

Filing and License Fee: \$230.00 minimum

ID Number: _____



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Office of the Secretary of State
Corporations Division
148 W. River Street
Providence, Rhode Island 02904-2615

2007 DEC 12 PM 3:28
CORPORATIONS DIV

PROFESSIONAL SERVICE CORPORATION

ARTICLES OF INCORPORATION

The undersigned acting as incorporator(s) of a professional service corporation under Chapters 7-5.1 and 7-1.2 of the General Laws of Rhode Island, 1956, as amended, adopt(s) the following Articles of Incorporation for such corporation: 

1. The name of the corporation is Jennings Eyecare, Inc.

(This is a close corporation pursuant to § 7-1.2-1701 of the General Laws, 1956, as amended.) (Strike if inapplicable.)

2. The profession to be practiced through the professional service corporation is Optometry.

3. The total number of shares which the corporation has authority to issue is:

(a) If only one class: Total number of shares 1,000

or

(b) If more than one class: Total number of shares of each class _____

A statement of all or any of the designations and the powers, preferences, and rights, including voting rights, and the qualifications, limitations, or restrictions of them, which are permitted by the provisions of Chapter 7-1.2 of the General Laws, 1956, as amended, in respect of any class or classes of shares of the corporation and the fixing of which by the articles of association is desired, and an express grant of the authority as it may then be desired to grant to the board of directors to fix by vote or votes any of them that may be desired but which is not fixed by the articles:

4. The address of the initial registered office of the corporation is 19 Caronia Street

(Street Address, not P.O. Box)

Cranston

(City/Town)

, RI 02920

(Zip Code)

and the name of its initial registered agent

at such address is David Jennings

(Name of Agent)

5. The corporation shall have perpetual existence until dissolved or terminated in accordance with Chapter 7-1.2.

6. Unless otherwise stated all authorized shares are deemed to have a nominal or par value of \$0.01 per share.

FILED

DEC 12 2007

By 044350
3:28

- See Exhibit "A" attached hereto and incorporated herein.**

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

- Address

David Jennings 19 Caronia Street, Cranston, Rhode Island 02920

- Under penalty of perjury, I/we declare and affirm that I/we have examined these Articles of Incorporation, including any accompanying attachments, and that all statements contained herein are true and correct.

Date:

12/12/07

Signature of each Incorporator

EXHIBIT "A"

7. Provisions dealing with the preemptive rights of shareholders pursuant to §7-1.1-24 of the General Laws, 1956, as amended:

No holder of any shares of Common stock of this Corporation shall transfer any such stock without first offering this Corporation the opportunity to purchase said shares at the lowest price at which he is willing to dispose of the same. Said offer shall be in writing and shall include a true statement of the names and addresses of the transferee or transferees to whom said stockholder intends to transfer his shares if his said offer is not accepted by the Corporation as hereinafter provided. Said offer and statement shall be addressed and delivered to the Secretary of the Corporation (or in case the stockholder making such offer be the Secretary, then to the President) and the Secretary or the President, as the case may be, shall thereupon call or cause to be called a special meeting of the Board of Directors, or if no Board of Directors, then of the stockholders of the Corporation, to be held within twenty (20) days after the receipt of said offer for the purpose of taking action with respect to the same. This Corporation, through its Board of Directors, or if no Board of Directors, then its stockholders, shall have ten (10) days after the time fixed for the holding of such special meeting of the Board of Directors, or if no Board of Directors, then of the stockholders, to accept or reject said offer, and until action thereof shall be taken or until the expiration of said ten (10) days, whichever shall first occur, no transfer of any of said shares shall be made by the stockholder submitting the offer. If, however, the Corporation shall reject said offer, or if no action shall be taken by the Board of Directors, or if no Board of Directors, then by the stockholders, prior to the expiration of said ten (10) days, said stockholder shall then offer said shares to the other Common stockholders of the Corporation, such offer to such stockholders to be in proportion to their respective existing Common stockholdings in the Corporation. Said stockholders shall have ten (10) days from the receipt of the written offer from the stockholder proposing to sell his shares to accept or reject said offer and to pay the purchase price of said shares to the selling stockholder. If any one or more of said stockholders shall not elect to purchase his or her proportionate part of the shares contained in said offer, then the remaining Common stockholders shall have the right to purchase said shares in proportion to their respective individual Common shareholdings in the Corporation, with the end in view that no transfer of any shares of the Common stock of this Corporation shall be made to any person who is not a Common stockholder, unless either the Corporation itself or the Common stockholders shall have the opportunity to purchase the shares which it is desired to sell. If neither the Corporation nor the stockholders shall purchase said shares, then the stockholder who intends to transfer his shares may transfer said shares to any person within three (3) months after the rejection to sell said shares to the Corporation or the other stockholders as the case may be. No future offer to transfer said shares shall be made by any such stockholder without again complying with the provisions hereof. All transfers of the Common stock of this Corporation (except transfers upon the death of a stockholder from his estate to his next of kin or to the legatee or legatees named in his will or transfers by a gift inter vivos to any member of the stockholder's family) are intended to be included in the prohibitions of this paragraph, including but without limiting the generality of the foregoing, a transfer by virtue of a pledge, attachment or other encumbrance. Any transfer contrary to the foregoing provisions shall be void. The Corporation, by resolution of its Board of Directors, or if no Board of Directors, then of the stockholders, adopted at a meeting of such Directors, or if no Directors, then of the stockholders, duly held for that purpose, may waive the provision hereof with respect to any particular transfer.



