

AMENDED AND RESTATED BYLAWS

OF

SOUNDPATH HEALTH, INC.

ARTICLE 1. OFFICES

The principal office of Soundpath Health, Inc., a Washington corporation (the "**Corporation**") in the State of Washington shall be located at 32129 Weyerhaeuser Way South, Suite 201, Federal Way, WA 98001 (King County). The Corporation may have such other offices within the State of Washington as the Board of Directors of the Corporation (the "**Board**") may designate or as the business of the Corporation may require from time to time.

The registered office of the Corporation, required by law to be maintained in the State of Washington may be, but need not be, identical to the principal office in the State of Washington, and the address of the registered office may be changed, from time to time, as determined by the Board.

ARTICLE 2. SHAREHOLDERS

Section 2.1 Definitions. As used herein:

2.1.1 "**Act**" means the Washington Business Corporation Act, now or hereafter in force.

2.1.2 "**Class A Shareholder**" means the Persons(s) owning Voting Shares.

2.1.3 "**Class R Shareholder**" means the Person(s) owning Class R Shares.

2.1.4 "**Class R Shares**" means the Class R preferred non-voting stock of the Corporation.

2.1.5 "**Person**" means an individual, corporation, partnership, association, joint stock company, limited liability company, trust, unincorporated organization, similar entity, or any combination acting in concert.

2.1.6 "**Shareholder(s)**" means collectively, the Class A Shareholders and the Class R Shareholders.

2.1.7 "**Shares**" means collectively, the Voting Shares and the Class R Shares.

2.1.8 "**Voting Shares**" means the Class A common voting stock of the Corporation.

Section 2.2 Annual Meeting. The annual meeting of the Shareholders shall be held for the purpose of electing directors to serve on the Board (“**Directors**”) and for the transaction of such other business as may come before the meeting. The Board shall determine the date and place of the annual meeting. If the election of Directors shall not be held on the day designated for any annual meeting of the Shareholders or at any adjournment thereof, the Board shall cause the election to be held at a special meeting of the Shareholders as soon thereafter as convenient.

Section 2.3 Special Meetings. Special meetings of the Shareholders for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Chairman, and in his or her absence, the Vice Chairman, or by a majority of the Board, or at the request of the holders of at least thirty percent (30%) of all of the issued and outstanding Voting Shares entitled to vote at the meeting.

Section 2.4 Place of Meeting. All meetings of the Shareholders shall be held at the Corporation’s principal office, unless the Board designates a different place, which may be within or outside of the State of Washington.

Section 2.5 Notice of Meeting. Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called shall be in accordance with the following procedures. Written or printed notice stating the place, day, and hour of the annual meeting and, in the case of a special meeting of Shareholders, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than fifty (50) days (except that notice to act on an amendment to the Articles, a plan of merger or share exchange, a proposed sale of assets pursuant to RCW 23B.12.020 of the Act, or the dissolution of the Corporation shall be given not less than twenty (20) nor more than fifty (50) days before the date of the meeting either personally or by U.S. mail or electronic mail, by or at the direction of the Chairman, the Secretary, or the Officer or persons calling the meeting to each Shareholder entitled to vote at such meeting. Such notice shall be effective upon dispatch if sent to the Shareholder’s electronic mail address or within two (2) business days after depositing such written notice in the U.S. Mail.

Except as otherwise provided by the provisions of subsections (2) and (3) of RCW 23B.07.060 of the Act, whenever any notice is required to be given to any Shareholder for any reason, a waiver thereof in writing signed by the Person or Persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

Section 2.6 Closing of Transfer Books, or Fixing of Record Date. For the purpose of determining the Shareholders entitled to notice of, or to vote at any meeting of the Shareholders or any adjournment thereof, or the Shareholders entitled to receive payment of any dividend, or in order to make a determination of the Shareholders for any other proper purpose, the Board may fix in advance a date as the record date of any such determination of the Shareholders, such date in any case to be not more than fifty (50) days and, in case of a meeting of the Shareholders, not less than ten (10) days, prior to the date on which the particular action requiring such determination of the Shareholders is to be taken. If no record date is fixed by the Board for the determination of the Shareholders entitled to notice of, or to vote at a meeting of the Shareholders, or Shareholders entitled to receive payment of a dividend, the date ten (10) days

before the meeting or the date ten (10) days before the date upon which the dividend is to be paid, as the case may be, shall be the record date for such determination of the Shareholders.

Section 2.7 Voting Lists. The Officer or agent having charge of the stock transfer books for the Shares of the Corporation shall make, at least ten (10) days before each meeting of the Shareholders, a complete list of the Class A Shareholders entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order with the address of and the number of Voting Shares held by each, which list, for a period of ten (10) days prior to such meeting, shall be kept on file at the registered office of the Corporation and shall be subject to inspection by any Shareholder at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Shareholder during the whole time of the meeting. The original stock transfer book shall be prima facie evidence as to who are the Shareholders entitled to examine such list or transfer books or to vote at any meeting of the Shareholders.

Section 2.8 Shareholder Quorum. A majority of the outstanding Voting Shares, represented in person, by phone or by proxy, shall constitute a quorum at a meeting of the Shareholders. If less than a majority of the Voting Shares are represented at a meeting, a majority of the Voting Shares so represented may adjourn the meeting from time to time without further notice. The Class A Shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Class A Shareholders to leave less than a quorum.

Section 2.9 Proxies. Each Class A Shareholder entitled to vote at a meeting of the Shareholders, or to express consent or dissent to corporate action in writing without a meeting, may authorize another Person or Person(s) to act for such Class A Shareholder by written proxy signed by such Class A Shareholder, but no such proxy will be voted or acted upon after three (3) years from its date, unless such proxy provides for a longer period.

Section 2.10 Voting of Shares. Each outstanding Class A Shareholder shall be entitled to cast one vote for each Voting Share of stock held. Voting Shares held in the name of another entity shall be voted by a formal written resolution duly executed by such entity Shareholder and delivered to the Corporation.

Section 2.11 Rules of Order. The rules governing all meetings of Shareholders shall be the most recent edition of Robert's Rules of Order, as may be revised from time to time, where those rules are not inconsistent with the Corporation's Articles of Incorporation, as amended from time to time ("**Articles**"), these Amended and Restated Bylaws, as amended from time to time ("**Bylaws**") or special rules of order established by the Board or the Shareholders.

Section 2.12 Informal Action by Shareholders. Any action required to be taken at a meeting of the Shareholders, or any other action which may be taken at a meeting of the Shareholders, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed before such action is taken in accordance with RCW 23B.07.040 and signed by that number of Class A Shareholders needed to approve the action at a duly called meeting of the Shareholders.

Section 2.13 Minutes. Minutes shall be kept of all meetings of the Shareholders and shall be reduced to writing, signed by the Secretary or other appropriate Officer and placed in the corporate minute book as soon as practicable.

Section 2.14 Attendance by Conference Call, Etc. Shareholders or proxies may participate in a meeting of the Shareholders by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time, and participation by such means shall constitute presence in person at a meeting.

Section 2.15 Manner of Acting. If a quorum exists, action on a matter for the Shareholders is approved by the Class A Shareholders if the votes cast by the Class A Shareholders favoring the action exceed the votes cast by the Class A Shareholders opposing the action, unless the Act, the Articles or these Bylaws require a different vote.

ARTICLE 3. BOARD OF DIRECTORS

Section 3.1 General Powers. The business and affairs of the Corporation shall be managed by its Board. Except as otherwise expressly provided in the Articles or these Bylaws, the Board shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Corporation, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incidental to the management of the Corporation's business. Any action by the Board shall be valid when approved by a majority of the Directors, unless a number greater than a majority is specifically required by the Articles, these Bylaws or the Amended and Restated Shareholder Agreement, dated as of the date hereof, as may be amended from time to time ("**Shareholder Agreement**").

The following actions shall require the affirmative vote of a "**Super Majority**", meaning at least sixty-seven percent (67%) of all current Directors, held at a regular or special Board meeting where a quorum exists. The Board may not delegate the power to take these actions to a committee or to an individual and shall make the final decisions on each of the following:

3.1.1 Approval of any amendment to the Administrative Services Agreement by and between the Corporation and Shareholder CollabHealth Plan Services, Inc., dated as of the date hereof, by which administrative services are to be provided to the Corporation by Shareholder CollabHealth Plan Services, Inc.

3.1.2 Approval of the issuance of any additional Shares of the Corporation, except with respect to the issuance of additional Voting Shares issued in connection with the additional capital contributions as set forth in Section 7.1 (i), (ii), and (iii) of the Shareholder Agreement.

3.1.3 Approval of any amendment of these Bylaws.

Section 3.2 Number, Tenure, Election Qualifications. Each Director must be eligible to be a Director in accordance with the laws of the State of Washington pertaining to Health Care Services Contractors. The number of Directors shall be at least nine (9) and not more than

6 fifteen (15). The initial number of Directors shall be nine (9). The number of Directors may be changed at any meeting of the Shareholders provided that any change in the number of directors shall be approved by at least sixty-seven percent (67%) of the Class A Shareholders. If no action is taken, the number of Directors shall remain as previously set.

Each Director shall hold office for a period of three (3) years or until his successor has been duly elected and qualified, whichever is longer. To provide continuity on the Board, the initial three (3)-year terms of newly elected Directors elected by Class A Shareholders will be staggered so that, to the extent possible, one-third of the Directors shall be elected annually. Directors may be elected to vacant positions for less than three (3) years and may serve an unlimited number of terms. The Class A Shareholders shall have the right to elect the Directors relative to the number of Voting Shares held by each Class A Shareholder, as more fully set forth in the Shareholder Agreement. The Directors shall only be elected by the Class A Shareholders as set forth in the Shareholder Agreement.

Section 3.3 Regular Meetings. An annual meeting of the Board shall be held without notice other than as provided in these Bylaws immediately after, and at the same place as, the annual meeting of the Shareholders. Regular meetings of the Board, other than the annual meeting, shall be held in the principal office of the Corporation monthly or as otherwise determined by the Board. The Board may provide by resolution the time and place for the holding of regular meetings without other notice than such resolution. The Board, in its discretion, may adopt a regular meeting schedule.

6 Section 3.4 Special Meetings. Special meetings of the Board may be called by or at the request of the Chairman, and in his/her absence by the Vice Chairman or by at least thirty percent (30%) of the Directors. Such special meetings shall require that a quorum of the Directors is present at the meeting and comply with the notice provisions in Section 3.5. By unanimous consent of the Directors, special meetings of the Board may be held without notice at any time and place.

Section 3.5 Notice. Except for Board meetings scheduled pursuant to Section 3.3, notice of any Board meeting shall be given in accordance with the following provisions. Written or printed notice stating the place, day, and hour of a special meeting of the Board, the purpose or purposes for which the Board meeting is called, shall be delivered not less than five (5) days nor more than fifty (50) days before the date of the Board meeting, either personally or by U.S. mail or electronic mail, by or at the direction of the Chairman, the Secretary, or the Officer or persons calling the meeting to each Director entitled to vote at such meeting. Such notice shall be effective upon dispatch if sent to the Board member's electronic mail address or within two (2) business days after depositing such written notice in the U.S. mail. Should the Board adopt a regular meeting schedule, such schedule, once published shall serve as notice.

Whenever any notice is required to be given to any Director for any reason, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

6 Section 3.6 Informal Action. Unless otherwise provided by the Articles or these Bylaws, any action required by law, the Articles or these Bylaws to be taken at a meeting of the

Board or any committee, or any other action, may be taken without a meeting if a consent in writing, setting forth the action taken, shall be signed by a majority of Directors or committee members. Any such written consent shall be effective when executed by a majority of the Directors, unless a number greater than a majority is required by law, the Articles, or these Bylaws, and shall be filed with minutes of the proceedings of the Directors or such committees.

Section 3.7 Board Quorum. At least a majority of the elected Directors, which must always include at least four (4) Directors elected by Shareholder CollabHealth Plan Services, Inc., shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than such quorum is present at the meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 3.8 Submission of Acts to Approval of Shareholders. The Board, in its discretion, may submit any contract, resolution, act, or proposition for approval or ratification at any annual meeting of the Shareholders, or at any special meeting of the Shareholders called for that purpose, and unless otherwise specifically provided by the Act or the Articles or these Bylaws, any contract, resolution, act or proposition that shall be approved or ratified by the vote of at least a majority of the Class A Shareholders entitled to vote at such meeting shall be as valid and binding as if it had been approved or ratified by every Class A Shareholder.

At each annual Shareholders meeting, the Directors shall submit a statement of business done during the preceding year together with a report of the general financial condition of the Corporation and of the condition of the Corporation's tangible real and personal property.

