

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM603719

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	CHANGE OF NAME		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Aegis Health Group, Inc.		06/01/2017	Corporation: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Trilliant Health, Inc.		
<b>Street Address:</b>	8 Cadillac Drive		
<b>Internal Address:</b>	Suite 450		
<b>City:</b>	Brentwood		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37027		
<b>Entity Type:</b>	Corporation: TENNESSEE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4500803	ONECOMMUNITY.COM	
<b>Registration Number:</b>	4500802	ONECOMMUNITY.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6152482954		
<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>			
<b>Phone:</b>	615-742-7944		
<b>Email:</b>	trademarks@bassberry.com		
<b>Correspondent Name:</b>	Martha B. Allard		
<b>Address Line 1:</b>	150 3rd Ave. S.		
<b>Address Line 2:</b>	Suite 2800		
<b>Address Line 4:</b>	Nashville, TENNESSEE 37201		
<b>ATTORNEY DOCKET NUMBER:</b>	112553.0111		
<b>NAME OF SUBMITTER:</b>	Martha B. Allard		
<b>SIGNATURE:</b>	/Martha B. Allard/		
<b>DATE SIGNED:</b>	10/19/2020		
<b>Total Attachments: 23</b>			
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**Tre Hargett**  
Secretary of State

Davidson County CHARTER  
Recvd: 06/02/17 10:45 24 pgs  
Fees:16.50 Taxes:0.00  
**20170602-0055021**

## Division of Business Services

### Department of State

State of Tennessee

312 Rosa L. Parks AVE, 6th FL  
Nashville, TN 37243-1102

Trilliant Health, Inc.  
STE 450  
8 CADILLAC DR  
BRENTWOOD, TN 37027-5329

June 1, 2017

### Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepancies.

**Control # : 214375** Status: Active  
Filing Type: For-profit Corporation - Domestic

#### Document Receipt

Receipt # : 003403641 Filing Fee: \$20.00  
Payment-Check/MO - CFS-1, NASHVILLE, TN \$20.00

Amendment Type: Articles of Amendment  
Filed Date: 06/01/2017 2:59 PM

Image # : B0388-3203

This will acknowledge the filing of the attached articles of amendment with an effective date as indicated above. When corresponding with this office or submitting documents for filing, please refer to the control number given above.

You must also file this document in the office of the Register of Deeds in the county where the entity has its principal office if such principal office is in Tennessee.

Tre Hargett  
Secretary of State

Processed By: Alex Maxfield

Field Name	Changed From	Changed To
Filing Name	AEGIS HEALTH GROUP, INC.	Trilliant Health, Inc.
Registered Agent #	0135861	0657094
Registered Agent First Name	STEVEN	MARK
Registered Agent Last Name	EISEN, ESQ.	MANNER
Registered Agent Middle Name	J.	No Value
Registered Agent Physical Address 1	211 COMMERCE ST	150 3RD AVE S
Registered Agent Physical Address 2	STE 800	STE 2800
Registered Agent Physical Postal Code	37201-1817	37201-2017

**THIRD AMENDED AND RESTATED CHARTER  
OF TRILLIANT HEALTH, INC.**

**FILED**

Pursuant to the Tennessee Business Corporation Act, Aegis Health Group, Inc., which was incorporated on April 6, 1989, and has a control number of 214375, hereby amends and restates its Charter in its entirety as follows:

- 1. Name. The name of the Corporation is:

Trilliant Health, Inc.

2. Shares. The maximum number of shares of capital stock of all classes which the Corporation shall have the authority to issue is Ten Million (10,000,000) shares, of which Nine Million Five Hundred Thousand (9,500,000) shares, of a par value of \$.01 per share, shall be of a class designated "Common Stock," and Five Hundred Thousand (500,000) shares shall be of a class designated "Preferred Stock;" which Preferred Stock, if and when issued, shall be with \$1.00 par value.

The designations, preferences, privileges and powers, and relative, participating, optional or other special rights and qualifications, limitations or restrictions of the above classes of capital stock shall be as follows:

- (a) Preferred Stock.

- (i) Shares of Preferred Stock may be divided into and issued in one or more series at such time or times and for such consideration as the Board of Directors may determine, and either with or without par value, as set forth in the introductory paragraph of this Paragraph 2. All shares of any one series shall be of equal rank and identical in all respects, except that shares of one series issued at different times may differ as of dates from which dividends thereon may be cumulative.

- (ii) Authority is hereby expressly granted to the Board of Directors to fix and determine from time to time, by resolution or resolutions providing for the establishment and/or issuance of any series of Preferred Stock, the designation of such series and the powers, preferences, and rights of the shares of such series, and the qualifications, limitation or restrictions thereof, as the Board of Directors may deem advisable and as shall not be inconsistent with the provisions of this charter and to the full extent now or hereafter permitted by the laws of the state of Tennessee, including, but not limited to, any of the following:

- (1) The designation and number of shares comprising each series;

- (2) The rate of dividends, if any, and whether such dividends shall be noncumulative, cumulative to the extent earned, or cumulative and, if cumulative, from which date or dates;

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(3) Whether such dividends, if any, shall be payable in cash or in other consideration, including capital stock, either Common Stock or Preferred Stock of the Corporation;

(4) Whether the shares shall be redeemable and, if so the price at which and the terms and conditions of such redemptions;

(5) Whether there shall be a sinking fund for the redemption;

(6) The rights to which the holders of the shares shall be entitled in the event of voluntary or involuntary liquidation, dissolution or winding-up of the Corporation, and the priority of payment of shares in any such event;

(7) Whether the shares shall be convertible into or exchangeable for shares of any other class or any other series and the terms thereof, and, if so convertible or exchangeable, the conversion price or prices, or the rates of exchange and the adjustments thereof, if any, at which the conversion or exchange may be made, and any other terms and conditions of the conversion or exchange; and

(8) Any other preferences, privileges and powers, and relative participating, optional or other special rights, and qualifications, limitations or restrictions of a series, as the Board of Directors may deem advisable and as are not inconsistent with the provisions of this charter, and as shall be set forth in the resolution or resolutions providing for the establishment and/or issuance of such series of Preferred Stock.

