

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM463117

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CHANGE OF NAME		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VHA Inc.		03/31/2015	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	VHA-UHC ALLIANCE NEWCO INC.		
Street Address:	290 E. John Carpenter Freeway		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75062		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4016497	RESULTS ARE JUST THE BEGINNING	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	gtipmail@gtlaw.com		
Correspondent Name:	GREENBERG TRAURIG, LLP		
Address Line 1:	1000 Louisiana St.		
Address Line 2:	Suite 1700		
Address Line 4:	Houston, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	160121-069000/US		
NAME OF SUBMITTER:	Dwayne L. Mason		
SIGNATURE:	/Dwayne L. Mason/		
DATE SIGNED:	02/23/2018		
Total Attachments: 24			
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Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "VHA INC.", CHANGING ITS NAME FROM "VHA INC." TO "VHA-UHC ALLIANCE NEWCO INC.", FILED IN THIS OFFICE ON THE TWENTIETH DAY OF MARCH, A.D. 2015, AT 5:57 O'CLOCK P.M.

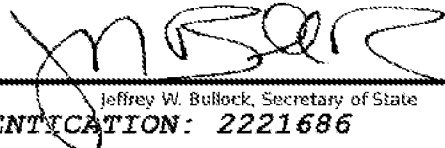
A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID RESTATED CERTIFICATE IS THE THIRTY-FIRST DAY OF MARCH, A.D. 2015, AT 12:01 O'CLOCK A.M.

2046634 8100

150390814




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 2221686

DATE: 03-20-15

You may verify this certificate online
at corp.delaware.gov/authver.shtml

TRADEMARK
REEL: 006278 FRAME: 0032

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
VHA INC.

Pursuant to Sections 242 and 245 of the
General Corporation Law of the State of Delaware

VHA Inc. (the "Corporation"), a corporation organized and existing under the General Corporation Law of the State of Delaware (the "DGCL"), hereby certifies as follows:

1. The original certificate of incorporation of VHA Reincorporation Company was filed with the Secretary of State of the State of Delaware on October 19, 1984.
2. This Amended and Restated Certificate of Incorporation was duly adopted by the Board of Directors of the Corporation in accordance with Section 141(b) and Section 242 of the DGCL, and by the stockholders of the Corporation in accordance with Section 242 of the DGCL.
3. This Amended and Restated Certificate of Incorporation has been duly adopted in accordance with Sections 242 and 245 of the DGCL and shall be effective at 12:01 a.m. Eastern Daylight Time on March 31, 2015, and amends and restates the original certificate of incorporation of the Corporation, as such has been amended as of the date hereof, to read in its entirety as follows:

ARTICLE ONE

The name of the corporation (referred to herein as the "Corporation") shall be VHA--UHC Alliance NewCo Inc.

ARTICLE TWO

The address of the Corporation's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, New Castle County, Wilmington, Delaware 19801. The name of the Corporation's registered agent at such address is The Corporation Trust Company.

ARTICLE THREE

The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware, as amended (the "DGCL").

ARTICLE FOUR

Paragraph 1. The total number of shares of all classes of stock which the corporation shall have authority to issue is 11,000,000 shares, consisting of 1,000,000 shares of Preferred Stock, with no par value per share, and 10,000,000 shares of Common Stock, with a par value of \$[REDACTED] per share (hereinafter referred to as the "Common Stock" or the "1977 Common Stock").

Paragraph 2. Effective as of the effectiveness of this Amended and Restated Certificate of Incorporation pursuant to Section 103 of the DGCL (the "Effective Time"), each share of Common Stock, par value \$[REDACTED] per share, of the Corporation issued immediately prior to the Effective Time (the "Old Common Stock") shall be and hereby is automatically reclassified, changed and converted into a number

of shares of Common Stock equal to the quotient of (a) 5,000,000 divided by (b) 96 without any action by the holder thereof. Such reclassification, change and conversion shall not change the par value of the Common Stock. Effective as of the Effective Time, the certificates outstanding and previously representing shares of Old Common Stock as of the Effective Time, if any, shall, until surrendered and exchanged for new certificates, be deemed, for all purposes, to represent a number of shares of Common Stock equal to the quotient of (a) 5,000,000 divided by (b) 96 for each share of Old Common Stock represented by such certificates prior to the Effective Time.

Paragraph 3. The powers, preferences and rights, and the qualifications, limitations and restrictions, in respect of the shares of Common Stock are as follows:

Regular Dividends

Section 1. The Board of Directors of the Corporation (the "Board") from time to time may declare dividends upon outstanding shares of Common Stock (a "Common Share") *pro rata* among the holders of Common Shares (each, a "Common Stockholder"), out of funds legally available therefor. All such dividends (whether in cash, property or securities of the Corporation) shall be referred to herein as "Regular Dividends."

Preemptive Rights

Section 2. No stockholder shall have any preemptive right to subscribe to any additional issuance or sale of (a) any share of any class of stock, or (b) any right to acquire, or any security convertible into, any share of any class of stock.

Voting Rights

Section 3.

(a) Each outstanding Common Share shall be entitled to one vote upon each matter submitted to a vote at a meeting of stockholders.

(b) When a quorum is present at any meeting of stockholders, the vote of the holders of a majority of the outstanding shares entitled to vote on a matter (and, in any case in which any class of shares is entitled by applicable statute to vote as a class on a matter, the vote of the holders of a majority of the outstanding shares of such class), present in person or represented by proxy, shall be the act of the stockholders, unless the matter is one upon which by express provision of any applicable statute or this Amended and Restated Certificate of Incorporation a different vote is required, in which case such express provision shall govern and control such vote.

Special Redemption

Section 4. If a Stockholder that has received its shares of Common Stock directly or indirectly from University HealthSystem Consortium fails to execute and deliver to the Corporation a joinder to that certain Eleventh Amended and Restated Stockholders' Agreement by and among the Corporation and the other parties thereto, as amended, within one (1) year of the consummation of the transactions contemplated by that certain Stock Purchase Agreement between the Corporation and University HealthSystem Consortium, the Corporation shall have the option to redeem such Stockholder's Common Stock at a redemption price of \$[REDACTED].

