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 CORPORATIONS DIV  
 2018 JUL 11 AM 9:43

**Article of Incorporation**  
**Professional Service Corporation**

→ Filing Fee: \$230.00 minimum

The undersigned acting as incorporator(s) of a professional service corporation under RIGL 7-5.1 and 7-1.2, adopt(s) the following Articles of Incorporation for such corporation:

1. The name of the corporation is:  
 Endodontic Associate, Ltd.

Is this a close corporation pursuant to RIGL 7-1.2-1701 of the General Laws, 1956, as amended?  Yes  No

2. The profession to be practiced through the professional service corporation is:  
 Provision of professional endodontic services, any ancillary purposes, and all other lawful purposes.

3. The total number of shares which the corporation has the authority to issue is:  
*(Unless otherwise stated, all authorized shares are deemed to have a nominal or par value of \$0.01 per share.)*

Total Authorized Shares (Number of Shares)	Class of Stock	Par Value Per Share
8,000	Common with par	\$0.01
_____	_____	_____
_____	_____	_____

If you desire, you may include a statement of all or any of the designations and the power, preferences, and rights, including voting rights, and the qualifications, limitations, or restrictions of them which are permitted by the provisions of RIGL 7-1.2. State any provisions here (optional):  
 Please see attached addendum. Check the box to indicate an attachment

4. The name and address of the initial registered agent/office in Rhode Island is:

Agent Name: Orson and Brusini Ltd.

Street Address (NOT a P.O. Box): 144 Wayland Avenue

City/Town: Providence	State: RHODE ISLAND	Zip Code: 02906
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5. The corporation shall have perpetual existence until dissolved or terminated in accordance with RIGL 7-1.2.

**MAIL TO:**  
 Division of Business Services  
 148 W. River Street, Providence, Rhode Island 02904-2615  
 Phone: (401) 222-3040  
 Website: www.sos.ri.gov

**FILED** 9:43  
 JUL 11 2018  
 BY AT 334608

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

Please see attached addendum.

Check the box to indicate an attachment

7. The name and address of each incorporator is:

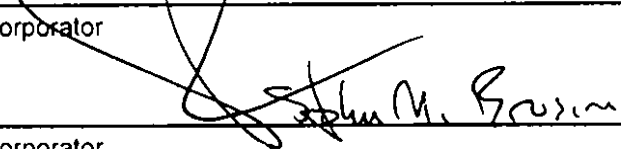
Name Stephen M. Brusini, Esq.	Address 144 Wayland Avenue	
City/Town Providence	State RHODE ISLAND	Zip Code 02906
Name	Address	
City/Town	State	Zip Code
Name	Address	
City/Town	State	Zip Code

8. Date when these Articles of Incorporation will be effective: CHECK ONLY ONE BOX

Date received (Upon filing)

Later effective date (Date must be no more than 90 days from the day of 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.*

Signature of Incorporator 	Date July 9, 2018
Signature of Incorporator	Date
Signature of Incorporator	Date

**ADDENDUM TO ARTICLES OF INCORPORATION OF**  
**Endodontic Associate, 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.

**3.6.** Every stockholder, officer, and director shall be an individual authorized to practice the profession of dentistry and shall be actively employed by the Corporation in such practice.

**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 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.

**6.7.** 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.

<i>Retroactive Date:</i>	07/05/2017	<i>Insured's Profession:</i>	DENTISTRY
<i>Policy No.</i>	820328	<i>The Insured:</i>	
<i>The Premium \$</i>	1387	GREGORY S WARNE DDS	
TOTAL	1387	4995 SOUTH COUNTY TRAIL	
		CHARLESTOWN RI 02813	

*Per Claim Filed \$* 4,000,000      *Annual Aggregate \$* 6,000,000

*The term of this policy shall begin and end at 12:01 a.m., standard time, at the place where the Insured resides*  
and be from 

MO	DAY	YEAR	to	MO	DAY	YEAR
07	05	2018		07	05	2019

*In Witness Whereof, The Medical Protective Company has caused this policy to be signed by its President and its Secretary and countersigned by its duly authorized representative.*

*Timothy J. Kerney*  
PRESIDENT

*Angela L. Ackerman*

*Angela Adams*  
SECRETARY

COUNTERSIGNED  
CMI-10-06

In the Event of Claim, Threatened or Filed,  
IMMEDIATELY NOTIFY THE MEDICAL PROTECTIVE COMPANY, FORT WAYNE, INDIANA

FOR SERVICE CALL:

TRELOAR & HEISEL INC.  
PROFESSIONAL LIABILITY POLICY  
Continuous service to the profession since 1899

@ 800-345-6040

RN

**CERTIFICATE OF LIABILITY INSURANCE**

PRODUCER: TRELCOAR & HEISEL INC  
 134 E WASHINGTON ST  
 NEW CASTLE, PA 16101

INSURED: GREGORY WARNE, DDS  
 4995 SOUTH COUNTY TRAIL  
 CHARLESTOWN, RI 02813

DATE: 06/29/2018

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.

INSURERS AFFORDING COVERAGE

**INSURER A: The Medical Protective Company**

5814 Reed Road, Fort Wayne IN 46835  
 NAIC number - 11843, www.medpro.com

Specialty: ENDODONTIST

**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.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ PER CLAIM \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$
	AUTOMOBILE LIABILITY <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 <input type="checkbox"/> _____				COMBINED SINGLE LIMIT (Each accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	PROFESSIONAL LIABILITY <input type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> CLAIMS MADE RETRO DATE: 07/05/2017	820328	07/05/2018	07/05/2019	PER OCCURRENCE \$ PER CLAIM \$ 4,000,000 ANNUAL AGGREGATE \$ 6,000,000
	EXCESS LIABILITY <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EA ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$
	OTHER EMPLOYMENT PRACTICES LIABILITY DEFENSE COVERAGE RETRO DATE:				PER OCCURRENCE LIMIT OF DEFENSE \$ AGGREGATE LIMIT OF DEFENSE \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SEE POLICY FOR SPECIFIC COVERAGE INFORMATION/SPECIAL PROVISIONS

CERTIFICATE HOLDER	CANCELLATION
GREGORY WARNE 4995 SOUTH COUNTY TRAIL CHARLESTOWN, RI 02813	THE MEDICAL PROTECTIVE COMPANY WILL NOT BE RESPONSIBLE FOR INFORMING THE CERTIFICATE HOLDER OF ANY CHANGES IN COVERAGE OR IN THE LIMITS OF LIABILITY OR IN THE EVENT OF THE TERMINATION OR CANCELLATION OF THE POLICY.  The Medical Protective Company Representative 