



State of Rhode Island and Providence Plantations
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: WREI, 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: ONE RICHMOND SQUARE
SUITE 228W

City or Town: PROVIDENCE

State: RI

Zip: 02906

The name of the resident agent at such address is: HENRY R. KATES

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:

City or Town:

State:

Zip:

Country:

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:

I. COVERED PERSONS

THE TERM "COVERED PERSONS" MEANS EACH MEMBER, ANY AFFILIATE OF EACH MEMBER (AS THE TERM "AFFILIATE" IS DEFINED IN THE OPERATING AGREEMENT

OF THE COMPANY), AND ANY MANAGER, OFFICER, EMPLOYEE OR EXPRESSLY AUTHORIZED AGENT OF THE COMPANY OR ITS AFFILIATES.

(A) NO COVERED PERSON SHALL BE LIABLE TO THE COMPANY OR ANY OTHER COVERED PERSON FOR ANY LOSS, DAMAGE, OR CLAIM INCURRED BY REASON OF ANY ACT OR OMISSION PERFORMED OR OMITTED BY SUCH COVERED PERSON IN GOOD FAITH ON BEHALF OF THE COMPANY AND IN A MANNER REASONABLY BELIEVED TO WITHIN THE SCOPE OF AUTHORITY CONFERRED ON SUCH COVERED PERSON BY THE OPERATING AGREEMENT, EXCEPT THAT A COVERED PERSON SHALL BE LIABLE FOR ANY SUCH LOSS, DAMAGE OR CLAIM INCURRED BY REASON OF SUCH COVERED PERSON'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

(B) A COVERED PERSON SHALL BE FULLY PROTECTED IN RELYING IN GOOD FAITH UPON THE RECORDS OF THE COMPANY AND UPON SUCH INFORMATION, OPINIONS, REPORTS OR STATEMENTS PRESENTED TO THE COMPANY BY ANY OF ITS OTHER MEMBERS, OFFICERS, EMPLOYEES OR COMMITTEES OF THE COMPANY, OR BY ANY OTHER PERSON, AS TO MATTERS SUCH PERSON REASONABLY BELIEVES ARE WITHIN SUCH OTHER PERSON'S PROFESSIONAL OR EXPERT COMPETENCE AND WHO HAS BEEN SELECTED WITH REASONABLE CARE BY OR ON BEHALF OF THE COMPANY, INCLUDING INFORMATION, OPINIONS, REPORTS OR STATEMENTS AS TO THE VALUE AND AMOUNT OF THE ASSETS, LIABILITIES, PROFITS OR LOSSES OF THE COMPANY OR ANY OTHER FACTS PERTINENT TO THE EXISTENCE AND AMOUNT OF ASSETS FROM WHICH DISTRIBUTIONS TO MEMBERS MIGHT BE PAID.

II. DUTIES AND LIABILITIES OF COVERED PERSONS

(A) UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, (I) WHENEVER A CONFLICT OF INTEREST EXISTS OR ARISES BETWEEN COVERED PERSONS, OR (II) WHENEVER THESE ARTICLES OR ANY OPERATING AGREEMENT OR OTHER AGREEMENT CONTEMPLATED HEREIN OR THEREIN PROVIDES THAT A COVERED PERSON SHALL ACT IN A MANNER THAT IS, OR PROVIDES TERMS THAT ARE, FAIR AND REASONABLE TO THE COMPANY OR THE MEMBERS, THE COVERED PERSON SHALL RESOLVE SUCH CONFLICT OF INTEREST, TAKING SUCH ACTION OR PROVIDING SUCH

TERMS, CONSIDERING IN EACH CASE THE RELATIVE INTEREST OF EACH PARTY (INCLUDING ITS OWN INTEREST) TO SUCH CONFLICT, AGREEMENT, TRANSACTION OR SITUATION AND THE BENEFITS AND BURDENS RELATING TO SUCH INTERESTS, ANY CUSTOMARY OR ACCEPTED INDUSTRY PRACTICES, AND ANY APPLICABLE GENERALLY ACCEPTED ACCOUNTING PRACTICES OR PRINCIPLES. IN THE ABSENCE OF BAD FAITH BY THE COVERED PERSON, THE RESOLUTION, ACTION OR TERM SO MADE, TAKEN OR PROVIDED BY THE COVERED PERSON SHALL NOT VIOLATE THE PROVISIONS OF THESE ARTICLES, OR CONSTITUTE A BREACH OF THE OPERATING AGREEMENT OR ANY OTHER AGREEMENT CONTEMPLATED HEREIN OR OF ANY DUTY OR OBLIGATION OF THE COVERED PERSON AT LAW OR IN EQUITY OR OTHERWISE.

