

# NORTH CAROLINA

## Department of the Secretary of State

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**To all whom these presents shall come, Greetings:**

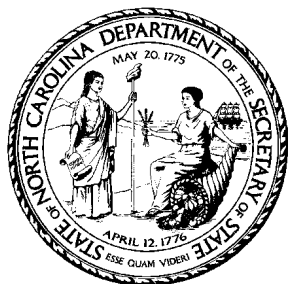
I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

### ARTICLES OF ORGANIZATION

OF

### PAWS PTS / MST CENTERS, LLC

the original of which was filed in this office on the 17th day of July, 2015.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 17th day of July, 2015.

*Elaine F. Marshall*

Secretary of State

ARTICLES OF ORGANIZATION  
OF  
PAWS PTS|MST Centers, LLC

Pursuant to Section 57D-2-20 of the General Statutes of North Carolina, the undersigned does hereby submit these Articles of Organization for the purpose of forming a limited liability company.

1. The name of the limited liability company is PAWS PTS|MST Centers, LLC (the "Company").
2. The name and address of each person executing these Articles of Organization is as follows:  
  
paws4people, Inc.  
1121 Military Cutoff Rd #C324  
Wilmington, North Carolina 28405
3. The initial registered agent of the Company is paws4people, Inc.
4. The street address and county of the initial registered office of the Company is:  
  
1121 Military Cutoff Rd #C324  
Wilmington, New Hanover County, North Carolina 28405
5. The mailing address of the Company's initial registered office is the same as its street address.
6. The Company has a principal office.

The principal office telephone number is 910.208.0461

The street address and county of the initial principal office of Company is:

1121 Military Cutoff Rd #C324  
Wilmington, New Hanover County, North Carolina 28405

The mailing address of the Company's initial principal office is the same as its street address.

7. Additional Terms.

- A. Purpose. The Company is organized and is to be operated exclusively for scientific, charitable, and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), or the corresponding section of any future federal tax code. In furtherance of such purposes, the Company may engage in any lawful activity except as restricted herein.
- B. Dissolution. In the event of termination, dissolution, or winding up of the Company in any manner or for any reason whatsoever, all of its remaining assets, if any, after the payment, discharge or satisfaction of all of its liabilities and obligations shall be distributed to (and only to) such one or more organizations selected by the Company that supports the purposes for which the Company was formed, to be used for purposes for which the Company was formed, which organization or organizations shall qualify under Section 501(c)(3) of the Code, or the corresponding section of any future federal tax code.
- C. Additional Tax-Exempt Provisions. In all events and under all circumstances, notwithstanding merger, consolidation, reorganization, termination, dissolution, or winding up of the Company, whether voluntary, involuntary, or by operation of law, the following provisions shall apply to the Company:
- 1) The Company shall not have or exercise any power or authority either expressly, by interpretation or by operation of law, nor shall it directly or indirectly engage in any activity that would prevent: (a) the Company from qualifying (and continuing to qualify) as a tax-exempt organization under Section 501(c)(3) of the Code, or the corresponding section of any future federal tax code; (b) contributions to the Company being deductible for federal income tax purposes; (c) gifts, bequests, legacies and devises to the Company being deductible in computing the taxable estate of a decedent for federal estate tax purposes; or (d) gifts or contributions to the Company being deductible in computing taxable gifts for federal gift tax purposes.

