

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

2009 OCT -2 PM 1:06  
ADJUTANT GENERAL  
STATE OF RHODE ISLAND

**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 Houlihan, Managhan & Kyle, Ltd.

(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 law

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

(a) If only one class: Total number of shares 8,000

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 325 Angell Street

(Street Address, not P.O. Box)

Providence

(City/Town)

, RI 02906

(Zip Code)

and the name of its initial registered agent

at such address is Orson and Brusini Ltd.

(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  
OCT 02 2009  
By 100329  
1:06

- See Addendum hereto.**

[illegible]

- Name

Address

**Stephen M. Brusini, Esq., Orson and Brusini Ltd., 325 Angell Street, Providence, RI 02906**

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- than the 90<sup>th</sup> day after the date of this filing **Immediately upon filing.**

Date: **October 2<sup>nd</sup>** 2009

Signature of each Incorporator

**ADDENDUM TO ARTICLES OF INCORPORATION OF**  
**Houlihan, Managhan & Kyle, Ltd.**

**3.** No stock may be pledged as security for any loan by the owner thereof without first having obtained a written consent approved by a majority vote of the stockholders.

**3.1.** If any stockholder shall at any time desire to give or to sell all or any part of his/her/its shares of stock, he/she/it shall first offer the same to the Corporation and shall notify the president or secretary of the Corporation in writing by certified mail, return receipt requested, postage prepaid, stating the number of shares he/she/it desires to sell, transfer, or otherwise dispose of, the terms of sale (or transfer in the case of a gift), the lowest price at which such shares are to be disposed of (in the case of a sale), and the name of the person or entity to whom or to which they are to be sold or transferred. Within thirty (30) days after the receipt of any such notice, the Corporation shall elect whether or not to accept such offer. If the Corporation shall elect to purchase the shares so offered, the secretary or treasurer, or some other officer designated by the stockholders shall forthwith and within said Thirty (30) days deliver in person to such stockholder or mail by certified mail, return receipt requested, postage prepaid, addressed to him/her/it at his/her/its usual post office address as stated on the books of the Corporation, a notice in writing signed by such officer, of the election of the Corporation to purchase such stock on such terms and at such price (in the case of a sale) or at a price equal to the book value of such stock as of such date of offer as reflected on the books and records of the Corporation (in the case of a gift). The Corporation shall have an additional Thirty (30) days after the date of such election to purchase to make payment for such stock. The stockholder may receive the purchase price for such stock at the office of the Corporation upon transfer to the Corporation of the shares sold.

**3.2.** If the Corporation shall not elect to accept said offer, or if notice of election to purchase shall not be given by the Corporation within the time limit above, then said stock shall be offered in writing to the stockholders of the Corporation who shall have Thirty (30) days from receipt of said written notice within which to purchase such stock at the same price offered to the Corporation. Each stockholder shall have the right to purchase such portion of the remaining stock offered as the number of shares owned by him/her/it at such date shall bear to the total number of shares owned by all of the stockholders, excluding the stockholder making the offer; provided, however, that if any stockholder does not purchase his/her/its full proportionate share of the stock, said proportionate share may be purchased by the other stockholders *pro rata* to their holdings. If the stockholders fail to decline to exercise the right to purchase the offering stockholder's shares within Thirty (30) days from receipt of said notice, the stockholder making the offer is at liberty to sell or give the same, provided said dispositive action is made within Thirty (30) days after the expiration of the offer to the remaining stockholders, and except in the case of a gift, at a price not less than the price at which such stock was offered to the Corporation.

**3.3.** The Corporation may require affidavits from the selling stockholder and the purchaser of such stock as to the price paid and the terms therefor before transferring such stock upon the books of the Corporation. All of the stockholders, exclusive of the offering stockholder, may, in particular instances, consent to any such proposed sale or other disposition, but no such consent or waiver shall extend to other or subsequent instances. Any stock acquired by the Corporation under the above provisions shall be held in the name of this Corporation subject to the control and disposal of the stockholders who may, if they see fit, offer it for sale at such price as they may deem proper to the stockholders of this Corporation, in which event each stockholder shall have an equal right with the others *pro rata* to their holdings to purchase the same; provided, however, that if any stockholder does not purchase his full proportionate share of the stock, said proportionate share may be purchased by the other stockholders *pro rata* to their holdings.