Section 3.9 Manner of Acting. If a quorum exists, action on a matter for the Board is approved by the Board if the votes cast by the Directors favoring the action exceed the votes cast by the Directors opposing the action, unless the Act, the Articles or these Bylaws require a different vote.

Section 3.10 Vacancies and Removal of Directors. An individual Director may be removed from office with or without cause by action of the Class A Shareholder that is entitled, pursuant to the terms of the Shareholder Agreement, to elect that specific Director. An individual Director who is affiliated with a Class A Shareholder who is unwilling or unable to fulfill his/her responsibilities as a Director is subject to censure by resolution approved by at least sixty percent (60%) of the Directors eligible to vote thereon. A Director subject to a motion of censure shall not be eligible to vote on such motion. Written notice of such censure will be forwarded to the electing Class A Shareholder, which such Class A Shareholder must immediately withdraw the censured Director and elect a different Director to complete the censured Director's remaining term. Any Director so censured is ineligible for re-election for at least twelve (12) months.

A Director may resign at any time by delivering a written resignation to the Chairman, Vice Chairman, Secretary or Treasurer. The resignation shall become effective thirty (30) days after the written notice is delivered unless the notice specifies a different effective date.

A vacancy on the Board will be deemed to have occurred if a Director dies, becomes Disabled, resigns, or is removed. In the event of death, Disability or resignation, the Shareholder

with the right, pursuant to the terms of the Shareholder Agreement, to elect a Director to the Board seat shall elect a new Director to fill the vacancy. The election will be for the unexpired term.

“**Disability**” or “**Disabled**” is defined as the inability of a Director to perform his or her duties as a Director for a continuous period of ninety (90) days or more.

Section 3.11 Compensation of Directors and Officers. A person may be compensated for acting as a Director. The Board may fix reasonable compensation and reimbursement of expenses for the Directors, appointees, Officers, and all other employees of the Corporation. The Board shall take reasonable steps to align the appropriate incentives and compensation for such individuals.

Section 3.12 Presumption of Assent. A Director who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary which is postmarked within two (2) business days after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

Section 3.13 Minutes and Corporate Records. Minutes shall be kept of all meetings of the Directors and shall be reduced to writing, signed by the Secretary or other appropriate Officer and placed in the Corporate minute book as soon as practicable.

Section 3.14 Rules of Order. The rules governing all meetings of the Board shall be the most recent edition of Robert’s Rules of Order, as may be revised from time to time, where those rules are not inconsistent with the Articles, these Bylaws or special rules of order established by the Board or the Shareholders.

Section 3.15 Executive Committee. The Board, by resolution adopted by a majority of the Directors, may designate, from among the Directors and the Officers of the Corporation, an Executive Committee which, to the extent provided in such resolution, shall have and may exercise the authority delegated by the Board, but no such committee shall have the authority of the Board in reference to any of the decisions reserved for Shareholders. The designation of any such committee and the delegation thereto of authority shall not operate to relieve the Board, or any member thereof, of any responsibility imposed by law, the Articles, or these Bylaws. The Executive Committee shall provide minutes of its actions to the Board for review.

The Executive Committee shall be chaired by the Chairman and shall include a representative of each Class A Shareholder and such other Directors or Officers as the Shareholders may elect. The Chief Executive Officer, Chief Medical Officer, Chief Operating Officer, and Chief Financial Officer (collectively, the “**Executive Team**”) shall also be non-voting members of the Executive Committee. Consistent with any Board resolutions, the Directors on the Executive Committee shall make the final decisions of the Executive Committee and shall seek counsel of the Executive Team. Any Director elected to the Executive Committee may require that a decision of the Executive Committee be referred to a regular or special

meeting of the Board for final resolution. All actions of the Executive Committee shall be reported at the next regularly scheduled Board meeting.

ARTICLE 4. OFFICERS

Section 4.1 Number. The “Officers” of the Corporation shall consist of a Chairman, one or more Vice Chairmen (the number thereof to be determined by the Board), a Secretary, a Treasurer, a Chief Executive Officer, a Chief Financial Officer, a Chief Operating Officer and a Chief Medical Officer. Such other officers as may be deemed necessary may be elected or appointed by the Board. Any two or more offices may be held by the same person, except the offices of Chairman and Secretary. Each Officer must be duly qualified, licensed or credentialed (if applicable) and/or legally authorized in the State of Washington to render such services as the Corporation may require.

Section 4.2 Election and Term of Office. The Vice Chairmen, Secretary and Treasurer shall be elected annually by the Board at its regular annual meeting. If the election of such Officers shall not be held at such meeting, an election shall be held as soon thereafter as conveniently possible. All Officers other than the Chairman, Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, and Chief Medical Officer shall hold office for a period of one (1) year, until a successor shall have been qualified and elected, or until the death, resignation or removal in the manner hereinafter provided, whichever shall first occur. Provisions for the election and terms of office for the Chairman, Chief Executive Officer, Chief Financial Officer, Chief Medical Officer and Chief Operating Officer are set forth at Sections 4.5, 4.9, 4.10, 4.11 and 4.12.

Section 4.3 Removal, Resignation, Termination. Subject to any limitation imposed by law or unless otherwise provided herein, any Officer or agent elected or appointed by the Board may be removed by the Board without the Directors incurring personal liability to the Shareholders, the Corporation or others, whenever in the Board’s judgment the best interests of the Corporation would be served thereby.

The Chairman, Vice Chairmen, Secretary and Treasurer may be removed from such office at any time by the vote of a majority of the Directors present at a duly organized meeting of the Board. Such removal shall not constitute removal of the Director from the Board, pursuant to Section 3.10 of these Bylaws. The Chief Executive Officer may be terminated by a vote of a Super Majority of the Directors at a duly organized meeting representing a quorum of the Board. The Chief Financial Officer, Chief Operating Officer, and Chief Medical Officer may be terminated by the Chief Executive Officer, but only following consultation with and an affirmative vote of a majority of the Directors at a duly organized meeting of the Board.

Any Officer may resign at any time by giving written notice to the Board, by providing such written notice to either the Chairman or the Secretary, and for the Chief Financial Officer, Chief Operating Officer, and Chief Medical Officer, by providing such written notice to the Chief Executive Officer. Such resignation shall take effect thirty (30) days following receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

The duties of any Officer shall terminate upon such Officer's Disability, as determined by the Board. "Disability" shall be defined as the inability of an Officer to perform his or her duties as an Officer for a continuous period of ninety (90) days or more.

Section 4.4 Vacancies. A vacancy in any office (whether because of death, resignation, removal, Disability, disqualification or otherwise) may be filled by the Board for the unexpired portion of the term.

Section 4.5 Chairman. The Chairman shall be elected by the vote of a majority of the Directors at a duly organized meeting of the Board. The Chairman shall serve for a minimum term of one (1) year and shall occupy one of the Board seats allocated to the Shareholder that elected the individual.

The Chairman shall be a voting member of the Board. The Chairman shall oversee the Chief Executive Officer, who shall have general charge of the Corporation and shall have general supervision over the Corporation's property and affairs. The Chairman may sign, with the Secretary or any other proper Officer of the Corporation thereunto authorized by the Board, certificates for Shares in the Corporation, any deeds, mortgages, bonds, contracts or other instruments which the ordinary conduct of the Corporation's business requires, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws to some other Officer or agent of the Corporation or shall be required by law to be otherwise signed or executed. The Chairman shall, in general, perform all duties incident to the office of Chairman of the Corporation and such other duties as may be prescribed by the Board from time to time. The Chairman may, from time to time, delegate any of his or her powers, but not his or her responsibilities, to a Vice Chairman or the Chief Executive Officer.

The Chairman (a) shall preside at all meetings and gatherings of the Corporation, the Board and the Executive Committee; (b) shall have the power to appoint qualified individuals to committees or create ad hoc committees for particular purposes as needed; and (c) shall perform such other duties and exercise such rights as the Articles, these Bylaws, and customs or parliamentary usage may require, or as the Board shall direct.

Section 4.6 Vice Chairman. At the annual meeting of the Board, and every year thereafter, the Directors may choose to elect by the vote of a majority at a duly organized meeting of the Board, one (1) or more Vice Chairmen, who shall serve in such capacity for one (1) year. The duties of each Vice Chairman shall be determined by the Board. In the absence of the Chairman, or in the event of the death, inability or refusal to act of the Chairman, the Vice Chairman (or in the event there be more than one Vice Chairman, the Vice Chairmen in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall perform the duties of the Chairman and when so acting shall have all the powers of and be subject to all the restrictions upon the Chairman. Any Vice Chairman may sign, with the Secretary or an Assistant Secretary, if applicable, certificates for Shares of the Corporation, and shall perform such other duties as from time to time may be assigned to him or her by the Chairman or by the Board.

Section 4.7 Secretary. The Secretary shall: (a) keep the minutes of the Shareholders' and the Board meetings in one or more books provided for that purpose; (b) see that all notices

are duly given in accordance with the provisions of these Bylaws or as required by law; (c) keep a register of the post office and electronic mail address of each Shareholder and Director, which shall be furnished to the Secretary by such Shareholder or Director; (d) sign with the Chairman, or a Vice Chairman, certificates for Shares of the Corporation, the issuance of which shall have been authorized by resolution of the Board; (e) have general charge of the stock transfer books of the Corporation; and (f) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the Chairman or by the Board.

The Secretary and Treasurer positions may be combined unless the Directors decide otherwise.

Section 4.8 Treasurer. If required by the Board, the Treasurer shall give a pledge for the faithful discharge of his or her duties. The Treasurer or his or her delegate shall (a) have charge and custody of and be responsible for all financial dealings, funds and securities of the Corporation; (b) ensure via audit and policy that proper records for all transactions of the Corporation shall be in accordance with the provisions of these Bylaws; (c) ensure that a proper and accurate financial report is prepared in compliance with regulations and law governing such records and shall personally sign and attest to the accuracy of such records, and (d) in general, perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the Chairman or by the Board. The Chief Financial Officer of the Corporation shall be assigned to assist the Treasurer with these duties.

Section 4.9 Chief Executive Officer. The Chief Executive Officer shall be elected or removed by the vote of a Super Majority of the Directors at a duly organized meeting of the Board. The Chief Executive Officer shall serve at the pleasure of the Board and be evaluated annually.

The Chief Executive Officer shall be present at meetings of the Board, but shall not vote and may be excused by the Chairman or a majority vote of the Directors. The Chairman in conjunction with the other Directors shall oversee the activities of the Chief Executive Officer. The Chief Executive Officer shall have general charge of the Corporation and shall have general supervision over the Corporation's property and affairs. The Chief Executive Officer may sign, with the Secretary or any other proper Officer of the Corporation thereunto authorized by the Board, any deeds, mortgages, bonds, contracts or other instruments which the ordinary conduct of the Corporation's business requires, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws to some other Officer or agent of the Corporation or shall be required by law to be otherwise signed or executed.

Section 4.10 Chief Financial Officer. The Chief Financial Officer shall be nominated by the Chief Executive Officer and elected by the vote of a majority of the Directors at a duly organized meeting of the Board. The Chief Financial Officer shall serve under the Chief Executive Officer and at the pleasure of the Board and be evaluated annually by the Chief Executive Officer, with significant input from the Board.

The Chief Financial Officer shall be present at meetings of the Board, but shall not vote and may be excused by the Chairman or the Chief Executive Officer. The Chief Executive

Officer shall be responsible for the activities of Chief Financial Officer. The Chief Financial Officer shall report to the Chief Executive Officer and shall have general charge of the financial affairs of the Corporation. In circumstances where the Chief Financial Officer and the Chief Executive Officer cannot agree upon a proposed management action of the Corporation, they shall first seek guidance from the Chairman and if necessary shall take the matter up with the Board, which shall render a final decision on the matter.

Section 4.11 Chief Medical Officer. The Chief Medical Officer shall be nominated by the Chief Executive Officer and elected by the vote of a majority of the Directors at a duly organized meeting of the Board. The Chief Medical Officer shall serve under the Chief Executive Officer and at the pleasure of the Board and be evaluated annually by the Chief Executive Officer, with significant input from the Board.

The Chief Medical Officer shall be present at meetings of the Board, but shall not vote and may be excused by the Chairman or the Chief Executive Officer. The Chief Executive Officer shall be responsible for the activities of Chief Medical Officer. The Chief Medical Officer shall report to the Chief Executive Officer and shall have general charge of the medical affairs of the Corporation. In circumstances where the Chief Medical Officer and the Chief Executive Officer cannot agree upon a proposed management action of the Corporation, they shall first seek guidance from the Chairman and if necessary shall take the matter up with the Board which shall render a final decision on the matter.

