

Filing Fee: \$150.00

ID Number: 117922



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Office of the Secretary of State
Corporations Division
100 North Main Street
Providence, Rhode Island 02903-1335

BUSINESS CORPORATION

ORIGINAL 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:

1. The name of the corporation is Joseph A. Boivin, O.D., Ltd.

This is a case captioned as provided by 7-1.1-10 of the General Laws, 1956, as amended.

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

3. The specific purpose or purposes for which the corporation is organized are:

Optometry services and retail sale of eyewear and accessories and any and all lawful business for which corporations may be incorporated under Chapters 7-1.1 or 7-5.1 of the Rhode Island General Laws, 1956, as amended.

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

(a) If only one class: Total number of shares 4,000 (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.):

no 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 Chapter 7-1.1 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.):

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

See attached

FILED

10 APR 20 11 5 AM

10 APR 20 11 21 AM

APR 12 2001
By [Signature]

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

None

7. The address of the initial registered office of the corporation is 1340 Main Road (Street)

Tiverton, RI 02878 and the name of its initial registered agent at such address is
(City/Town) (Zip Code)

Stetson W. Eddy, Esquire

8. The number of directors constituting the initial board of directors of the corporation is one (1) 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 Section 7-1.1-51 of the General Laws, 1956, as amended, and there shall be no board of directors, state the titles of the initial officers of the corporation and the names and addresses of the persons who are to serve as officers until the first annual meeting of shareholders or until their successors be elected and qualify.)


| Title | Name | Address |
|-------|-------------------------|--|
| | <u>Joseph A. Boivin</u> | <u>222 Indian Point Road, Tiverton, RI 02878</u> |
| | | |
| | | |
| | | |

9. The name and address of each incorporator is:

| Name | Address |
|------------------------|---|
| <u>Stetson W. Eddy</u> | <u>1340 Main Road, Tiverton, RI 02878</u> |
| | |
| | |

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

Dated April 2, ~~19~~ 2001



 Signature of each incorporator

STATE OF RHODE ISLAND
COUNTY OF NEWPORT

In Tiverton, on this 2nd day of April, ~~19~~ 2001 personally appeared before me Stetson W. Eddy 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.

Elizabeth A. Seary
Notary Public
My Commission Expires: 6/18/01

FIFTH: A. No shareholder, including the executor or administrator of a deceased shareholder, shall have the right to sell, transfer (by gift or otherwise), pledge or encumber his stock in this Corporation unless he shall first have offered in writing to sell such stock to the Corporation (or if the corporation fails to purchase the same, then to all of the other shareholders) at the lowest price at which he is willing to sell the same, and the Corporation and/or the other shareholders have either refused to purchase all of said offered stock or have neglected to exercise their option to purchase within twenty (20) days after the mailing of such notice as hereinafter set forth.

B. Any shareholder offering to sell his stock as aforesaid, shall state in writing the price at which he desires to sell said stock, and the Corporation shall have the right to purchase said stock at the price so stated provided the Corporation shall notify the selling shareholder in writing within twenty (20) days after the mailing to it of the offer to sell that it elects to exercise its option to purchase.

C. If the Corporation shall fail to accept the offer to purchase the stock within twenty (20) days after the mailing of the notice to it, the Corporation shall deliver to the selling shareholder a list of its shareholders and their mailing addresses as they appear on the Corporation's records, and the selling shareholder shall send a similar notice to the shareholders as disclosed by the Corporation. Each shareholder desiring to purchase shares shall notify the selling shareholder within twenty (20) days after the mailing of the notice to the shareholders as to the maximum number of shares he desires to purchase. Each such shareholder shall be entitled to purchase within the limits indicated the number of shares available equal to his shareholdings.

D. The offering shareholder shall not be obligated to sell less than the number of shares offered, and the attempt by the Corporation or the other shareholders to purchase less than the number of shares offered shall, at the election of the offering shareholder, be deemed to be a refusal to purchase the offered shares.

E. If either the Corporation or other shareholders shall elect to purchase all of the offered shares, the closing date shall be sixty (60) days after the date of the mailing of the notice to the Corporation or the mailing of the notices to the other shareholders, whichever shall be later.

F. If neither the Corporation nor the other shareholders shall elect to purchase all of the offered shares, the offering shareholder shall be free to sell the same at any time within six (6) months of the initial offer to sell to the Corporation, but for not less than the amount at which said shares were offered to the Corporation, without again first offering them to the Corporation and the shareholders as hereinbefore provided.

G. If the shares shall be sold to others as above provided, the Corporation and the other shareholders shall be entitled to statements under oath from seller and purchasers indicating compliance with the provisions hereof.

H. If offering shareholder shall intend to make a gift of said shares, the notice thereof shall be deemed to be an offer to sell, and if the option to purchase is accepted by the Corporation or the other shareholders, the price to be paid therefor shall be fixed by arbitration in accordance with the provisions of the Rhode Island Arbitration Act by three arbitrators, one chosen by the Corporation (the selling shareholder not participating directly or indirectly in said choice) a second chosen by the selling shareholder, and a third chosen by the two designated by the parties.

I. The Corporation and all of the other shareholders may waive the provisions of this paragraph at any time to permit the sale or transfer of any shares.

J. All notices required hereunder shall be made by certified mail or by personal delivery, and in the event of personal delivery the date of delivery shall be equivalent to the date of mailing.

MEMORANDUM OF INSURANCE

ISSUE DATE (MM/DD/YY)
04/02/01

PRODUCER
SEABURY & SMITH - CHICAGO
332 S. MICHIGAN AVENUE
CHICAGO, IL 60604
1-800-621-3008 X45105

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

COMPANY AFFORDING COVERAGE

COMPANY LETTER **A CHICAGO INSURANCE COMPANY**

INSURED
JOSEPH A. BOIVIN
1359 MAIN ROAD
TIVERTON, RI 02878-4426

325964

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

| CO LTR | TYPE OF INSURANCE | CERTIFICATE NUMBER | EFFECTIVE DATE (MM/DD/YY) | EXPIRATION DATE (MM/DD/YY) | ALL LIMITS IN THOUSANDS |
|--------|--|--------------------|---------------------------|----------------------------|--|
| | GENERAL LIABILITY OCCR. | | | | GENERAL AGGREGATE 10 PRODUCTS-COMPOPS AGGREGATE 0 PERSONAL & ADVERTISING INJURY 0 EACH OCCURRENCE 0 FIRE DAMAGE (ANY ONE FIRE) 0 MEDICAL EXPENSE (ANY ONE PERSON) 0 COMBINED SINGLE LIMIT 0 BODILY INJURY (Per Person) 0 BODILY INJURY (Per accident) 0 PROPERTY DAMAGE 0 |
| | AUTOMOBILE LIABILITY NON-OWNED AUTO | | | | ACTUAL LIMITS BELOW |
| A | PROFESSIONAL LIABILITY OPTOMETRIST | AHL-0902214 | 12/04/2000 | 12/04/2001 | 2,000,000/INCIDENT 4,000,000 AGGREGATE |

DESCRIPTION OF OPERATIONS/LOCATIONS/COVERED PERSONS/SPECIAL ITEMS EVIDENCE OF INSURANCE

MEMORANDUM HOLDER
ATTN: JOSEPH
FAX # (401) 625-5923

SHOULD THE ABOVE DESCRIBED CERTIFICATE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE MEMORANDUM HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

FAX/RC

JOAN F. O'SULLIVAN 04/02/01
AUTHORIZED REPRESENTATIVE



TOTAL P.01
P.01