(B) WHENEVER A COVERED PERSON IS PERMITTED OR REQUIRED TO MAKE A DECISION (I) IN ITS "DISCRETION" OR UNDER A GRANT OF SIMILAR AUTHORITY OR

LATITUDE, THE COVERED PERSON SHALL BE ENTITLED TO CONSIDER ONLY SUCH INTERESTS AND FACTORS AS IT DESIRES (INCLUDING ITS OWN INTERESTS), AND SHALL HAVE NO DUTY OR OBLIGATION TO GIVE ANY CONSIDERATION TO ANY INTEREST OF OR FACTORS AFFECTING THE COMPANY OR ANY OTHER PERSON, OR (II) IN ITS "GOOD FAITH" OR UNDER ANOTHER EXPRESS STANDARD, THE COVERED PERSON SHALL ACT UNDER SUCH EXPRESS STANDARD AND SHALL NOT BE SUBJECT TO ANY OTHER OR DIFFERENT STANDARD IMPOSED BY OTHER APPLICABLE LAW.

III. INDEMNIFICATION

TO THE FULLEST EXTENT PERMITTED BY THE ACT AND ANY OTHER APPLICABLE LAW, A COVERED PERSON SHALL BE ENTITLED TO INDEMNIFICATION FROM THE

COMPANY FOR ANY LOSS, DAMAGE OR CLAIM INCURRED BY SUCH COVERED PERSON BY REASON OF ANY ACT OR OMISSION PERFORMED OR OMITTED BY SUCH COVERED PERSON IN GOOD FAITH ON BEHALF OF THE COMPANY AND IN A MANNER REASONABLY BELIEVED TO BE WITHIN THE SCOPE OF AUTHORITY CONFERRED ON SUCH COVERED PERSON EXCEPT THAT NO COVERED PERSON SHALL BE ENTITLED TO BE INDEMNIFIED IN RESPECT OF ANY LOSS, DAMAGES OR CLAIM INCURRED BY SUCH COVERED PERSON BY REASON OF SUCH COVERED PERSON'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT WITH RESPECT TO SUCH ACTS OR OMISSIONS; PROVIDED, HOWEVER, THAT ANY INDEMNITY HEREUNDER SHALL BE PROVIDED OUT OF AND TO THE EXTENT OF COMPANY ASSETS ONLY, AND NO COVERED PERSON SHALL HAVE ANY PERSONAL LIABILITY ON ACCOUNT THEREOF.

IV. EXPENSES

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES) INCURRED BY A COVERED PERSON IN DEFENDING ANY CLAIM, DEMAND, ACTION, SUIT OR PROCEEDING MAY BE ADVANCED, FROM TIME TO TIME, BY THE COMPANY PRIOR TO THE FINAL DISPOSITION OF SUCH, CLAIM, DEMAND, ACTION, SUIT OR PROCEEDING UPON RECEIPT BY THE COMPANY OF AN UNDERTAKING BY OR ON BEHALF OF THE COVERED PERSON TO REPAY SUCH AMOUNT IN THE EVENT THAT THE MEMBERS, IN THEIR SOLE DISCRETION, DETERMINE THAT THE COVERED PERSON IS NOT ENTITLED TO BE INDEMNIFIED UNDER THE PROVISIONS OF THESE ARTICLES AND THE OPERATING AGREEMENT.

V. INSURANCE

THE COMPANY MAY PURCHASE AND MAINTAIN INSURANCE, TO THE EXTENT AND IN SUCH AMOUNTS AS THE MEMBERS, IN THEIR SOLE DISCRETION, SHALL DEEM REASONABLE, ON BEHALF OF COVERED PERSONS AND SUCH OTHER PERSONS AS THE MEMBERS SHALL DETERMINE, AGAINST ANY LIABILITY THAT MAY BE ASSERTED AGAINST OR EXPENSES THAT MAY BE INCURRED BY ANY SUCH PERSON IN CONNECTION WITH THE ACTIVITIES OF THE COMPANY OR SUCH INDEMNITIES, REGARDLESS OF WHETHER THE COMPANY WOULD HAVE THE POWER TO INDEMNIFY SUCH PERSON AGAINST SUCH LIABILITY. THE COMPANY MAY ENTER INTO INDEMNITY CONTRACTS WITH ANY COVERED PERSON AND ADOPT WRITTEN PROCEDURES PURSUANT TO WHICH ARRANGEMENTS ARE MADE FOR THE ADVANCEMENT OF EXPENSES AND THE FUNDING OF OBLIGATIONS AND CONTAINING SUCH OTHER PROCEDURES REGARDING INDEMNIFICATION AS ARE APPROPRIATE.

ARTICLE VII

The limited liability company is to be managed by its X Members or ___ Managers (check one)
(If managed by Members, go to ARTICLE VIII)

The name and address of each manager (If LLC is managed by Members, DO NOT complete this section):

Title	Individual Name	Address
	First, Middle, Last, Suffix	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 30 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 3 Day of October, 2017 at 8:44:36 AM by the Authorized Person.

HENRY R. KATES

Address of Authorized Signer:

HENRY R. KATES, ESQ.

H. KATES, LLC

ONE RICHMOND SQUARE

SUITE 228W

PROVIDENCE, RI 02906

Form No. 400
Revised 09/07

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