



**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: MED-Y 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: 3 3RD STREET  
APT 1

City or Town: WOONSOCKET State: RI Zip: 02895

The name of the resident agent at such address is: LUIS PINEDA

**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: 3 3RD STREET  
APT 1

City or Town: WOONSOCKET State: RI Zip: 02895 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:

I. (A) THE MEMBERS OF THE LIMITED LIABILITY COMPANY MAY INCLUDE PROVISIONS IN THE LIMITED LIABILITY COMPANY'S OPERATING AGREEMENT WHICH

PROVIDE THAT EACH MEMBER, AGENT OR EMPLOYEE, PAST OR PRESENT, OF THE LIMITED LIABILITY COMPANY (AN "INDEMNIFIED PERSON"), SHALL BE INDEMNIFIED

IN THE MANNER AND TO THE EXTENT PERMITTED BY THE GENERAL LAWS, OR AS SHALL

BE OTHERWISE PROVIDED IN SAID OPERATING AGREEMENT.

II. (A) IN ADDITION TO THE AUTHORITY CONFERRED UPON THE MEMBERS OF THE

LIMITED LIABILITY COMPANY BY THE FOREGOING PARAGRAPH (A), THE MEMBERS OF

THE LIMITED LIABILITY COMPANY MAY INCLUDE PROVISIONS IN THE OPERATING

AGREEMENT, FOR THE PURPOSE OF INDEMNIFYING SUCH PERSON AND THE MANAGER AND

TO THE EXTENT PROVIDED HEREIN:

(I) THE OPERATING AGREEMENT PROVISIONS OR AGREEMENTS AUTHORIZED HEREBY MAY PROVIDE THAT THE LIMITED LIABILITY COMPANY SHALL, SUBJECT TO THE

PROVISIONS OF THIS ARTICLE SIXTH I (B), PAY ON BEHALF OF AN INDEMNIFIED PERSON ANY LOSS OR EXPENSES (EACH AS HEREIN DEFINED) 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 (AS HEREIN DEFINED) OF THE INDEMNIFIED PERSON.

(II) FOR THE PURPOSES OF THIS ARTICLE SIXTH I (B), WHEN USED HEREIN:

1. "LOSS" MEANS ANY AMOUNT WHICH AN INDEMNIFIED PERSON IS LEGALLY OBLIGATED TO PAY FOR ANY CLAIM FOR COVERED ACTS AND SHALL INCLUDE, WITHOUT

BEING LIMITED TO, DAMAGES, SETTLEMENTS, FINES, PENALTIES OR , WITH RESPECT

TO EMPLOYEE BENEFIT PLANS, EXCISE TAXES:

2. "EXPENSES" MEANS ANY EXPENSES INCURRED IN CONNECTION WITH THE DEFENSE AGAINST ANY CLAIM FOR COVERED 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

3. "COVERED ACT" MEANS ANY ACT OR OMISSION OF AN INDEMNIFIED  
PERSON IN THE INDEMNIFIED PERSON'S OFFICIAL CAPACITY WITH THE LIMITED  
LIABILITY COMPANY AND WHILE SERVING IN SUCH CAPACITY OR 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, INCLUDING, BUT NOT LIMITED TO, ANY ENTITIES WHICH ARE  
SUBSIDIARIES  
OR AFFILIATES OF THE LIMITED LIABILITY COMPANY, CORPORATION,  
PARTNERSHIP,  
JOINT VENTURE, TRUST, OTHER ENTERPRISE OR EMPLOYEE BENEFIT PLAN.

(III) 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, HEIRS 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  
AN INDEMNIFIED PERSON AT THE TIME THE COVERED ACT UPON WHICH SUCH  
CLAIMS  
ARE BASED OCCURRED.

(IV) ANY OPERATING AGREEMENT PROVISIONS 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 AND BASED ON  
THE  
ALLEGED COMMISSION BY SUCH INDEMNIFIED PERSON OF A COVERED ACT,  
SUBJECT TO  
AN UNDERTAKING BY OR ON BEHALF OF SUCH INDEMNIFIED PERSON TO REPAY  
THE SAME  
TO THE LIMITED LIABILITY COMPANY IF THE COVERED ACT INVOLVES A CLAIM  
FOR  
WHICH INDEMNIFICATION IS NOT PERMITTED UNDER CLAUSE (V) BELOW, AND  
THE  
FINAL DISPOSITION OF SUCH ACTION, SUIT, PROCEED OR APPEAL RESULTS IN AN  
ADJUDICATION ADVERSE TO SUCH INDEMNIFIED PERSON.

(V) 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 SHALL DETERMINE TO HAVE RESULTED FROM:

(1) ANY BREACH OF THE INDEMNIFIED PERSON'S DUTY OF LOYALTY TO THE LIMITED LIABILITY COMPANY OR ITS MEMBERS; (2) ACTS OR OMISSIONS NOT IN GOOD FAITH OR WHICH INVOLVE INTENTIONAL MISCONDUCT OR KNOWING VIOLATION OF LAW; (3) ACTION CONTRAVENING SECTION 7-16-17 OF THE GENERAL LAWS; OR (4) A TRANSACTION FROM WHICH THE PERSON SEEKING INDEMNIFICATION DERIVED AN IMPROPER PERSONAL BENEFIT, UNLESS SAID TRANSACTION WAS WITH THE INFORMED CONSENT OF THE MEMBERS.

#### ARTICLE VII

The limited liability company is to be managed by its \_\_\_ Members or X 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<br>First, Middle, Last, Suffix | Address<br>Address, City or Town, State, Zip Code, Country |
|---------|--|--|
| MANAGER | LUIS PINEDA                                    | 3 3RD STREET, #1<br>WOONSOCKET, RI 02895 USA               |

#### 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: 04/04/2023

*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 4 Day of April, 2023 at 5:16:54 PM by the Authorized Person.**

LUIS PINEDA

**Address of Authorized Signer:**

3 3RD STREET, APT 1  
WOONSOCKET, RI 02895

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:

April 04, 2023 05:05 PM

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

Gregg M. Amore  
*Secretary of State*

