



**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: Double Tap Academy, 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: 243 NORTH MAIN STREET

City or Town: PROVIDENCE

State: RI

Zip: 02903

The name of the resident agent at such address is: JOSHUA LUIS PEREIRA

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

☒ disregarded as an entity separate from its member ☐ a partnership ☐ a corporation

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: 243 NORTH MAIN STREET

City or Town: PROVIDENCE

State: RI

Zip: 02903

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:

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 IS HEREBY ADOPTED.

6.5. THE COMPANY, OR ANY SUBSIDIARY OR AFFILIATED COMPANY THEREOF, SHALL INDEMNIFY AND HOLD HARMLESS EACH PERSON (AND HIS HEIRS, ADMINISTRATORS, AND EXECUTORS) WHO SHALL SERVE AT ANY TIME HEREAFTER AS A MEMBER OR MANAGER OF THE COMPANY OR ANY SUBSIDIARY OR AFFILIATED COMPANY THEREOF FROM AND AGAINST ANY AND ALL CLAIMS AND LIABILITIES TO WHICH SUCH PERSON SHALL BECOME SUBJECT BY REASON OF HIS HAVING HERETOFORE OR HEREAFTER BEEN A MEMBER OR MANAGER OF THE COMPANY OR ANY SUBSIDIARY OR AFFILIATED COMPANY THEREOF, OR BY REASON OF ANY ACTION ALLEGED TO HAVE BEEN HERETOFORE OR HEREAFTER TAKEN OR OMITTED BY HIM AS SUCH MEMBER OR MANAGER AND SHALL INDEMNIFY EACH SUCH PERSON FOR ALL LEGAL AND OTHER EXPENSES REASONABLY INCURRED BY HIM IN CONNECTION WITH ANY SUCH CLAIM OF LIABILITY; PROVIDED, HOWEVER, THAT NO SUCH MEMBER OR MANAGER SHALL BE INDEMNIFIED AGAINST OR REIMBURSED FOR ANY EXPENSE INCURRED IN CONNECTION WITH ANY CLAIM OR CLAIMS MADE AGAINST HIM, HER, OR IT THAT THE COMPANY HAS REASONABLY DETERMINED TO HAVE RESULTED FROM: (A) ANY BREACH OF SAID PERSON'S DUTIES OF LOYALTY OR FIDUCIARY DUTIES TO THE COMPANY OR ITS MEMBERS; (B) ACTS OR OMISSIONS NOT IN GOOD FAITH OR WHICH INVOLVE WILLFUL MISCONDUCT, GROSS NEGLIGENCE, OR KNOWING VIOLATION OF LAW; OR (C) A TRANSACTION OR TRANSACTIONS FROM WHICH THE PERSON SEEKING INDEMNIFICATION DERIVED IMPROPER PERSONAL BENEFIT. THE RIGHTS ACCRUING TO ANY PERSON UNDER THE FOREGOING PROVISIONS OF THIS ARTICLE SHALL NOT EXCLUDE ANY OTHER RIGHT TO WHICH HE OR SHE MAY BE LAWFULLY ENTITLED, NOR SHALL ANYTHING HEREIN CONTAINED RESTRICT THE RIGHT OF THE COMPANY TO INDEMNIFY OR REIMBURSE SUCH PERSON IN ANY PROPER CASE EVEN THOUGH NOT SPECIFICALLY HEREIN PROVIDED FOR. THE COMPANY, ITS MEMBERS AND MANAGERS, SHALL BE FULLY PROTECTED IN

TAKING ANY
ACTION OR MAKING ANY PAYMENT UNDER THIS ARTICLE, OR IN REFUSING SO
TO DO, IN
RELIANCE UPON THE ADVICE OF COUNSEL.

