



**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: R&R REI Investments 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: 1627 CRANSTON STREET

City or Town: CRANSTON

State: RI

Zip: 02920

The name of the resident agent at such address is:

ELIJAH RILEY

**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: 1627 CRANSTON STREET

City or Town: CRANSTON

State: RI

Zip: 02920

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:

1. MANAGEMENT AND DECISION-MAKING AUTHORITY: THE LLC SHALL BE MANAGED JOINTLY BY ITS MEMBERS, ELIJAH RILEY AND DEVIN RIVET, UNLESS OTHERWISE AGREED IN WRITING. DECISIONS REGARDING DAY-TO-DAY OPERATIONS CAN BE MADE INDEPENDENTLY BY EITHER MEMBER. HOWEVER, SIGNIFICANT DECISIONS—INCLUDING PROPERTY ACQUISITIONS, CAPITAL EXPENDITURES, ENTERING LOANS, AND ENGAGING IN LITIGATION—SHALL REQUIRE UNANIMOUS CONSENT.

2. PROFIT AND LOSS DISTRIBUTION: PROFITS AND LOSSES SHALL BE ALLOCATED EQUALLY BETWEEN ELIJAH RILEY AND DEVIN RIVET, UNLESS A DIFFERENT RATIO IS ESTABLISHED IN WRITING AND AGREED UPON UNANIMOUSLY. DISTRIBUTIONS OF PROFITS WILL BE MADE AFTER EACH DEAL HAS BEEN CLOSED OUT, PROVIDED THEY DO NOT JEOPARDIZE THE COMPANY'S FINANCIAL STABILITY.

-IF A BUYER AND SELLER ARE CONNECTED BY THE EFFORTS OF ONE MEMBER (EITHER ELIJAH RILEY OR DEVIN RIVET), AND THE TRANSACTION INVOLVES ANY TYPE OF PROPERTY—INCLUDING BUT NOT LIMITED TO VACANT LAND, VACANT LOTS, FIX-AND-FLIP PROPERTIES, MULTIFAMILY, OR COMMERCIAL PROPERTIES—THE MEMBER WHO ESTABLISHED THE CONNECTION SHALL BE ENTITLED TO ALL PROFITS GENERATED BY THE TRANSACTION. THIS ALLOCATION RECOGNIZES THE EFFORTS AND RESOURCES USED TO SECURE THE LEAD.

TO ENSURE FAIRNESS:

RIGHT OF FIRST REFUSAL: BEFORE SEEKING AN EXTERNAL BUYER, EACH MEMBER SHALL FIRST

OFFER THE OTHER MEMBER AN EXCLUSIVE OPPORTUNITY TO PROCURE A BUYER FOR THE PROPERTY LEAD. THIS INTERNAL PRIORITY SUPERSEDES ALL OTHER PROVISIONS, ENSURING EQUAL ACCESS TO SALES OPPORTUNITIES WITHIN R&R REI INVESTMENTS LLC. DOCUMENTATION: FOR ANY LEAD CONNECTED TO A TRANSACTION, THE MEMBER RESPONSIBLE SHALL DOCUMENT THE CONNECTION AND PRESENT IT TO THE OTHER MEMBER, ENSURING TRANSPARENCY.

3. CAPITAL CONTRIBUTIONS AND ADDITIONAL FUNDING: INITIAL CAPITAL CONTRIBUTIONS HAVE BEEN PROVIDED BY ELIJAH RILEY AND DEVIN RIVET EQUALLY. ANY ADDITIONAL CAPITAL REQUIREMENTS SHALL BE DISCUSSED AND, IF AGREED UPON, CONTRIBUTED EQUALLY. IF ONE MEMBER CANNOT CONTRIBUTE ADDITIONAL FUNDS, THE OTHER MAY DO SO. IN SUCH CASES, THEIR OWNERSHIP PERCENTAGE WILL ADJUST PROPORTIONATELY TO REFLECT THE ADDITIONAL CONTRIBUTION.