Paragraph 4. Preferred Stock. The Board is authorized, subject to the limitations prescribed by law and the provisions of this Amended and Restated Certificate of Incorporation, to provide for the issuance of shares of the Preferred Stock or to provide for the issuance of shares of the Preferred Stock in one or more series, to establish from time to time the number of shares to be included in each such series and to fix the designations, preferences, rights and qualifications, limitations or restrictions of the shares of the Preferred Stock of each such series; provided, however, that no share of Preferred Stock shall be entitled to vote.

Pursuant to the authority conferred by this Paragraph Four, the following series of Preferred Stock have been designated, each such series consisting of such number of shares, with such voting powers and with such designations, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions therefor as are stated and expressed in Exhibits A through C attached hereto and incorporated herein by reference:

- Exhibit A: Recapitalization Preferred Stock
- Exhibit B: Termination Preferred Stock
- Exhibit C: Series B Termination Preferred Stock

ARTICLE FIVE

Intentionally Omitted

ARTICLE SIX

Paragraph 1. A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability: (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders; (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) under Section 174 of the DGCL; or (iv) for any transaction from which the director derived an improper personal benefit. If the DGCL, or any other applicable law, is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL, or any other applicable law, as so amended.

Paragraph 2. The Corporation shall indemnify any person who was 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 or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he or she is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner he or she 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 his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she 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 reasonable cause to believe that his or her conduct was unlawful.

Paragraph 3. The Corporation shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation, unless, and only to the extent that, the Delaware Court of Chancery or the court in which such action or suit was brought shall determine 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 as the Delaware Court of Chancery or such other court shall deem proper.

Paragraph 4. To the extent that a present or former director, officer, employee or agent of the Corporation or other person specified in Paragraphs 2 and 3 of this Article Six has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in Paragraphs 2 and 3 of this Article Six, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

Paragraph 5. Any indemnification under Paragraphs 2 and 3 of this Article Six (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the present or former director, officer, employee or agent or other person specified in Paragraphs 2 and 3 of this Article Six is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Paragraphs 2 or 3 of this Article Six. Such determination shall be made (a) by a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum, (b) by a committee of such directors designated by a majority vote of such directors, even though less than a quorum, (c) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, or (d) by the Common Stockholders.

Paragraph 6. Expenses (including attorney's fees) incurred by a director, officer, employee or agent or other person specified in Paragraphs 2 and 3 of this Article Six in defending any civil, criminal, administrative or investigative action, suit, or proceeding shall 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 director, officer, employee or agent or other person specified in Paragraphs 2 and 3 of this Article Six to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Corporation as authorized in this Article Six.

Paragraph 7. The indemnification and advancement of expenses provided by this Article Six shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under the Amended and Restated Bylaws of the Corporation, as amended (the "Bylaws"), agreement, vote of stockholders or disinterested directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent or other person specified in Paragraphs 2 and 3 of this Article Six, and shall inure to the benefit of the heirs, executors and administrators of such person.

Paragraph 8. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or who is or was serving at the

request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this Article Six.

Paragraph 9. For purposes of this Article Six, references to the "Corporation" shall include any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had the power and authority to indemnify its directors, officers, employees or agents or other persons specified in Paragraphs 2 and 3 of this Article Six, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article Six with respect to the resulting or surviving corporation as such person would have with respect to such constituent corporation if its separate existence had continued.

Paragraph 10. For purposes of this Article Six, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service at the request of the Corporation as a director, officer, employee or agent which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries. A person who acted in good faith and in a manner he or she reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interest of the Corporation" as referred to in this Article Six.

Paragraph 11. Except for claims for indemnification (following the final disposition of an action, suit or proceeding) or advancement of expenses not paid in full, the Corporation shall be required to provide indemnification to a person eligible for indemnification pursuant to this Article Six in connection with an action, suit or proceeding (or part thereof) commenced by such person only if the commencement of such action, suit or proceeding (or part thereof) by such person was authorized in the specific case by the Board.

Paragraph 12. Any amendment, repeal or modification of this Article Six shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification.

ARTICLE SEVEN

Intentionally Omitted

ARTICLE EIGHT

Paragraph 1. The business and affairs of the Corporation shall be managed by or under the direction of the Board. The total number of directors constituting the entire Board shall not be less than fifteen (15) nor more than twenty-three (23), with the then-authorized number of directors fixed from time to time by the Board. The Common Stockholders shall have the right to elect, as a class, all directors of the Corporation, which directors shall be elected by such process and serve for such terms as are set forth from time to time in the Bylaws. Any director, or the entire Board, may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors.

Paragraph 2. A person serving on the Board by virtue of serving as the Chief Executive Officer and President of the Corporation shall be disqualified to serve on the Board at such time as such person ceases to hold such position and will be deemed to have resigned from the Board effective immediately upon ceasing to serve in such position without any further action of any kind by such person.

ARTICLE NINE

Notwithstanding anything contained herein to the contrary, upon dissolution of the Corporation, voluntary or otherwise, the assets of the Corporation remaining after provision for creditors of the corporation (other than with respect to outstanding Written Notices of Allocation) shall be distributed according to the following order of priority:

(a) First, to the payment of any preferential amounts to be distributed to the holders of Preferred Stock.

(b) Second, to the payment to each Common Stockholder of an amount equal to the original issue price of each Common Share held at such time by such Common Stockholder, provided, that the original issue price of each Common Share held at such time which was originally issued by the Corporation in connection with a merger of any predecessor of the Corporation with and into the Corporation for the purpose of reincorporation or a change in domicile shall be deemed to be equal to the original issue price of the share which was first issued by any predecessor of the Corporation and which directly or indirectly, in connection with one or more mergers for the purpose of reincorporation or a change in domicile, was exchanged for or converted into such share held at such time. If the remaining assets of the Corporation shall not be sufficient to pay in full such amount, then such assets shall be distributed ratably according to the respective amounts which would be payable if such amount were paid in full.

(c) Third, to the payment of the stated dollar amount of all Written Notices of Allocation outstanding at the time of such distribution of assets. If the remaining assets of the Corporation shall not be sufficient to pay in full such amount, then such assets shall be distributed ratably according to the respective amounts which would be payable if such amount were paid in full.

