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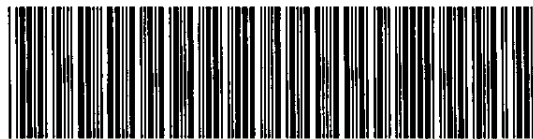
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TALLAHASSEE FLORIDA

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KROGER GARDIS & REGAS, LLP
ATTORNEYS

December 7, 2016

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Re: Noah's Animal Hospital at Wheaton, LLC

Dear Sir or Madam:

The enclosed Articles of Organization are submitted for filing, with an effective date of the date of filing. Also enclosed is a check in the amount of \$160.00 payable to the Florida Secretary of State, for the Filing Fee, Certified Copy, and Certificate of Status.

Please return all correspondence concerning this matter in the enclosed self-addressed, stamped envelope.

If you have any questions, please contact the undersigned at (317) 692-9000.

Sincerely,

Kroger Gardis & Regas, LLP

A handwritten signature in black ink, appearing to read 'Andrea K. Keck', written over the printed name.

Andrea K. Keck, Legal Assistant

:akk
Enclosure

ARTICLES OF ORGANIZATION

OF

NOAH'S ANIMAL HOSPITAL AT WHEATON, LLC

16 DEC -8 PM 12:26

SECRETARY OF STATE
TALLAHASSEE FLORIDA

The undersigned individual, acting as sole organizer, hereby forms a limited liability company under the Florida Revised Limited Liability Company Act (the "Act") and does hereby adopt as the Articles of Organization of such limited liability company the following:

ARTICLE I

Name

The name of the limited liability company shall be **NOAH'S ANIMAL HOSPITAL AT WHEATON, LLC** (the "Company").

ARTICLE II

Address

- (A) The address of the principal office of the Company is 412 S. Main St., Wheaton, IL 60187.
- (B) The mailing address of the Company is 412 S. Main St., Wheaton, IL 60187.

ARTICLE III

Registered Office and Registered Agent

- (A) The address of the registered office of the Company in Florida is 13649 Shipwatch Drive, Jacksonville, FL 32225.
- (B) The name of the registered agent of the Company at the above registered office is R. Michael Thomas.

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S.

By: *R. Michael Thomas*
R. Michael Thomas, D.V.M., Registered Agent

ARTICLE IV
Management

The Company is to be managed by its Managing Member ("Manager"), as selected from time to time by action of the Members. The current Managing Member of the Company is:

R. Michael Thomas
13649 Shipwatch Drive
Jacksonville, FL 32225.

ARTICLE V
Effective Date

The Effective Date of the organization of the Company shall be the date of filing.

ARTICLE VI
Duration

The period of the Company's duration shall be perpetual unless sooner dissolved in accordance with the Act.

ARTICLE VII
Purpose

The Company shall have unlimited power to engage in and do any lawful act concerning any or all lawful businesses for which limited liability companies may be organized according to the laws of the State of Florida, including all powers and purposes now and hereafter permitted by law to a limited liability company.

ARTICLE VIII
Admission of Additional Members

Additional Members may be admitted at such times and on such terms and conditions as provided in the Operating Agreement of the Company.

ARTICLE IX
Continuation of Business of the Company

The remaining Members of the Company, if any, may continue the business upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or occurrence of any other event which terminates the continued membership of a Member in the Company only as provided in the Operating Agreement of the Company.

ARTICLE X

Amendment of Articles

The Articles of Organization may be amended or restated by a vote of a majority-in-interest of the Members.

ARTICLE XI **Indemnification**

(A) To the greatest extent not inconsistent with the laws and public policies of the State of Florida, the Company shall indemnify any Member, Organizer or Manager (any such Member, Organizer or Manager, who is a person, and any responsible officers, partners, shareholders, directors, or managers of such Member, Organizer or Manager which is an Entity, hereinafter being referred to as the indemnified "individual") made a party to any proceeding because such individual is or was a Member, Organizer, or Manager as a matter of right, against all liability incurred by such individual in connection with any proceeding; provided that it shall be determined in the specific case in accordance with paragraph (D) of this Article that indemnification of such individual is permissible in the circumstances because the individual has met the standard of conduct for indemnification set forth in paragraph (C) of this Article. The Company shall pay for or reimburse the reasonable expenses incurred by a Member, Organizer or Manager in connection with any such proceeding in advance of final disposition thereof if: (i) the individual furnishes the Company a written affirmation of the individual's good faith belief that he or she has met the standard of conduct for indemnification described in paragraph (C) of this Article; (ii) the individual furnishes the Company a written undertaking, executed personally or on such individual's behalf, to repay the advance if it is ultimately determined that such individual did not meet such standard of conduct; and (iii) a determination is made in accordance with paragraph (D) that based upon facts then known to those making the determination, indemnification would not be precluded under this Article. The undertaking described in sub-paragraph (A)(ii) above must be a general obligation of the individual, subject to such reasonable limitations as the Company may permit, but need not be secured and may be accepted without reference to financial ability to make repayment. The Company shall indemnify a Member, Organizer or Manager who is wholly successful, on the merits or otherwise, in the defense of any such proceeding, as a matter of right, against reasonable expenses incurred by the individual in connection with the proceeding without the requirement of a determination as set forth in paragraph (C) of this Article. Upon demand by a Member, Organizer or Manager for indemnification or advancement of expenses, as the case may be, the Company shall expeditiously determine whether the Member, Organizer or Manager is entitled thereto in accordance with this Article. The indemnification and advancement of expenses provided for under this Article shall be applicable to any proceeding arising from acts or omissions occurring before or after the adoption of this Article.