**3.4.** If any transfer of stock is made or attempted contrary to the provisions hereof, the Corporation and the other stockholders shall have the same options to purchase all of the stock so transferred or attempted to be transferred under the same terms and conditions provided herein. Any such offer to transfer shall be deemed to have been made when the Corporation and all of the other stockholders receive actual notice of the transfer or attempted transfer. If the Corporation and the other stockholders do not exercise their respective options regarding such stock, neither the stockholder who transferred or attempted to transfer such stock, nor the transferee or intended transferee shall be required to transfer any of such stock to the Corporation or to the other stockholders. Further, the Corporation may refuse to recognize any transferee as one of its stockholders for any purpose, including, without limitation, for purposes of dividend and voting rights and for purposes of allocation of income, losses, and business expenses, until all applicable provisions hereof have been complied with to the satisfaction of the Corporation.

**3.5.** Notwithstanding the foregoing, nothing contained herein shall be construed as releasing any such stock from any applicable state or federal laws or regulations concerning transfer of the same. Further, any such stock transferred in accordance with this Agreement shall, to the extent permitted by law, continue to be subject to the terms hereof and the transferee shall be deemed to have consented to the terms hereof. Upon delivery of such stock, such transferee shall be bound hereby and shall, on request of the Corporation, execute such acknowledgment or other documentation as the Corporation may request.

**6.1.** The shareholders shall have no preemptive rights to acquire unissued or treasury shares or securities convertible into shares or carrying a right to subscribe to or acquire shares.

**6.2.** The corporation shall have the authority to guarantee any bonds, securities, or evidences of indebtedness created by; or dividends on; or a certain amount per share in liquidation of the capital stock of any other corporation or corporations created by this state or by any other state, country, nation, or government, provided such other corporation is formed for purposes similar to the purposes of this corporation or is engaged in the same or a substantially similar business or transacts business with this corporation or is owned or controlled by the same or substantially similar interests; but nothing herein contained shall authorize this corporation to carry on the business of a surety or indemnity company.

**6.3.** The corporation shall have the authority to guarantee in any way permitted by law the performance of any of the contracts or other undertakings in which the corporation may otherwise be or become interested, of any corporation, association, partnership, firm, trustee, syndicate, individual, government, state, municipality, or other political or governmental division or subdivision, domestic or foreign, as may be permitted by law.

**6.3.** The corporation shall have the authority to promote or assist, financially or otherwise, corporations, syndicates, partnerships, trusts, trustees, individuals, or associations of all kinds, and to give any guaranty in connection therewith for the payment of money or for the performance of any obligation or undertaking.

**6.4.** Sections 7-1.2-707, and 7-1.2-810 of the Rhode Island General Laws (1956), as amended, are hereby adopted.

**6.5.** The corporation, or any subsidiary or affiliated company thereof, shall indemnify and hold harmless each person (and his heirs, administrators and executors) who shall serve at any time hereafter as a director or officer of the corporation or any subsidiary or affiliated company thereof from and against any and all claims and liabilities to which such person shall become subject by reason of his

having heretofore or hereafter been a director or officer of the corporation or any subsidiary or affiliated company thereof, or by reason of any action alleged to have been heretofore or hereafter taken or omitted by him as such director or officer, and shall reimburse each such person for all legal and other expenses reasonably incurred by him in connection with any such claim of liability; provided, however, that no such person shall be indemnified against or be reimbursed for any expense incurred in connection with any claim or liability arising out of (i) any breach of said person's duties of loyalty or fiduciary duties to the corporation or its shareholders; (ii) acts or omissions not in good faith or which involve willful misconduct, gross negligence, or knowing violation of law; or (iii) a transaction or transactions from which the person seeking indemnification derived improper personal benefit. The rights accruing to any person under the foregoing provisions of this Article shall not exclude any other right to which he/she may be lawfully entitled, nor shall anything herein contained restrict the right of the corporation to indemnify or reimburse such person in any proper case even though not specifically herein provided for. The corporation and its directors and officers shall be fully protected in taking any action or making any payment under this Article, or in refusing so to do, in reliance upon the advice of counsel.