6.6. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THE OPERATING
AGREEMENT OF
THE COMPANY, NO MEMBER SHALL SELL, TRANSFER, ASSIGN, OR OTHERWISE
DISPOSE OF
ALL OR ANY PART OF HIS, HER, OR ITS MEMBERSHIP INTEREST NOW OR
HEREAFTER
OWNED AT ANY TIME TO ANY PERSON WITHOUT THE PRIOR WRITTEN CONSENT
OF A
MAJORITY OF THE MEMBERSHIP INTERESTS THE MEMBERS AND THE COMPANY
UNLESS THE
MEMBER DESIRING TO MAKE SUCH TRANSFER OR OTHER DISPOSITION
(HEREINAFTER
REFERRED TO AS THE "TRANSFEROR") SHALL HAVE FIRST MADE AN OFFER TO
SELL SUCH
MEMBERSHIP INTEREST TO THE OTHER MEMBERS AND, IF APPLICABLE, TO THE
COMPANY
IN THE MANNER HEREINAFTER DESCRIBED.

6.6.1. IF ANY MEMBER SHALL AT ANY TIME DESIRE TO GIVE OR TO SELL ALL OR
ANY
PART OF HIS/HER/ITS MEMBERSHIP INTEREST, HE/SHE/IT SHALL FIRST OFFER THE
SAME
TO THE OTHER MEMBERS AND SHALL NOTIFY THE OTHER MEMBERS IN
WRITING BY
CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTAGE PREPAID, STATING THE
AMOUNT
OF MEMBERSHIP INTEREST INVOLVED IN THE PROPOSED SALE OR TRANSFER,
THE TERMS
OF SALE (OR TRANSFER IN THE CASE OF A GIFT), THE LOWEST PRICE AT WHICH
SUCH
MEMBERSHIP INTERESTS ARE TO BE DISPOSED OF (IN THE CASE OF A SALE), AND
THE
NAME OF THE PERSON OR ENTITY TO WHOM OR TO WHICH THEY ARE TO BE
SOLD OR
TRANSFERRED. WITHIN THIRTY (30) DAYS AFTER THE RECEIPT OF SUCH NOTICE,
THE
OTHER MEMBERS, ON A PRO RATA BASIS ACCORDING TO MEMBERSHIP
INTERESTS OR SUCH
OTHER BASIS AS THE OTHER MEMBERS MAY AGREE IN WRITING, MAY ELECT TO
PURCHASE
ALL, BUT NOT LESS THAN ALL, OF THE MEMBERSHIP INTEREST OWNED BY THE

TRANSFEROR. IF THE OTHER MEMBERS SHALL ELECT TO PURCHASE THE MEMBERSHIP INTERESTS SO OFFERED, THE OTHER MEMBERS SHALL FORTHWITH AND WITHIN SAID THIRTY (30) DAYS DELIVER IN PERSON TO SUCH TRANSFEROR OR MAIL BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTAGE PREPAID, ADDRESSED TO HIM/HER/IT AT HIS/HER/ITS USUAL POST OFFICE ADDRESS AS STATED ON THE BOOKS OF THE COMPANY. A NOTICE IN WRITING SIGNED BY SUCH MEMBER, OF THE ELECTION OF THE MEMBER TO PURCHASE SUCH MEMBERSHIP INTEREST ON SUCH TERMS AND AT SUCH PRICE (IN THE CASE OF A SALE) OR AT A PRICE EQUAL TO THE BOOK VALUE OF SUCH MEMBERSHIP INTEREST AS OF SUCH DATE OF OFFER AS REFLECTED ON THE BOOKS AND RECORDS OF THE COMPANY (IN THE CASE OF A GIFT). THE MEMBER SHALL HAVE AN ADDITIONAL THIRTY (30) DAYS AFTER THE DATE OF SUCH ELECTION TO PURCHASE TO MAKE PAYMENT IN ACCORDANCE WITH THE OPERATING AGREEMENT OF THE COMPANY. THE TRANSFEROR MAY RECEIVE THE PURCHASE PRICE FOR SUCH MEMBERSHIP INTEREST AT THE OFFICE OF THE COMPANY UPON TRANSFER TO THE MEMBER OF THE MEMBERSHIP INTEREST SOLD.

