

OCT 11 2016

**ARTICLES OF ORGANIZATION
of
YENHUI HUANG CARDIOLOGY, PLLC**

FILE NO. P.21296506

ARTICLE I

NAME: The name of this Professional Limited Liability Company shall be YENHUI HUANG CARDIOLOGY, PLLC.

ARTICLE II

REGISTERED OFFICE: The registered office of this Professional Limited Liability Company is located at 6920 N LA ULTIMA in the City of TUCSON, County of PIMA, State of ARIZONA, 85750, and may transact its business and maintain offices for such purposes at such other places either within or without the State of Arizona.

ARTICLE III

STATUTORY AGENT: The name and mailing address of the Statutory Agent for this Professional Limited Liability Company who agrees and on whom service of process, notice or demand that is required or permitted by law to be served on the Professional Limited Liability Company is YENHUI HUANG located at 6920 N LA ULTIMA, TUCSON, AZ 85750.

ARTICLE IV

BUSINESS PURPOSE: This Professional Limited Liability Company intends to engage in any lawful act or activity for which a Professional Limited Liability Company is authorized to conduct pursuant to A.R.S. §29-610, in particular this Professional Limited Liability Company intends to engage in the business of providing medical services.

ARTICLE V

NUMBER AND CLASSES OF MEMBERS: This Professional Limited Liability Company is being formed with one or more members pursuant to A.R.S. §29-632(A)(3), and whose interest, participation and voting right(s) may be allocated between different classes of member(s), as may be authorized under a duly adopted Operating Agreement.

ARTICLE VI

MANAGEMENT: (BY MEMBERS) The management of the business affairs and property of this Professional Limited Liability Company shall be reserved to the member, whose numbers shall not be less than one and who shall adopt an Operating Agreement containing all of the provisions deemed appropriate and consistent with laws that govern the conduct of its business affairs, its authorities, rights and powers, and the authorities, duties, rights and powers of its members, officers, employees or agents.

The member(s) may, by lawful consent, appoint one or more members to conduct the business affairs and property of the company and whose authorities, duties, rights and powers shall be authorized pursuant to a duly adopted Operating Agreement.

The name and address of the persons/entities who will be the lawful members of this Professional Limited Liability Company at the time of its formation are:

YENHUI HUANG
6920 N LA ULTIMA
TUCSON, AZ 85750

ARTICLE VII

DISSOLUTION DATE: The date on which this Professional Limited Liability Company shall terminate and dissolve its business and property interest shall be December 31, 2066, unless sooner dissolved or terminated by the death, withdrawal or insolvency of a member.

ARTICLE VIII

CAPITALIZATION: This Professional Limited Liability Company shall be initially capitalized with capital contributions made by its members who may contribute, or promise to contribute cash, property or services.

The value of the capital contributions of property or services is the fair market value of such property or services either at the time the property is lawfully transferred or the services rendered to this Professional Limited Liability Company.

ARTICLE IX

LIMITATION OF LIABILITY: The members, employees, officers or agents of this Professional Limited Liability Company are not liable, solely by reason of being a member, employee, officer or agent of this Professional Limited Liability Company for the debts, obligations and liabilities incurred by this Professional Limited Liability Company whether arising in contract or tort, under a judgements decree or order of a court or otherwise.

ARTICLE X

LAWFUL AGENTS: If this Professional Limited Liability Company is reserved to the members, as may be provided herein under Article VI, each such member is lawful agent of this Professional Limited Liability Company for the purpose of carrying on its business in the usual way. In addition the acts of each member, including the execution in the name of this Professional Limited Liability Company of any document, instrument or business papers for carrying on in the usual way, the business of this Professional Limited Liability Company, legally binds this Professional Limited Liability Company in all business transactions.

ARTICLE XI

ASSIGNMENT OF MEMBER'S INTEREST: (a) The interest of any members may be assigned in whole or in part to a third party or parties, provided, however, such assignment does not dissolve this Professional Limited Liability Company; nor does it entitle the assignee to participate in the management of the business and affairs of this Professional Limited Liability Company, unless assignee is duly admitted as a member upon the written unanimous consent of all members.

(b) If an interest in this Professional Limited Liability Company is acquired directly from this Professional Limited Liability Company upon the unanimous consent of all members, then such an additional member is entitled to all of the rights, privileges, immunities and restrictions accorded all members pursuant to these Articles Of Organization and/or the duly adopted Operating Agreement.

(c) When a member assigns all or part of his or her interest in this Professional Limited Liability Company to a third party or parties, such a member is not released from his or her liability to the Professional Limited Liability Company, unless or until the written unanimous consent of all members is given, whether or not assignee has been accepted as a lawful member of this Professional Limited Liability Company.

ARTICLE XII

INDEMNIFICATION: This Professional Limited Liability Company shall indemnify every member, employee, officer, agent or any other persons performing the usual business of this Professional Limited Liability Company, or his or her heirs, executors and administrators, against expenses reasonably incurred by him or her in connection with any action, suit or proceeding holding such person to be liable for negligence or misconduct.

In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which this Professional Limited Liability Company is advised by counsel that the person to be indemnified did not commit such breach of duty; however, this right of indemnification shall not be exclusive of other rights to which he or she may be entitled. And as used in this Article, expenses shall include amounts of judgments, penalties or fines rendered or levied against such manager or member, and the amounts paid in settlement thereof, provided, however, such payments shall have been approved by all the members of this Professional Limited Liability Company.

ARTICLE XIII

ACTION BY CONSENT: Any action taken by the members of the business and affairs of this Professional Limited Liability Company, which significantly effects either the capital or liability of this Professional Limited Liability Company shall be first duly authorized by the written unanimous consent of all of the managers or members, whichever applicable.

ARTICLE XIV

OPERATING AGREEMENT: The members shall by unanimous consent, adopt an Operating Agreement at their Organizational Meeting that will direct the management, regulation and government of the business affairs and property of this Professional Limited Liability Company. Said Operating Agreement may be amended from time to time by a majority vote of the members who are vested with the management of this Professional Limited Liability Company.


ARTICLE XV

FISCAL YEAR: The fiscal year of this Professional Limited Liability Company shall be the calendar year ending December 31st of each year.

ARTICLE XVI

RECORD DATE: The record date of this Professional Limited Liability Company for the purpose of winding up its year end business affairs, which may include the appointment, resignation, withdrawal or expiration of the term of any appointed member, or the assignment and transfer of any member's interest and voting rights, or any other operational matters, shall be December 31st, of each year.

IN WITNESS WHEREOF, I have set my hand this 1ST day of OCTOBER 2016.



Signature of Organizer

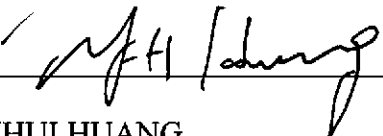
YENHUI HUANG
6920 N LA ULTIMA
TUCSON, AZ 85750

**CONSENT OF
STATUTORY AGENT**

I, YENHUI HUANG, the undersigned, whose address is 6920 N LA ULTIMA, TUCSON, AZ 85750 having been appointed to act as Statutory Agent for YENHUI HUANG CARDIOLOGY, PLLC Professional Limited Liability Company, BY THESE PRESENTS, hereby consent to act in that capacity until removal or resignation is submitted in accordance with the laws of the State of Arizona.

YENHUI HUANG CARDIOLOGY, PLLC

Dated: 10/11/16

By: 

YENHUI HUANG
6920 N LA ULTIMA
TUCSON, AZ 85750