4. ROLES AND RESPONSIBILITIES: ELIJAH RILEY AND DEVIN RIVET AGREE TO DIVIDE DUTIES WITHIN THE COMPANY AS FOLLOWS:

BOTH MEMBERS OF R&R REI INVESTMENTS LLC. SHALL BOTH EQUALLY TAKE ON ANY SPECIFIC TASK, SITUATION, DEAL, AND DUTIES. IF A MEMBER DOES NOT FEEL COMFORTABLE TO TAKE ON ANY SPECIFIC TASK, SITUATION, DEAL, OR DUTIES THEY MUST DISCUSS WITH OTHER MEMBER THAT THEY WANT THEM TO HANDLE IT SPECIFICALLY, AND IT MUST BE AGREED UPON UNANIMOUSLY IN ANY WRITTEN FORM.  
TRANSFERS OF INTEREST AND RIGHT OF FIRST REFUSAL: ANY MEMBER WHO WISHES TO SELL OR TRANSFER THEIR

OWNERSHIP INTEREST MUST FIRST OFFER IT TO THE OTHER MEMBER. THE REMAINING MEMBER HAS 30 DAYS TO ACCEPT OR DECLINE THE OFFER. TRANSFER OF INTEREST TO EXTERNAL PARTIES REQUIRES THE UNANIMOUS CONSENT OF BOTH MEMBERS.

5. WITHDRAWAL AND CONTINUITY OF MEMBERSHIP: IN THE EVENT THAT EITHER ELIJAH RILEY OR DEVIN RIVET WITHDRAWS FROM THE LLC, THE REMAINING MEMBER HAS THE OPTION TO PURCHASE THE DEPARTING MEMBER'S INTEREST AT A FAIR MARKET VALUE, DETERMINED BY AN INDEPENDENT APPRAISAL IF NEEDED. IF BOTH MEMBERS MUTUALLY DECIDE TO DISSOLVE THE LLC, ASSETS WILL BE LIQUIDATED AND LIABILITIES PAID BEFORE DISTRIBUTING REMAINING FUNDS EQUALLY.

6. DISPUTE RESOLUTION: ANY DISPUTES BETWEEN MEMBERS THAT CANNOT BE RESOLVED AMICABLY WILL FIRST BE ADDRESSED THROUGH MEDIATION. IF MEDIATION FAILS, DISPUTES MAY PROCEED TO ARBITRATION IN RHODE ISLAND.

7. CONFIDENTIALITY AND NON-COMPETE: BOTH MEMBERS AGREE NOT TO DISCLOSE SENSITIVE BUSINESS INFORMATION TO EXTERNAL PARTIES OR ENGAGE IN ACTIVITIES THAT DIRECTLY COMPETE WITH R&R REI INVESTMENTS LLC WITHIN THE STATE OF RHODE ISLAND FOR A PERIOD OF TWO YEARS FOLLOWING DEPARTURE FROM THE LLC.

8. DISSOLUTION CONDITIONS: THE LLC MAY BE DISSOLVED UPON MUTUAL CONSENT OR IN THE EVENT THAT CONTINUING OPERATIONS BECOMES IMPRACTICAL. UPON DISSOLUTION, ASSETS WILL BE LIQUIDATED, AND FUNDS DISTRIBUTED AFTER ALL LIABILITIES HAVE BEEN SETTLED.

**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:

<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:

*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 13 Day of November, 2024 at 2:28:51 PM by the Authorized Person.**

**ELIJAH RILEY & DEVIN RIVET**

**Address of Authorized Signer:**

**1627 CRANSTON STREET, CRANSTON, RI 02920 & 258 WOODARD AVENUE, EAST PROVIDENCE 02914**

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:

November 13, 2024 02:28 PM

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

Gregg M. Amore  
*Secretary of State*