(iii) Before any dividends on any class or classes of stock of the Corporation ranking junior to the Preferred Stock (other than dividends payable in shares of any class or classes of stock of the Corporation ranking junior to the Preferred Stock) may be declared or paid or set apart for payment, the holders of shares of Preferred Stock of each series are entitled to such cash dividends, or dividends payable in other consideration allowed pursuant to this charter or pursuant to the resolution or resolutions providing for the establishment and/or issuance of such series of Preferred stock, but only when and as declared by the Board of Directors out of funds legally available therefor, as they may be entitled to in accordance with the resolution or resolutions adopted by the Board of Directors providing for the issue of the series, payable on such dates in each year as may be fixed in the resolution or resolutions. The term "class or classes of stock of the Corporation ranking junior to the Preferred Stock" means the Common Stock and any other class or classes of stock of the Corporation hereafter authorized which rank junior to the Preferred Stock as to dividends or upon liquidation.

(iv) The shares of Preferred Stock shall have no voting power or voting rights with respect to any matter whatsoever, except as may be otherwise required

by law or may be provided in the resolution or resolutions of the Board of Directors creating the series of which such shares are a part.

(v) Authority is hereby expressly granted to the Board of Directors to make any change in the designations, terms, limitations or relative rights or preferences, of any series of Preferred Stock in the same manner as provided for in the issuance of Preferred Stock, so long as no shares of such series are outstanding at such time.

(vi) Shares of Preferred Stock which have been issued and reacquired in any manner by the Corporation (excluding, until the Corporation elects to retire them, shares which are held as treasury shares but including shares redeemed, shares purchased and retired and shares which have been converted into shares of Common Stock) will have the status of authorized and unissued shares of Preferred Stock and may be reissued.

(b) Common Stock.

(i) After the requirements with respect to preferential dividends, if any, on any series of Preferred Stock (fixed pursuant to resolutions as provided in Section 2(a) above), shall have been met, and after the Corporation shall have complied with all requirements, if any, with respect to the setting aside of sums in a sinking fund for the purchase of redemption of shares of any series of Preferred Stock (fixed pursuant to resolutions as provided in Section 2(a) above), then, and not otherwise, the holders of Common Stock shall receive, to the extent permitted by law and to the extent the Board of Directors shall determine, such dividends as may be declared from time to time by the Board of Directors.

(ii) After distribution in full of the preferential amount, if any (fixed pursuant to resolutions as provided in Section 2(a) above), to be distributed to the holders of any series of Preferred Stock in the event of the voluntary, or involuntary liquidation, dissolution or winding-up of the Corporation, the holder of the Common Stock shall be entitled to receive all of the remaining assets of the Corporation of whatever kind available for distribution to shareholders ratably in proportion to the number of shares of Common Stock held by them respectively. The Board of Directors may distribute in kind to the holders of Common Stock such remaining assets of the Corporation or may sell, transfer or otherwise dispose of all or any part of such remaining assets to any other corporation, trust or other entity and receive payment therefor in cash, stock or obligations of such other corporation, trust or other entity, or any combination thereof, and may sell all or any part of the consideration so received and distribute any balance thereof in kind to holders of Common Stock. The merger or consolidation of the Corporation into or with any other corporation, or the merger of any other corporation into it, or any purchase or redemption of shares of stock of the Corporation or any class, shall not be deemed to be a dissolution, liquidation or winding-up of the Corporation for the purposes of this subsection (ii).

(iii) Except as may be otherwise required by law or by this charter, each holder of Common Stock shall have one vote in respect of each share of such stock held by such holder on all matters voted upon by the shareholders.

(c) Preemptive Rights. The holder of shares of Common Stock, now or hereafter authorized or acquired, shall not have preemptive rights, except upon agreement of the Board of Directors. No holder of shares of the Preferred Stock, now or hereafter authorized, shall have any preferential or preemptive right to subscribe for, purchase or receive any shares of stock of the Corporation of any class, now or hereafter authorized, or any options or warrants for such shares, or any rights to subscribe to or purchase such shares, or any securities convertible into or exchangeable for such shares, which may at any time or from time to time be issued, sold or offered for sale by the Corporation; except when and as declared by the Board of Directors in a resolution or resolutions, duly adopted, providing for the issuance of such shares as a class or series of Preferred stock, and except as may be provided in such resolution or resolutions creating such class or series of which such shares are a part.

(d) Preferences, Privileges, and Powers of Series A Preferred Stock, \$1.00 par value.

(i) Voting. Except as may be otherwise provided in these terms of the Series A Preferred Stock or by law, the Series A Preferred Stock shall vote together with all other classes and series of stock of the Corporation as a single class on all actions to be taken by the shareholders of the Corporation. Each share of Series A Preferred Stock shall entitle the holder thereof to such number of votes per share on each such action as shall equal the number of shares of Common Stock (including fractions of a share) into which each share of Series A Preferred Stock is then convertible.

(ii) Dividends.

(1) Right to Receive Cash Dividends. The holders of shares of Series A Preferred Stock shall be entitled to receive cash dividends when and as declared by the Board of Directors, but only out of funds legally available therefor.