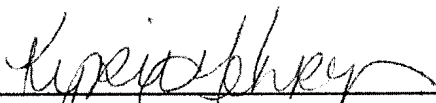
- 2) No part of the activities of the Company shall consist of carrying on propaganda, or otherwise attempting to influence legislation; nor shall the Company in any manner or to any extent participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office; nor shall it engage in any activities that are unlawful under the laws of the United States of America, the State of North Carolina or any other jurisdiction where such activities are carried on.
- 3) The Company shall never be operated for the primary purpose of carrying on a trade or business for profit. Neither the whole, nor any part or portion, of the assets or net earnings of the Company shall be used for, nor shall the Company be operated for, purposes not exclusively scientific, charitable, or educational.
- 4) No compensation or payment shall ever be made to the Member or Manager (as that term is defined in Sections 57D-1-03(20) and 57D-3-20 of the General Statutes of North Carolina) of the Company, or substantial contributor to it, except as reasonable allowance for actual expenditures or services actually made or rendered to or for the Company; and neither the whole, nor any part or portion, of the assets or net earnings, current or accumulated, of the Company shall ever be distributed to or divided among any such person, firm, or company; provided, further, that neither the whole nor any part or portion of such assets or net earnings shall be used for, accrue to, or inure to the benefit of any person, firm, or company within the meaning of Section 501(c) (3) of the Code, or the corresponding section of any future federal tax code.
- 5) Neither the Member nor the Manager shall permit any of the Company's assets to be transferred to or used by a non-member unless the transfer or use involves an exchange for fair market value. Notwithstanding anything herein to the contrary, neither the Member nor the Manager shall permit any of the Company's assets to be transferred to the Member if the Member ceases to be a tax exempt organization under Section 501(c)(3) of the Code.
- 6) The Company shall not merge with, or convert into an entity that is not a tax exempt organization under Section 501(c)(3) of the Code.
- 7) The Member, a tax exempt organization under Section 501(c)(3) of the Code, agrees to expeditiously and vigorously enforce all of its rights in the Company and to pursue all legal and equitable remedies to protect its interests in the Company.

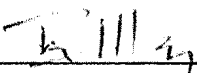
- 8) The Member is and must continue to be a tax exempt organization under Section 501(c)(3) of the Code. Notwithstanding anything herein to the contrary, no interest in the Company may be transferred (indirectly or directly) unless: (a) the transferee is a tax exempt organization under Section 501(c)(3) of the Code; and (b) the Company shall have been furnished with an opinion of counsel, satisfactory in form and substance to the Manager, or, alternatively, the Manager shall otherwise reasonably determine, that the proposed transfer will not adversely affect the Company being treated as a tax exempt organization under Section 501(c)(3) of the Code.
  - 9) In addition to dissolving upon the occurrence of the events set forth in Section 57D-6-01 of the General Statutes of North Carolina, the Company shall be dissolved if: (a) the Member or transferee is not (or ceases to be a tax exempt organization under Section 501(c)(3) of the Code; or (b) any act occurs that prevents the Company from qualifying (and continuing to qualify) as a tax-exempt organization under Section 501(c)(3) of the Code, or the corresponding section of any future federal tax code.
  - 10) Any alteration or amendment to these Articles of Organization shall be consistent with Section 501(c)(3) of the Code.
- D. Except to the extent that the North Carolina General Statutes prohibit such limitation or elimination of liability of a Manager for breaches of duty, no person who is serving, or has served, as a Manager of the Company shall be personally liable to the Company or to the Member for monetary damages for breach of duty as a manager, except as provided in the Company's operating agreement, as amended from time to time. No amendment to or repeal of this Article 7.D. and no adoption of a provision inconsistent herewith shall apply to or have any effect on the liability or alleged liability of any Manager of the Company for or with respect to any acts or omissions of such Manager occurring prior to such amendment, repeal, or adoption of an inconsistent provision. The terms of this Article 7.D. shall not be deemed to limit or preclude indemnification of a Manager by the Company for any liability that has not been eliminated by the terms of this Article 7.D.
8. Business email address: [info@paws4people.org](mailto:info@paws4people.org)

9. These Articles will be effective upon filing.

This the 11th day of June, 2015.

PAWS PTS | MST Centers, LLC

By:   
Kyria Henry, Chief Executive Officer  
paws4people, Inc., Sole Member

By:   
Terry Henry, Chief Operations Officer  
paws4people, Inc., Sole Member