(d) Fourth, to the extent such assets represent Patronage Income (as such term is defined in the Prior Restated Certificate), to each person who was a Patron (as such term is defined in the Prior Restated Certificate) within one year prior to the effectiveness of the Restated Certificate in accordance with the ratio which Patronage Revenue (as such term is defined in the Prior Restated Certificate) received by the Corporation during such year from each such Patron bears to total Patronage Revenue received by the Corporation during such year. If the remaining assets of the Corporation shall not be sufficient to pay in full such amount, then such assets shall be distributed ratably according to the respective amounts which would be payable if such amount were paid in full. The Board shall determine the amount of such distribution to such Patrons based upon the books and records of the Corporation as soon as practicable after dissolution, which determination shall be final and conclusive.

(e) Fifth, to the extent of any remaining assets, to the payment of a liquidating dividend upon outstanding shares of Common Stock, *pro rata* within such class of shares.

ARTICLE TEN

The Corporation shall have perpetual existence.

ARTICLE ELEVEN

The Board is expressly authorized and empowered, in the manner provided in the Bylaws, to make, alter, amend and repeal the Bylaws in any respect not inconsistent with the laws of the State of Delaware or with this Amended and Restated Certificate of Incorporation without any action on the part of the stockholders; provided, however, that any Bylaws adopted or amended by the Board, and any powers conferred thereby, may be amended, altered or repealed by the affirmative vote of Common Stockholders holding seventy-five percent (75%) of the issued and outstanding Common Shares.

ARTICLE TWELVE

Election of directors shall be at the annual meeting of stockholders. The Board shall have the right to fill vacancies on the Board, whether such vacancies occur because of resignation, removal or death or by increase to the number of directors. Election of directors need not be by written ballot unless the Bylaws of the corporation so provide.

ARTICLE THIRTEEN

The Corporation reserves the right to amend, alter or repeal any provision contained in this Amended and Restated Certificate of Incorporation upon the affirmative vote of sixty-five percent (65%) of all of the members of the Board, and upon the affirmative vote of the Common Stockholders holding a majority of the issued and outstanding shares of Common Shares, present and voting, in person or by proxy, at a meeting of the Common Stockholders entitled to vote. All rights conferred upon directors or stockholders herein are granted subject to this reservation.

ARTICLE FOURTEEN

As used in this Amended and Restated Certificate of Incorporation, the following terms have the following definitions:

(a) "Academic Medical Center" shall mean a teaching hospital or health system (i) that has a documented affiliation agreement with a medical school accredited by the Liaison Committee on Medical Education, and (ii) that satisfies one or more of the following criteria: (A) is under common ownership with the medical school, (B) the majority of the department chairs of the medical school either serve as the chiefs of service of the teaching hospital or have the responsibility as department chairs for appointing the chiefs of service of the teaching hospital, or (C) has a reputation for excellence in service, teaching and research as determined in the discretion of the Board, based on the following considerations: clinical support of undergraduate medical education, an employed clinical faculty with a centralized practice plan, ten or more graduate medical education programs, support of clinical research, or designation by the medical dean or university president as the primary clinical site of the medical school.

(b) "Patronage Dividends" shall have the meaning provided in the Prior Restated Certificate.

(c) "Prior Restated Certificate" shall mean the Corrected Amended and Restated Certificate of Incorporation of the Corporation filed with the Office of the Secretary of State of the State of Delaware on April 26, 2011.

(d) "Regular Dividends" shall have the meaning ascribed thereto in Paragraph 3 of Article Four hereof.

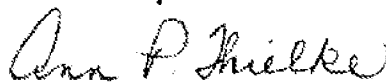
(e) "Restated Certificate" shall mean the Restated Certificate of Incorporation of the Corporation filed with the Office of the Secretary of State of the State of Delaware on November 8, 2012.

ARTICLE FIFTEEN

This Amended and Restated Certificate of Incorporation shall be effective at 12:01 a.m. Eastern Daylight Time on March 31, 2015.

IN WITNESS WHEREOF, the Corporation has caused this Amended and Restated Certificate of Incorporation to be duly executed on its behalf this 20th day of March, 2015.

VHA INC.,
a Delaware corporation



Name: Ann P. Thielke

Title: Senior Vice President and General Counsel

RECAPITALIZATION PREFERRED STOCK

100,000 shares of the Preferred Stock of VHA Inc. (the "Corporation"), no par value per share, shall be designated as the "Recapitalization Preferred Stock" (the "Recapitalization Preferred"), Shares of Recapitalization Preferred are herein sometimes referred to as the "Shares." Certain other capitalized terms used herein are defined in subdivision 11.3 hereof.

I. Terms of Recapitalization Preferred.

Section 1. Dividends.

No dividends shall accrue or be paid on the Recapitalization Preferred.

Section 2. Liquidation.

Upon any liquidation, dissolution or winding up of the Corporation, each holder of Recapitalization Preferred (herein sometimes referred to as "Recapitalization Preferred Shareholder") shall be entitled to be paid, after any distribution or payment is made upon any Cash Issue Preferred and before any distribution or payment is made upon any Junior Securities or otherwise as set forth in Article Nine of the Corporation's Restated Certificate of Incorporation, an amount in cash equal to the aggregate Liquidation Value of all Shares held by such holder, and the holder of Recapitalization Preferred shall not be entitled to any further payment. It is the intention that, as set forth, any distribution or payment on the Recapitalization Preferred in the event of a liquidation, dissolution or winding up of the Corporation shall be junior and subordinate in all respects to any outstanding Cash Issue Preferred.

If upon any such liquidation, dissolution or winding up of the Corporation, the Corporation's assets to be distributed among the holders of the Recapitalization Preferred are insufficient to permit payment to such holders of the aggregate amount which they are entitled to be paid, then the entire assets to be distributed to the holders of Recapitalization Preferred shall be distributed ratably among such holders based upon the aggregate Liquidation Value of the Recapitalization Preferred held by each such holder. The Corporation shall mail written notice of such liquidation, dissolution or winding up, not less than 60 days prior to the payment date stated therein, to each record holder of Recapitalization Preferred. Neither the consolidation or merger of the Corporation into or with any other entity or entities, nor the sale or transfer by the Corporation of all or any part of its assets, nor the reduction of the capital stock of the Corporation, shall be deemed to be a liquidation, dissolution or winding up of the Corporation within the meaning of this Section 2.

Section 3. Redemptions.

