

Filing Fee: \$150.00

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130952



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

ARTICLES OF INCORPORATION  
(To Be Filed In Duplicate Original)

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 University Family Medicine, Inc.

(This is a close corporation pursuant to § 7-1.1-51 of the General Laws, 1956, as amended.) (Strike if inapplicable.)

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:

To carry on any and all business that physicians, licensed to practice medicine in the  
state of Rhode Island, might be involved in, including but not limited to, the care and  
treatment of human patients, and also any other activity for which corporations may be  
organized under the Rhode Island Business Corporation Act.

4. 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 (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.):

Without 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, 1956, as amended, 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

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CORPORATIONS DIVISION

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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 321 South Main Street, Suite 301

(Street Address, not P.O. Box)

Providence, RI 02903

and the name of its initial registered agent

at such address is Mark G. Sylvia, Esq.

(City/Town) (Zip Code)  
(Name of Agent)

8. The number of directors constituting the initial board of directors of the corporation is 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 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.)

<u>Title</u>	<u>Name</u>	<u>Address</u>
<u>Pres.</u>	<u>David W. Ashley</u>	<u>MARK SYLVIA</u> <u>c/o 321 S. Main St. Prov. RI 02903</u>
<u>VP</u>	<u>Pierre E. Manza</u>	<u>c/o " " " "</u>
<u>Secretary</u>	<u>Ellen B. Hight</u>	<u>c/o " " " "</u>
<u>Treasurer</u>	<u>Karen Blackmer</u>	<u>c/o " " " "</u>

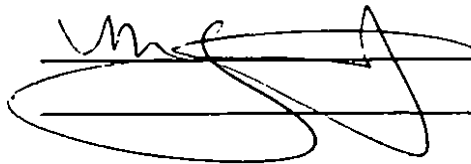
9. The name and address of each incorporator is:

<u>Name</u>	<u>Address</u>
<u>Mark G. Sylvia, Esq.</u>	<u>321 South Main Street, Suite 301; Providence, RI 02903</u>

10. Date when corporate existence is to begin upon filing of the Articles of Incorporation

(not prior to, nor more than 30 days after, the filing of these articles of incorporation)

Date: 3/5/03

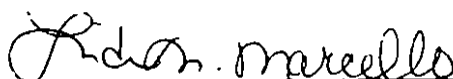


Signature of each Incorporator

STATE OF Rhode Island

COUNTY OF Providence

In Providence, on this 5th day of March, 2003, personally appeared before me Mark G. Sylvia, Esq. 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.

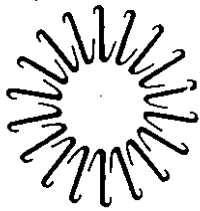


Notary Public Linda M. Marcello  
My Commission Expires: 7/20/04

5. Provisions dealing with the preemptive rights of shareholders pursuant to 7-1.1-24 of the General Laws, 1956, as amended: No holder of any shares of Common stock of this Corporation shall transfer any such stock without first offering this Corporation the opportunity to purchase said shares at the lowest price at which he/she is willing to dispose of the same. Said offer shall be in writing and shall include a true statement of the names and addresses of the transferee or transferees to whom said stockholder intends to transfer his/her shares if his/her said offer is not accepted by the Corporation as hereinafter provided. Said offer and statement shall be addressed and delivered to the Secretary of the Corporation (or in case the stockholder making such offer be the Secretary, then to the President) and the Secretary or the President, as the case may be, shall thereupon call or cause to be called a special meeting of the Board of Directors, or if no Board of Directors, then of the stockholders of the Corporation, to be held within twenty (20) days after the receipt of said offer for the purpose of taking action with respect to the same. This Corporation, through its Board of Directors, or if no Board of Directors, then its stockholders, shall have ten (10) days after the time fixed for the holding of such special meeting of the Board of Directors, or if no Board of directors, then of the stockholders, to accept or reject said offer, and until action thereof shall be taken or until the expiration of said ten (10) days, whichever shall first occur, no transfer of any of said shares shall be made by the stockholder submitting the offer. If, however, the Corporation shall reject said offer, or if no action shall be taken by the Board of Directors, or if no Board of Directors, then by the stockholders, prior to the expiration of said ten (10) days, said stockholder shall then offer said shares to the other Common stockholders of the Corporation, such offer to such stockholders to be in proportion to their respective existing Common stockholdings in the Corporation. Said stockholders shall have ten (10) days from the receipt of the written offer from the stockholder proposing to sell his/her shares to accept or reject said offer and to pay the purchase price of said shares to the selling stockholder. If any one or more of said stockholders shall not elect to purchase his/her proportionate part of the shares contained in said offer, then the remaining Common stockholders shall have the right to purchase said shares in proportion to their respective individual Common shareholdings in the Corporation, with the end in view that no transfer of any shares of the Common stock of this Corporation shall be made to any person who is not a Common stockholder, unless either the Corporation itself or the Common stockholders shall have the opportunity to purchase the shares which it is desired to sell. If neither the corporation nor the stockholders shall purchase said shares, then the stockholder who intends to transfer his/her shares may transfer said shares to any person within three (3) months after the rejection by the Corporation and the other shareholders of his/her offer to sell said shares to the Corporation or to the other stockholders as the case may be. No future offer to transfer said shares shall be made by any such stockholder without again complying with the provisions hereof. All transfers of the Common stock of this Corporation (except transfers upon the death of a stockholder from his/her estate to his/her next of kin or to the legatee or legatees named in his/her will or transfers by a gift inter vivos to any member of the stockholder's family) are intended to be included in the prohibitions of this paragraph, including, but without limiting the generality of the foregoing, a transfer by virtue of a pledge, attachment or other encumbrance. Any transfer contrary to the foregoing provisions shall be void.