Section 4.12 Chief Operating Officer. The Chief Operating Officer shall be nominated by the Chief Executive Officer and elected by the vote of a majority of the Directors at a duly organized meeting of the Board. The Chief Operating Officer shall serve under the Chief Executive Officer and at the pleasure of the Board and be evaluated annually by the Chief Executive Officer, with significant input from the Board.

The Chief Operations Officer shall be present at meetings of the Board, but shall not vote and may be excused by the Chairman or the Chief Executive Officer. The Chief Executive Officer shall be responsible for the activities of the Chief Operating Officer. The Chief Operating Officer shall report to the Chief Executive Officer and shall be accountable for the operations of the Corporation. In circumstances where the Chief Operating Officer and the Chief Executive Officer cannot agree upon a proposed management action of the Corporation, they shall first seek guidance from the Chairman and, if necessary, shall take the matter up with the Board which shall render a final decision on the matter.

Section 4.13 Salaries. The salaries, if any, of the Officers shall be fixed from time to time by the Board, and no Officer shall be prevented from receiving such salary by reason of the fact that he is also a Director.

ARTICLE 5. CONTRACTS, LOANS, CHECKS, AND DEPOSITS

Section 5.1 Contracts. The Board may authorize any Officer or Officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 5.2 Loans. No loans shall be contracted on behalf of the Corporation, and no evidences of indebtedness shall be issued on its name, unless authorized by a resolution of the Board or the Executive Committee, if such authority is delegated to it by the Board pursuant to these Bylaws. Such authority may be general or confined to specific instances.

Section 5.3 Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such Officer or Officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board.

Section 5.4 Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board may select.

ARTICLE 6. CERTIFICATES FOR SHARES AND THEIR TRANSFER

Section 6.1 Certificates for Shares. Certificates representing Shares of the Corporation shall be in such form as shall be determined by the Board and in accordance with the laws of the State of Washington. Such certificates shall be signed by the Chairman or a Vice Chairman and by the Secretary. All certificates for the Class A Shares shall be consecutively numbered or otherwise identified amongst the other certificates for the Class A Shares. All certificates for the Class R Shares shall be consecutively numbered or otherwise identified amongst the other certificates for the Class R Shares. The name and address of the Person to whom the Shares represented thereby are issued, with the number and class of Shares and date of issue, shall be entered on the stock transfer books of the Corporation. All certificates surrendered to the Corporation for transfer shall be canceled and no new certificate shall be issued until the former certificate for a like number of Shares shall have been surrendered and canceled, except that in case of a lost, destroyed or mutilated certificate, a new one may be issued therefore upon such terms and indemnity to the Corporation as the Board may prescribe.

Section 6.2 Transfer of Shares. Upon compliance with any provisions restricting the transferability of Shares that may be set forth in the Articles, these Bylaws, the Shareholder Agreement or any other written agreement in respect thereof, transfer of Shares of the Corporation shall be made only on the stock transfer books of the Corporation by the holder of record thereof or by such Person's legal representative, who shall furnish proper evidence of authority to transfer, or by such Person's attorney thereunto authorized by power of attorney duly executed and filed with the Secretary, and on surrender for cancellation of the certificate for such Shares.

Section 6.3 Lost Certificates. The Corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it that is alleged to have been lost, stolen or destroyed. The Corporation may require the owner of the lost, stolen or destroyed certificate, or its legal representative, to give the Corporation a bond, or other reasonably acceptable indemnity, sufficient to indemnify the Corporation against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

ARTICLE 7. DIVIDENDS

Upon approval by the Board, the Corporation may from time to time declare, and the Corporation may pay, dividends on its outstanding Class R Shares in the manner and upon the terms and conditions provided by law, by the Articles and by the rules and regulations of the office of the Washington State Insurance Commissioner. Upon approval by the Board and subject to the rights and preferences of the Class R Shares, as set forth in the Articles or any other written agreements with respect thereto, the Corporation may from time to time declare, and the Corporation may pay, dividends on its outstanding Voting Shares in the manner and upon the terms and conditions provided by law, by the Articles and by the rules and regulations of the office of the Washington State Insurance Commissioner.

ARTICLE 8. SEAL

The Board may adopt a Corporate Seal which shall be circular in form and shall have inscribed thereon the name of Corporation and the words "State of Washington" and "Corporate Seal." The Board need not adopt a Corporate Seal.

ARTICLE 9. AMENDMENTS

These Bylaws may be altered, amended or repealed and new bylaws of the Corporation may be adopted by a Super Majority vote of the Directors at any regular or special meeting of the Board. Special meetings of the Board, for the purpose of amending the Bylaws, may be called by the Chairman (or in his or her absence, the Vice Chairman) or by a majority of the Board.

ARTICLE 10. INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 10.1 Limitation of Liability. No person will be liable to the Corporation or the Shareholders for any loss, damage, liability or expense suffered by the Corporation on account of any action taken or omitted to be taken by such person as a Director or Officer of the Corporation or of any Other Enterprise (as hereinafter defined) for which such person serves or has served as a director or officer at the request of the Corporation, if such person (i) exercised the same degree of care and skill as a prudent person would have exercised under the circumstances in the conduct of his or her own affairs, or (ii) took or omitted to take such action in reliance upon advice of counsel for the Corporation, or for such Other Enterprise, or upon statements made or information furnished by Directors, Officers, employees or agents of the Corporation, or of such Other Enterprise, which such person had no reasonable grounds to disbelieve.

Section 10.2 Indemnification Generally. In addition to and without limiting the rights to indemnification and advancement of expenses specifically provided for in the other sections of this Article 10, the Corporation will indemnify and advance expenses to each person who is or was a Director or Officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of any Other Enterprise, to the full extent permitted by the laws of the State of Washington as in effect on the date of the adoption of these Bylaws and as may hereafter be amended.

Section 10.3 Indemnification in Actions by Third Parties. The Corporation will indemnify each person who has been or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, investigative or appellate, other than an action by or in the right of the Corporation, by reason of the fact that such person is or was a Director or Officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of any Other Enterprise, against all liabilities and expenses, including, without limitation, judgments, fines, amounts paid in settlement (provided that such settlement and all amounts paid in connection therewith are approved in advance by the Corporation using the procedures set forth in Section 10.6 of these Bylaws, which approval may not be unreasonably withheld or delayed), attorneys' fees, ERISA excise taxes or penalties, and other expenses actually and reasonably incurred by such person in connection with such action, suit or proceeding (including, without limitation, the investigation, defense, settlement or appeal of such action, suit or proceeding) if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful; provided, however, that the Corporation may not be required to indemnify or advance expenses to any such person or persons seeking indemnification or advancement of expenses in connection with an action, suit or proceeding initiated by such person or persons (including, without limitation, any crossclaim or counterclaim initiated by such person or persons) unless the initiation of such action, suit or proceeding was authorized by the Board. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or under a plea of *nolo contendere* or its equivalent, will not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, that such person had reasonable cause to believe that such person's conduct was unlawful.

Section 10.4 Indemnification in Derivative Actions. The Corporation will indemnify each person who has been or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that such person is or was a Director or Officer of the Corporation or is or was serving at the Corporation's request as a director or officer of any Other Enterprise against all expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action, suit or proceeding (including, without limitation, the investigation, defense, settlement or appeal of such action, suit or proceeding) if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, except that no indemnification under this Section will be made in respect of any claim, issue or matter as to which such person has been adjudged to be liable to the Corporation unless and only to the extent that the court in which the action, suit or proceeding was brought determines upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses that such court may deem proper.

Section 10.5 Indemnification for Expenses. Notwithstanding the other provisions of this Article 10, to the extent a person who is or was serving as a Director or Officer of the

Corporation, or is or was serving at the request of the Corporation as a director or officer of any Other Enterprise, has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 10.3 and 10.4 of these Bylaws (including the dismissal of any such action, suit or proceeding without prejudice), or in defense of any claim, issue or matter therein, such person will be indemnified against reasonable expenses incurred by such person in connection therewith.

Section 10.6 Determination of Right to Indemnification. Prior to indemnifying a person pursuant to the provisions of Sections 10.2, 10.3 and 10.4 of these Bylaws, unless ordered by a court and except as otherwise provided by Section 10.5 of these Bylaws, the Corporation will determine that such person has met the specified standard of conduct entitling such person to indemnification as set forth under Sections 10.2, 10.3 and 10.4 of these Bylaws. Notwithstanding RCW 23B.08.550, or successor statute, any determination that a person will or will not be indemnified under the provisions of Sections 10.2, 10.3 and 10.4 of these Bylaws will be made (i) by a majority vote of the Directors who were not parties to such actions, suit or proceeding, even though less than a quorum; (ii) if there are no such Directors, or if such Directors so direct, by independent legal counsel in a written opinion; or (iii) by the Shareholders (but shares owned by or voted under the control of Directors who are at the time parties to the proceeding will not be voted on the determination); provided, however, that in the event such determination is adverse to the person or persons to be indemnified hereunder, such person or persons will have the right to maintain an action in any court of competent jurisdiction against the Corporation to determine whether or not such person has met the requisite standard of conduct and is entitled to such indemnification hereunder. If such court action is successful and the person or persons is determined to be entitled to such indemnification, such person or persons will be reimbursed by the Corporation for all fees and expenses (including attorneys' fees) actually and reasonably incurred in connection with any such action (including, without limitation, the investigation, defense, settlement or appeal of such action).

Section 10.7 Advancement of Expenses. Expenses (including attorneys' fees) actually and reasonably incurred by a person who may be entitled to indemnification hereunder in defending an action, suit or proceeding, whether civil, criminal, administrative, investigative or appellate, will be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it is ultimately determined that such person is not entitled to indemnification by the Corporation. Notwithstanding the foregoing, no advance will be made by the Corporation if a determination is reasonably and promptly made by the person or body entitled to determine the right to indemnification in accordance with Section 10.6, that, based upon the facts known to the Board, independent legal counsel or Shareholders at the time such determination is made, such person acted in bad faith and in a manner that such person did not believe to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal proceeding, that such person believed or had reasonable cause to believe such person's conduct was unlawful. In no event will any advancement of expenses be made in instances where the Board, independent legal counsel or Shareholders reasonably determines that such person intentionally breached such person's duty to the Corporation or the Shareholders.

Section 10.8 Non-Exclusivity. The indemnification and advancement of expenses provided by, or granted in accordance with, this Article 10 will not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under the Act, the Articles, these Bylaws, agreement, vote of Shareholders or disinterested Directors, policy of insurance or otherwise, both as to action in their official capacity and as to action in another capacity while holding their respective offices, and will not limit in any way any right that the Corporation may have to make additional indemnifications with respect to the same or different persons or classes of persons. The indemnification and advancement of expenses provided by, or granted in accordance with, this Article 10 will continue as to a person who has ceased to be a Director or Officer and will inure to the benefit of the heirs, executors, administrators and estate of such a person.

Section 10.9 Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director or Officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of any Other Enterprise, against any liability under RCW 23B.08.510 or .520, or successor statute, which may be asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under this Article 10.

Section 10.10 Vesting of Rights. The rights granted by this Article 10 will be vested in each person entitled to indemnification hereunder as a bargained-for, contractual condition of such person's acceptance of such person's election or appointment as a Director or Officer of the Corporation or serving at the request of the Corporation as a director or officer of any Other Enterprise and while this Article 10 may be amended or repealed, no such amendment or repeal will release, terminate, or adversely affect the rights of such person under this Article 10 with respect to any act taken or the failure to take any act by such person before such amendment or repeal or with respect to any action, suit or proceeding with respect to such act or failure to act filed after such amendment or repeal.

Section 10.11 Definitions. For purposes of this Article 10, references to:

- a. **"Other Enterprise"** includes, without limitation, any other corporation, partnership, limited liability company, joint venture, trust or employee benefit plan;
- b. **"director or officer of any Other Enterprise"** includes, without limitation, any person performing similar functions with respect to such Other Enterprise, whether incorporated or unincorporated;
- c. **"fines"** includes any excise taxes assessed against a person with respect to an employee benefit plan;
- d. **"defense"** includes investigations of any threatened, pending or completed action, suit or proceeding as well as appeals thereof and also includes any defensive assertion of a cross claim or counterclaim; and

e. “serving at the request of the Corporation” includes, without limitation, any service as a Director or Officer of the Corporation that imposes duties on, or involves services by, such director or officer with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan will be deemed to have acted in a manner “not opposed to the best interests of the Corporation” as referred to in this Article 10. In all other instances where any person serves as a director or officer of an Other Enterprise, if it is not otherwise established that such person is or was serving as such director or officer at the request of the Corporation, the Board will determine whether such person is or was serving at the request of the Corporation, and it will not be necessary to show any prior request for such service, which determination will be final and binding on the Corporation and the person seeking indemnification.

