



State of Rhode Island
Department of State - Business Services Division

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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:

1. The name of the limited liability company is:		
DNL Enterprises LLC		
2. The name and address of the initial resident agent/office in Rhode Island is:		
Agent Name Matthew Mazarella		
Street Address (NOT a P.O. Box) 72 11th Street #3		
City/Town Providence	State RHODE ISLAND	Zip Code 02906
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):		
<input type="checkbox"/> a disregarded as an entity separate from its member (single member LLC) <input type="checkbox"/> a partnership <input checked="" type="checkbox"/> a corporation		
4. The address of the principal office of the limited liability company, if it is determined at the time of organization:		
Street Address 500 Angell St		
City/Town Providence	State Rhode Island	Zip Code 02906
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 <u>RIGL 7-16</u> , unless a more limited purpose or duration is set forth in Section 6 of these Articles of Organization.		

FILED
 STA 10:35
JUL 26 2024
 BY WS6NL6

MAIL TO:
 Division of Business Services
 148 W. River Street, Providence, Rhode Island 02904-2615
 Phone: (401) 222-3040
 Website: www.sos.ri.gov

6. Additional provisions, if any, not inconsistent 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 attachment A

Check this box to indicate attachment

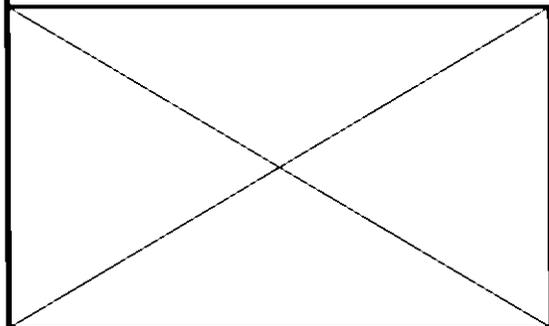
7. The Limited Liability Company is to be managed by its:

You **MUST** check one box:

Members (Owners)
DO NOT complete the chart below.

OR

Manager(s). Complete the chart below.

	MANAGER(S) NAME	ADDRESS

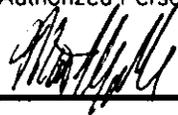
Check this box to indicate attachment

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 Matthew Mazzarella	Address 72 11th Street #3		
City/Town Providence	State Rhode Island	Zip Code 02906	
Signature of Authorized Person 		Date 7-26-2024	

If you have any questions, please call us at (401) 222-3040, Monday through Friday, between 8:30 a.m. and 4:30 p.m., or email corporations@sos.ri.gov.

ARTICLES OF ORGANIZATION: DNL Enterprises LLC

Attachment A

Section 6 – Continued

Members: Jessica Neubauer
Matthew Mazarella

Purpose:

The Limited Liability Company has the purpose of entering into a franchise agreement and conduct business exclusively with Spice Merchants Entities Corp.

Additionally, 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.

Additionally:

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.



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 26, 2024 10:35 AM

A handwritten signature in black ink that reads "Gregg M. Amore".

Gregg M. Amore
Secretary of State