(2) Cash Dividends. If the Board of Directors of the Corporation at its option shall elect to pay or declare and set apart for payment any cash dividends on any shares of Common Stock of the Corporation out of any funds legally available therefor, the holders of shares of Series A Preferred Stock shall be entitled at such time to receive cash dividends out of such legally available funds equal to the cash dividends payable with respect to each share of Common Stock multiplied by the number of shares of Common Stock into which such Series A Preferred Stock could be converted pursuant to Section (iv) below on the record date fixed for the determination of the holders of Common Stock entitled to such cash dividends, and cash dividends may be declared and

paid upon Common Stock only if such cash dividends shall have been, or shall be simultaneously, paid to or declared and set apart on account of all shares of Series A Preferred Stock then issued and outstanding.

(iii) Liquidation Preference.

(1) Preference. In the event of any liquidation, dissolution or winding up of the affairs of the Corporation, voluntarily or involuntarily, the holders of each share of Series A Preferred Stock, prior to any distribution to the holders of the Common Stock or any other stock ranking junior to the Series A Preferred Stock ("Junior Shares"), shall be entitled to receive pro rata a preferential amount equal to (i) \$1.00 per share (adjusted to reflect any stock split, stock dividend, combination, recapitalization or reorganization) of Series A Preferred Stock held by them and (ii) all cash dividends and distributions, if any, then declared and unpaid on account of Series A Preferred Stock (such preferential amount being hereinafter referred to as the "Series A Preferred Stock Liquidation Preference"). After payment or setting apart for payment of the Series A Preferred Stock Liquidation Preference, the remaining assets of the Corporation, if any, shall be distributed among the holders of the Series A Preferred Stock and the Junior Shares on an as-converted basis. If upon such liquidation, dissolution or winding up, the assets of the Corporation are insufficient (after payment of the liquidation preference of any class of Preferred Stock ranking senior on liquidation to the Series A Preferred Stock) to provide for the payment in full of the Series A Preferred Stock Liquidation Preference for each share of Series A Preferred Stock outstanding, such assets as are available shall be paid out pro rata among the outstanding shares of Series A Preferred Stock.

(2) Merger or Acquisition. A consolidation or merger of the Corporation with or into any other corporation or corporations (other than a merger in which the holders of capital stock of this Corporation immediately prior to the merger directly or indirectly beneficially own a majority of the capital stock of the surviving corporation immediately after the merger), or any transaction or series of transactions in which in excess of 50% of the Corporation's voting power is transferred, or a sale of all or substantially all of the assets of the Corporation, shall be deemed to be a liquidation, dissolution or winding up within the meaning of this Section (iii).

(iv) Conversion of Series A Preferred Stock.

The holders of the Series A Preferred Stock shall have conversion rights in accordance with the following provisions:

(1) Right to Convert. Shares of Series A Preferred Stock may, at the option of the holders, be converted into shares of Common Stock of



the Corporation (as such shares of Common Stock may be constituted on the conversion date) at any time and from time to time at the rate of one share of Common Stock for each share of Series A Preferred Stock, subject to adjustment as provided below (the "Conversion Rate").

(2) Mechanics of Conversion. The holder of a share or shares of Series A Preferred Stock may exercise the conversion right as to any such share or shares by delivering to the Corporation during regular business hours, at the principal executive offices of the Corporation or at the corporate trust office of any transfer agent of the Corporation for the shares of Series A Preferred Stock or at such other place as may be designated by the Corporation, the certificate or certificates for the shares to be converted, duly endorsed or assigned in blank or to the Corporation (if required by it), accompanied by written notice stating that the holder elects to convert such shares and stating the name or names (with addresses) in which the certificate or certificates for Common Stock are to be issued and by payment of any tax which may be payable in respect of any transfer involved in the issuance and delivery of shares in any name other than that of the holder of record on the books of the Corporation of the shares of Series A Preferred Stock converted. Conversion shall be deemed to have been effected on the date such delivery is made, and such date is referred to herein as the "Conversion Date." As promptly as practicable after conversion, the Corporation shall issue and deliver to or upon the written order of such holder, at such office or other place designated by the Corporation, a certificate or certificates for the number of full shares of Common Stock to which such holder is entitled and a check or cash in respect of any fraction of a share as provided below. The person in whose name the certificate or certificates for Common Stock are to be issued shall be deemed to have become a shareholder of record on the Conversion Date unless the transfer books of the Corporation are closed on that date, in which event such person shall be deemed to have become a shareholder of record on the next succeeding date on which the transfer books are open, but the Conversion Rate shall be that in effect on the Conversion Date. No payment or adjustment shall be made upon any conversion on account of any dividends declared but unpaid on the shares of Series A Preferred Stock surrendered for conversion or on account of any dividends on the shares of Common Stock issued upon such conversions.

(3) Mandatory Conversion. All outstanding shares of Series A Preferred Stock shall be deemed automatically converted into shares of Common Stock at the Conversion Rate upon the occurrence of a closing of a public sale for the account of the Corporation of the Common Stock of the Corporation or securities convertible into or exchangeable for shares of Common Stock of the Corporation, where the aggregate sales price of the securities included in such public sale and in all other public sales for the account of the Corporation of Common Stock or securities convertible into