Section 10.12 Severability. If any provision of this Article 10 or the application of any such provision to any person or circumstance is held invalid, illegal or unenforceable for any reason whatsoever, the remaining provisions of this Article 10 and the application of such provisions to other persons or circumstances will not be affected thereby and, to the fullest extent possible, the court finding such provision invalid, illegal or unenforceable will modify and construe the provision so as to render it valid and enforceable as against all persons or entities and to give the maximum possible protection to persons subject to indemnification hereby within the bounds of validity, legality and enforceability. Without limiting the generality of the foregoing, if any Director or Officer of the Corporation, or any person who is or was serving at the request of the Corporation as a director or officer of any Other Enterprise, is entitled under any provision of this Article 10 to indemnification by the Corporation for some or a portion of the judgments, amounts paid in settlement, attorneys’ fees, penalties, fines or other expenses actually and reasonably incurred by any such person in connection with any threatened, pending or completed action, suit or proceeding (including, without limitation, the investigation, defense, settlement or appeal of such action, suit or proceeding), whether civil, criminal, administrative, investigative or appellate, but not, however, for all of the total amount thereof, the Corporation will nevertheless indemnify such person for the portion thereof to which such person is entitled.

ARTICLE 11. COMMITTEES

Section 11.1 Committees. Special standing and ad hoc committees shall be appointed by the Board, as needed from time to time.

ARTICLE 12. MISCELLANEOUS

Section 12.1 Executive, Officer, and Director Compensation. The Board shall set policies concerning time-off, travel pay and per diem expenses, sabbatical leave, employment contracts, wage continuation, salary provisions and other such provisions for the Executive Team, Officers, and Directors. The Board shall have the ultimate responsibility of hiring and ratifying contracts of new Officers. By the same power, it is responsible for the actions of the Officers and their termination, if necessary.

Section 12.2 Telephonic Attendance. Meetings of the Shareholders or Directors may be effectuated by means of a conference telephone or similar communications equipment by means of which all persons (including proxies, if applicable) participating in the meeting can hear each other during the meeting. Participation by such means shall constitute presence in person at such meeting.

Section 12.3 Conflict of Interest. The Board shall adopt and implement a conflict of interest policy for Directors, Officers, committee members and key management employees of the Corporation, including, but not limited to, the Executive Team. The policy shall include definitions of conflicts of interest situations, requirements for full disclosure of conflicts of interest situations involving the Corporation, and a statement of how the Corporation will treat and approve a transaction that involves a conflict of interest in accordance with applicable federal and state laws. Additionally, the Board and Shareholders shall remain compliant with its transactions and the reporting thereof, as required by the Washington State Holding Company Act, RCW 48.31C.030, as amended from time to time.

Section 12.4 Books and Records. The Corporation shall keep correct and complete books and records of Shares, records of account, minutes of the proceedings of its Shareholders, the Board, and any committees designated by the Board, and such other records as may be necessary or advisable. The Corporation shall establish its books and records to account for a fiscal year beginning on January 1st and ending December 31st of each year.

Effective this ____ day of _____, 2013.

SOUNDPATH HEALTH, INC.

By: _____
Name: _____
Its: Chairman

By: _____
Name: _____
Its: Secretary

AMENDED AND RESTATED BYLAWS

OF

SOUNDPATH HEALTH, INC.

ARTICLE 1. ~~ARTICLE~~ OFFICES

The principal office of the Soundpath Health, Inc., a Washington corporation (the "Corporation") in the State of Washington shall be located at 32129 Weyerhaeuser Way South, Suite 201, Federal Way, WA 98001 (King County). The Corporation may have such other offices within the State of Washington as the Board of Directors of the Corporation (the "Board") may designate or as the business of the Corporation may require from time to time.

The registered office of the Corporation, required by law to be maintained in the State of Washington may be, but need not be, identical withto the principal office in the State of Washington, and the address of the registered office may be changed, from time to time, as determined by the Board of Directors.

ARTICLE 2. ~~ARTICLE~~ SHAREHOLDERS

Section 2.1 Definitions. As used herein:

2.1.1 "Act" means the Washington Business Corporation Act, now or hereafter in force.

2.1.2 "Class A Shareholder" means the Persons(s) owning Voting Shares.

2.1.3 "Class R Shareholder" means the Person(s) owning Class R Shares.

2.1.4 "Class R Shares" means the Class R preferred non-voting stock of the Corporation.

2.1.5 "Person" means an individual, corporation, partnership, association, joint stock company, limited liability company, trust, unincorporated organization, similar entity, or any combination acting in concert.

2.1.6 "Shareholder(s)" means collectively, the Class A Shareholders and the Class R Shareholders.

2.1.7 "Shares" means collectively, the Voting Shares and the Class R Shares.

2.1.8 "Voting Shares" means the Class A common voting stock of the Corporation.

Section 2.2 ——— ~~Section~~ Annual Meeting. The annual meeting of the Shareholders shall be held for the purpose of ~~appointing~~ electing directors to serve on the Board (“Directors”) and for the transaction of such other business as may come before the meeting. The ~~Board of Directors~~ shall determine the date and place of the annual meeting. If the election of Directors shall not be held on the day designated for any annual meeting of the Shareholders or at any adjournment thereof, the ~~Board of Directors~~ shall cause the election to be held at a special meeting of the Shareholders as soon thereafter as convenient.

Section 2.3 ——— ~~Section~~ Special Meetings. Special meetings of the Shareholders for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Chairman, and in his or her absence, the Vice Chairman, or by a majority of the ~~Board of Directors~~, or at the request of the holders of ~~not less than~~ at least thirty percent (30%) of all of the issued and outstanding ~~Class A shares of the Corporation~~ Voting Shares entitled to vote at the meeting.

Section 2.4 ——— ~~Section~~ Place of Meeting. All meetings of the Shareholders shall be held at the Corporation’s principal office, unless the ~~Board of Directors~~ designates a different place, which may be within or outside of the State of Washington.

Section 2.5 ——— ~~Section~~ Notice of Meeting. Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called shall be in accordance with the following procedures. Written or printed notice stating the place, day, and hour of the annual meeting and, in the case of a special meeting of ~~shareholders~~ Shareholders, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than fifty (50) days (except that notice to act on an amendment to the Articles, a plan of merger or share exchange, a proposed sale of assets pursuant to ~~Section~~ RCW 23B.12.020 of the ~~Washington Business Corporation Act~~, or the dissolution of the Corporation shall be given ~~no fewer~~ not less than twenty (20) nor more than fifty (50) days before the date of the meeting; either personally or by U.S. mail or electronic mail, by or at the direction of the Chairman, the Secretary, or the ~~office~~ Officer or persons calling the meeting to each Shareholder entitled to vote at such meeting. ~~The Corporation may schedule meetings other than the annual meeting by providing each Shareholder with the adopted schedule of such meetings for the ensuing year at any time after the annual meeting and ten (10) days prior to the next succeeding annual meeting and at any time when requested by a Shareholder or by such other notice as may be prescribed by these Bylaws.~~ Such notice shall be effective upon dispatch if sent to the Shareholder’s ~~postal or electronic mail address, telephone number, or other number appearing on the records of the Corporation,~~ or within two (2) business days after depositing such written notice in the U.S. Mail.

Except as otherwise provided by the provisions of subsections (2) and (3) of ~~Section~~ RCW 23B.07.060 of the ~~Washington Business Corporation Act~~, whenever any notice is required to be given to any Shareholder for any reason, a waiver thereof in writing signed by the ~~person~~ Person or ~~persons~~ Persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

Section 2.6 ——— ~~Section~~ Closing of Transfer Books, or Fixing of Record Date. For the purpose of determining the Shareholders entitled to notice of, or to vote at, any

meeting of the Shareholders or any adjournment thereof, or the Shareholders entitled to receive payment of any dividend, or in order to make a determination of the Shareholders for any other proper purpose, the Board of Directors of the Corporation may fix in advance a date as the record date of any such determination of the Shareholders, such date in any case to be not more than fifty (50) days and, in case of a meeting of the Shareholders, not less than ten (10) days, prior to the date on which the particular action requiring such determination of the Shareholders is to be taken. If no record date is fixed by the Board for the determination of the Shareholders entitled to notice of, or to vote at a meeting of the Shareholders, or Shareholders entitled to receive payment of a dividend, the date ten (10) days before the meeting or the date ten (10) days before the date upon which the dividend is to be paid, as the case may be, shall be the record date for such determination of the Shareholders.

Section 2.7 ——— ~~Section~~ Voting Lists. The ~~officer~~ Officer or agent having charge of the stock transfer books for ~~shares~~ the Shares of the Corporation shall make, at least ten (10) days before each meeting of the Shareholders, a complete list of the Class A Shareholders entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order with the address of and the number of ~~shares~~ Voting Shares held by each, which list, for a period of ten (10) days prior to such meeting, shall be kept on file at the registered office of the Corporation and shall be subject to inspection by any Shareholder at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Shareholder during the whole time of the meeting. The original stock transfer book shall be prima facie evidence as to who are the Shareholders entitled to examine such list or transfer books or to vote at any meeting of the Shareholders.

Section 2.8 ——— ~~Section~~ Shareholder Quorum. A majority of the outstanding ~~Class A shares of the Corporation entitled to vote~~ Voting Shares, represented in person ~~or~~ by phone or by proxy, shall constitute a quorum at a meeting of the Shareholders. If less than a majority of the outstanding ~~Class A shares~~ Voting Shares are represented at a meeting, a majority of the ~~shares~~ Voting Shares so represented may adjourn the meeting from time to time without further notice. ~~At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.~~ The Class A Shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Class A Shareholders to leave less than a quorum.

~~Section~~ Proxies. No Shareholder of the Corporation may enter into a valid proxy or voting alliance with any other person including another Shareholder of the Corporation. A person whose shares are pledged, shall be entitled to vote thereon until such shares have been transferred on the books of the Corporation to the pledgee and thereafter the pledgee, if eligible, shall be the Shareholder and shall be entitled to vote the shares.

Section 2.9 Proxies. Each Class A Shareholder entitled to vote at a meeting of the Shareholders, or to express consent or dissent to corporate action in writing without a meeting, may authorize another Person or Person(s) to act for such Class A Shareholder by written proxy signed by such Class A Shareholder, but no such proxy will be voted or acted upon after three (3) years from its date, unless such proxy provides for a longer period.

Section 2.10 ~~Section~~ Voting of Shares. Each outstanding Class A Shareholder shall be entitled to cast one vote for each Voting Share of stock held. Voting Shares held in the name of another entity shall be voted by a formal written resolution duly executed by such entity Shareholder and delivered to the Corporation. ~~References herein to "Shareholders" shall be deemed to mean and include "Class A Shareholders."~~

Section 2.11 ~~Section~~ Rules of Order. The rules governing all meetings of Shareholders shall be the most recent edition of Robert's Rules of Order, ~~Revised~~ as may be revised from time to time, where those rules are not inconsistent with the Corporation's Articles of Incorporation, as amended from time to time ("Articles"), these ~~Bylaws~~ Amended and Restated Bylaws, as amended from time to time ("Bylaws") or special rules of order established by the Board of Directors or the Shareholders.

Section 2.12 ~~Section~~ Informal Action by Shareholders. Any action required to be taken at a meeting of the Shareholders, or any other action which may be taken at a meeting of the Shareholders, may be taken without a meeting if a consent in writing, setting forth the action so taken; shall be signed before such action is taken in accordance with RCW 23B.07.040 ~~if done with less than unanimous consent of the~~ and signed by that number of Class A Shareholders, or before or after needed to approve the action is taken if done with the unanimous consent of the Class A at a duly called meeting of the Shareholders.

Section 2.13 ~~Section~~ Minutes. Minutes shall be kept of all meetings of the Shareholders and shall be reduced to writing, signed by the Secretary or other appropriate officer ~~Officer~~ and placed in the corporate minute book as soon as practicable.

Section 2.14 ~~Section~~ Attendance by Conference Call, Etc. Shareholders or proxies may participate in a meeting of the Shareholders by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time, and participation by such means shall constitute presence in person at a meeting.

Section 2.15 ~~Section~~ Manner of Acting. If a quorum exists, action on a matter for the Shareholders is approved by ~~a voting group~~ the Class A Shareholders if the votes cast ~~within by the voting group~~ Class A Shareholders favoring the action exceed the votes cast ~~within by the voting group~~ Class A Shareholders opposing the action, unless the ~~Washington Business Corporation Act, as amended, the Articles of Incorporation or these Bylaws of the Corporation require a different vote.~~

ARTICLE 3. ~~ARTICLE~~ BOARD OF DIRECTORS

Section 3.1 ~~Section~~ General Powers. The business and affairs of the Corporation shall be managed by its Board of Directors. Except as otherwise expressly provided in the Articles or these Bylaws, the Board shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Corporation, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incidental to the management of the Corporation's business. Any action by the Board shall be valid when approved by a majority of the Directors, unless a number greater than a majority is

specifically required by the Articles, these Bylaws or the Amended and Restated Shareholder Agreement, dated as of the date hereof, as may be amended from time to time ("Shareholder Agreement").