(B) The Company shall have the power, but not the obligation, to indemnify any individual who is or was an employee or agent of the Company to the same extent as if such individual was a Member, Organizer or Manager.

(C) Indemnification of an individual is permissible under this Article only if: (i) such individual conducted himself or herself in good faith; (ii) such individual reasonably believed that his or her conduct was in or at least not opposed to the Company's best interest; (iii) in the case of any criminal proceeding, such individual had no reasonable cause to believe his or her conduct was unlawful; and (iv) indemnification is not prohibited by Fla. Stat § 605.0408. Indemnification is not permissible against liability to the extent such liability is the result of negligence, willful misconduct, recklessness, or any improperly obtained financial or other benefit to which the individual was not legally entitled. The termination of a proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the individual did not meet the standard of conduct described in this paragraph (C).

(D) A determination as to whether indemnification or advancement of expenses is permissible shall be made by any one of the following procedures:

- (i) By the Members by a majority vote consisting of Members not at the time parties to the proceeding; or
- (ii) By special legal counsel selected by the Members in the manner prescribed in sub-paragraph (D)(i) above.

(E) A Member, Organizer or Manager of the Company who is a party to a proceeding may apply for indemnification from the Company to the court, if any, conducting the proceeding or to another court of competent jurisdiction. On receipt of an application, the court, after giving notice the court considers necessary, may order indemnification if it determines:

- (i) In a proceeding in which the Member, Organizer or Manager is wholly successful, on the merits or otherwise, the Member, Organizer or Manager is entitled to indemnification under this Article, in which case the court shall order the Company to pay the individual his or her reasonable expenses incurred to obtain such court ordered indemnification; or
- (ii) The individual is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not the individual met the standard of conduct set forth in paragraph (C) of this Article.

(F) Indemnification shall also be provided for an individual's conduct with respect to an employee benefit plan if the individual reasonably believed his or her conduct to be in the interests of the participants in and beneficiaries of the plan.

(G) Nothing contained in this Article shall limit or preclude the exercise or be deemed exclusive of any right under the law, by contract or otherwise, relating to indemnification of or advancement of expenses to any individual who is or was a Member, Organizer or Manager of the Company or is or was serving at the Company's request as a director, officer, partner, manager, trustee, employee, or agent of another foreign or domestic company, partnership, association, limited

liability company, corporation, joint venture, trust, employee benefit plan, or other enterprise, whether for-profit or not. Nothing contained in this Article shall limit the ability of the Company to otherwise indemnify or advance expenses to any individual. It is the intent of this Article to provide indemnification to Members, Organizers and Managers to the fullest extent now or hereafter permitted by the law consistent with the terms and conditions of this Article. Indemnification shall be provided in accordance with this Article irrespective of the nature of the legal or equitable theory upon which a claim is made including without limitation negligence, breach of duty, mismanagement, waste, breach of contract, breach of warranty, strict liability, violation of federal or state securities law, violation of the Employee Retirement Income Security Act of 1974, as amended, or violation of any other state or federal law.


(H) For purposes of this Article:

- (i) The term “expenses” includes all direct and indirect costs (including without limitation counsel fees, retainers, court costs, transcripts, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursements or out-of-pocket expenses) actually incurred in connection with the investigation, defense, settlement or appeal of a proceeding or establishing or enforcing a right to indemnification under this Article, applicable law or otherwise.
- (ii) The term “liability” means the obligation to pay a judgment, settlement, penalty, fine, excise tax (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses incurred with respect to a proceeding.
- (iii) The term “party” includes an individual who was, is or is threatened to be made a named defendant or respondent in a proceeding.
- (iv) The term “proceeding” means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal.

(I) The Company may purchase and maintain insurance for its benefit, the benefit of any individual who is entitled to indemnification under this Article, or both, against any liability asserted against or incurred by such individual in any capacity or arising out of such individual’s service with the Company, whether or not the Company would have the power to indemnify such individual against such liability.

7th IN WITNESS WHEREOF, the undersigned executes these Articles of Organization this day of December, 2016.

This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

By: 
R. Michael Thomas, D.V.M.
Managing Member and Authorized Representative

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SECRETARY OF STATE
TALLAHASSEE FLORIDA