or exchangeable for shares of Common Stock of the Corporation closed prior thereto (before deduction of any underwriting commissions, discounts or commissions or expenses of sale) is at least \$5,000,000 and where in such public sale the price per share of Common Stock (or, if securities convertible into or exchangeable for Common Stock have been sold, the aggregate sales price of such securities plus the aggregate consideration payable to the Company upon the conversion or exchange of such securities into shares of Common Stock divided by the total number of shares of Common Stock into which such securities are convertible or exchangeable) is not less than the amount obtained by dividing \$5.00 by the Conversion Rate in effect prior to the closing of such public sale. On or after the date of the closing of such sale, and in any event within ten days after receipt of notice, by mail, postage prepaid from the Corporation of the occurrence thereof, each holder of shares of Series A Preferred Stock shall surrender such holder's certificates evidencing such shares at the principal executive offices of the Corporation or at the corporate trust office of any transfer agent for the shares of Series A Preferred Stock or at such other place as may be designated by the Corporation, and shall thereupon be entitled to receive certificates evidencing the number of shares of Common Stock into which such shares of Series A Preferred Stock shall have been converted. On the date of the closing of such sale, each holder of shares of Series A Preferred Stock shall be deemed to have become a holder of record of the shares of Common Stock issuable upon such conversion, notwithstanding that the certificates representing such shares of Series A Preferred Stock shall not have been surrendered as provided above, that notice from the Corporation shall not have been received by any holder of shares of Series A Preferred Stock, or that the certificates evidencing such shares of Common Stock shall not then be actually delivered to such person.

(4) Fractional Shares. The Corporation shall not be required to issue any fraction of a share upon conversion of any share or shares of Series A Preferred Stock. If more than one share of Series A Preferred Stock shall be surrendered for conversion at one time by the same holder, the number of full shares of Common Shares issuable upon conversion thereof shall be computed on the basis of the total number of shares of Series A Preferred Stock so surrendered. If any fractional interest in a share of Common Stock would be deliverable upon conversion, the Corporation shall make an adjustment therefor in cash. Adjustment in cash shall be made on the basis of the current market price of one share of Common Stock on the Conversion Date. A determination of the current market price made in good faith by the Board of Directors for the purposes of this section (iv)(4) shall be conclusive and binding upon all the shareholders of the Corporation.

(5) Conversion Rate Adjustments. The Conversion Rate provided for above shall be subject to the following adjustments:

If the Corporation shall split the outstanding shares of its Common Stock into a greater number of shares, or shall declare a stock dividend on its Common Stock in the nature of a split thereof, or combine the outstanding shares of its Common Stock into a smaller number of shares, the Conversion Rate in effect immediately prior to such action shall be increased in the case of a split or decreased in the case of a combination, effective at the opening of business on the full business day next following the day such action becomes effective, so that the holders of shares of Series A Preferred Stock thereafter surrendered for conversion shall be entitled to receive the number of shares of Common Stock which such holders would have been entitled to receive as a result of such split or combination if such shares of Series A Preferred Stock had been converted immediately prior to the date such split or combination, as the case may be, became effective.

(6) Adjustment for Mergers, Consolidations, Etc. In case of any classification or change of the outstanding shares of Common Stock of the Corporation (except a split or combination of shares) or in case of any consolidation or merger to which the Corporation is a party (except a merger in which the Corporation is the surviving corporation and which does not result in any reclassification of or change in the outstanding Common Stock of the Corporation, except a split or combination of shares as to which Section (iv)(5) is applicable) or in case of any sale or conveyance to another corporation of all or substantially all of the property of the Corporation, effective provision shall be made by the Corporation or by the successor or purchasing corporation so that (A) the holder of each share of Series A Preferred Stock then outstanding shall thereafter have the right to convert such share into the kind and amount of stock and other securities and property receivable upon such reclassification, change, consolidation, merger, sale or conveyance by a holder of the number of shares of Common Stock of the Corporation into which such share of Series A Preferred Stock might have been converted immediately prior thereto, and (B) there shall be subsequent adjustments of the Conversion Rate which shall be equivalent, as nearly as practicable to the adjustments provided for in Section (iv)(5) hereof. The provisions of this Section (iv)(6) shall similarly apply to successive reclassifications, changes, consolidations, merger, sales or conveyances.

(7) Taxes. The issuance of shares of Common Stock of the Corporation on conversion of shares of Series A Preferred Stock shall be without charge to the converting holder of shares of Series A Preferred Stock for any tax in respect of the issuance thereof, but the Corporation shall not be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of shares in any name

other than that of the holder of record on the books of the Corporation of the shares of Series A Preferred Stock converted, and the Corporation shall not be required to issue or deliver any certificate for shares of Common Stock unless and until the person requesting issuance thereof shall have paid to the Corporation the amount of such tax or shall have established to the satisfaction of the Corporation that such tax has been paid.

(8) Reservation of Stock Issuable Upon Conversion. Shares of Common Stock issued on conversion of shares of Series A Preferred Stock shall be issued as fully paid shares and shall be non-assessable by the Corporation. The Corporation shall at all times reserve and keep available for the purpose of effecting the conversion of shares of Series A Preferred Stock such number of its duly authorized shares of Common Stock as shall be sufficient to effect the conversion of all outstanding shares of this Class, and to the extent necessary in order to reserve a sufficient number of such shares, the Corporation shall, subject to appropriate shareholder action, amend its charter to increase the number of duly authorized but unissued shares of its Common Stock.

(9) No Reissuance of Preferred Stock. Shares of Series A Preferred Stock converted as provided herein shall not be reissued and the Board of Directors shall take appropriate action from time to time to effect reductions in the number of shares of Preferred Stock which the Corporation is authorized to issue.

(10) Notice of Adjustment. Upon any adjustment of the Conversion Rate, then and in each such case the Corporation shall give written notice thereof, by hand or registered or certified mail, postage and charges prepaid, or by express overnight delivery, or by telecopy or telex (in which cases, the original notice shall be sent by means reasonably intended to result in delivery of the original notice to the recipient thereof on the next business day) addressed to each holder of such shares subject to conversion under this Section (iv) at the address of such holder as shown on the books of the Corporation, which notice shall state the Conversion Rate resulting from such adjustment, setting forth in reasonable detail the method upon which such calculation is based.