3A. Optional Redemption. Except for the redemptions contemplated by Section 3(b) below and any repurchase contemplated by Section 4 below the Corporation may at any time redeem all or any portion of the Recapitalization Preferred at a price per share equal to the Liquidation Value thereof, provided that all optional redemptions pursuant to this paragraph are made pro rata among the holders of Recapitalization Preferred on the basis of the number of Shares held by each such holder.

3B. Special Redemption. The Corporation may redeem (a "Special Redemption") all of the Recapitalization Preferred held by a Recapitalization Preferred Shareholder by sending notice to such Recapitalization Preferred Shareholder in accordance with the provisions of Section 3D hereof, at any time within 60 days following the date upon which the president of the Corporation receives a Notice of

Purchase Option that the Corporation is permitted to repurchase the Common Stock owned by a Recapitalization Preferred Shareholder. The redemption price per share in the case of Special Redemptions pursuant to this section shall be an amount equal to the Liquidation Value of such Recapitalization Preferred. Any Recapitalization Preferred Shareholder who receives a written notice by the Corporation of a Special Redemption shall transmit to the Corporation, within ten days after the receipt of such notice, the certificates evidencing its Shares. In exchange for the Recapitalization Preferred, such Recapitalization Preferred Shareholder shall receive as payment of the redemption price, at the discretion of the Board of Directors of the Corporation, either a non-interest bearing promissory note of the Corporation or shares of Termination Preferred Stock of the Corporation in a principal amount equal to the Liquidation Value of the Recapitalization Preferred. Each Special Redemption by the Corporation of Recapitalization Preferred shall be consummated at the principal office of the Corporation on the date specified in the notice of Special Redemption, which date shall not be less than 30 nor more than 60 days after the date such notice was mailed by the Corporation. At the consummation of such Special Redemption, such Recapitalization Preferred Shareholder shall transfer to the Corporation good and marketable title to each such redeemed Share free and clear of any lien, security interest or other encumbrance and shall deliver to the Corporation a stock certificate representing each such redeemed Share, duly endorsed for transfer to the Corporation.

3C. Redemption Payment. For each Share which is to be redeemed pursuant to Section 3A above, the Corporation shall be obligated on the Redemption Date to pay to the holder thereof (upon surrender by such holder at the Corporation's principal office of the certificate representing such Share) an amount in immediately available funds equal to the Liquidation Value of such Share. If the funds of the Corporation legally available for redemption of Shares on any Redemption Date are insufficient to redeem the total number of Shares to be redeemed on such date, those funds which are legally available shall be used to redeem the maximum possible number of Shares ratably among the holders of the Shares to be redeemed based upon the aggregate Liquidation Value of such Shares held by each such holder. At any time thereafter when additional funds of the Corporation are legally available for the redemption of Shares, such funds shall immediately be used to redeem the balance of the Shares which the Corporation has become obligated to redeem on any Redemption Date but which it has not redeemed.

3D. Notice of Redemption. The Corporation shall mail written notice of each redemption of any Shares of Recapitalization Preferred to each record holder of such Shares not more than 60 nor less than 30 days prior to the date on which such redemption is to be made. Upon mailing any notice of redemption, the Corporation shall become obligated to redeem the total number of Shares specified in such notice at the time of redemption specified therein. In case fewer than the total number of Shares represented by any certificate are redeemed, a new certificate representing the number of unredeemed Shares shall be issued to the holder thereof without cost to such holder as soon as possible after surrender of the certificate representing the redeemed Shares.

3E. Determination of the Number of Each Holder's Shares to be Redeemed. Except as otherwise provided herein, the number of shares of Recapitalization Preferred to be redeemed from each holder thereof in redemptions hereunder shall be the number of Shares determined by multiplying the total number of Shares to be redeemed times a fraction, the numerator of which shall be the total number of Shares then held by such holder and the denominator of which shall be the total number of Shares then outstanding.

3F. Redemption Date. On the date on which the Liquidation Value of any Share is paid in cash or other consideration, all rights of the holder of such Share will cease, and such Share will not be deemed to be outstanding.

Section 4. Repurchase Rights.

If any holder of the Corporation's Common Stock shall dispose of any share of Common Stock or any interest therein (whether by sale, transfer, assignment, gift or in any other manner) to the Corporation or otherwise, the Corporation shall have the right to repurchase any or all shares of Recapitalization Preferred held by such holder. The repurchase price per Share shall be an amount equal to the Liquidation Value. Any such repurchase shall occur simultaneously with any repurchase of the Corporation's Common Stock by the Corporation. The Corporation shall provide written notice to the holder of Recapitalization Preferred to such repurchase as provided in Section 3D hereof. Any Recapitalization Preferred Stockholder who receives a written notice by the Corporation that the Corporation is exercising its option to repurchase the Recapitalization Preferred held by such holder shall transmit to the Corporation, within ten days after receipt of such notice, the Certificate or Certificates representing its shares. In exchange for the Recapitalization Preferred, such Recapitalization Preferred Shareholder shall receive as payment of the repurchase price, at the discretion of the Board of Directors of the Corporation, either a non-interest bearing note of the Corporation or shares of Termination Preferred Stock of the Corporation with a Liquidation Value equal to the repurchase price.

Section 5. Voting Rights.

Except as otherwise required by law, the Recapitalization Preferred shall have no voting rights; provided that each holder of Recapitalization Preferred shall be entitled to notice of all stockholders meetings at the same time and in the same manner as notice is given to the stockholders entitled to vote at such meeting.

Section 6. No Conversion Rights.

The Recapitalization Preferred Stock shall have no rights to convert shares of Recapitalization Preferred to Common Stock or to another series of Preferred Stock.

II. Miscellaneous.

Section 1. Registration of Transfer.

The Corporation shall keep at its principal office a register for the registration of Recapitalization Preferred. Upon the surrender of any certificate representing Recapitalization Preferred at such place, the Corporation shall, at the request of the record holder of such certificate, execute and deliver (at the Corporation's expense) a new certificate or certificates in exchange therefor representing in the aggregate the number of Shares represented by the surrendered certificate. Each such new certificate shall be registered in such name and shall represent such number of Shares as is requested by the holder of the surrendered certificate and shall be substantially identical in form to the surrendered certificate.

Section 2. Replacement.