ZURICH

**MARYLAND CASUALTY COMPANY
COMMON POLICY DECLARATIONS
PRECISION AMERICA
SERVICE PROGRAM**

This policy consists of the declarations as well as the coverage forms and endorsements listed on the Forms and Endorsements Applicable List.

NAMED INSURED AND MAILING ADDRESS DAVID J JENNINGS, OD 19 CARONIA ST CRANSTON RI 02920	AGENCY NAME AND SERVICING ADDRESS OPTOMETRIC PROTECTOR PLAN PO BOX 1348 TAMPA FL 33601-1348 (813) 226-1300				
BRANCH NAME AND SERVICING ADDRESS SOUTHWEST FLORIDA P.O. BOX 10197 JACKSONVILLE, FL 32247-0197	POLICY PERIOD <table border="0"> <tr> <td align="center">FROM</td> <td align="center">TO</td> </tr> <tr> <td align="center">03/14/2007 12:01 a.m.</td> <td align="center">UNTIL CANCELLED/ NON-RENEWED</td> </tr> </table> Standard Time At Your Mailing Address Shown Above	FROM	TO	03/14/2007 12:01 a.m.	UNTIL CANCELLED/ NON-RENEWED
FROM	TO				
03/14/2007 12:01 a.m.	UNTIL CANCELLED/ NON-RENEWED				

BUSINESS ENTITY: INDIVIDUAL
BUSINESS DESCRIPTION: OPTOMETRISTS OFFICES

POLICY PREMIUMS

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

	PREMIUM
COMMERCIAL PROPERTY AND GENERAL LIABILITY	\$ 856.00

TERRORISM PREMIUM	\$ 17.00
TOTAL ANNUAL PREMIUM	\$ 873.00

Countersigned by _____

 Authorized Representative Date

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03/15/2007

COMMON

INSURED'S COPY

U-CL-D-100-A CW (06-04)

BILL	POLICY NUMBER	TC	PRODUCER NUMBER	AC	ACCOUNT NUMBER	AUDIT
D	PAS 02243683		15776115		M017766074-001-00001	NONE

BRANCH SB SOUTHWEST FLORI

NEW BUSINESS EFF 03/14/2007

**ZURICH**

PRECISION PORTFOLIO POLICY
COMMERCIAL GENERAL LIABILITY DECLARATIONS
PRECISION AMERICA
SERVICE PROGRAM

This coverage part consists of this declarations form, the common policy conditions, and the coverage forms and endorsements indicated as applicable on the forms list.

COVERAGES AND LIMITS OF INSURANCE

Some of these coverages are sublimits or are subject to aggregate limits. Refer to your policy to determine how they apply.

GENERAL AGGREGATE	\$4,000,000
PRODUCTS AND COMPLETED OPERATIONS AGGREGATE	\$4,000,000
EACH OCCURRENCE	\$2,000,000
TENANTS LEGAL LIABILITY	\$2,000,000
MEDICAL EXPENSES - EACH PERSON	\$ 10,000
PERSONAL INJURY AND ADVERTISING INJURY	\$2,000,000
OPTOMETRISTS PROFESSIONAL LIABILITY	SEE SUPPLEMENTAL DECLARATION



State of Rhode Island and Providence Plantations

A. Ralph Mollis

Secretary of State

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

I, A. RALPH MOLLIS, 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:

A. RALPH MOLLIS

Secretary of State