The following actions shall require the affirmative vote of a ~~super majority~~ **"Super Majority"**, meaning at least ~~65%~~ sixty-seven percent (67%) of all current Directors, held at a regular or special Board meeting where a quorum exists. The Board may not delegate the power to take these actions to a committee or to an individual and shall make the final decisions on each of the following:

3.1.1 - Approval of any amendment to the Administrative Services Agreement executed by and between the Corporation and Shareholder CollabHealth Plan Services, Inc., dated as of the date hereof, by which administrative services are to be provided to the Corporation.

~~- Approval of the issuance of any additional shares of the Corporation by Shareholder CollabHealth Plan Services, Inc.~~

3.1.2 Approval of the issuance of any additional Shares of the Corporation, except with respect to the issuance of additional Voting Shares issued in connection with the additional capital contributions as set forth in Section 7.1 (i), (ii), and (iii) of the Shareholder Agreement.

3.1.3 - Approval of any amendment of these Bylaws.

~~- Approval of any award of stock options or stock grants to any person or organization.~~

Section 3.2 - Section - Number, Tenure, Election Qualifications. Each Director must be eligible to be a Director in accordance with the laws of the State of Washington pertaining to Health Care Services Contractors. The number of Directors shall be at least nine (9) and not more than fifteen (15). The initial number of Directors shall be nine (9). The number of Directors may be changed at any meeting of the Shareholders provided that any change in the number of directors shall be approved by ~~no less than a two-thirds~~ at least sixty-seven percent (67%) of the Class A Shareholders. If no action is taken, the number of Directors shall remain as previously set.

Each Director shall hold office for a period of three (3) years or until his successor has been duly elected and qualified, whichever is longer. To provide continuity on the Board of Directors, the initial three (3)-year terms of newly appointed independent directors and/or directors appointed ~~elect~~ Directors elected by Class A shareholders, if any Shareholders will be staggered so that, to the extent possible, one-third of the Directors shall be elected annually. Directors may be elected to vacant positions for less than three (3) years and may serve an unlimited number of terms. The Class A Shareholders shall have the right to elect the Directors relative to the number of Voting Shares held by each Class A Shareholder, as more fully set forth in the Shareholder Agreement. The Directors shall only be elected by the Class A Shareholders as set forth in the Shareholder Agreement.

~~CHI Newco shall be entitled to designate five voting Board positions, Physicians of Southwest Washington, LLC (PSW) shall be entitled to designate three voting Board positions and Northwest Physicians Network of Washington, LLC (NPN) shall be entitled to designate one voting Board position. So long as a Shareholder maintains stock ownership of a minimum number of Class A Shares representing no less than seven percent (7%) of the total issued and outstanding Class A Shares, such Shareholder shall be entitled to designate one voting Board position.~~

Section 3.3 ~~Section~~ Regular Meetings. An annual meeting of the Board of Directors shall be held without notice other than as provided in ~~this Bylaw~~ these Bylaws immediately after, and at the same place as, the annual meeting of the Shareholders. Regular meetings of the ~~Directors~~ Board, other than the annual meeting, shall be held in the principal office of the Corporation monthly or as otherwise determined by the Board of Directors. The Board of Directors may provide by resolution the time and place for the holding of regular meetings without other notice than such resolution. The Board, in its discretion, may adopt a regular meeting schedule.

Section 3.4 ~~Section~~ Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the Chairman, and in his/her absence by the Vice Chairman or by at least thirty percent (30%) of the ~~members of the Board of Directors~~. Such special meetings shall require that a quorum of the Directors is present at the meeting and comply with the notice provisions in Section 3.5. By unanimous consent of the Directors, special meetings of the Board may be held without notice at any time and place.

Section 3.5 ~~Section~~ Notice. Except for Board meetings scheduled pursuant to Section 3.3, notice of any Board meeting shall be given in accordance with the following provisions. Written or printed notice stating the place, day, and hour of a special meeting of the Board, the purpose or purposes for which the Board meeting is called; shall be delivered not less than five (5) days nor more than fifty (50) days before the date of the Board meeting, either personally or by U.S. mail or electronic mail, by or at the direction of the Chairman, the Secretary, or the ~~office~~ Officer or persons calling the meeting to each Board member Director entitled to vote at such meeting. ~~Notice of regular meetings other than the annual meeting shall be made by providing each Board member with the adopted schedule of regular meetings for the ensuing year at any time after the annual meeting and five (5) days prior to the next succeeding regular meeting and at any time when requested by a Board member or by such other notice as may be prescribed by these Bylaws. Such notice shall be effective upon dispatch if sent to the Board member's postal or electronic mail address, telephone number, or other number appearing on the records of the Corporation. Should the board or within two (2) business days after depositing such written notice in the U.S. mail. Should the Board adopt a regular meeting schedule, such schedule, once published shall serve as notice.~~

Whenever any notice is required to be given to any ~~Board member~~ Director for any reason, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

Section 3.6 ~~Section~~ Informal Action. Unless otherwise provided by the Articles or these Bylaws, any action required by law, ~~or by the Articles or these Bylaws to be~~

taken at a meeting of the ~~Directors~~Board or any committee, or any other action, may be taken without a meeting if a consent in writing, setting forth the action taken, shall be signed by a majority of Directors or committee members. Any such written consent shall be effective when executed by a majority of the Directors, unless a number greater than a majority is required by law, the Articles, or these Bylaws, and shall be filed with minutes of the proceedings of the Directors or such committees.

Section 3.7 ——— ~~Section~~ Board Quorum. At least a majority of the ~~appointed Directors, (51%)~~, as fixed by these ~~Bylaws~~selected Directors, which must always include at least four (4) Directors elected by Shareholder CollabHealth Plan Services, Inc., shall constitute a quorum for the transaction of business at any meeting of the Board of ~~Directors~~, but if less than such quorum is present at the meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 3.8 ——— ~~Section~~ Submission of Acts to Approval of Shareholders. The ~~Board of Directors~~, in its discretion, may submit any contract, resolution, act, or proposition for approval or ratification at any annual meeting of the Shareholders, or at any special meeting of the Shareholders called for that purpose, and unless otherwise specifically provided by the ~~Washington Business Corporation Act or the Articles of Incorporation~~ or these Bylaws, any contract, resolution, act or proposition that shall be approved or ratified by the vote of at least ~~fifty one percent (51%)~~a majority of the Class A Shareholders of the Corporation entitled to vote at such meeting shall be as valid and binding as if it had been approved or ratified by every Class A Shareholder of the Corporation.

At each annual Shareholders meeting, the Directors shall submit a statement of business done during the preceding year together with a report of the general financial condition of the Corporation and of the condition of the Corporation's tangible real and personal property.

Section 3.9 ——— ~~Section~~ Manner of Acting. ~~The act of the majority or, as applicable, the super majority, pursuant to Section 3.1, of the Directors present at a meeting at which a quorum is present, pursuant to Section 3.7, shall constitute the act of the Board of Directors~~Manner of Acting. If a quorum exists, action on a matter for the Board is approved by the Board if the votes cast by the Directors favoring the action exceed the votes cast by the Directors opposing the action, unless the Act, the Articles or these Bylaws require a different vote.

Section 3.10 ——— ~~Section~~ Vacancies and Removal of Directors. An individual Director may be removed from office with or without cause by action of the Class A Shareholder that is entitled, pursuant to appoint the terms of the Shareholder Agreement, to elect that specific Director. An individual Director who is affiliated with a Class A Shareholder who is unwilling or unable to fulfill his/her responsibilities as a Director is subject to censure by resolution ~~of~~ approved by at least sixty percent (60%) majority of Board members of the Directors eligible to vote thereon. A Director subject to a motion of censure shall not be eligible to vote on such motion. ~~Notice~~Written notice of such censure will be forwarded to the ~~appointing~~electing Class A Shareholder organization, which such Class A Shareholder organization must immediately withdraw the appointment of the non-performing censured Director and appointelect a different

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Director to complete the ~~withdrawn~~censured Director's remaining term. Any Director so ~~withdrawn~~censured is ineligible for ~~reappointment~~re-election for at least twelve (12) months.

A Director may resign at any time by delivering a written resignation to the Chairman, Vice Chairman, Secretary or Treasurer. The resignation shall become effective thirty (30) days after the written notice is delivered unless the notice specifies a different effective date.

A vacancy on the Board of Directors will be deemed to have occurred if a Director dies, becomes ~~disabled~~Disabled, resigns, or is removed, ~~or is unable to perform his or her duties as a Director for a period of ninety (90) days.~~ In the event of death, ~~disability~~Disability or resignation, the Shareholder ~~or Shareholders~~ with the right, pursuant to the terms of the Shareholder Agreement, to elect a Director to the Board seat shall appointelect a new Director to fill the vacancy. The ~~appointment~~election will be for the unexpired term.

"Disability" or "Disabled" is defined as the inability of a Director to perform his or her duties as a Director for a continuous period of ninety (90) days or more.

Section 3.11 ——— ~~Section~~ Compensation of Directors and Officers. A person may be compensated for acting as a Director. The Board ~~of Directors~~ may fix reasonable compensation and reimbursement of expenses for the Directors, appointees, ~~officers~~Officers, and all other employees of the Corporation. The Board shall take reasonable steps to align the appropriate incentives and compensation for such individuals ~~including, but not limited to, the award of stock options or grants.~~

Section 3.12 ——— ~~Section~~ Presumption of Assent. A Director ~~of the Corporation~~ who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary ~~of the Corporation~~ which is postmarked within two (2) business days after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

Section 3.13 ——— ~~Section~~ Minutes and Corporate Records. Minutes shall be kept of all meetings of the Directors and shall be reduced to writing, signed by the Secretary or other appropriate ~~officer~~Officer and placed in the Corporate minute book as soon as practicable.

Section 3.14 ——— ~~Section~~ Rules of Order. The rules governing all meetings of the Board shall be the most recent edition of Robert's Rules of Order, Revised as may be revised from time to time, where those rules are not inconsistent with the Articles ~~of Incorporation~~, these Bylaws or special rules of order established by the Board of Directors or the Shareholders.

Section 3.15 ——— ~~Section~~ Executive Committee. The Board ~~of Directors~~, by resolution adopted by a majority of the Board of Directors, may designate, from among its ~~members~~the Directors and the Officers of the Corporation, an Executive Committee which, to the extent provided in such resolution, shall have and may exercise the authority delegated by the

Board of Directors, but no such committee shall have the authority of the Board of Directors in reference to any of the decisions reserved for Shareholders. The designation of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed by law, the Articles, or these Bylaws. The Executive Committee shall provide minutes of its actions to the Board for review.

The Executive Committee shall be chaired by the Chairman and shall include a representative of each Class A Shareholder and such other Directors or ~~officers~~ Officers as the Shareholders may ~~appoint~~ elect. The Chief Executive Officer, Chief Medical Officer, Chief Operating Officer, and Chief Financial Officer (collectively, the "Executive Team") shall also be non-voting members of the Executive Committee. Consistent with any Board resolutions, the Directors on the Executive Committee shall make the final decisions of the Executive Committee and shall seek counsel of the ~~executive team~~ Executive Team. Any Director ~~appointed~~ elect to the Executive Committee may require that a decision of the Executive Committee be referred to a regular or special meeting of the Board of Directors for final resolution. All actions of the Executive Committee shall be reported at the next regularly scheduled Board meeting.

ARTICLE 4. ~~ARTICLE~~ OFFICERS

Section 4.1 ~~Section~~ Number. The ~~officers~~ "Officers" of the Corporation shall consist of a Chairman, one or more Vice Chairmen (the number thereof to be determined by the Board of Directors), a Secretary, a Treasurer, a Chief Executive Officer, a Chief Financial Officer, a Chief Operating Officer and a Chief Medical Officer. Such other officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person, except the offices of Chairman and Secretary. Each ~~officer~~ Officer must be duly qualified, licensed or credentialed (if applicable) and/or legally authorized in the State of Washington to render such services as the Corporation may require.