The Corporation by resolution of its Board of Directors, or if no Board of Directors, then of the stockholders, adopted at a meeting of such Directors, or if no Directors, then of the stockholders, duly held for that purpose may waive the provisions hereof with respect to any particular transfer. Notwithstanding the foregoing, every holder of stock in the corporation shall be duly licensed to practice medicine in the state of RI and be actively employed by the Close Corporation.

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# Lifespan Risk Services, Inc.

The Coro Building  
167 Point Street, Suite 170  
Providence, RI 02903  
Tel: 401-444-8273  
Fax: 401-444-8963

## LIFESPAN MALPRACTICE PLAN (LMP) HEALTHCARE PROVIDER PROFESSIONAL LIABILITY (RI-INDEM) VERIFICATION OF INDEMNIFICATION

This is to verify that the individual listed below is indemnified for healthcare provider professional liability claims in accordance with the Indemnification Agreement referenced below provided by the Indemnifying Lifespan Hospital identified below.

- Indemnification only applies to the individual's activities and services that are part of such individual's relationship with the MPG listed below.
- Indemnification is contingent upon the individual's continuing to meet the criteria for indemnification, including any applicable annual certification of compliance of the LMP.

All inquiries concerning this indemnification should be directed to Lifespan Risk Services, Inc. at the address noted above.

### 2002/2003 LMP - RI INDEMNIFICATION

Indemnifying Lifespan Hospital:

Indemnified Individual:

Indemnified Medical Practice Group (MPG):

Indemnification Agreement Number:

Indemnification Retroactive Date:

Original Inception Date:

Exposures Covered by this Indemnification Agreement:

Current Indemnification Coverage Period:

Limits of Indemnification:

Rhode Island Hospital

Ashley, David, MD

RIH Medical Foundation, Inc.; University Medicine  
Foundation, Inc.

2003-010896

07/01/96

07/01/96

Healthcare Provider Professional Liability (claims made)

10/01/2002 - 09/30/2003

\$2,000,000 Each Indemnitee / claim

\$6,000,000 Each Indemnitee / annual aggregate

Other Approved Locations:

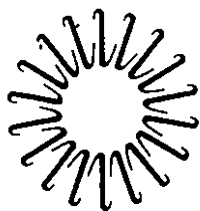
### CAVEAT

This Verification of Indemnity is issued as a matter of information only and confers no rights whatsoever upon the recipient or the listed indemnified individual. All questions as to the specific indemnification afforded under the Indemnification Agreement should be determined by reference to such Agreement. This Verification of Indemnity does not alter, amend, waive or vary any of the terms or conditions of such Agreement. Lifespan Risk Services, Inc. assumes no responsibility for any mistake or failure to give notice of any changed circumstances affecting indemnity. Other indemnity is neither expressed nor implied.

Kathleen L. Lavalley, CPHRM  
Insurance and Business Manager  
Lifespan Risk Services, Inc.

09/27/2002

Date signed



# Lifespan Risk Services, Inc.

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### 2002/2003 LMP - RI INDEMNIFICATION

Indemnifying Lifespan Hospital:	Rhode Island Hospital
Indemnified Individual:	Manzo, Pierre, MD
Indemnified Medical Practice Group (MPG):	RIH Medical Foundation, Inc.; University Medicine Foundation, Inc.
Indemnification Agreement Number:	2003-011096
Indemnification Retroactive Date:	07/15/96
Original Inception Date:	07/15/96
Exposures Covered by this Indemnification Agreement:	Healthcare Provider Professional Liability (claims made)
Current Indemnification Coverage Period:	10/01/2002 - 09/30/2003
Limits of Indemnification:	\$2,000,000 Each Indemnatee / claim \$6,000,000 Each Indemnatee / annual aggregate

Other Approved Locations:

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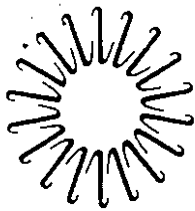
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09/27/2002

Date signed



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### 2002/2003 LMP - RI INDEMNIFICATION

Indemnifying Lifespan Hospital:

Rhode Island Hospital

Indemnified Individual:

Hight, Ellen B., M.D.

Indemnified Medical Practice Group (MPG):

University Medicine Foundation, Inc.

Indemnification Agreement Number:

2003-014000

Indemnification Retroactive Date:

06/05/00

Original Inception Date:

06/05/00

Exposures Covered by this Indemnification Agreement:

Healthcare Provider Professional Liability (claims made)

Current Indemnification Coverage Period:

10/01/2002 - 09/30/2003

Limits of Indemnification:

\$2,000,000 Each Indemnatee / claim

\$6,000,000 Each Indemnatee / annual aggregate

Other Approved Locations:

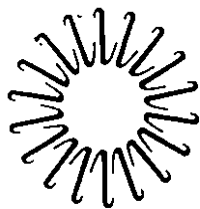
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### 2002/2003 LMP - RI INDEMNIFICATION

Indemnifying Lifespan Hospital:	Rhode Island Hospital
Indemnified Individual:	Blackmer, Karen, MD
Indemnified Medical Practice Group (MPG):	RHH Medical Foundation, Inc.; University Medicine Foundation, Inc.
Indemnification Agreement Number:	2003-011196
Indemnification Retroactive Date:	08/08/96
Original Inception Date:	08/08/96
Exposures Covered by this Indemnification Agreement:	Healthcare Provider Professional Liability (claims made)
Current Indemnification Coverage Period:	10/01/2002 - 09/30/2003
Limits of Indemnification:	\$2,000,000 Each Indemnitee / claim \$6,000,000 Each Indemnitee / annual aggregate

Other Approved Locations:

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09/27/2002

Date signed