Upon receipt of evidence reasonably satisfactory to the Corporation (an affidavit of the registered holder shall be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing Shares of Recapitalization Preferred, and in the case of any such loss, theft or destruction, upon receipt of indemnity reasonable satisfactory to the Corporation (provided that if the holder is a financial institution or other institution investor its own agreement shall be satisfactory), or, in the case of any such mutilation upon surrender of such certificate, the Corporation shall (at its expense) execute and deliver in lieu of such certificate a new certificate of like kind representing the number of

Shares represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate.

Section 3. Definitions.

"Cash Issued Preferred" means the series of Cash Issue Preferred Stock, no par value per share, established in a resolution of the Board of Directors of the Corporation adopted on August 22, 1990.

"Common Stock" means, collectively, the Corporation's 1977 Common Stock, par value \$ [REDACTED] per share, and any capital stock of any class of the Corporation hereafter authorized which is not limited to a fixed sum or percentage of par or stated value in respect to the rights of the holders thereof to participate in the dividends or in the distribution of assets upon any liquidation, dissolution or winding up of the Corporation.

"Junior Securities" means any of the Corporation's equity securities, including any Shares of Preferred Stock other than the Recapitalization Preferred and the Cash Issue Preferred, except for such equity securities, if any, that are expressly designated as senior to the Recapitalization Preferred Stock in a resolution of the Corporation's Board of Directors.

"Liquidation Value" of any Share as of any particular date shall be equal to \$ [REDACTED]

"Notice of Purchase Option" means the date on which the president of the Corporation receives either a notice or the certificate described in items (i), (ii) or (iii) of Section 2(c) of the Corporation's Restated Certificate of Incorporation, filed March 9, 1990, as amended from time to time.

"Person" means an individual, a partnership, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

"Redemption Date" as to any Share means the date specified in the notice of any redemption at the Corporation's option or the applicable date specified herein in the case of any other redemption; provided that no such date shall be a Redemption Date unless the Liquidation Value of such Share is actually paid in full on such date in either cash or other consideration as provided herein, and if not so paid in full, the Redemption Date shall be the date on which such amount is fully paid.

"Subsidiary" means any corporation of which the shares of outstanding capital stock possessing the voting power (under ordinary circumstances) in electing the board of directors are, at the time as of which any determination is being made, owned by the Corporation either directly or indirectly through Subsidiaries.

"Termination Preferred Stock" means the series of Termination Preferred Stock, no par value per share, established in a resolution of the Board of Directors of the Corporation adopted on August 22, 1990.

"Written Notices of Allocation" means both Qualified Written Notices of Allocation and Nonqualified Written Notices of Allocation, as such terms are from time to time defined in Section 1388 of the Internal Revenue Code of 1986, as amended (or any successor thereto).

Section 4. Amendment and Waiver.

No amendment, modification or waiver shall be binding or effective with respect to any provision of this Certificate of Designation without the prior written consent of the holders of at least a majority of the Recapitalization Preferred outstanding at the time such action is taken; provided that no such action shall change the amount payable on redemption of the Recapitalization Preferred without the prior written consent of the holders of at least 75% of the Recapitalization Preferred then outstanding, or the percentage required to approve such change without the prior written consent of the holders of at least 75% of the Recapitalization Preferred then outstanding; and provided further that no change in the terms hereof may be accomplished by merger or consolidation of the Corporation with another corporation or entity unless the Corporation has obtained the proper written consent of the holders of the applicable percentage of the Recapitalization Preferred then outstanding.

Section 5. Notices.

Except as otherwise expressly provided, all notices referred to herein shall be in writing and shall be delivered by registered or certified mail, return receipt requested, postage prepaid and shall be deemed to have been given when so mailed (i) to the Corporation, at its principal executive offices and (ii) to any stockholder, at such holder's address as it appears in the stock records of the Corporation (unless otherwise indicated by any such holder).

TERMINATION PREFERRED STOCK

50,000 shares of the Preferred Stock of VHA Inc. (the "Corporation"), no par value per share, shall be designated as the "Termination Preferred Stock" (the "Termination Preferred"). Shares of Termination Preferred are herein sometimes referred to as the "Shares." Certain other capitalized terms used herein are defined in subdivision II.3 hereof.

I. Terms of Termination Preferred.

Section 1. Dividends.

No dividends shall accrue or be paid on the Termination Preferred.

Section 2. Liquidation.

Upon any liquidation, dissolution or winding up of the Corporation, each holder of Termination Preferred (herein sometimes referred to as "Termination Preferred Shareholder") shall be entitled to be paid, after any distribution or payment is made upon any Cash Issue Preferred and on any Recapitalization Preferred and before any distribution or payment is made upon any Junior Securities or otherwise as set forth in Article Nine of the Corporation's Restated Certificate of Incorporation, an amount in cash equal to the aggregate Liquidation Value of all Shares held by such holder, and the holder of Termination Preferred shall not be entitled to any further payment. If upon any such liquidation, dissolution or winding up of the Corporation, the Corporation's assets to be distributed among the holders of the Termination Preferred are insufficient to permit payment to such holders of the aggregate amount which they are entitled to be paid, then the entire assets to be distributed to the holders of Termination Preferred shall be distributed ratably among such holders based upon the aggregate Liquidation Value of the Termination Preferred held by each such holder. The Corporation shall mail written notice of such liquidation, dissolution or winding up, not less than 60 days prior to the payment date stated therein, to each record holder of Termination Preferred. Neither the consolidation or merger of the Corporation into or with any other entity or entities, nor the sale or transfer by the Corporation of all or any part of its assets, nor the reduction of the capital stock of the Corporation, shall be deemed to be a liquidation, dissolution or winding up of the Corporation within the meaning of this Section 2.

Section 3. Redemption.

3A. Optional Redemption. Except for the purchases contemplated in Section 4 below, as may be determined by the Corporation's Board of Directors, the Corporation may at any time redeem all or any portion of the Termination Preferred at a price per share equal to the Liquidation Value thereof, at such time when all Written Notices of Allocation have been fully paid for, but in no event shall such redemption occur prior to December 31, 1992, provided that all optional redemptions pursuant to this paragraph shall be made pro rata among the holders of Termination Preferred on the basis of the number of Shares held by each such holder.