Section 4.2 ~~Section~~ Election and Term of Office. The ~~Chairman~~, Vice Chairmen, Secretary and Treasurer shall be elected annually by the Board of Directors at their ~~its~~ regular annual meeting. If the election of such ~~officers~~ Officers shall not be held at such meeting, an election shall be held as soon thereafter as conveniently possible. All ~~officers~~ Officers other than the Chairman, Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, and Chief Medical Officer shall hold office for a period of one (1) year, until a successor shall have been qualified and elected, or until the death, resignation or removal in the manner hereinafter provided, whichever shall first occur. Provisions for the election and terms of office for the Chairman, Chief Executive Officer, Chief Financial Officer, Chief Medical Officer and Chief Operating Officer are set forth at Sections 4.5, 4.9, 4.10, 4.11 and 4.12.

Section 4.3 ~~Section~~ Removal, Resignation, Termination. Subject to any limitation imposed by law or unless otherwise provided herein, any ~~officer~~ Officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors without the Directors incurring personal liability to the Shareholders, the Corporation or others, whenever in the Board's judgment the best interests of the Corporation would be served thereby. Such removal shall be without prejudice to the contract rights, if any, of the person so removed.

The Chairman, Vice Chairmen, Secretary and Treasurer may be removed from such office at any time by the vote of a majority ~~vote~~ of the Board ~~Directors~~ present at a duly organized meeting ~~representing a quorum of the Board of Directors~~. Such removal shall not constitute removal of the Director from the Board, pursuant to Section 3.10 of these Bylaws. The Chief Executive Officer may be terminated by a vote of a ~~super majority (67%)~~ Super Majority of the Directors at a duly organized meeting representing a quorum of the Board members. The Chief Financial Officer, Chief Operating Officer, and Chief Medical Officer may be terminated ~~for cause~~ by the Chief Executive Officer, but only following consultation with and an affirmative vote of a majority of the Board of Directors at a duly organized meeting of the Board.

Any ~~officer~~ Officer may resign at any time by giving written notice to the ~~Board of Directors, by providing such written notice to either the Chairman or the Secretary of the Corporation, or, and for the Chief Financial Officer, Chief Operating Officer, and Chief Medical Officer, by providing such written notice to the Chief Executive Officer.~~ Such resignation shall take effect ~~upon~~ thirty (30) days following receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

The duties of any ~~officer~~ Officer shall terminate upon such ~~officer's~~ Officer's Disability, as determined by the Board. "Disability" shall be defined as the inability of an ~~officer~~ Officer to perform his or her duties as an ~~officer~~ Officer for a continuous period of ninety (90) days or more.

Section 4.4 ~~Section~~ Vacancies. A vacancy in any office (whether because of death, resignation, removal, ~~disability~~ Disability, disqualification or otherwise) may be filled by the Board ~~of Directors~~ for the unexpired portion of the term.

Section 4.5 ~~Section~~ Chairman. The Chairman shall be elected by the vote of a majority ~~vote~~ of the Corporation's Directors at a duly organized meeting of the Board. The Chairman shall serve for a minimum term of one (1) year and shall ~~either occupy one of the Board seats allocated to the Shareholder which appointed the individual or may occupy one of the independent Board seats authorized by and appointed by the Class A Shareholders consistent with Section 3.2 that elected the individual.~~

The Chairman shall be a voting member of the ~~Board of Directors~~. The Chairman shall oversee the Chief Executive Officer ~~of the Corporation~~, who shall have general charge of the Corporation and shall have general supervision over the Corporation's property and affairs. The Chairman may sign, with the Secretary or any other proper ~~officer~~ Officer of the Corporation thereunto authorized by the Board ~~of Directors~~, certificates for ~~shares~~ Shares in the Corporation, any deeds, mortgages, bonds, contracts or other instruments which the ordinary conduct of the Corporation's business requires, except in cases where the signing and execution thereof shall be expressly delegated by the Board ~~of Directors~~ or by these Bylaws to some other ~~officer~~ Officer or agent of the Corporation or shall be required by law to be otherwise signed or executed. The Chairman shall, in general, perform all duties incident to the office of Chairman of the Corporation and such other duties as may be prescribed by the Board ~~of Directors~~ from time to time. The Chairman may, from time to time, delegate any of his or her powers, but not his or her responsibilities, to a Vice Chairman or the Chief Executive Officer ~~of the Corporation~~.

The Chairman (a) shall preside at all meetings and gatherings of the Corporation, the Board of Directors and the Executive Committee; (b) shall have the power to appoint qualified individuals to committees or create ad hoc committees for particular purposes as needed; and (c) shall perform such other duties and exercise such rights as the Articles of Incorporation, these Bylaws, and customs or parliamentary usage may require, or as the Board of Directors shall direct.

Section 4.6 ——— ~~Section~~. Vice Chairman. At the annual meeting of ~~Directors~~ the Board, and every year thereafter, the Directors may choose to elect by the vote of a majority ~~at a duly organized meeting of the Board~~, one (1) or more Vice Chairmen, who shall serve in such capacity for one (1) year. The duties of each Vice Chairman shall be determined by the Board of Directors. In the absence of the Chairman, or in the event of the death, inability or refusal to act of the Chairman, the Vice Chairman (or in the event there be more than one Vice Chairman, the Vice Chairmen in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall perform the duties of the Chairman and when so acting shall have all the powers of and be subject to all the restrictions upon the Chairman. Any Vice Chairman may sign, with the Secretary or an Assistant Secretary, if applicable, certificates for ~~shares~~ Shares of the Corporation, and shall perform such other duties as from time to time may be assigned to him or her by the Chairman or by the Board of Directors.

Section 4.7 ——— ~~Section~~. Secretary. The Secretary shall: (a) keep the minutes of the Shareholders' and the Board of Directors' meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) keep a register of the post office and electronic mail address of each Shareholder and Director, which shall be furnished to the Secretary by such Shareholder or Director; (d) sign with the Chairman, or a Vice Chairman, certificates for ~~shares~~ Shares of the Corporation, the issuance of which shall have been authorized by resolution of the Board of Directors; (e) have general charge of the stock transfer books of the Corporation; and (f) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the Chairman or by the Board of Directors.

The Secretary and Treasurer positions may be combined unless the Directors decide otherwise.

Section 4.8 ——— ~~Section~~. Treasurer. If required by the Board of Directors, the Treasurer shall give a pledge for the faithful discharge of his or her duties. The Treasurer or his or her delegate shall (a) have charge and custody of and be responsible for all financial dealings, funds and securities of the Corporation; (b) ensure via audit and policy that proper records for all transactions of the Corporation shall be in accordance with the provisions of these Bylaws; (c) ensure that a proper and accurate financial report is prepared in compliance with regulations and law governing such records and shall personally sign and attest to the accuracy of such records, and (d) in general, perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the Chairman or by the Board of Directors. The Chief Financial Officer of the Corporation shall be assigned to assist the Treasurer with these duties.

Section 4.9 ~~Section~~ Chief Executive Officer. The Chief Executive Officer shall be elected or removed by ~~a super majority~~the vote of a Super Majority of the Corporation's Directors ~~as provided in Section 3.1 above~~at a duly organized meeting of the Board. The Chief Executive Officer shall serve at the pleasure of the Board of Directors and be evaluated annually.

The Chief Executive Officer shall be present at meetings of the Board of Directors, but shall not vote and may be excused by the Chairman or a majority vote of the Directors. The Chairman in conjunction with the other Directors shall oversee the activities of ~~the~~ Chief Executive Officer of the Corporation. The Chief Executive Officer shall have general charge of the Corporation and shall have general supervision over the Corporation's property and affairs. The Chief Executive Officer may sign, with the Secretary or any other proper ~~officer~~Officer of the Corporation thereunto authorized by the Board of Directors, any deeds, mortgages, bonds, contracts or other instruments which the ordinary conduct of the Corporation's business requires, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other ~~officer~~Officer or agent of the Corporation or shall be required by law to be otherwise signed or executed.

Section 4.10 ~~Section~~ Chief Financial Officer. The Chief Financial Officer shall be nominated by the Chief Executive Officer and elected by the vote of a majority ~~vote~~ of the Corporation's Directors at a duly organized meeting of the Board. The Chief Financial Officer shall serve under the Chief Executive Officer and at the pleasure of the Board of Directors and be evaluated annually by the Chief Executive Officer, with significant input from the Board of Directors.

The Chief Financial Officer shall be present at meetings of the Board of Directors, but shall not vote and may be excused by the Chairman or the Chief Executive Officer. The Chief Executive Officer shall be responsible for the activities of Chief Financial Officer. The Chief Financial Officer shall report to the Chief Executive Officer and shall have general charge of the financial affairs of the Corporation. In circumstances where the Chief Financial Officer and the Chief Executive Officer cannot agree upon a proposed management action of the Corporation, they shall first seek guidance from the Chairman and if necessary shall take the matter up with the ~~entire~~ Board of Directors, which shall render a final decision on the matter.

Section 4.11 ~~Section~~ Chief Medical Officer. The Chief Medical Officer shall be nominated by the Chief Executive Officer and elected by the vote of a majority ~~vote~~ of the Corporation's Directors at a duly organized meeting of the Board. The Chief Medical Officer shall serve under the Chief Executive Officer and at the pleasure of the Board of Directors and be evaluated annually by the Chief Executive Officer, with significant input from the Board of Directors.

The Chief Medical Officer shall be present at meetings of the Board of Directors, but shall not vote and may be excused by the Chairman or the Chief Executive Officer. The Chief Executive Officer shall be responsible for the activities of Chief Medical Officer. The Chief Medical Officer shall report to the Chief Executive Officer and shall have general charge of the medical affairs of the Corporation. In circumstances where the Chief Medical Officer and the

Chief Executive Officer cannot agree upon a proposed management action of the Corporation, they shall first seek guidance from the Chairman and if necessary shall take the matter up with the entire Board of Directors which shall render a final decision on the matter.

Section 4.12 ~~Section~~ Chief Operating Officer. The Chief Operating Officer shall be nominated by the Chief Executive Officer and elected by the vote of a majority ~~vote of the Corporation's Directors at a duly organized meeting of the Board~~. The Chief Operating Officer shall serve under the Chief Executive Officer and at the pleasure of the Board of Directors and be evaluated annually by the Chief Executive Officer, with significant input from the Board of Directors.

The Chief Operations Officer shall be present at meetings of the Board of Directors, but shall not vote and may be excused by the Chairman or the Chief Executive Officer. The Chief Executive Officer shall be responsible for the activities of the Chief Operating Officer ~~of the Corporation~~. The Chief Operating Officer shall report to the Chief Executive Officer and shall be accountable for the operations of the Corporation. In circumstances where the Chief Operating Officer and the Chief Executive Officer cannot agree upon a proposed management action of the Corporation, they shall first seek guidance from the Chairman and, if necessary, shall take the matter up with the entire Board of Directors which shall render a final decision on the matter.

Section 4.13 ~~Section~~ Salaries. The salaries, if any, of the officers ~~Officers~~ shall be fixed from time to time by the Board of Directors, and no officer ~~Officer~~ shall be prevented from receiving such salary by reason of the fact that he is also a Director of the Corporation.

ARTICLE 5. ~~ARTICLE~~ CONTRACTS, LOANS, CHECKS, AND DEPOSITS

Section 5.1 ~~Section~~ Contracts. The Board of Directors may authorize any officer ~~Officer~~ or officers ~~Officers~~, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 5.2 ~~Section~~ Loans. No loans shall be contracted on behalf of the Corporation, and no evidences of indebtedness shall be issued on its name, unless authorized by a resolution of the Board of Directors or the Executive Committee, if such authority is delegated to it by the Board of Directors pursuant to these Bylaws. Such authority may be general or confined to specific instances.

Section 5.3 ~~Section~~ Checks, Drafts, etc Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer ~~Officer~~ or officers ~~Officers~~, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

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~~Section 5.4~~ ——— ~~Section~~ ——— Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE 6. ~~ARTICLE~~. CERTIFICATES FOR SHARES AND THEIR TRANSFER

~~Section 6.1~~ ——— ~~Section~~ ——— Certificates for Shares. Certificates representing ~~shares~~ Shares of the Corporation shall be in such form as shall be determined by the Board of Directors and in accordance with the laws of the State of Washington. Such certificates shall be signed by the Chairman or a Vice Chairman and by the Secretary. All certificates for ~~shares~~ the Class A Shares shall be consecutively numbered or otherwise identified amongst the other certificates for the Class A Shares. All certificates for the Class R Shares shall be consecutively numbered or otherwise identified amongst the other certificates for the Class R Shares. The name and address of the ~~person~~ Person to whom the ~~shares~~ Shares represented thereby are issued, with the number and class of ~~shares~~ Shares and date of issue, shall be entered on the stock transfer books of the Corporation. All certificates surrendered to the Corporation for transfer shall be canceled and no new certificate shall be issued until the former certificate for a like number of ~~shares~~ Shares shall have been surrendered and canceled, except that in case of a lost, destroyed or mutilated certificate, a new one may be issued ~~therefor~~ therefore upon such terms and indemnity to the Corporation as the Board of Directors may prescribe.

