



**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: Williams 166, 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: 15 COWESETT ROAD

City or Town: WARWICK

State: RI

Zip: 02886

The name of the resident agent at such address is: CHRISTOPHER L FRANKLIN

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: 200 BRIARCLIFF AVENUE

City or Town: WARWICK

State: RI

Zip: 02889

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. ADDITIONAL PROVISIONS WHICH THE MEMBERS ELECT TO HAVE SET FORTH IN THESE ARTICLES OF ORGANIZATION:

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 AND MANAGERS 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 HEREFTER OWNED AT ANY TIME TO ANY PERSON WITHOUT
THE PRIOR
WRITTEN CONSENT OF ALL OF 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 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 (Individuals hired by the members with no ownership interest).**

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 22 Day of June, 2023 at 10:59:26 AM by the Authorized Person.

SAMUEL PAYETTE

Address of Authorized Signer:

200 BRIARCLIFF AVENUE

WARWICK, RI 02889

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:

June 22, 2023 10:58 AM

A handwritten signature in black ink, reading "Gregg M. Amore". The signature is written in a cursive style.

Gregg M. Amore
Secretary of State

