

Filing Fee: \$150.00



# State of Rhode Island and Providence Plantations

OFFICE OF THE SECRETARY OF STATE  
CORPORATIONS DIVISION  
100 NORTH MAIN STREET  
PROVIDENCE, RI 02903-1335

Corp. I.D. # 89818

## BUSINESS CORPORATION

## ARTICLES OF INCORPORATION

The undersigned acting as incorporator (s) of a corporation under Chapter 7-1.1 of the General Laws, 1956, as amended, adopt(s) the following Articles of Incorporation for such corporation:

FIRST: The name of the corporation is .....

Dr. Michael C. Souza, Inc.

(A close corporation pursuant to §7-1.1-51 of the General Laws, 1956, as amended) (strike if inapplicable)

SECOND: The period of its duration is (if perpetual, so state) ...perpetual.....

THIRD: The purpose or purposes for which the corporation is organized are:

To provide primary medical care and to engage in all lawful activities for which corporations may be organized under the Rhode Island Business Corporation Act, as amended.

RECEIVED  
SECRETARY OF STATE  
MAY 30 1996

FILED  
MAY 30 1996  
By [Signature]  
162042

FOURTH: The aggregate number of shares which the corporation shall have authority to issue is:

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

(If the authorized shares are to consist of one class only, state the par value of such shares or a statement that all of such shares are to be without par value.)

All shares of stock shall have One (\$.01) Cent par value.

or

(b) *If more than one class:* Total number of shares .....

(State (A) the number of shares of each class thereof that are to have a par value and the par value of each share of each such class, and/or (B) the number of such shares that are to be without par value, and (C) a statement of all or any of the designations and the powers, preferences and rights, including voting rights, and the qualifications, limitations or restrictions thereof, which are permitted by the provisions of title 7 of the General Laws in respect of any class or classes of stock of the corporation and the fixing of which by the articles of association is desired, and an express grant of such authority as it may then be desired to grant to the board of directors to fix by vote or votes any thereof that may be desired but which shall not be fixed by the articles.)

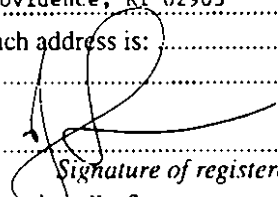
FIFTH: Provisions (if any) dealing with the preemptive right of shareholders pursuant to §7-1.1-24 of the General Laws, 1956, as amended:

The provisions of Section 7-1.1-24 of the General Laws of Rhode Island, 1956, as amended, are incorporated herein by reference and made a part hereof.

SIXTH: Provisions (if any) for the regulation of the internal affairs of the corporation:

All provisions relating to the regulation of the internal affairs of the corporation shall be contained in the bylaws.

SEVENTH: The address of the initial registered office of the corporation is  
321 South Main Street, Suite 200, Providence, RI 02903 (add Zip Code)  
and the name of its initial registered agent at such address is:  
Jonathan N. Savage

  
Signature of registered agent  
Jonathan N. Savage

EIGHTH: The number of directors constituting the initial board of directors of the corporation is Zero (0) and the names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and shall qualify are:

(If this is a close corporation pursuant to §7-1.1-51 of the General Laws, 1956, as amended, state the name (s) and address (es) of the officers of the corporation.)

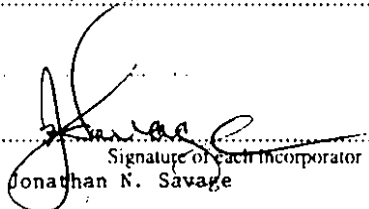
Name	Address
Michael C. Souza - President	346 East Road, Tiverton, RI 02878
Michael C. Souza - Secretary	346 East Road, Tiverton, RI 02878
Michael C. Souza - Treasurer	346 East Road, Tiverton, RI 02878

NINTH: The name and address of each incorporator is:

Name	Address
Jonathan N. Savage	321 South Main Street, Providence, RI 02903

TENTH: Date when corporate existence to begin (not more than 30 days after filing filing of these articles of incorporation):

Upon the filing of these Articles of Incorporation.  
Dated May 28, 19 96

  
Signature of each incorporator  
Jonathan N. Savage

STATE OF RHODE ISLAND }  
COUNTY OF Providence } In the City of Providence  
in said County this 28th day of May, A.D. 1996  
then personally appeared before me Jonathan N. Savage

each and all known to me and known by me to be the parties executing the foregoing instrument,  
and they severally acknowledged said instrument by them subscribed to be their free act and  
deed.

*Bernadette A. Lerra*  
Notary Public  
BERNADETTE A. LERRA

# THE MEDICAL PROTECTIVE COMPANY OF FORT WAYNE, INDIANA

(A STOCK INSURANCE COMPANY HEREIN CALLED THE COMPANY)

In Consideration of the payment of the premium, receipt of which is hereby acknowledged, and subject to the limits of liability and the other terms of this policy, the Company hereby agrees to DEFEND and PAY DAMAGES, in the name and on behalf of the Insured or his estate,

A IN ANY CLAIM FOR DAMAGES, AT ANY TIME FILED, BASED ON PROFESSIONAL SERVICES RENDERED OR WHICH SHOULD HAVE BEEN RENDERED, BY THE INSURED OR ANY OTHER PERSON FOR WHOSE ACTS OR OMISSIONS THE INSURED IS LEGALLY RESPONSIBLE, IN THE PRACTICE OF THE INSURED'S PROFESSION DURING THE TERM OF THIS POLICY; EXCEPT this policy does not cover

- 1 any liability growing out of the ownership, operation or supervision by the Insured or an employee of the Insured of (a) any hospital, sanitarium, clinic with bed and board facilities or (b) any business enterprise, whether or not related to patient care and / or treatment;
- 2 payment of damages (BUT WILL DEFEND) in any claim for damages if said damages are in consequence of the performance of a criminal act or willful tort or sexual act;
- 3 any vicarious liability of the Insured arising out of membership or participation in a partnership;
- 4 any liability of any corporation or association of which the Insured is an owner or shareholder or of which the Insured has any financial interest;
- 5 any liability covered under a workmen's compensation, automobile, fire or general liability policy;
- 6 any punitive damages or damages over and above actual compensatory damages, which may be assessed against the Insured.