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~~Section 6.2~~ ——— ~~Section~~ ——— Transfer of Shares. Upon compliance with any provisions restricting the transferability of ~~shares~~ Shares that may be set forth in the Articles, these Bylaws, the Shareholder Agreement or any other written agreement in respect thereof, transfer of ~~shares~~ Shares of the Corporation shall be made only on the stock transfer books of the Corporation by the holder of record thereof or by ~~his or hers~~ such Person's legal representative, who shall furnish proper evidence of authority to transfer, or by ~~his~~ such Person's attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the Corporation, and on surrender for cancellation of the certificate for such ~~shares~~. The person in whose name ~~shares stand on the books of the Corporation shall be deemed by the Corporation to be the owner thereof for all purposes. In accordance with the Washington Business Corporation Act and these Bylaws:~~ Shares.

————— (a) ——— ~~No Shareholder may sell or transfer any of its shares of stock of the Corporation except to another person who is eligible to be a Shareholder of the Corporation and approved by the Board of Directors.~~

————— (b) ——— ~~Except as provided in Section 2.8, Proxies, no Shareholder of the Corporation shall enter into any voting trust agreement or any other agreement vesting another person or organization with the authority to exercise the voting power of any or all of its stock.~~

————— (c) ——— ~~If any Director, Officer or Shareholder of the Corporation becomes legally disqualified to participate in the Corporation in the State of Washington, he, she or the entity shall immediately sever all employment with, and financial interest in, the Corporation and shall immediately transfer any stock he, she or it owns back to the Corporation, pursuant to the then-current Shareholders' Agreement for the Corporation.~~

~~(d) If any shares of the Corporation are transferred to any person or entity ineligible to be a Shareholder of the Corporation, whether such transfer is voluntary or involuntary or by operation of law, all shares which are transferred shall be redeemed or canceled by the Corporation pursuant to the procedures specified in the Shareholders' Agreement.~~

~~Section . . . Disqualifications. If a Shareholder becomes legally disqualified to be a Shareholder in the Corporation pursuant to the laws of the State of Washington, they shall immediately thereafter offer to sell their Shares back to the Corporation. After such disqualification, such Shareholder shall not be entitled to vote their Shares or participate in any Corporation decisions. Under this circumstance, the Shares of a Shareholder may be purchased at any time if it is deemed to be in the best interest of the Corporation by the Board of Directors. The process and price to be paid for the shares of stock repurchased herein will be determined based on the terms outlined in the Shareholders' Agreement entered into between the Corporation and the Shareholder.~~

~~Section 6.3~~ ~~Section.~~ Lost Certificates. The Corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it that is alleged to have been lost, stolen or destroyed. The Corporation may require the owner of the lost, stolen or destroyed certificate, or its legal representative, to give the Corporation a bond, or other reasonably acceptable indemnity, sufficient to indemnify the Corporation against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

ARTICLE 7. ~~ARTICLE.~~ DIVIDENDS

Upon approval by the Board of Directors, the Corporation may from time to time declare, and the Corporation may pay, dividends on its outstanding ~~shares~~ Class R Shares in the manner and upon the terms and conditions provided by law, by the Articles and by the rules and regulations of the office of the Washington State Insurance Commissioner. Upon approval by the Board and subject to the rights and preferences of the Class R Shares, as set forth in the Articles or any other written agreements with respect thereto, the Corporation may from time to time declare, and the Corporation may pay, dividends on its outstanding Voting Shares in the manner and upon the terms and conditions provided by law, by the Articles and by the rules and regulations of the office of the Washington State Insurance Commissioner.

ARTICLE 8. ~~ARTICLE.~~ SEAL

The Board of Directors may adopt a Corporate Seal which shall be circular in form and shall have inscribed thereon the name of Corporation and the words "State of Washington" and "Corporate Seal." The Board of Directors need not adopt a Corporate Seal.

ARTICLE 9. ~~ARTICLE.~~ AMENDMENTS

These Bylaws may be altered, amended or repealed and new ~~Bylaws~~ bylaws of the Corporation may be adopted by a Super Majority vote of the Directors at any regular or special meeting of the Directors or the Shareholders Board. Special meetings of the Directors or the

~~Shareholders Board~~, for the purpose of amending the Bylaws, may be called by the Chairman (or in his or her absence, the Vice Chairman); or by a majority of the Board of Directors; or at the request of Shareholders holding not less than thirty percent (30%) of all the outstanding shares of the Corporation entitled to vote at the meeting.

~~Any amendment to these Bylaws, except as to those provisions that require a super majority, by the Directors or by the Shareholders must be approved by affirmative vote of a majority of the Directors or the Shareholders; provided that any amendment to a Bylaw provision that itself requires a super majority vote must be approved by an affirmative vote of a super majority of Directors.~~

ARTICLE 10. ARTICLE. INDEMNIFICATION OF DIRECTORS AND OFFICERS

~~Section .. Definitions. As used in this Article 10:~~

~~"Act" means the Washington Business Corporation Act, now or hereafter in force.~~

~~"Corporation" means this Corporation, and any domestic or foreign predecessor entity which, in a merger or other transaction, ceased to exist.~~

~~"Director" means an individual who is or was a director of the Corporation or an individual who, while a director of the Corporation, is or was serving at the Corporation's request as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise. "Director" includes, unless the context requires otherwise, the estate or personal representative of a director.~~

~~"Expenses" include counsel fees.~~

~~"Indemnitee" means an individual made a party to a proceeding because the individual is or was a director, officer, employee, or agent of the Corporation, and who possesses indemnification rights pursuant to the Articles of Incorporation, these Bylaws, or other corporate action. If the Articles of Incorporation so provide, the term shall also include, for officers, employees, or agents, service at the Corporation's request as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise. "Indemnitee" shall also include the heirs, executors, and other successors in interest of such individuals.~~

~~"Liability" means the obligation to pay a judgment, settlement, penalty, fine, including an excise tax assessed with respect to an employee benefit plan, or reasonable expenses incurred with respect to a proceeding.~~

~~"Proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal.~~

Section 10.1 Limitation of Liability. No person will be liable to the Corporation or the Shareholders for any loss, damage, liability or expense suffered by the Corporation on account of any action taken or omitted to be taken by such person as a Director or Officer of the Corporation or of any Other Enterprise (as hereinafter defined) for which such person serves or has served as a director or officer at the request of the Corporation, if such person (i) exercised the same degree of care and skill as a prudent person would have exercised under the circumstances in the conduct of his or her own affairs, or (ii) took or omitted to take such action in reliance upon advice of counsel for the Corporation, or for such Other Enterprise, or upon statements made or information furnished by Directors, Officers, employees or agents of the Corporation, or of such Other Enterprise, which such person had no reasonable grounds to disbelieve.

~~Section 10.2~~ ~~Section~~ ~~Indemnification of Directors, Officers, Employees and Agents.~~ The Corporation shall Indemnification Generally. In addition to and without limiting the rights to indemnification and advancement of expenses specifically provided for in the other sections of this Article 10, the Corporation will indemnify and advance expenses to its directors, officers, agents, and employees, as follows: ~~Directors and Officers.~~ The Corporation shall indemnify its directors and officers each person who is or was a Director or Officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of any Other Enterprise, to the full extent permitted by the Washington Business Corporation Act now or hereafter in force. However, such indemnity shall not apply on account of ~~laws of the State of Washington as in effect on the date of the adoption of these Bylaws and as may hereafter be amended.~~

~~Acts or omissions of the director or officer finally adjudged to be intentional misconduct or a knowing violation of law;~~

~~Conduct of the director or officer finally adjudged to be in violation of RCW 23B.08.310;~~
or

~~Any transaction with respect to which it was finally adjudged that such director or officer personally received a benefit in money, property, or services to which the director was not legally entitled.~~

~~Employees and Agents Who Are Not Directors.~~ The Corporation shall indemnify and advance expenses to its employees and agents who are not directors to the same extent as directors and officers against liability arising out of a proceeding to which such individual was made a party because the individual is or was an employee or agent of the Corporation.

~~Advance for Expenses.~~ The Corporation shall advance expenses incurred by such persons who are parties to a proceeding in advance of final disposition of the proceeding pursuant to the terms set forth in these Bylaws, or in a separate directors' resolution or contract.

~~Section Procedure for Seeking Indemnification and/or Advancement of Expenses.~~

~~Notification and Defense of Claim. Indemnitee shall promptly notify the Corporation in writing of any proceeding for which indemnification could be sought under this Article. In addition, Indemnitee shall give the Corporation such information and cooperation as it may reasonably require and as shall be within Indemnitee's power.~~

~~With respect to any such proceeding as to which Indemnitee has notified the Corporation:~~

~~The Corporation will be entitled to participate therein at its own expense;~~

~~Except as otherwise provided below, to the extent that it may wish, the Corporation, jointly with any other indemnifying party similarly notified, will be entitled to assume the defense thereof, with counsel satisfactory to Indemnitee. Indemnitee's consent to such counsel will not be unreasonably withheld.~~

~~After notice from the Corporation to Indemnitee of its election to assume the defense, the Corporation will not be liable to Indemnitee under this Article for any legal or other expenses subsequently incurred by Indemnitee in connection with such defense. However:~~

~~Indemnitee shall continue to have the right to employ its counsel in such proceeding, at Indemnitee's expense; and~~

~~If:~~

~~The employment of counsel by Indemnitee has been authorized by the Corporation;~~

~~Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Corporation and Indemnitee in the conduct of such defense; or~~

~~The Corporation shall not in fact have employed counsel to assume the defense of such proceeding, the fees and expenses of Indemnitee's counsel shall be at the expense of the Corporation.~~

~~The Corporation shall not be entitled to assume the defense of any proceeding brought by or on behalf of the Corporation or as to which Indemnitee shall reasonably have made the conclusion that a conflict of interest may exist between the Corporation and the Indemnitee in the conduct of the defense.~~

~~Information to be Submitted and Method of Determination and Authorization of Indemnification. For the purpose of pursuing rights to indemnification under this Article, the Indemnitee shall submit to the Board of Directors:~~

~~A sworn statement requesting indemnification; and~~

~~Reasonable evidence of all amounts for which indemnification is requested (together an "Indemnification Statement").~~

~~Submission of an Indemnification Statement to the Board of Directors shall create a presumption that the Indemnitee is entitled to indemnification hereunder, and the Corporation shall, within sixty (60) calendar days thereafter, make payments requested in the Indemnification Statement to or for the benefit of the Indemnitee, unless~~

~~Within such sixty (60) calendar day period it shall be determined by the Corporation that the Indemnitee is not entitled to indemnification under this Article;~~

~~Such vote shall be based upon clear and convincing evidence (sufficient to rebut the foregoing presumption); and~~

~~The Indemnitee shall receive notice in writing of such determination, which notice shall disclose with particularity the evidence upon which the determination is based.~~

~~At the election of the President, the foregoing determination may be made either:~~

~~The written consent of the shareholders owning a majority of the stock of the Corporation;~~

~~A committee chosen by written consent of a majority of the directors of the Corporation, and consisting solely of two (2) or more directors not at the time parties to the proceeding; or~~

~~As provided by RCW 23B.08.550, as amended.~~

~~Any determination that the Indemnitee is not entitled to indemnification, and any failure to make the payments requested in the Indemnification Statement shall be subject to judicial review by any court of competent jurisdiction.~~

~~Special Procedure Regarding Advance for Expenses. An Indemnitee seeking payment of expenses in advance of a final disposition of the proceeding must furnish the Corporation, as part of the Indemnification Statement:~~

~~A written affirmation of the Indemnitee's good faith belief that the Indemnitee has met the standard of conduct required to be eligible for indemnification; and~~

~~A written undertaking, constituting an unlimited general obligation of the Indemnitee, to repay the advance if it is ultimately determined that the Indemnitee did not meet the required standard of conduct.~~

~~If the Corporation determines that indemnification is authorized, the Indemnitee's request for advance of expenses shall be granted.~~

~~6~~
~~Settlement.~~ The Corporation is not liable to indemnify Indemnitee for any amounts paid in settlement of any proceeding without the Corporation's written consent. The Corporation shall not settle any proceeding in any manner which would impose any penalty or limitation on Indemnitee without Indemnitee's written consent. Neither the Corporation nor Indemnitee will unreasonably withhold its consent to a proposed settlement.

~~Section.~~ Contract and Related Rights.

~~Contract Rights.~~ The right of an Indemnitee to indemnification and advancement of expenses is a contract right upon which the Indemnitee shall be presumed to have relied in determining to serve or to continue to serve in his or her capacity with the Corporation. Such right shall continue as long as Indemnitee shall be subject to any possible proceeding. Any amendment to or repeal of this Article shall not adversely affect any right or protection of an Indemnitee with respect to any acts or omissions of such Indemnitee occurring prior to such amendment or repeal.