6.6.2. IF SUCH OFFER IS NOT ACCEPTED BY THE OTHER MEMBERS, THE TRANSFEROR SHALL OFFER THE MEMBERSHIP INTEREST TO THE COMPANY AND SHALL NOTIFY THE COMPANY IN WRITING BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTAGE PREPAID, STATING THE AMOUNT OF MEMBERSHIP INTEREST INVOLVED IN THE PROPOSED SALE OR TRANSFER, THE TERMS OF SALE (OR TRANSFER IN THE CASE OF A GIFT), THE LOWEST PRICE AT WHICH SUCH MEMBERSHIP INTERESTS ARE TO BE DISPOSED OF (IN THE CASE OF A SALE), AND THE NAME OF THE PERSON OR ENTITY TO WHOM OR TO WHICH THEY ARE TO BE SOLD OR TRANSFERRED. WITHIN THIRTY (30) DAYS AFTER THE RECEIPT OF SUCH NOTICE, THE COMPANY MAY ELECT TO PURCHASE ALL, BUT NOT LESS

THAN ALL,
OF THE MEMBERSHIP INTEREST OWNED BY THE TRANSFEROR. IF THE COMPANY
SHALL
ELECT TO PURCHASE THE MEMBERSHIP INTERESTS SO OFFERED, THE COMPANY
SHALL
FORTHWITH AND WITHIN SAID THIRTY (30) DAYS DELIVER IN PERSON TO SUCH
TRANSFEROR OR MAIL BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED,
POSTAGE
PREPAID, ADDRESSED TO HIM/HER/IT AT HIS/HER/ITS USUAL POST OFFICE
ADDRESS AS
STATED ON THE BOOKS OF THE COMPANY, A NOTICE IN WRITING SIGNED BY THE
COMPANY, OF THE ELECTION OF THE COMPANY TO PURCHASE SUCH
MEMBERSHIP INTEREST
ON SUCH TERMS AND AT SUCH PRICE (IN THE CASE OF A SALE) OR AT A PRICE
EQUAL
TO THE BOOK VALUE OF SUCH MEMBERSHIP INTEREST AS OF SUCH DATE OF
OFFER AS
REFLECTED ON THE BOOKS AND RECORDS OF THE COMPANY (IN THE CASE OF A
GIFT).
THE COMPANY SHALL HAVE AN ADDITIONAL THIRTY (30) DAYS AFTER THE DATE
OF SUCH
ELECTION TO PURCHASE TO MAKE PAYMENT IN ACCORDANCE WITH THE
OPERATING
AGREEMENT OF THE COMPANY. THE TRANSFEROR MAY RECEIVE THE PURCHASE
PRICE FOR
SUCH MEMBERSHIP INTEREST AT THE OFFICE OF THE COMPANY UPON
TRANSFER TO THE
COMPANY OF THE MEMBERSHIP INTEREST SOLD.

6.6.3. IF THE OFFER TO SELL IS NOT ACCEPTED BY THE OTHER MEMBERS OR BY
THE
COMPANY, THE TRANSFEROR MAY MAKE A BONA FIDE TRANSFER TO THE
PROSPECTIVE
TRANSFeree NAMED IN THE STATEMENT ATTACHED TO THE OFFER. THE
TRANSFER TO THE
PROSPECTIVE TRANSFeree SHALL BE MADE ONLY IN STRICT ACCORDANCE
WITH THE TERMS
THEREIN STATED. HOWEVER, IF THE TRANSFEROR SHALL FAIL TO MAKE SUCH
TRANSFER
WITHIN THIRTY (30) DAYS FOLLOWING THE EXPIRATION OF THE APPLICABLE
TIME
PERIOD FOR THE COMPANY TO ACCEPT AN OFFER TO SELL, SUCH MEMBERSHIP
INTEREST
SHALL AGAIN BECOME SUBJECT TO ALL THESE RESTRICTIONS.
NOTWITHSTANDING THE
FOREGOING, NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS

RELEASING ANY
MEMBERSHIP INTEREST FROM ANY APPLICABLE STATE OR FEDERAL LAWS OR
REGULATIONS
CONCERNING TRANSFER OF THE SAME. THE MEMBERSHIP INTEREST
TRANSFERRED IN
ACCORDANCE WITH THE OPERATING AGREEMENT SHALL, TO THE EXTENT
PERMITTED BY
LAW, CONTINUE TO BE SUBJECT TO THE TERMS HEREOF AND THE TRANSFEREE
SHALL BE
DEEMED A PARTY HERETO. UPON DELIVERY OF SUCH MEMBERSHIP INTEREST,
SUCH
TRANSFEREE SHALL BE BOUND HEREBY AND SHALL, ON REQUEST OF THE
COMPANY,
EXECUTE SUCH ACKNOWLEDGMENT OR OTHER DOCUMENTATION AS THE
COMPANY MAY
REQUEST.

6.6.4. IF ANY TRANSFER OF MEMBERSHIP INTEREST IS MADE OR ATTEMPTED
CONTRARY
TO THE PROVISIONS OF THE OPERATING AGREEMENT, THE OTHER MEMBERS
AND THE
COMPANY SHALL HAVE THE SAME OPTIONS TO PURCHASE ALL OF THE
MEMBERSHIP
INTEREST SO TRANSFERRED OR ATTEMPTED TO BE TRANSFERRED UNDER THE
SAME TERMS
AND CONDITIONS PROVIDED IN THE OPERATING AGREEMENT. ANY SUCH OFFER
TO SELL OR
OTHERWISE TRANSFER SHALL BE DEEMED TO HAVE BEEN MADE WHEN ALL OF
THE OTHER
MEMBERS AND THE COMPANY RECEIVE ACTUAL NOTICE OF THE TRANSFER OR
ATTEMPTED
TRANSFER. IF THE OTHER MEMBERS AND THE COMPANY DO NOT EXERCISE
THEIR
RESPECTIVE OPTIONS REGARDING SUCH MEMBERSHIP INTEREST, NEITHER THE
MEMBER WHO
TRANSFERRED OR ATTEMPTED TO TRANSFER SUCH MEMBERSHIP INTEREST,
NOR THE
TRANSFEREE OR INTENDED TRANSFEREE, SHALL BE REQUIRED TO TRANSFER
ANY OF SUCH
MEMBERSHIP INTEREST TO THE OTHER MEMBERS OR TO THE COMPANY;
PROVIDED:
HOWEVER, THAT THE COMPANY MAY REFUSE TO RECOGNIZE ANY TRANSFEREE
AS ONE OF
ITS MEMBERS FOR ANY PURPOSE, INCLUDING WITHOUT LIMITATION FOR
PURPOSES OF
DISTRIBUTIONS AND VOTING RIGHTS, AND FOR PURPOSES OF ALLOCATION OF

INCOME,
LOSSES, AND BUSINESS EXPENSES, UNTIL ALL APPLICABLE PROVISIONS OF THE
OPERATING AGREEMENT HAVE BEEN COMPLIED WITH TO THE SATISFACTION OF
THE
COMPANY.

ARTICLE VII

The limited liability company is to be managed by its Members* or X 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 <small>First, Middle, Last, Suffix</small>	Address <small>Address, City or Town, State, Zip Code, Country</small>
MANAGER	JOSHUA LUIS PEREIRA	243 NORTH MAIN STREET PROVIDENCE, RI 02903 USA

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 12 Day of September, 2023 at 6:33:48 PM by the Authorized Person.

JOSHUA LUIS PEREIRA

Address of Authorized Signer:
243 NORTH MAIN STREET
PROVIDENCE, RI 02903



State of Rhode Island

Department of State | Office of the Secretary of State

Gregg M. Amore, *Secretary of State*

I, GREGG M. AMORE, 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 12, 2023 06:31 PM

A handwritten signature in black ink, reading "Gregg M. Amore". The signature is fluid and cursive, with the first letters of each word being capitalized.

Gregg M. Amore
Secretary of State