3B. Redemption Payment. For each Share which is to be redeemed pursuant to Section 3A above, the Corporation shall be obligated on the Redemption Date to pay to the holder thereof (upon surrender by such holder at the Corporation's principal office of the certificate representing such Share) an amount in immediately available funds equal to the Liquidation Value of such Share. If the funds of the Corporation legally available for redemption of Shares on any Redemption Date are insufficient to redeem the total number of Shares to be redeemed on such date, those funds which are legally available

shall be used to redeem the maximum possible number of Shares ratably among the holders of the Shares to be redeemed based upon the aggregate Liquidation Value of such Shares held by each such holder. At any time thereafter when additional funds of the Corporation are legally available for the redemption of Shares, such funds shall immediately be used to redeem the balance of the Shares which the Corporation has become obligated to redeem on any Redemption Date but which it has not redeemed.

3C. Notice of Redemption. The Corporation shall mail written notice of each redemption of any Shares of Termination Preferred to each record holder of such Shares not more than 60 nor less than 30 days prior to the date on which such redemption is to be made. Upon mailing any notice of redemption, the Corporation shall become obligated to redeem the total number of Shares specified in such notice at the time of redemption specified therein. In case fewer than the total number of Shares represented by any certificate are redeemed, a new certificate representing the number of unredeemed Shares shall be issued to the holder thereof without cost to such holder as soon as possible after surrender of the certificate representing the redeemed Shares.

3D. Determination of the Number of Each Holder's Shares to be Redeemed. Except as otherwise provided herein, the number of shares of Termination Preferred to be redeemed from each holder thereof in redemptions hereunder shall be the number of Shares determined by multiplying the total number of Shares to be redeemed times a fraction, the numerator of which shall be the total number of Shares then held by such holder and the denominator of which shall be the total number of Shares then outstanding.

3E. Redemption Date. On the date on which the Liquidation Value of any Share is paid in cash or other consideration, all rights of the holder of such Share will cease, and such Share will not be deemed to be outstanding.

Section 4. First Offer Rights.

At least 30 days prior to making any transfer of any share of the Termination Preferred, the transferring Termination Preferred Shareholder (the "Transferring Shareholder") will deliver a written notice (the "Offer Notice") to the Corporation. The Offer Notice will disclose in reasonable detail the proposed number of Termination Preferred Shares to be transferred and the proposed terms and conditions of the transfer. The Corporation may elect to purchase all (but not less than all) of the Termination Preferred Shares specified in the Offer Notice at the price and on the terms specified therein by delivering written notice of such election to the Transferring Shareholder as soon as practical but in any event within ten days after the delivery of the Offer Notice. If the Corporation has elected to purchase Termination Preferred Shares from the Transferring Shareholder, the transfer of such shares will be consummated as soon as practical after the delivery of the election notices, but in any event within 15 days after the expiration of the Election Period. The "Election Period" shall mean the 30 day period after the delivery of a Transferring Shareholder's Offer Notice to the Corporation. To the extent that the Corporation has not elected to purchase all of the Termination Preferred Shares being offered, the Transferring Shareholder may, within 30 days after the expiration of the Election Period, transfer such Termination Preferred Shares to one or more third parties at a price no less than the price per share specified in the Offer Notice and on other terms no more favorable to the transferees than offered to the Corporation in the Offer Notice. The purchase price specified in the Offer Notice shall be payable solely in cash at the closing of the transaction or in instalments over time, and no Termination Preferred Share may be pledged.

Section 5. Voting Rights.

Except as otherwise required by law, the Termination Preferred shall have no voting rights; provided that each holder of Termination Preferred shall be entitled to notice of all stockholders meetings at the same time and in the same manner as notice is given to the stockholders entitled to vote at such meeting.

Section 6. No Conversion Rights.

The Termination Preferred Stock shall have no rights to convert shares of Termination Preferred Stock to Common Stock or to another series of Preferred Stock.

II. Miscellaneous.

Section 1. Registration of Transfer.

The Corporation shall keep at its principal office a register for the registration of Termination Preferred. Upon the surrender of any certificate representing Termination Preferred at such place, the Corporation shall, at the request of the record holder of such certificate, execute and deliver (at the Corporation's expense) a new certificate or certificates in exchange therefor representing in the aggregate the number of Shares represented by the surrendered certificate. Each such new certificate shall be registered in such name and shall represent such number of Shares as is requested by the holder of the surrendered certificate and shall be substantially identical in form to the surrendered certificate.

Section 2. Replacement.

Upon receipt of evidence reasonably satisfactory to the Corporation (an affidavit of the registered holder shall be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing Shares of Termination Preferred, and in the case of any such loss, theft or destruction, upon receipt of indemnity reasonable satisfactory to the Corporation (provided that if the holder is a financial institution or other institution investor its own agreement shall be satisfactory), or, in the case of any such mutilation upon surrender of such certificate, the Corporation shall (at its expense) execute and deliver in lieu of such certificate a new certificate of like kind representing the number of Shares represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate.

Section 3. Definitions.

"Cash Issued Preferred" means the series of Cash Issue Preferred Stock, no par value per share, established in a resolution of the Board of Directors of the Corporation adopted on August 22, 1990.

"Common Stock" means, collectively, the Corporation's 1977 Common Stock, par value \$ [REDACTED] per share, and any capital stock of any class of the Corporation hereafter authorized which is not limited to a fixed sum or percentage of par or stated value in respect to the rights of the holders thereof to participate in the dividends or in the distribution of assets upon any liquidation, dissolution or winding up of the Corporation.

"Junior Securities" means any of the Corporation's equity securities, including any Shares of preferred Stock other than the Cash Issue Preferred, Recapitalization Preferred and Termination Preferred except for such equity securities, if any, that are expressly designated as senior to the Termination Preferred Stock in a resolution of the Corporation's Board of Directors.

"Liquidation Value" of any Share as of any particular date shall be equal to \$ [REDACTED].

"Person" means an individual, a partnership, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

"Recapitalization Preferred" means the series of Recapitalization Preferred, no par value per share, established in a resolution of the Board of Directors of the Corporation adopted on August 22, 1990.

"Redemption Date" as to any Share means the date specified in the notice of any redemption at the Corporation's option or the applicable date specified herein in the case of any other redemption; provided that no such date shall be a Redemption Date unless the Liquidation Value of such Share is actually paid in full on such date in either cash or other consideration as provided herein, and if not so paid in full, the Redemption Date shall be the date on which such amount is fully paid.