**6.6.** Meetings of the stockholders of the corporation may be held anywhere in the United States of America.

**6.7.** The corporation may be a partner, member, or other participant in a business entity to the extent permitted by applicable law.



**Liberty**  
Insurance  
Underwriters Inc.

Liberty Insurance Underwriters, Inc.  
55 Water Street, 18th Floor  
New York, NY 10041  
212-208-4100

LIU 3001 Ed. 04 02

**LIBERTY INSURANCE UNDERWRITERS, INC. (The Liberty Mutual Group)**

## **LAWYERS PROFESSIONAL LIABILITY POLICY**

### **DECLARATIONS**

**NOTICE: THIS IS A CLAIMS MADE AND REPORTED POLICY. THIS POLICY COVERS ONLY CLAIMS FIRST MADE DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE, AND REPORTED DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE, AND OTHERWISE COVERED BY THIS INSURANCE. PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.**

**POLICY NUMBER:** LPA195451-019

**RENEWAL OF:** LPA195451-018

**PRODUCER AND ADDRESS:** AIS Affinity Insurance Agency of New England, Inc.  
One Federal Street, 20th Floor  
Boston, MA 02110-2012

**NAMED INSURED AND ADDRESS:** Houlihan, Managhan & Kyle, LLP  
Counsellors at Law  
2 Marlborough Street  
Newport, RI 02840-3283

The Named Insured is: ☐ Individual ☒ Partnership  
☐ Corporation ☐ Limited Liability Partnership  
☐ Limited Liability Corporation ☐ Other

**POLICY PERIOD:** From: 1/02/2009 To: 1/02/2010  
(12:01 A.M. at the Named Insured's address set forth above)

**LIMIT OF LIABILITY:** \$2,000,000 Each Claim  
\$4,000,000 Aggregate

**DEDUCTIBLE:** \$10,000 Each Claim

**PREMIUM:** \$6,564.00

**ENDORSEMENTS FORMING PART OF THIS POLICY AT ISSUANCE:**

LIU3000 (04/02) LIU3023 (04/02)  
LIU3013 (04/02) LIU3022 (04/02)

This Declarations page, together with the Application, the attached Lawyers Professional Liability Insurance Policy, and all endorsements thereto, shall constitute the contract between Liberty Insurance Underwriters, Inc. and the Named Insured identified above. This policy is valid only if signed below by a duly authorized representative of Liberty Insurance Underwriters, Inc.

  
Authorized Representative

January 09, 2009  
Issue Date



LIU 3019 Ed. 04 02

## AMENDMENT TO DECLARATIONS ENDORSEMENT

This endorsement, which is effective at 12:01AM on 10/01/2009  
Forms a part of policy number LPA 195451-019  
issued to

Houlihan, Managhan & Kyle, LLP  
Counsellors at Law

This endorsement modifies Declarations applicable to coverage provided under the following:

### LAWYERS PROFESSIONAL LIABILITY POLICY

The item(s) specifically selected by an "x" in the appropriate box are amended as indicated. Only those items selected are changed.

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The item of the Declarations entitled **NAMED INSURED AND ADDRESS** is replaced by the following:

**NAMED INSURED AND ADDRESS:**  
Houlihan, Managhan & Kyle, Ltd.  
2 Marlborough Street  
Newport RI 02840-2516

☐

The item of the Declarations entitled **POLICY PERIOD** is replaced by the following:

**POLICY PERIOD:** From: To:  
(12:01 AM at the Named Insured's address set forth above)

☐

The item of the Declarations entitled **LIMIT OF LIABILITY** is replaced by the following:

**LIMITS OF LIABILITY:** Each Claim  
Aggregate

☐

The item of the Declarations entitled **DEDUCTIBLE** is replaced by the following:

**DEDUCTIBLE:** Each Claim  
Aggregate

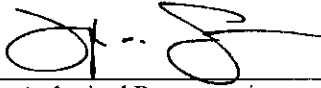
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The item of the Declarations entitled **Premium** is replaced by the following:

### PREMIUM

**ADDITIONAL PREMIUM/RETURN PREMIUM  
STATE SURCHARGE (IF APPLICABLE)  
TAX (IF APPLICABLE)  
TOTAL AMOUNT DUE COMPANY/INSURED**

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

By:   
Authorized Representative

10/01/2009  
Date