~~Optional Insurance, Contracts, and Funding.~~ The Corporation may:

~~Maintain insurance, at its expense, to protect itself and any Indemnitee against any liability, whether or not the Corporation would have power to indemnify the individual against the same liability under RCW 23B.08.510 or .520, or successor statute;~~

~~6~~
~~Enter into contracts with any Indemnitee in furtherance of this Article and consistent with the Act; and~~

~~Create a trust fund, grant a security interest, or use other means (including without limitation a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this Article.~~

Section 10.3 Indemnification in Actions by Third Parties. The Corporation will indemnify each person who has been or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, investigative or appellate, other than an action by or in the right of the Corporation, by reason of the fact that such person is or was a Director or Officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of any Other Enterprise, against all liabilities and expenses, including, without limitation, judgments, fines, amounts paid in settlement (provided that such settlement and all amounts paid in connection therewith are approved in advance by the Corporation using the procedures set forth in Section 10.6 of these Bylaws, which approval may not be unreasonably withheld or delayed), attorneys' fees, ERISA excise taxes or penalties, and other expenses actually and reasonably incurred by such person in connection with such action, suit or proceeding (including, without limitation, the investigation, defense, settlement or appeal of such action, suit or proceeding) if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful; provided, however, that the Corporation may not be required to indemnify or advance expenses to any such person or persons seeking indemnification or advancement of expenses in connection with an

action, suit or proceeding initiated by such person or persons (including, without limitation, any crossclaim or counterclaim initiated by such person or persons) unless the initiation of such action, suit or proceeding was authorized by the Board. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or under a plea of *nolo contendere* or its equivalent, will not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, that such person had reasonable cause to believe that such person's conduct was unlawful.

Section 10.4 Indemnification in Derivative Actions. The Corporation will indemnify each person who has been or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that such person is or was a Director or Officer of the Corporation or is or was serving at the Corporation's request as a director or officer of any Other Enterprise against all expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action, suit or proceeding (including, without limitation, the investigation, defense, settlement or appeal of such action, suit or proceeding) if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, except that no indemnification under this Section will be made in respect of any claim, issue or matter as to which such person has been adjudged to be liable to the Corporation unless and only to the extent that the court in which the action, suit or proceeding was brought determines upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses that such court may deem proper.

Section 10.5 Indemnification for Expenses. Notwithstanding the other provisions of this Article 10, to the extent a person who is or was serving as a Director or Officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of any Other Enterprise, has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 10.3 and 10.4 of these Bylaws (including the dismissal of any such action, suit or proceeding without prejudice), or in defense of any claim, issue or matter therein, such person will be indemnified against reasonable expenses incurred by such person in connection therewith.

Section 10.6 Determination of Right to Indemnification. Prior to indemnifying a person pursuant to the provisions of Sections 10.2, 10.3 and 10.4 of these Bylaws, unless ordered by a court and except as otherwise provided by Section 10.5 of these Bylaws, the Corporation will determine that such person has met the specified standard of conduct entitling such person to indemnification as set forth under Sections 10.2, 10.3 and 10.4 of these Bylaws. Notwithstanding RCW 23B.08.550, or successor statute, any determination that a person will or will not be indemnified under the provisions of Sections 10.2, 10.3 and 10.4 of these Bylaws will be made (i) by a majority vote of the Directors who were not parties to such actions, suit or proceeding, even though less than a quorum; (ii) if there are no such Directors, or if such Directors so direct, by independent legal counsel in a written opinion; or (iii) by the Shareholders (but shares owned by or voted under the control of Directors who are at the time parties to the

proceeding will not be voted on the determination); provided, however, that in the event such determination is adverse to the person or persons to be indemnified hereunder, such person or persons will have the right to maintain an action in any court of competent jurisdiction against the Corporation to determine whether or not such person has met the requisite standard of conduct and is entitled to such indemnification hereunder. If such court action is successful and the person or persons is determined to be entitled to such indemnification, such person or persons will be reimbursed by the Corporation for all fees and expenses (including attorneys' fees) actually and reasonably incurred in connection with any such action (including, without limitation, the investigation, defense, settlement or appeal of such action).

Section 10.7 Advancement of Expenses. Expenses (including attorneys' fees) actually and reasonably incurred by a person who may be entitled to indemnification hereunder in defending an action, suit or proceeding, whether civil, criminal, administrative, investigative or appellate, will be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it is ultimately determined that such person is not entitled to indemnification by the Corporation. Notwithstanding the foregoing, no advance will be made by the Corporation if a determination is reasonably and promptly made by the person or body entitled to determine the right to indemnification in accordance with Section 10.6, that, based upon the facts known to the Board, independent legal counsel or Shareholders at the time such determination is made, such person acted in bad faith and in a manner that such person did not believe to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal proceeding, that such person believed or had reasonable cause to believe such person's conduct was unlawful. In no event will any advancement of expenses be made in instances where the Board, independent legal counsel or Shareholders reasonably determines that such person intentionally breached such person's duty to the Corporation or the Shareholders.

Section 10.8 Non-Exclusivity. The indemnification and advancement of expenses provided by, or granted in accordance with, this Article 10 will not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under the Act, the Articles, these Bylaws, agreement, vote of Shareholders or disinterested Directors, policy of insurance or otherwise, both as to action in their official capacity and as to action in another capacity while holding their respective offices, and will not limit in any way any right that the Corporation may have to make additional indemnifications with respect to the same or different persons or classes of persons. The indemnification and advancement of expenses provided by, or granted in accordance with, this Article 10 will continue as to a person who has ceased to be a Director or Officer and will inure to the benefit of the heirs, executors, administrators and estate of such a person.

Section 10.9 Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director or Officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of any Other Enterprise, against any liability under RCW 23B.08.510 or .520, or successor statute, which may be asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under this Article 10.

Section 10.10 Vesting of Rights. The rights granted by this Article 10 will be vested in each person entitled to indemnification hereunder as a bargained-for, contractual condition of such person's acceptance of such person's election or appointment as a Director or Officer of the Corporation or serving at the request of the Corporation as a director or officer of any Other Enterprise and while this Article 10 may be amended or repealed, no such amendment or repeal will release, terminate, or adversely affect the rights of such person under this Article 10 with respect to any act taken or the failure to take any act by such person before such amendment or repeal or with respect to any action, suit or proceeding with respect to such act or failure to act filed after such amendment or repeal.

Section 10.11 Definitions. For purposes of this Article 10, references to:

a. "Other Enterprise" includes, without limitation, any other corporation, partnership, limited liability company, joint venture, trust or employee benefit plan;

b. "director or officer of any Other Enterprise" includes, without limitation, any person performing similar functions with respect to such Other Enterprise, whether incorporated or unincorporated;

c. "fines" includes any excise taxes assessed against a person with respect to an employee benefit plan;

d. "defense" includes investigations of any threatened, pending or completed action, suit or proceeding as well as appeals thereof and also includes any defensive assertion of a cross claim or counterclaim; and

e. "serving at the request of the Corporation" includes, without limitation, any service as a Director or Officer of the Corporation that imposes duties on, or involves services by, such director or officer with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan will be deemed to have acted in a manner "not opposed to the best interests of the Corporation" as referred to in this Article 10. In all other instances where any person serves as a director or officer of an Other Enterprise, if it is not otherwise established that such person is or was serving as such director or officer at the request of the Corporation, the Board will determine whether such person is or was serving at the request of the Corporation, and it will not be necessary to show any prior request for such service, which determination will be final and binding on the Corporation and the person seeking indemnification.

Section 10.12 - Severability. If any provision of this Article 10 or the application of this Article shall be invalid any such provision to any person or circumstance is held invalid, illegal or unenforceable, the remainder of this Article and its remaining applications shall not be affected thereby, and shall continue in full force and effect, for any reason whatsoever, the remaining provisions of this Article 10 and the application of such provisions to other persons or circumstances will not be affected thereby and, to the fullest extent possible, the

court finding such provision invalid, illegal or unenforceable will modify and construe the provision so as to render it valid and enforceable as against all persons or entities and to give the maximum possible protection to persons subject to indemnification hereby within the bounds of validity, legality and enforceability. Without limiting the generality of the foregoing, if any Director or Officer of the Corporation, or any person who is or was serving at the request of the Corporation as a director or officer of any Other Enterprise, is entitled under any provision of this Article 10 to indemnification by the Corporation for some or a portion of the judgment, amounts paid in settlement, attorneys' fees, penalties, fines or other expenses actually and reasonably incurred by any such person in connection with any threatened, pending or completed action, suit or proceeding (including, without limitation, the investigation, defense, settlement or appeal of such action, suit or proceeding), whether civil, criminal, administrative, investigative or appellate, but not, however, for all of the total amount thereof, the Corporation will nevertheless indemnify such person for the portion thereof to which such person is entitled.

~~Right of Indemnitee to Bring Suit. If a claim under this Article:~~

~~For indemnification is not paid in full by the Corporation within sixty (60) days; or~~

~~For advancement of expenses is not paid in full by the Corporation within twenty (20) days;~~

~~after a written claim has been received by the Corporation, the Indemnitee may, but need not, at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. To the extent successful in whole or in part, the Indemnitee shall be entitled to also be paid the Expenses (to be proportionately prorated if the Indemnitee is only partially successful) of prosecuting such claim.~~

~~Neither:~~

~~The failure of the Corporation (including its Board of Directors, its shareholders, or independent legal counsel) to have made a determination prior to the commencement of such proceeding that indemnification of or reimbursement or advancement of expenses to the Indemnitee is proper in the circumstances, nor~~

~~An actual determination by the Corporation (including its Board of Directors, its shareholders, or independent legal counsel) that the Indemnitee is not entitled to indemnification or to the reimbursement or advancement of expenses, shall be a defense to the proceeding or create a presumption that the Indemnitee is not so entitled.~~

ARTICLE 11. ARTICLE. COMMITTEES

Section 11.1 ~~Section~~ Committees. Special standing and ad hoc committees shall be appointed by the Board of Directors, as needed, from time to time.

ARTICLE 12. ARTICLE. MISCELLANEOUS

Section 12.1 ~~Section ..~~ Executive, Officer, and Director Compensation .
The Board ~~of Directors~~ shall set policies concerning time-off, travel pay and per diem expenses, sabbatical leave, employment contracts, wage continuation, salary provisions and other such provisions for the ~~executive staff, officers~~ Executive Team, Officers, and Directors. The Board shall have the ultimate responsibility of hiring and ratifying contracts of new ~~officers~~ Officers. By the same power, it is responsible for the actions of the ~~officers~~ Officers and their termination, if necessary.

~~Section ..~~ Definition of "Person." The term "person" as used in these by laws is defined as specified by Revised Code of Washington State RCW 48.31C.010, meaning "an individual, corporation, partnership, association, joint stock company, limited liability company, trust, unincorporated organization, similar entity, or any combination acting in concert."

Section 12.2 ~~Section ..~~ Telephonic Attendance. Meetings of the Shareholders or Directors may be effectuated by means of a conference telephone or similar communications equipment by means of which all persons (including proxies, if applicable) participating in the meeting can hear each other during the meeting. Participation by such means shall constitute presence in person at such meeting.

Section 12.3 ~~Section ..~~ Conflict of Interest. The Board shall adopt and implement a conflict of interest policy for Directors, ~~officers~~ Officers, committee members and key management employees of the Corporation, including, but not limited to, the Executive Team. The policy shall include definitions of conflicts of interest situations, requirements for full disclosure of conflicts of interest situations involving the Corporation, and a statement of how the Corporation will treat and approve a transaction that involves a conflict of interest in accordance with applicable federal and state laws. Additionally, the Board and Shareholders ~~of the Corporation~~ shall remain compliant with its transactions and the reporting thereof, as required by the Washington State Holding Company Act, RCW 48.31C.030, as amended from time to time.

Section 12.4 ~~Section ..~~ Books and Records. The Corporation shall keep correct and complete books and records of ~~shares~~ Shares, records of account, minutes of the proceedings of its Shareholders, the Board ~~of Directors,~~ and any committees designated by the Board ~~of Directors,~~ and such other records as may be necessary or advisable. The Corporation shall establish its books and records to account for a fiscal year beginning on January 1st and ending December 31st of each year.

Effective this _____ day of October, 2012, _____, 2013.

SOUNDPATH HEALTH, INC.

By: _____
Name: _____
Its: Chairman

By: _____
Name: _____
Its: Chairman

By: _____

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Document 2 ID	PowerDocs://DOCS/3182575/7
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Deleted cell	
Moved cell	
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