"Subsidiary" means any corporation of which the shares of outstanding capital stock possessing the voting power (under ordinary circumstances) in electing the board of directors are, at the time as of which any determination is being made, owned by the Corporation either directly or indirectly through Subsidiaries.

"Written Notices of Allocation" means both Qualified Written Notices of Allocation and Nonqualified Written Notices of Allocation, as such terms are from time to time defined in Section 1388 of the Internal Revenue Code of 1986, as amended (or any successor thereto).

Section 4. Amendment and Waiver.

No amendment, modification or waiver shall be binding or effective with respect to any provision of this Certificate of Designations without the prior written consent of the holders of at least a majority of the Termination Preferred outstanding at the time such action is taken; provided that no such action shall change the amount payable on redemption of the Termination Preferred without the prior written consent of the holders of at least 75% of the Termination Preferred then outstanding, or the percentage required to approve such change without the prior written consent of the holders of at least 75% of the Termination Preferred then outstanding; and provided further that no change in the terms hereof may be accomplished by merger or consolidation of the Corporation with another corporation or entity unless the Corporation has obtained the proper written consent of the holders of the applicable percentage of the Termination Preferred then outstanding.

Section 5. Notices.

Except as otherwise expressly provided, all notices referred to herein shall be in writing and shall be delivered by registered or certified mail, return receipt requested, postage prepaid and shall be deemed to have been given when so mailed (i) to the Corporation, at its principal executive offices and (ii) to any stockholder, at such holder's address as it appears in the stock records of the Corporation (unless otherwise indicated by any such holder).

SERIES B TERMINATION PREFERRED STOCK

50,000 shares of the Preferred Stock of VHA Inc. (the "Corporation"), no par value per share, shall be designated as the "Series B Termination Preferred Stock" (the "Series B Termination Preferred"). Shares of Series B Termination Preferred are herein sometimes referred to as the "Shares." Certain other capitalized terms used herein are defined in subdivision 11.3 hereof.

I. Terms of Series B Termination Preferred.

Section 1. Dividends.

No dividends shall accrue or be paid on the Series B Termination Preferred.

Section 2. Liquidation.

Upon any liquidation, dissolution or winding up of the Corporation, each holder of Series B Termination Preferred (herein sometimes referred to as "Series B Termination Preferred Shareholder") shall be entitled to be paid, after any distribution or payment is made upon any Cash Issue Preferred and on any Recapitalization Preferred and before any distribution or payment is made upon any Junior Securities or otherwise as set forth in Article Nine of the Corporation's Restated Certificate of Incorporation, an amount in cash equal to the aggregate Liquidation Value of all Shares held by such holder, and the holder of Series B Termination Preferred shall not be entitled to any further payment. If upon any such liquidation, dissolution or winding up of the Corporation, the Corporation's assets to be distributed among the holders of the Series B Termination Preferred are insufficient to permit payment to such holders of the aggregate amount which they are entitled to be paid, then the entire assets to be distributed to the holders of Series B Termination Preferred shall be distributed ratably among such holders based upon the aggregate Liquidation Value of the Series B Termination Preferred held by each such holder. The Corporation shall mail written notice of such liquidation, dissolution or winding up, not less than 60 days prior to the payment date stated therein, to each record holder of Series B Termination Preferred. Neither the consolidation or merger of the Corporation into or with any other entity or entities, nor the sale or transfer by the Corporation of all or any part of its assets, nor the reduction of the capital stock of the Corporation, shall be deemed to be a liquidation, dissolution or winding up of the Corporation within the meaning of this Section 2.

Section 3. Redemption.

3A. Optional Redemption. Except for the purchases contemplated in Section 4 below, as may be determined by the Corporation's Board of Directors, the Corporation may at any time redeem all or any portion of the Series B Termination Preferred at a price per share equal to the Liquidation Value thereof, at such time when all Written Notices of Allocation issued in connection with Patronage Dividends shall have been fully paid for provided that all optional redemptions pursuant to this paragraph shall be made pro rata among the holders of Series B Termination Preferred on the basis of the number of Shares held by each such holder.

3B. Mandatory Redemption. The Corporation shall redeem each Share of the Series B Termination Preferred at a price per share equal to the Liquidation Value thereof upon ten years having passed since the issue date of such Share of Series B Termination Preferred.

3C. Redemption Payment. For each Share which is to be redeemed pursuant to Section 3A or 3B above, the Corporation shall be obligated on the Redemption Date to pay to the holder thereof (upon surrender by such holder at the Corporation's principal office of the certificate representing such Share) an amount in immediately available funds equal to the Liquidation Value of such Share. If the funds of the Corporation legally available for redemption of Shares on any Redemption Date are insufficient to redeem the total number of Shares to be redeemed on such date, those funds which are legally available shall be used to redeem the maximum possible number of Shares ratably among the holders of the Shares to be redeemed based upon the aggregate Liquidation Value of such Shares held by each such holder. At any time thereafter when additional funds of the Corporation are legally available for the redemption of Shares, such funds shall immediately be used to redeem the balance of the Shares which the Corporation has become obligated to redeem on any Redemption Date but which it has not redeemed.

3D. Notice of Redemption. The Corporation shall mail written notice of each redemption of any Shares of Series B Termination Preferred to each record holder of such Shares not more than 60 nor less than 30 days prior to the date on which such redemption is to be made. Upon mailing any notice of redemption, the Corporation shall become obligated to redeem the total number of Shares specified in such notice at the time of redemption specified therein. In case fewer than the total number of Shares represented by any certificate are redeemed, a new certificate representing the number of unredeemed Shares shall be issued to the holder thereof without cost to such holder as soon as possible after surrender of the certificate representing the redeemed Shares.

3E. Determination of the Number of Each Holder's Shares to be Redeemed. Except as otherwise provided herein, the number of shares of Series B Termination Preferred to be redeemed from each holder thereof in redemptions hereunder shall be the number of Shares determined by multiplying the total number of Shares to be redeemed times a fraction, the numerator of which shall be the total number of Shares then held by such holder and the denominator of which shall be the total number of Shares then outstanding.

3F. Redemption Date. On the date on which the Liquidation Value of any Share is paid in cash or other consideration, all rights of the holder of such Share will cease, and such Share will not be deemed to be outstanding.

Section 4. First Offer Rights.

