

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 3:33

**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 Artistic Surgical Associates, Inc.

~~This is a close corporation pursuant to § 7-1.2.1 of the General Laws, 1956, as amended. (Strike if inapplicable.)~~

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

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 no par value

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 301 Promenade Street

(Street Address, not P.O. Box)

Providence, RI 02908 and the name of its initial registered agent

(City/Town)

(Zip Code)

at such address is Cynthia J. Warren

(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**

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7. Additional provisions, if any, not inconsistent with Chapter 7-1.2 which the incorporators elect to have set forth in these Articles of Incorporation:

See Exhibit A attached

Multiple horizontal lines for additional provisions.

8. The name and address of each incorporator is:

<u>Name</u>	<u>Address</u>
Cynthia J. Warren	301 Promenade Street, Providence, RI 02908

9. These Articles of Incorporation shall be effective upon filing unless a specified date is provided which shall be no later than the 90<sup>th</sup> day after the date of this filing \_\_\_\_\_

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: October 2, 2009

Cynthia J. Warren

Signature of each Incorporator

**ARTISTIC SURGICAL ASSOCIATES, INC.**

**PROFESSIONAL SERVICE CORPORATION  
ARTICLES OF INCORPORATION**

**Exhibit A**

7. Additional provisions, if any, not inconsistent with Chapters 7-1.2 and 7-5.1 (collectively, the "Act") which the incorporators elect to have set forth in these Articles of Incorporation:

1. Action by the shareholders pursuant to Rhode Island General Laws Section 7-1.2-707 is hereby authorized.
2. In addition to any qualification required by applicable law, shares of the Corporation's stock may only be held by persons employed by the Corporation, its successors and assigns. Upon termination of a shareholder's employment by the Corporation, he or she shall sell, and the Corporation shall buy, any shares of the Corporation's stock held by such individual for the amount the shareholder originally paid for such shares, unless there is an agreement among the shareholders specifying a different purchase price, in which case the agreement among the shareholders shall control.
3. (A) No Director of the Corporation shall be liable to the Corporation or to its stockholders for monetary damages for breach of the Director's duty as a Director; provided, however, that this Article 7 shall not eliminate or limit the liability of a Director: (i) for any breach of the Director's duty of loyalty to the Corporation or to its stockholders; (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) the liability imposed pursuant to the provisions of R.I.G.L. Section 7-1.2-811 (as in effect or as hereafter amended); or (iv) for any transaction from which the Director derived an improper personal benefit unless said transaction is permitted by R.I.G.L. Section 7-1.2-807 (as in effect or as hereafter amended). If the Rhode Island General Laws are amended after the adoption of this Article 7 to authorize corporate action further eliminating or limiting the personal liability of Directors, then the liability of each Director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Rhode Island General Laws, as so amended. Neither the amendment nor repeal of this Article 7 nor the adoption of any provision of these Articles of Incorporation inconsistent with this Article 7 shall eliminate or reduce the effect of this Article 7 in respect of any matter occurring, or any cause of action, suit or claim that, but for this Article 7, would occur or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

(B) The Directors of the Corporation may include provisions in the Corporation's by-laws, or may authorize agreements to be entered into with each Director, officer, employee or other agent of the Corporation (an "Indemnified Person"), for the purpose of indemnifying an Indemnified Person in the manner and to the extent permitted by the Act.

In addition to the authority conferred upon the Directors of the Corporation by the foregoing paragraph, the Directors of the Corporation may include provisions in its by-laws, or may authorize agreements to be entered into with each Indemnified Person, for the purpose of indemnifying such person in the manner and to the extent provided herein:

(i) The by-law provisions or agreements authorized hereby may provide that the Corporation shall, subject to the provisions of this Article, pay, on behalf of an Indemnified Person any Loss or Expenses arising from any claim or claims which are made against the Indemnified Person (whether individually or jointly with other Indemnified Persons) by reason of any Covered Act of the Indemnified Person.

(ii) For the purposes of this Article, when used herein:

(1) "Directors" means any or all of the directors of the Corporation or those one or more shareholders or other persons who are exercising any powers normally vested in the Board of Directors.

