



**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: D's Spot 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: 447 MINERAL SPRING AVENUE

City or Town: PAWTUCKET

State: RI

Zip: 02860

The name of the resident agent at such address is: DARELL DOUGLAS

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: 447 MINERAL SPRING AVENUE

City or Town: PAWTUCKET

State: RI Zip: 02860 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:

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.

MEMBERS:

DARELL DOUGLAS

GIOVANNA RODRIGUEZ

SIXTH: ADDITIONAL PROVISIONS NOT INCONSISTENT WITH LAW SET FORTH IN
THESE

ARTICLES OF ORGANIZATION:

I. A MANAGER OF THE LIMITED LIABILITY COMPANY SHALL NOT BE
PERSONALLY

LIABLE TO THE LIMITED LIABILITY COMPANY OR ITS MEMBERS FOR MONETARY
DAMAGES

FOR BREACH OF ANY DUTY PROVIDED FOR IN SECTION 17 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 THE LAW, (III) LIABILITY IMPOSED PURSUANT TO THE
PROVISIONS OF SECTION 32 OF THE VIOLATION OF THE ACT, OR (IV) LIABILITY
FOR

AN 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 TO THE EXTENT PERMITTED BY THE ACT.
B. IN ADDITION TO THE AUTHORITY CONFERRED UPON 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 SIXTH 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 SIXTH II (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 MANAGERS;

2) "LOSS" MEANS ANY AMOUNT WHICH AN INDEMNIFIED PERSON IS LEGALLY
OBLIGATED TO PAY FOR A 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 JUDGEMENT; AND

4) "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 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 OR 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 EXPENSE 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 AN INDEMNIFIED PERSON FROM AND AGAINST ANY LOSS,
AND THE

LIMITED LIABILITY COMPANY SHALL NOT REIMBURSE FOR AN EXPENSES, IN
CONNECTION WITH AN 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 OMISSIONS NOT IN GOOD FAITH OR
WHICH

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

CONTRAVENING SECTION 17 OF THE ACT; OR (4) A TRANSACTION FROM WHICH
THE

PERSON SEEKING INDEMNIFICATION DERIVED AN IMPROPER PERSONAL
BENEFIT.

III.

A. IF AND SO LONG AS THE LLC IS MEMBER-MANAGED AND 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.

B. IF AND SO LONG AS THE LLC IS MANAGER-MANAGED BY MORE THAN ONE
MANAGER, NO SINGLE MEMBER ACTING ALONE SHALL HAVE THE POWER TO
BIND THE LLC

TO ANY CONTRACT WITH A THIRD PARTY UNLESS SUCH CONTRACTING HAS
BEEN

SPECIFICALLY OR GENERALLY APPROVED BY THE MANAGERS ACTING
COLLECTIVELY.

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.**

The name and address of each manager:

Title	Individual Name First, Middle, Last, Suffix	Address 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:

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 10 Day of July, 2024 at 5:09:51 PM by the Authorized Person.

DARELL DOUGLAS

Address of Authorized Signer:

447 MINERAL SPRING AVENUE

PAWTUCKET, RI 02860

Form No. 400
Revised 09/07

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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:

July 10, 2024 05:03 PM

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

Gregg M. Amore
Secretary of State

