



**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: Primary Walk-In Medical Urgent Care, 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: 350 SOUTH MAIN STREET
City or Town: PROVIDENCE State: RI Zip: 02903

The name of the resident agent at such address is: DAVID TAPALIAN

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: 684 WARREN AVENUE
City or Town: EAST PROVIDENCE State: RI Zip: 02914 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:

SHALL BE LIMITED TO THE PRACTICE OF MEDICINE AND ANY AND ALL PRODUCTS
AND
SERVICES RELATED THERETO AND OR USEFUL IN CONNECTION THEREWITH.

ADDITIONAL PROVISIONS NOT INCONSISTENT WITH THE LAW SET FORTH IN THESE ARTICLES OF ORGANIZATION:

1. A MANAGER OR MANAGING MEMBER OF THE LIMITED LIABILITY COMPANY SHALL

NOT BE PERSONALLY LIABLE TO THE LIMITED LIABILITY COMPANY 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. (THE ACT), EXCEPT FOR(I) LIABILITY FOR BREACH OF THE MANAGERS 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 LAW,(III) LIABILITY IMPOSED PURSUANT TO THE PROVISIONS OF SECTION 32 OF THE ACT, OR (IV) LIABILITY FOR ANY TRANSACTION FROM WHICH THE MANAGER DERIVED AND IN PROPER PERSONAL BENEFIT, UNLESS SAID TRANSACTION WAS WITH THE INFORMED

CONSENT OF THE MEMBERS OR A MAJORITY OF THE DISINTERESTED MANAGERS.

2. (A) THE MEMBERS OF THE LIMITED LIABILITY COMPANY MAY INCLUDE PROVISIONS IN THE LIMITED LIABILITY COMPANIES OPERATING AGREEMENT, OR THE

MANAGER OR MANAGING MEMBER MAY AUTHORIZE AGREEMENTS TO BE ENTERED INTO

WITH EACH MEMBER, MANAGER, AGENT OR EMPLOYEES, PAST OR PRESENT, OF THE LIMITED LIABILITY COMPANY, FOR THE PURPOSE OF INDEMNIFYING AND INDEMNIFIED PERSON IN THE MANNER AND TO THE EXTENT PERMITTED BY THE ACT.

(B) IN ADDITION TO THE AUTHORITY CONFERRED UPON THE 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 PERSONS

IN THE MANNER AND TO THE EXTENT PROVIDED HEREIN:

(1) THE OPERATING AGREEMENT PROVISIONS OR AGREEMENTS AUTHORIZE HEREBY MAY

PROVIDE THAT THE LIMITED LIABILITY COMPANY SHALL, SUBJECT TO THE PROVISIONS OF THIS ARTICLE 6 TO BE, 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.2 FOR THE PURPOSE OF THIS ARTICLE 6TH WHEN USED HEREIN

MANAGERS MEANS ANY AND ALL OF THE MANAGERS IN MANAGING MEMBERS OF THE

LIMITED LIABILITY COMPANY OR THOSE ONE OR MORE MEMBERS OR OTHER PERSONS

WERE EXERCISING ANY POWER NORMALLY VESTED IN THE MANAGERS. LOSS MEANS

ANY AMOUNT THAT AN INDEMNIFIED PERSON IS LEGALLY OBLIGATED TO PAY FOR ANY

CLAIM FOR COVERT ACTION SHALL INCLUDE WITHOUT BEING LIMITED TO, DAMAGES,

SETTLEMENTS, FINES, PENALTIES OR WITH RESPECT TO EMPLOYEE BENEFIT PLANS, EXCISE TAXE.; EXPENSES MEANS ANY EXPENSES INCURRED IN CONNECTION WITH THE DEFENSE AGAINST ANY CLAIM FOR COVERT ACTS, INCLUDING, WITHOUT BEING

LIMITED TO LEGAL, ACCOUNTING OR INVESTIGATIVE FEES AND EXPENSES OR BONDS

NECESSARY TO PURSUE AN APPEAL OF AN ADVERSE JUDGMENT AND THE INDEMNIFIED

PERSONS OFFICIAL CAPACITY WITH THE LIMITED LIABILITY COMPANY AND WHILE SERVING AS SUCH ALL WHILE SERVING AT 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, OR OTHER ENTITY OR ENTERPRISE INCLUDING BUT NOT LIMITED TO ANY ENTITIES AND ENTERPRISES WHICH ARE SUBSIDIARIES OR AFFILIATES OF THE LIMITED LIABILITY COMPANY OR EMPLOYEE BENEFIT PLAN. THE OPERATING AGREEMENT PROVISIONS OR AGREEMENTS AUTHORIZED HEREBY MAY

COVER LOSS OR EXPENSES ARISING FROM ANY CLAIMS MADE AGAINST A RETIRED INDEMNIFIED PERSON, THE ESTATE, EARS 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 IN INDEMNIFIED PERSON AT THE TIME OF THE COVERED

ACT UPON WHICH SUCH CLAIMS ARE BASED OCCURRED. ANY OPERATING AGREEMENT

PROVISION 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 IN BASED ON THE ELECTED COMMISSION BY SUCH INDEMNIFIED

PERSON OF A COVERED ACT, SUBJECT TO AN UNDERTAKING BUYER OF ON BEHALF OF

SUCH INDEMNIFIED PERSON TO REPAY THE SAME TO THE LIMITED LIABILITY COMPANY FOR COVERED ACT INVOLVES A CLAIM FOR WHICH INDEMNIFICATION IS NOT

PERMITTED UNDER CLAUSE 5 BELOW IN THE FINAL DISPOSITION OF SUCH ACTION, SUIT, PROCEEDING OR APPEAL RESULTS IN AN ADJUDICATION ADVERSE TO SUCH INDEMNIFIED PERSON. THE OPERATING AGREEMENT PROVISIONS OR AGREEMENTS AUTHORIZED HEREBY MAY NOT INDEMNIFY IN INDEMNIFIED PERSON FROM AND AGAINST ANY LOSS IN 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, ANY BREACH OF THE INDEMNIFIED PERSON'S DUTY OF LOYALTY TO THE LIMITED LIABILITY COMPANY OR ITS MEMBERS, ACTS OR OMISSIONS NOT IN GOOD FAITH OR WHICH INVOLVE INTENTIONAL MISCONDUCT

OR
KNOWING VIOLATION OF LAW, ACTION CONTRAVENING SECTION 17 OF THE ACT,
OR A
TRANSACTION FROM WHICH THE PERSON SEEKING INDEMNIFICATION DERIVE AN
IMPROPER PERSONAL BENEFIT. THE FOREGOING SECTIONS SHALL NOT BE FOR THE
BENEFIT OF OR ENFORCEMENT BY ANY THIRD PARTY BENEFICIARY ANY CREDITOR
OF
THE LIMITED LIABILITY COMPANY OR ANY CREDITOR OF ANY MANAGER OR
MEMBER.

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 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 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 20 Day of September, 2018 at 1:09:35 PM by the Authorized Person.

DAVID C. TAPALIAN, ESQ.

Address of Authorized Signer:

350 SOUTH MAIN STREET, PROVIDENCE, RI 02903

Form No. 400
Revised 09/07

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State of Rhode Island and Providence Plantations
Department of State | Office of the Secretary of State
Nellie M. Gorbea, *Secretary of State*

I, NELLIE M. GORBEA, Secretary of State of the State of Rhode Island
and Providence Plantations, 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:

September 20, 2018 01:09 PM

A handwritten signature in blue ink, appearing to read "Nellie M. Gorbea". The signature is fluid and cursive, written in a professional style.

Nellie M. Gorbea
Secretary of State