At least 30 days prior to making any transfer of any share of the Series B Termination Preferred, the transferring Series B Termination Preferred Shareholder (the "Transferring Shareholder") will deliver a written notice (the "Offer Notice") to the Corporation. The Offer Notice will disclose in reasonable detail the proposed number of Series B Termination Preferred Shares to be transferred and the proposed terms and conditions of the transfer. The Corporation may elect to purchase all (but not less than all) of the Series B Termination Preferred Shares specified in the Offer Notice at the price and on the terms specified therein by delivering written notice of such election to the Transferring Shareholder as soon as practical but in any event within ten days after the delivery of the Offer Notice. If the Corporation has elected to purchase Series B Termination Preferred Shares from the Transferring Shareholder, the transfer of such shares will be consummated as soon as practical after the delivery of the election notices, but in any event within 15 days after the expiration of the Election Period. The "Election Period" shall mean the 30 day period after the delivery of a Transferring Shareholder's Offer Notice to the Corporation. To the extent that the Corporation has not elected to purchase all of the Series B Termination Preferred Shares being offered, the Transferring Shareholder may, within 30 days after the expiration of the Election Period, transfer such Series B Termination Preferred Shares to one or more third parties at a price no less than the price per share specified in the Offer Notice and on other terms no more favorable to the transferees than offered to the Corporation in the Offer Notice. The purchase price specified in the Offer

Notice shall be payable solely in cash at the closing of the transaction or in installments over time, and no Series B Termination Preferred Share may be pledged.

Section 5. No Voting Rights.

Except as otherwise required by law, the Series B Termination Preferred shall have no voting rights.

Section 6. No Conversion Rights.

The Series B Termination Preferred Stock shall have no rights to convert shares of Series B Termination Preferred Stock to Common Stock or to another series of Preferred Stock.

II. Miscellaneous.

Section 1. Registration of Transfer.

The Corporation shall keep at its principal office a register for the registration of Series B Termination Preferred. Upon the surrender of any certificate representing Series B Termination Preferred at such place, the Corporation shall, at the request of the record holder of such certificate, execute and deliver (at the Corporation's expense) a new certificate or certificates in exchange therefor representing in the aggregate the number of Shares represented by the surrendered certificate. Each such new certificate shall be registered in such name and shall represent such number of Shares as is requested by the holder of the surrendered certificate and shall be substantially identical in form to the surrendered certificate.

Section 2. Replacement.

Upon receipt of evidence reasonably satisfactory to the Corporation (an affidavit of the registered holder shall be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing Shares of Series B Termination Preferred, and in the case of any such loss, theft or destruction, upon receipt of indemnity reasonable satisfactory to the Corporation (provided that if the holder is a financial institution or other institution investor its own agreement shall be satisfactory), or, in the case of any such mutilation upon surrender of such certificate, the Corporation shall (at its expense) execute and deliver in lieu of such certificate a new certificate of like kind representing the number of Shares represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate.

Section 3. Definitions.

"Cash Issued Preferred" means the series of Cash Issue Preferred Stock, no par value per share, established in a resolution of the Board of Directors of the Corporation adopted on August 22, 1990.

"Common Stock" means, collectively, the Corporation's 1977 Common Stock, par value \$ [REDACTED] per share, and any capital stock of any class of the Corporation hereafter authorized which is not limited to a fixed sum or percentage of par or stated value in respect to the rights of the holders thereof to participate in the dividends or in the distribution of assets upon any liquidation, dissolution or winding up of the Corporation.

"Junior Securities" means any of the Corporation's equity securities, including any Shares of Preferred Stock other than the Cash Issue Preferred, Recapitalization Preferred, and Termination Preferred Stock described in those Certificate of Designations of Preferences, Rights and Limitations of

Preferred Stock filed with the State of Delaware on September 5, 1990 and Series B Termination Preferred except for such equity securities, if any, that are expressly designated as senior to the Series B Termination Preferred Stock in a resolution of the Corporation's Board of Directors.

"Liquidation Value" of any Share as of any particular date shall be equal to \$ [REDACTED].

"Patronage Dividends" has the meaning ascribed thereto in the Corporation's Restated Certificate of Incorporation.

"Person" means an individual, a partnership, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

"Recapitalization Preferred" means the series of Recapitalization Preferred, no par value per share, established in a resolution of the Board of Directors of the Corporation adopted on August 22, 1990.

"Redemption Date" as to any Share means the date specified in the notice of any redemption at the Corporation's option or the applicable date specified herein in the case of any other redemption; provided that no such date shall be a Redemption Date unless the Liquidation Value of such Share is actually paid in full on such date in either cash or other consideration as provided herein, and if not so paid in full, the Redemption Date shall be the date on which such amount is fully paid.

"Subsidiary" means any corporation of which the shares of outstanding capital stock possessing the voting power (under ordinary circumstances) in electing the board of directors are, at the time as of which any determination is being made, owned by the Corporation either directly or indirectly through Subsidiaries.

"Written Notices of Allocation" means both Qualified Written Notices of Allocation and Nonqualified Written Notices of Allocation, as such terms are from time to time defined in Section 1388 of the Internal Revenue Code of 1986, as amended (or any successor thereto).

Section 4. Amendment and Waiver.

No amendment, modification or waiver shall be binding or effective with respect to any provision of this Certificate of Designations without the prior written consent of the holders of at least a majority of the Series B Termination Preferred outstanding at the time such action is taken; provided that no such action shall change the amount payable on redemption of the Series B Termination Preferred without the prior written consent of the holders of at least 75% of the Series B Termination Preferred then outstanding, or the percentage required to approve such change without the prior written consent of the holders of at least 75% of the Series B Termination Preferred then outstanding; and provided further that no change in the terms hereof may be accomplished by merger or consolidation of the Corporation with another corporation or entity unless the Corporation has obtained the proper written consent of the holders of the applicable percentage of the Series B Termination Preferred then outstanding.

Section 5. Notices.

Except as otherwise expressly provided, all notices referred to herein shall be in writing and shall be delivered by registered or certified mail, return receipt requested, postage prepaid and shall be deemed to have been given when so mailed (i) to the Corporation, at its principal executive offices and (ii) to any

stockholder, at such holder's address as it appears in the stock records of the Corporation (unless otherwise indicated by any such holder).