(11) Other Notices. In case at any time:

(A) the Corporation shall declare any dividend upon its Common Stock payable in cash, stock or securities convertible into its Common Stock ("Convertible Securities") or make any other distribution to the holder of its Common Stock;

(B) the Corporation shall offer for subscription pro rata to the holders of its Common Stock any additional shares of stock of any class, any Convertible Securities, or other rights;

(C) there shall be any capital reorganization or reclassification of the capital stock of the Corporation, or a consolidation or merger of the Corporation with or into, or a sale of all or substantially all of its assets to, another entity or entities; or

(D) there shall be a voluntary or involuntary dissolution, liquidation or winding up of the Corporation;

then, in any one or more of said cases, the Corporation shall give, by any of the means specified in Section (iv)(10) hereof, addressed to each holder of any shares of Series A Preferred Stock at the address of such holder as shown on the books of the Corporation, (a) at least 20 days' prior written notice of the date on which the books of the Corporation shall close or a record shall be taken for such dividend, distribution or subscription rights or for determining rights to vote in respect of any such reorganization, reclassification, consolidation, merger, sale, dissolution, liquidation or winding up and (b) in the case of any such reorganization, reclassification, consolidation, merger, sale, dissolution, liquidation or winding up, at least 20 days' prior written notice of the date when the same shall take place. Such notice in accordance with the foregoing clause (a) shall also specify, in the case of any such dividend, distribution or subscription rights, the date on which the holders of Common Stock shall be entitled thereto and such notice in accordance with the foregoing clause (b) shall also specify the date on which the holders of Common Stock shall be entitled to exchange their Common Stock for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, sale, dissolution, liquidation or winding up, as the case may be.

3. Right to Future Stock Issuances

(a) Right of First Offer. Subject to the terms and conditions of this Section 3(a) and applicable securities laws, if the Corporation proposes to offer or sell any additional Common Stock or Preferred Stock (the "New Securities") to any Shareholder (or any Affiliate of a Shareholder), the Corporation shall first offer such New Securities to each Shareholder; provided however, that any shares of Common Stock or Preferred Stock proposed to be offered to a party other than a Shareholder or its Affiliates shall not be New Securities and shall not be subject to this Section 3. Each Shareholder shall be entitled to apportion the right of first offer hereby granted to it in such proportions as it deems appropriate, among itself and its Affiliates. The Corporation shall give notice (the

“Offer Notice”) to each Shareholder, stating (i) its bona fide intention to offer such New Securities, (ii) the number of such New Securities to be offered, and (iii) the price and terms, if any, upon which it proposes to offer such New Securities.

(ii) By notification to the Corporation within twenty (20) days after the Offer Notice is given, each Shareholder may elect to purchase or otherwise acquire, at the price and on the terms specified in the Offer Notice, up to that portion of such New Securities which equals the proportion that the Common Stock then held by such Shareholder bears to the total Common Stock of the Corporation. The closing of any sale pursuant to this Section 3 shall occur within the later of sixty (60) days of the date that the Offer Notice is given and the date of initial sale of New Securities pursuant to Section 3.

(iii) If all New Securities referred to in the Offer Notice are not elected to be purchased or acquired as provided in Section 3.1(a), the Corporation may, during the six-month period following the expiration of the periods provided in Section 3.1(a), offer and sell the remaining unsubscribed portion of such New Securities to any Person or Persons at a price not less than, and upon terms no more favorable to the offeree than, those specified in the Offer Notice. If the Corporation does not enter into an agreement for the sale of the New Securities within such period, or if such agreement is not consummated within thirty (30) days of the execution thereof, the right provided hereunder shall be deemed to be revived and such New Securities shall not be offered unless first reoffered to the Shareholders in accordance with this Section 3.

(iv) The right of first offer in this Section 3 shall not be applicable to the issuance of any of the following:

(1) shares of Common Stock, Options or Convertible Securities issued as a dividend or distribution on any Shares;

(2) shares of Common Stock, Options or Convertible Securities issued by reason of a dividend, stock split, split-up or other distribution on shares of Common Stock;

(3) shares of Common Stock or Options issued to employees or directors of, or consultants or advisors to, the Corporation or any of its subsidiaries pursuant to a plan, agreement or arrangement approved by the Board;

(4) shares of Common Stock or Convertible Securities actually issued upon the exercise of Options or shares of Common Stock actually issued upon the conversion or exchange of Convertible Securities, in each case provided such issuance is pursuant to the terms of such Option or Convertible Security;

(5) shares of Common Stock, Options or Convertible Securities

issued to banks, equipment lessors or other financial institutions, or to real property lessors, pursuant to a debt financing, equipment leasing or real property leasing transaction approved by the Board;

(6) shares of Common Stock, Options or Convertible Securities issued to suppliers or third party service providers in connection with the provision of goods or services pursuant to transactions approved by the Board;

(7) shares of Common Stock, Options or Convertible Securities issued pursuant to the acquisition of another corporation by the Corporation by merger, purchase of substantially all of the assets or other reorganization or to a joint venture agreement, provided that such issuances are approved by the Board; or

(8) shares of Common Stock, Options or Convertible Securities issued in connection with sponsored research, collaboration, technology license, development, OEM, marketing or other similar agreements or strategic partnerships approved by the Board.

(b) Definitions. For the purposes of this Section 3, the following definitions shall apply:

(i) "Option" shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire Common Stock or Convertible Securities.