(2) "Loss" means any amount which an Indemnified Person is legally obligated to pay for any claim for Covered Acts and shall include, without being limited to, damages, settlements, fines, penalties or, with respect to employee benefit plans, excise taxes;

(3) "Expenses" means any expenses incurred in connection with the defense against any claim for Covered Acts, including, without being limited to, legal, accounting or investigative fees and expenses or bonds necessary to pursue an appeal of an adverse judgment; and

(4) "Covered Act" means any act or omission of an Indemnified Person in the Indemnified Person's official capacity with the Corporation and while serving as such or while serving at the request of the Corporation as a member of the governing body, officer, employee or agent of another corporation, including, but not limited to corporations which are subsidiaries or affiliates of the Corporation, partnership, joint venture, trust, other enterprise or employee benefit plan.

(iii) The by-law provisions or agreements authorized hereby may cover Loss or Expenses arising from any claims made against a retired Indemnified Person, the estate, heirs or legal representatives of a deceased Indemnified Person or the legal representative of an incompetent, insolvent or bankrupt Indemnified

Person, where the Indemnified Person was an Indemnified Person at the time the Covered Act upon which such claims are based occurred.

(iv) Any by-law provisions or agreements authorized hereby may provide for the advancement of Expenses to an Indemnified Person prior to the final disposition of any action, suit or proceeding, or any appeal therefrom, involving such Indemnified Person and based on the alleged commission by such Indemnified Person of a Covered Act, subject to an undertaking by or on behalf of such Indemnified Person to repay the same to the Corporation if the Covered Act involves a claim for which indemnification is not permitted under clause (v), below, and the final disposition of such action, suit, proceeding or appeal results in an adjudication adverse to such Indemnified Person.

(v) The by-law provisions or agreements authorized hereby may not indemnify an Indemnified Person from and against any Loss, and the Corporation shall not reimburse for any Expenses, in connection with any claim or claims made against an Indemnified Person which the Corporation has determined to have resulted from: (1) any breach of the Indemnified Person's duty of loyalty to the Corporation or its stockholders; (2) acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law; (3) action contravening Section 811 of the Act; or (4) a transaction (other than a transaction approved in accordance with Section 807 of the Act) from which the person seeking indemnification derived an improper personal benefit.

Fax:

Sep 30 2009 03:14am P002/003

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID OC  
FORM - 1

DATE (MM/DD/YYYY)  
09/29/09

**PRODUCER**  
 Paolino Insurance Agency, Inc.  
 26 Ship Street  
 Providence RI 02903-4217  
 Phone: 401-421-2888 Fax: 401-421-5942

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
 Curtis J. Perry, MD  
 Artistic Surgical Center Inc.  
 and/or Artistic Surgical  
 Associates Inc.  
 157 South County Trail  
 East Greenwich RI 02818

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: <b>MSJUA - RI</b>	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NEW RENEWAL DATE	TYPE OF INSURANCE	POLICY NUMBER	START DATE	EXPIRATION DATE	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> OCCUR <input type="checkbox"/> LOC				EACH OCCURRENCE \$ PRODUCTS - COMM'AL AGG \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACC \$ OTHER THAN AUTO ONLY: SA ACC \$ AGG \$
	<b>UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> ANY PROVISION PARTIAL EXECUTIVE OFFICER'S LIABILITY EXCLUDED? If yes, describe below: SPECIAL PROVISIONS below: OTHER				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Prof. Liability	JUA C0397	10/01/09	10/01/10	Each Medical Incident: 1,000,000 Aggregate: 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**SPECIALTY CODE: 80155-OTORHINOLARYNGOLOGY WITH PLASTIC SURGERY;**  
**"CLAIMS-MADE" BASIS; RETRO DATE: 10/01/02**

### CERTIFICATE HOLDER

**KENT COUNTY MEMORIAL HOSPITAL**  
 ATTN: MEDICAL STAFF OFFICE  
 455 TOLLGATE ROAD  
 WARWICK RI 02886

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER MAILED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION ON LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
*[Signature]*

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ACORD 28 (2001/08)



# 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 handwritten signature in black ink that reads "A. Ralph Mollis".

A. RALPH MOLLIS

*Secretary of State*

