



State of Rhode Island and Providence Plantations  
Department of State - Business Services Division  
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SECRETARY OF STATE  
CORPORATIONS DIV  
2016 FEB - 1 PM 12:15

**Articles of Organization**  
**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:		
Dow Anesthesia, LLC		
2. The name and address of the limited liability company's resident agent in Rhode Island is:		
Name Chip Muller, Esq.		
Street Address (NOT a P.O. Box) 155 S. Main Street, Suite 101		
City/Town Providence	State RHODE ISLAND	Zip Code 02903
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 partnership or <input type="checkbox"/> a corporation or <input checked="" type="checkbox"/> disregarded as an entity separate from its member		
4. The address of the principal office of the limited liability company if it is determined at the time of organization:		
Street Address 145 Oak Hill Avenue		
City/Town Pawtucket	State RI	Zip Code 02860
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 RIGL 7-16, unless a more limited purpose or duration is set forth in Section 6 of these Articles of Organization.		

12:15 pm  
**FILED**  
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By 266648  
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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 Exhibit A

Check this box to indicate attachment ☒

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

You MUST check one box:

☒ Its member(s) (If you have checked this box, skip to Section 8. Do not fill out the chart below.)

☐ One (1) or more manager(s) (If the limited liability company has manager(s) at the time of the filing of these Articles of Organization, state the name and address of each manager below.)


MANAGER	BUSINESS ADDRESS

8. Date when these Articles of Organization will be effective: **CHECK ONLY ONE BOX**

☒ Date received (Upon filing)

☐ Later effective date (Date must be no more than 30 days from the day 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		Address	
Chip Muller, Esq.		155 S. Main Street, Suite 101	
City/Town	State	Zip Code	
Providence	RI	02903	
Signature of Authorized Person			Date
			1/29/16

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](mailto:corporations@sos.ri.gov).

## **EXHIBIT A**

### **DOW ANESTHESIA, LLC** **ARTICLES OF ORGANIZATION**

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 (LLC) or to 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 ("Act"), except for (i) liability for breach of the manager(s) duty of loyalty to the LLC or its members, (ii) liability for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) liability imposed pursuant to the provisions of Section 32 of the Act, or (iv) liability for any transaction from which the manager(s) derived an improper personal benefit, unless said transaction was with the informed consent of the members.

II. If and so long as the LLC is member-managed, no single member acting alone shall have the power or authority to bind the LLC to any contract of an annual value of \$5,000 or more with a third party unless such contract has been specifically or generally approved in writing by a majority of the members.

III. The member(s) of the LLC may include provisions in the LLC's operating agreement, or the manager(s) may authorize agreements to be entered into with each member, manager, agent or employee, past or present, of the LLC (an "Indemnified Person"), for the purpose of indemnifying an Indemnified Person in the manner and to the extent permitted by the Act.

IV. 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 any expenses, in connection with any 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 of its members; (2) acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law; (3) action contravening Section 17 of the Act; or (4) a transaction from which the person seeking indemnification derived an improper personal benefit.

V. This is a single-member LLC.