(ii) "Convertible Securities" shall mean any evidences of indebtedness, shares or other securities directly or indirectly convertible into or exchangeable for Common Stock, but excluding Options.

4. Corporation Right of First Refusal.

(a) Right of First Refusal. The Corporation shall have the first right of refusal to purchase any Shareholder's shares of capital stock of the Corporation. No Shareholder shall transfer, assign, sell, or otherwise dispose of the stock or rights to acquire stock owned by him in the Corporation, or the certificate of stock representing the same, except in accordance with the terms and conditions of this Section 4.

(b) Notice If any person or entity, including another Shareholder, makes a bona fide offer to purchase stock of the Corporation from a Shareholder or Shareholders, then the Shareholder or Shareholders desiring to sell (the "Offeror") to that person or entity shall give written notice by certified mail, return receipt requested, to the Corporation. An offer shall be considered bona fide by presenting evidence that funds representing at least ten percent (10%) of the purchase price have been paid to the Offeror as an earnest money deposit. The written notice from the Offeror to the Corporation shall set forth the name and address of the proposed purchaser of the Offeror's stock and shall set forth all of the terms, conditions and prices of the purchase and a statement of the intention of the Shareholder to transfer his stock.

(c) Mechanics of Right of Refusal.

(i) For thirty (30) days from the receipt of written notice by the Offeror, the Corporation shall have an absolute right to redeem the Offeror's offered stock upon the same terms and conditions as set forth in the written notice by giving notice to the Offeror within such period.

(ii) If the Corporation does not notify the Offeror of its intent to purchase all of the Offeror's offered stock within the applicable time period by certified mail, return receipt requested, such omission shall be a rejection of the offer, and at the end of the period, the Offeror is free to sell all of the initially offered stock to the party designated in the original written notice and upon the terms, conditions, and price designated in the original written notice. If Offeror, however, shall fail to make such transfer within thirty (30) days following the expiration of the time herein above provided for the exercise of the Corporation's option (the "Expiration Date"), such shares of stock shall again become subject to all of the restrictions in this Section 4. However, if one of the terms included in the written notice by the Offeror sets out a time for closing which will be more than thirty (30) days after the Expiration Date, the shares of stock shall not become subject to all of the restrictions of this Section 4 until ninety (90) days after the Expiration Date. The Corporation has not right to purchase or attempt to purchase pursuant to the terms of this Section 4, anything other than all of the shares of stock owned by the Offeror which are involved in the offer.

(d) Closing of Sale. In the event that the Corporation shall accept the Offeror's offer as to all of the shares of stock owned by such Offeror, then the Offeror shall sell to the Corporation such shares of stock as may be accepted by it, within thirty (30) days after acceptance of such offer. In the event the Corporation elects to purchase such shares but cannot close the purchase within the time period described herein on account of the necessity to obtain federal or state regulatory or court approval, the Corporation shall be given a reasonable period of time to obtain the approval, not to exceed six (6) months, and only so long as it is pursuing such approval in good faith. The closing shall take place at a reasonable time and place chosen by the Corporation; provided, however, that such place shall be in Davidson County, Tennessee, or such other place as shall be mutually agreed upon.

(e) General. The procedures and rights incorporated in this Section 4 shall be operative and strictly observed each and every time that any Shareholder desires or attempts to sell his respective shares in the Corporation. Failure by any Shareholder to comply strictly with the terms and provisions hereof shall invalidate any and all sales, transfers, or delivery of his respective shares, and in such an event, in addition to any and all legal rights and remedies available, the non-compliant party shall be subject to injunctive and equitable relief.

(f) Receivership or Bankruptcy. The terms, conditions, provisions and agreements hereof shall be binding upon any receiver, trustee, debtor-in-possession or similar officer or agent in a bankruptcy or receivership proceeding.



(g) Divorce of Shareholder. In the event of the divorce of a Shareholder, the Shareholder shall cause any property settlement agreement, or similar document having the same effect, to provide that all the shares of capital stock of the Corporation owned by the Shareholder shall be retained by the Shareholder. If a property settlement agreement or similar document having the same effect cannot be obtained, then the Shareholder involved in the divorce proceeding shall petition the court in which such proceeding is pending to order that all the shares owned by the Shareholder shall be retained by the Shareholder. If the court declines to order that the shares be retained by the Shareholder, the Shareholder shall comply with the provisions of this Section 4 with the purchase price determined based upon the fair market value per share, as determined in good faith by a majority of the disinterested members of the.

(h) Exempted Transfers. Notwithstanding the foregoing or anything to the contrary herein, the provisions of this Section 4 shall not apply (a) in the case of a Shareholder that is an entity, upon a transfer by such Shareholder to its stockholders, members, partners or other equity holders, or (b) in the case of a Shareholder that is a natural person, upon a transfer of Shares by such Shareholder made for bona fide estate planning purposes, either during his or her lifetime or on death by will or intestacy to his or her spouse, child (natural or adopted), or any other direct lineal descendant of such Shareholder (or his or her spouse) (all of the foregoing collectively referred to as "family members"), or any other person approved by the Board of Directors of the Company, or any custodian or trustee of any trust, partnership or limited liability company for the benefit of, or the ownership interests of which are owned wholly by such Shareholder or any such family members; provided that the Shareholder shall deliver prior written notice to the Board of such gift or transfer and such Shares shall at all times remain subject to the terms and restrictions set forth in the Shareholders Agreement and such transferee shall, as a condition to such issuance, execute and deliver (i) the Adoption Agreement attached to the Shareholders Agreement, or (ii) a counterpart signature page agreeing to be bound by and subject to the terms of the Shareholders Agreement as a Shareholder hereunder (but only with respect to the securities so transferred to the transferee), including the obligations Shareholder with respect to this Section 4; and provided further, that such transfer is made pursuant to a transaction in which there is no consideration actually paid for such transfer.