B Upon receipt of notice the Company shall immediately assume its responsibility for the defense of any such claim. Such defense shall be maintained until final judgment in favor of the Insured shall have been obtained or until all remedies by appeal, writ of error or other legal proceedings deemed reasonable and appropriate by the Company shall have been exhausted at the Company's cost and without limit as to the amount expended. However, the Company shall not be obligated to defend any claim after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

C The Company shall furnish a bond, not to exceed the stated amount for any one occurrence, required to appeal a judgment hereunder, but shall not be liable for more than a pro rata share of interest payments on appealed judgments.

D The Company shall not compromise any claim hereunder without the consent of the Insured.

E Except as respects the cost of defense provided under paragraph B and the premium on any bond furnished under paragraph C, the Company's liability is limited as follows: Regardless of the number of (a) insureds or interests named in this contract or any endorsement or (b) persons or organizations who sustain damages or (c) claims made or suits brought on account of such injury or damage or (d) the number of policy years involved or (e) the imposition of prejudgment interest on any final adjudication against the insured, the Company's total liability for damages including prejudgment interest shall not exceed the stated amount for any one occurrence and, subject to the same limit for each occurrence, the Company's total liability during any one policy year shall not exceed the stated annual aggregate.

Furthermore, for the purpose of determining the Company's liability, the following shall be considered as arising from one occurrence:

- a) all injury resulting from a series of acts or omissions in rendering professional services to one person and
- b) all injury arising out of continuous or repeated exposure to substantially the same general conditions.

Upon the following conditions:

1 The Insured shall notify the Compa. at its General Offices, Fort Wayne, Indiana, its agent, as soon as possible, of any threatened claim, with full information relative to the services rendered; and in event such claim is filed in court shall immediately forward any and all summons or process served together with the original or a copy of any and all other papers relating to said claim.

2 The Insured shall not (a) make any bold harmless agreements or contract any expense nor voluntarily assume any liability in any situation nor (b) make or contract any settlement of a claim hereunder, except at his own cost and responsibility, without the written authorization of the Company. The Insured shall at all times fully cooperate with the Company in any claim hereunder and shall attend and assist in the preparation and trial of any such claim.

3 The Insured shall be authorized to practice his profession under the laws of the State or States in which he practices.

4 Other Insurance—The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the Insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this policy for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

5 No action shall be maintained against the Company to recover a loss covered by this policy unless brought after the amount of such loss shall have been fixed either by a final judgment against the Insured by the court of last resort after trial of the issue or by agreement between the parties with the written consent of the Company and unless brought within two years and one day after such judgment or written agreement, except that, if such period is in conflict with the statutes of the state wherein this policy is issued, it is hereby amended to conform with such statutes. Any person or his legal representative who has secured such judgment or written agreement shall thereafter be entitled to recover under the terms of this policy in the same manner and to the same extent as the Insured. Nothing contained in this policy shall give any person or organization any right to join the Company as a co-defendant in any action against the Insured to determine the Insured's liability. Bankruptcy or insolvency of the Insured shall not relieve the Company of any of its obligations hereunder.

6 The interest of the Insured under this policy shall not be assignable to any other person.

7 This policy may be cancelled by the Insured by mailing to the Company or any of its authorized representatives, written notice, stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company by mailing, postage prepaid, to the Insured at the last address on record with the Company written notice stating when, not less than 30 days thereafter such cancellation shall be effective. If the Insured cancels, earned premium shall be computed in accordance with the standard short rate tables and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustments shall be made within a reasonable period of time after cancellation, but payment of or tender of such unearned premium shall not be a condition of cancellation.

8 By acceptance of this policy the Insured agrees that this policy embodies all agreements existing between himself and the Company or any of its agents relating to this insurance.

9 The following space is intended for waivers, exceptions and endorsements. If any, they shall become part of this policy.

125 386 602 672

Insured's Profession: MEDICINE

The Insured:

Policy No.	614125	MICHAEL C SOUZA DO
The Premium \$	6704	851 MAIN ST
TOTAL	6704	WARREN RI 02885-4371

One Occurrence \$ 1,000,000 Annual Aggregate \$ 3,000,000  
The term of this policy shall begin and end at 12:01 a.m., standard time, at the place where the Insured resides

MO.	DAY	YEAR	MO.	DAY	YEAR		
and be from	06	20	95	to	06	20	96

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.

  
PRESIDENT

  
SECRETARY

COUNTERSIGNED  
T-6-86

IN THE EVENT OF CLAIM, THREATENED OR FILED.

IMMEDIATELY NOTIFY THE MEDICAL PROTECTIVE COMPANY, FORT WAYNE, INDIANA

FOR SERVICE CALL:

HICKEY AND ASSOCIATES

PROFESSIONAL LIABILITY POLICY  
Continuous service to the professional since 1899

@ 401-732-0290

NW