



**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: Coffee Cabinets, 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: 11 STATE STREET

City or Town: BRISTOL

State: RI

Zip: 02809

The name of the resident agent at such address is: STEVEN M. HUDAK, ESQ.

**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: 496 MAIN ST

City or Town: WARREN

State: RI

Zip: 02885

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:

EXHIBIT "A" TO ARTICLES OF ORGANIZATION

COFFEE CABINETS,LLC

ADDITIONAL PROVISIONS (IF ANY) NOT INCONSISTENT WITH LAW, WHICH THE MEMBERS ELECT TO HAVE SET FORTH IN THESE ARTICLES OF ORGANIZATION, INCLUDING, BUT NOT LIMITED TO, ANY LIMITATION OF THE PURPOSES OR DURATION FOR WHICH THE LIMITED LIABILITY COMPANY IS FORMED, AND ANY OTHER PROVISION WHICH MAY BE INCLUDED IN AN OPERATING AGREEMENT:

I. A MANAGER OF THE LIMITED LIABILITY COMPANY SHALL NOT BE PERSONALLY LIABLE TO THE LIMITED LIABILITY COMPANY OR TO ITS MEMBERS FOR MONETARY DAMAGES FOR BREACH OF ANY DUTY PROVIDED FOR IN SECTION 16 OF THE RHODE ISLAND LIMITED LIABILITY COMPANY ACT, AS MAY HEREAFTER BE AMENDED (THE "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 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. II.

(A) THE MEMBERS OF THE LIMITED LIABILITY COMPANY MAY INCLUDE PROVISIONS IN THE LIMITED LIABILITY COMPANY'S OPERATING AGREEMENT, OR THE MANAGERS MAY AUTHORIZE AGREEMENTS TO BE ENTERED INTO WITH EACH MEMBER, MANAGER, AGENT OR EMPLOYEE, PAST OR PRESENT, OF THE LIMITED LIABILITY COMPANY (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 LIMITED LIABILITY COMPANY BY THE FOREGOING PARAGRAPH (A), THE  
MEMBERS  
OF THE LIMITED LIABILITY COMPANY 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  
LIMITED  
LIABILITY COMPANY SHALL, SUBJECT TO THE PROVISIONS OF THIS ARTICLE 6 II  
(B), PAY, ON BEHALF OF AN INDEMNIFIED PERSON ANY LOSS OR EXPENSES  
ARISING  
FROM ANY CLAIM OR CLAIMS WHICH ARE MADE AGAINST THE INDEMNIFIED  
PERSON  
(WHETHER INDIVIDUALLY OR JOINTLY WITH OTHER INDEMNIFIED PERSONS) BY  
REASON  
OF ANY COVERED ACT OF THE INDEMNIFIED PERSON. (II) FOR THE PURPOSES OF  
THIS  
ARTICLE 6II(B) WHEN USED HEREIN- (1) "MANAGER(S)" MEANS ANY OR ALL OF  
THE  
MANAGERS OF THE LIMITED LIABILITY COMPANY OR THOSE ONE OR MORE  
MEMBERS OR  
OTHER PERSONS WHO ARE EXERCISING ANY POWERS NORMALLY VESTED IN THE  
MANAGERS; (2) "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; (3) "EXPENSES" 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 (4) "COVERED ACT" MEANS ANY ACT OR  
OMISSION BY THE  
INDEMNIFICATION 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. (III) 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 REPRESENTATIVE 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 EXPENSES TO AN INDEMNIFIED PERSON PRIOR TO THE FINAL  
DISPOSITION OF ANY ACTION, SUIT OR PROCEEDING, OR ANY APPEAL  
THEREFROM,  
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 (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 AND  
INDEMNIFIED PERSON FROM AND AGAINST ANY LOSS, AND THE LIMITED  
LIABILITY  
COMPANY SHALL NOT REIMBURSE FOR ANY EXPENSES, 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

ITS MEMBERS; (2) ACTS OR OMISSIONS NOT IN GOOD FAITH OR WHICH INVOLVE

INTENTIONAL MISCONDUCT OR KNOWING VIOLATION OF LAW; (3) ACTION

CONTRAVENING

SECTION 16 OF THE ACT; OR (4) A TRANSACTION FROM WHICH THE PERSON

SEEKING

INDEMNIFICATION DERIVED AN IMPROPER PERSONAL BENEFIT.

**ARTICLE VII**

The limited liability company is to be managed by its   X   Members\* or        Managers (check one)

**\* If you checked to be managed by your MEMBERS (*the owners*) DO NOT complete the following section. Only complete the following section if you checked to be managed by MANAGERS (*Individuals hired by the members with no ownership interest*).**

The name and address of each manager:

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 90 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 6 Day of June, 2023 at 2:18:29 PM by the Authorized Person.**

RICHARD E. KUHN III, ESQ

**Address of Authorized Signer:**

1334 FALL RIVER AVE

SUITE 2

SEEKONK, MA 02771

Form No. 400  
Revised 09/07

© 2007 - 2023 State of Rhode Island  
All Rights Reserved