5. Registered Office. The Corporation's registered office is 150 Third Avenue South, Suite 2800 Nashville, Tennessee 37201, which is located in Davidson County, and its registered agent at that office is Mark Manner.

6. Board Election. The number of directors shall be determined as specified in the bylaws of the corporation, but shall at all times be no fewer than the minimum number of directors required by law. Directors are elected at an annual meeting or at a special meeting for the purpose of electing directors and each director shall serve until such person's successor has been elected and qualified. Newly created directorships resulting from an increase in the number of directors and vacancies occurring in the board for any reason, including the removal of directors, shall be filled by the Board of Directors (and only by the Board of Directors) acting by a majority of directors then in office, (even if less than a quorum), and any directors so chosen shall hold office (even if less than a quorum) until the next annual meeting or special meeting for

the purpose of electing directors, or as otherwise expressly provided by law, and until a successor is elected and qualified.

7. Principal Office/Original Incorporator. The principal office of the Corporation is: 8 Cadillac Drive, Suite 450, Brentwood, Williamson County, Tennessee 37027. The original Incorporator of the Corporation was Robert Paul Chamberlain, 318 Oak Wood Cove, LaVergne, Tennessee 37086.

8. Profit. The Corporation is for profit.

9. Purpose. The purpose or purposes for which the Corporation is organized are:

To acquire by purchase, lease or otherwise, and to hold, operate, manage, develop, encumber and otherwise deal with any and all kinds of real and personal property and to engage in any business not prohibited by law under the laws of Tennessee; and to do any and all things necessary or incidental in the operation of such business or businesses.

10. Voting. The shareholders may adopt or amend a bylaw that fixes a greater quorum or voting requirement for shareholders (or voting groups of shareholders) than is required by law.

11. Liability.

(a) To the fullest extent that the law of the State of Tennessee, as it exists on the date hereof or as it may hereafter be amended, permits the limitation or elimination of the liability of directors, no director of the Corporation shall be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director.

(b) The Corporation shall have the power to indemnify any director, officer, employee, agent of the Corporation, or any other person who is serving at the request of the Corporation in any such capacity with another corporation, partnership, joint venture, trust, or other enterprises to the fullest extent permitted by the law of the State of Tennessee, as it exists on the date hereof or as it may hereafter be amended, and any such indemnification may continue as to any person who has ceased to be a director, officer, employee, or agent and may inure to the benefit of the heirs, executors, and administrators of such a person.

(c) Duty to Indemnify. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative, arbitral, or investigative and whether formal or informal (hereinafter a "proceeding"), by reason of the fact that he or she 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 another corporation or of a limited liability company, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans (hereinafter an "Indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Tennessee Business

Corporation Act, as in effect on the date hereof, or as may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than such law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including but not limited to counsel fees, judgments, fines, ERISA, excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue as to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that any advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise; the indemnitee furnishes the Corporation with a written affirmation of his good faith belief that he has met the standards for indemnification under the Tennessee Business Corporation Act; and a determination is made that the facts then known to those making the determination would not preclude indemnification.

(d) Right to Indemnify. The Corporation may indemnify and advance expenses to an employee or agent who is not a director or officer to the same extent as to a director or officer by specific action of its Board of Directors or by contract.

(e) Advancement of Expenses. Except in cases where a majority of the entire Board of Directors resolves to the contrary, it shall be the policy of the Corporation to advance expenses to any director, officer, employee or agent who has a good faith claim to indemnification and who has complied with the requirements of the last sentence of subsection (c) of this Section as to qualifying for advancement of expenses.

(f) No Limitation. The rights to indemnification and to the advancement of expenses conferred by this section and its subparts, and all other indemnification rights specified in this charter, shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, this charter, bylaw, agreement, vote of shareholders or disinterested directors or otherwise.

(g) Power to Purchase Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Tennessee Business Corporation Act.

(h) Effect of Future Repeal or Amendment. Any repeal or modification of any provision of the indemnification and related provisions of this charter by the shareholders

or by the Board of Directors of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

(i) If the Tennessee Business Corporation Act is amended after approval of this Article 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 Tennessee Business Corporation Act, as so amended.

12. Removal of Directors. Any or all of the directors of the Corporation may be removed for cause by a vote of a majority of the entire Board of Directors and with or without cause by a proper vote of the shareholders. "Cause" shall include, but not be limited to, a director willfully or without reasonable cause being absent from any regular or special meeting for the purpose of obstructing or hindering the business of the Corporation.

13. Nominations of Directors.

(a) Only persons who are nominated in accordance with the procedures set forth in this charter, as may be supplemented (but not superseded) by the Corporation's bylaws, shall be eligible to serve as directors. Nominations of persons for election to the Board of Directors of the Corporation may be made at a meeting of shareholders (i) by or at the direction of the Board of Directors or (ii) by any shareholder, acting solely as a shareholder, of the Corporation who was a shareholder of record at the time of the giving of notice of the applicable meeting who is entitled to vote for the election of directors at the meeting and shall have fully and completely complied with the notice procedures set forth below in the following subsection (b).

