Filing and License Fee: $230.00 minimum

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
Office of the Secretary of State
Division of Business Services
148 W. River Street
Providence, Rhode Island 02904-2615

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SECRETARY OF STATE
CORPORATIONS DIV
2015 AUG 21 AM 10: 51

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

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CORPORATIONS DIV
2015 AUG 21 PM 12: 26

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:

See addendum attached hereto.

4. The address of the initial registered office of the corporation is:

144 Wayland Avenue
(Street Address, **not** P.O. Box)

Providence, RI **02906** and the name of its initial registered agent at
(City/Town) (Zip Code)

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.

12:26 pm

FILED

AUG 21 2015

By 255040

KM

Form No. 112
Revised: 12/05

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 addendum attached hereto.

8. The name and address of each incorporator is:

Name	*Address*
Matthew D. Bussey	**144 Wayland Avenue, Providence, RI 02906**

9. These Articles of Incorporation shall be effective upon filing unless a specified date is provided which shall be no later than the 90th day after the date of this filing **immediately on 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: **August 21, 2015**

Signature of each Incorporator

ADDENDUM TO ARTICLES OF INCORPORATION OF
Zizik Professional Corporation

2. 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.

2.1. If any stockholder shall at any time desire to give, to sell, or to otherwise transfer 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 the 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. Nothing herein shall be interpreted to prevent a stockholder and the Corporation from making a binding agreement as to the method for determining the fair market value of said shares of stock.

2.2. 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.

2.3. 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.

2.4. 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.

2.5. 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.

6.4. 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.

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

6.6. 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 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 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 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 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.

6.7. Meetings of the stockholders of the Corporation may be held anywhere in the United States of America.

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

ZIZIPOW-01 TETAMENI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/10/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Willis of Michigan, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 37230-5191

CONTACT NAME: Willis Certificate Center
PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : North River Insurance Company	21105
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Zizik Professional Corporation
690 Canton Street, #306
Westwood, MA 02090

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab.			To Follow	08/12/2015	08/12/2016	See Attached	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Insurance Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Leonard R. Dyer Jr.

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ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
POLICY TYPE: Professional Liability **CARRIER: North River Insurance Company** **POLICY TERM: 08/12/2015 – 08/12/2016** **POLICY NUMBER: To Follow**	**Per Claim: $3,000,000** **Aggregate: $4,000,000** **Deductible – Per Claim: $10,000**

State of Rhode Island and Providence Plantations
Department of State | Office of the Secretary of State
Nellie M. Gorbea, *Secretary of State*

I, NELLIE M. GORBEA, 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:

August 21, 2015 12:26 PM

Nellie M. Gorbea
Secretary of State

124092-2-236937