  
THE ABILITY TO  
BE INVOLVED IN MANAGEMENT OF THE LLC OR THE RIGHT TO DISSOLVE THE LLC. THE  
NEW ASSIGNEE IS  
ONLY GRANTED RIGHTS OF THE DISTRIBUTIONS OF THE MEMBER'S INTERESTS, IF THE  
MEMBER DECIDES TO  
DISTRIBUTE AT ALL, NOT THE RIGHTS OF MEMBERSHIP. THE ASSIGNEE MUST RELEASE  
THE MEMBER'S  
INTERESTS BACK TO MEMBER UPON PAYMENT OF THE JUDGMENT IN ACCORDANCE  
WITH THE APPROPRIATE  
COURT.

#### ARTICLE VIII DISSOLUTION

8.1 DISSOLUTION. THE MEMBER MAY DISSOLVE THE LLC AT ANY TIME. THE MEMBER  
MAY NOT  
DISSOLVE THE LLC FOR A LOSS OF MEMBERSHIP INTERESTS. UPON DISSOLUTION THE  
LLC MUST PAY ITS  
DEBTS FIRST BEFORE DISTRIBUTING CASH, ASSETS, AND/OR INITIAL CAPITAL TO THE  
MEMBER OR THE MEMBERS  
INTERESTS. THE DISSOLUTION MAY ONLY BE ORDERED BY THE MEMBER, NOT BY THE  
OWNER OF THE  
MEMBERS INTERESTS.

#### CERTIFICATE OF FORMATION

THIS COMPANY OPERATING AGREEMENT IS ENTERED INTO AND SHALL BECOME  
EFFECTIVE AS OF THE  
EFFECTIVE DATE BY AND AMONG THE COMPANY AND THE PERSON EXECUTING THIS  
AGREEMENT AS  
MEMBER. IT IS THE MEMBER'S EXPRESS INTENTION TO CREATE A LIMITED LIABILITY  
COMPANY IN  
ACCORDANCE WITH APPLICABLE LAW, AS CURRENTLY WRITTEN OR SUBSEQUENTLY  
AMENDED OR REDRAFTED.  
THE UNDERSIGNED HEREBY AGREE, ACKNOWLEDGE, AND CERTIFY THAT THE  
FOREGOING OPERATING  
AGREEMENT IS ADOPTED AND APPROVED BY EACH MEMBER, THE AGREEMENT  
CCONSTITUTES, TOGETHER  
WITH EXHIBIT 1, EXHIBIT 2 AND EXHIBIT 3 (IF ANY), THE OPERATING AGREEMENT OF  
A'VALEUR LLC  
ADOPTED BY THE MEMBER AS OF SEPTEMBER 24,2020.

MEMBER: SHAQUANIA IYANNIA WILLIAMS ANDRADES

SIGNATURE: PRINTED NAME: SHAQUANIA IYANNIA WILLIAMS ANDRADES

PERCENT: %100

EXHIBIT 1

LISTING OF MEMBERS

AS OF THE 24 DAY OF SEPTEMBER, 2020 THE FOLLOWING IS A LIST OF MEMBERS OF THE COMPANY:

NAME: SHAQUANIA IYANNIA WILLIAMS ANDRADES

PERCENT: %100

ADDRESS: 386 BROAD ST, CUMBERLAND, RI 02864

EXHIBIT 2

CAPITAL CONTRIBUTIONS

PURSUANT TO ARTICLE 2, THE MEMBER'S INITIAL CONTRIBUTION TO THE COMPANY CAPITAL IS STATED TO

BE \$1,000. THE DESCRIPTION AND EACH INDIVIDUAL PORTION OF THIS INITIAL CONTRIBUTION ARE AS FOLLOWS:

SHAQUANIA IYANNIA WILLIAMS ANDRADES \$1,000.

SIGNED AND AGREED THIS 24 DAY OF SEPTEMBER, 2020

MEMBER

SHAQUANIA IYANNIA WILLIAMS ANDRADES

**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):

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> Address, City or Town, State, Zip Code, Country
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**ARTICLE VIII**

The date these Articles of Organization are to become effective, not prior to, nor more than 90 days after the filing of these Articles of Organization.

Later Effective Date:  09/24/2020

*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 22 Day of September, 2020 at 10:01:10 AM by the Authorized Person.**

SHAQUANIA IYANNIA WILLIAMS ANDRADES

**Address of Authorized Signer:**

386 BROAD ST, CUMBERLAND RI 02864

Form No. 400  
Revised 09/07

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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:

September 22, 2020 09:57 AM

A handwritten signature in blue ink, appearing to read "Nellie M. Gorbea". The signature is fluid and cursive.

Nellie M. Gorbea  
*Secretary of State*