(b) In order for a shareholder, acting solely as a shareholder to nominate a person for election to the Board of Directors at a meeting of shareholders, such shareholder shall have delivered timely notice of such shareholder's intent to make such nomination in writing to the secretary of the Corporation. To be timely, unless otherwise provided by applicable law (including, without limitation, federal securities laws), a shareholder's notice shall be delivered to or mailed and received at the principal executive offices of the Corporation (i) in the case of an annual meeting, not less than sixty (60) nor more than ninety (90) days prior the first anniversary of the preceding year's annual meeting; provided, however, that in the event that the date of the annual meeting is changed by more than thirty (30) days from such anniversary date, notice by the shareholder to be timely must be so received not later than the close of business on the tenth day following the earlier of the day on which notice of the date of the meeting was mailed or public disclosure of the meeting was made, and (ii) in the case of a special meeting at which directors are to be elected, not later than the close of business on the fifth day following the earlier of the day on which notice of the date of the meeting was mailed or public disclosure of the meeting was made. Such shareholder's notice shall set forth (i) as to each person whom the shareholder proposes to nominate for election as a director at such meeting all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors, or is otherwise required, in

each case pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended (the "Exchange Act"); (ii) as to the shareholder giving the notice (A) the name and address, as they appear on the Corporation's books, of such shareholder and (B) the class and number of shares of the Corporation which are beneficially owned by such shareholder and also which are owned of record by such shareholder; and (iii) as to the beneficial owner, if any, on whose behalf the nomination is made, (A) the name and address of such person and (B) the class and number of shares of the Corporation which are beneficially owned by such person. In addition, the nominating shareholder shall be responsible for providing to the Corporation all of the information as to each nominee as is required by paragraphs (a), (d), (e) and (f) of Item 401 of Regulation S-K adopted by the Securities and Exchange Commission (or the corresponding provisions of any regulation subsequently adopted by the Securities and Exchange Commission). At the request of the Board of Directors, any person nominated by the Board of Directors for election as a director shall furnish to the secretary of the Corporation that information required to be set forth in a shareholder's notice of nomination which pertains to the nominee. It is the express intention of this charter that the foregoing information be provided to the Board of Directors and the shareholders so that adequate disclosure can be made to the shareholders. Accordingly, such information shall be provided notwithstanding that the Corporation is not at the time of the adoption of this charter, or at any other time, subject either to the Exchange Act or to the rules and regulations of the Securities and Exchange Commission. In addition, any nomination made under this Section shall be accompanied by each nominee's signed consent to be named in a proxy or information statement and a certification that such person is aware of her or his fiduciary duties to the Corporation and to the shareholders and is willing and able to serve as a director of the Corporation if elected.

(c) The chairperson of the meeting shall, if the facts warrant, determine and declare to the meeting that a nomination was not made in accordance with the procedures prescribed by this Section 11 and if she or he should so determine, she or he shall so declare to the meeting and the defective nomination shall be disregarded.

(d) In addition to the foregoing provisions of this Section 11, a shareholder seeking to nominate a person to serve as a director, and who is not acting solely as a shareholder, must comply in all respects with all other applicable requirements of the Exchange Act, together with the rules and regulations thereunder, to the extent applicable to the Corporation with respect to the matters set forth in this Section 11.

#### 14. Special Meetings of Shareholders.

(a) Special meetings of shareholders may be called by the chairman of the board, the president, the chief executive officer, or any two executive vice presidents, or by the affirmative vote of not less than sixty percent (60%) of the members of the entire Board of Directors acting with or without a meeting. Notice of any special meeting shall be sent or be delivered to the shareholders not less than ten (10) days nor more than sixty (60) days before the date of the meeting. Such notice shall include a description of the purpose or purposes for which the meeting is called and shall be effective when mailed

postpaid and correctly addressed to the shareholder's address shown in the Corporation's current record of shareholders.

(b) Special meetings of shareholders also may be called by the holders of at least fifty percent (50%) of all the votes entitled to be cast on any issue proposed to be considered at such meeting upon request in writing, signed, dated and delivered either in person or by registered or certified mail, return receipt requested, to the secretary of the Corporation by such shareholders at least ninety (90) days before the date of the meeting demanded in such shareholder call. Upon receipt of such request, it shall be the duty of such secretary forthwith to cause to be given to the shareholders entitled thereto notice of such meeting, which notice shall be given on a date not more than forty-five (45) days (or such greater or longer period as may be expressly required by Tennessee law) after the date such request was delivered to such secretary, as such secretary may fix and shall be effective when mailed postpaid and correctly addressed to the shareholder's address shown in the Corporation's current record of shareholders. Shares held by any Interested Shareholder(s) or the Affiliates or Associates thereof (as defined in this charter) shall be disregarded for the purposes of determining whether the requisite percentage has been reached. It shall be the duty of any shareholder giving such notice to assure that all requirements of federal and state securities laws have been satisfied before any such meeting shall be called.

15. Action by Shareholders. Any action required or permitted to be taken by the shareholders of the Corporation may be effected at a duly called annual or special meeting of the shareholders of the Corporation or by a written resolution in lieu of a meeting signed by the shareholders representing the minimum number of affirmative votes required for such action at a meeting in accordance with Section 48-17-104 of the Tennessee Business Corporation Act.

16. Limitation on Amendments of Certain Provisions. Notwithstanding any provisions of this charter or the bylaws of the Corporation, and notwithstanding the specification of some lesser percentage by law, the affirmative vote of the holders of sixty percent (60%) or more of the outstanding shares of each class of stock of the Corporation entitled to vote thereon shall be required to amend, alter, change or repeal the following provisions (which were first adopted by the shareholders at the 2006 Annual Meeting of the Shareholders): Sections 9(c)-9(i), Sections 11(a)-11(d), Sections 12(a)-12(b), Section 13, Section 14, Sections 15(a)-15(c), and Section 16; provided, however, that if at least sixty percent (60%) of the members of the entire Board of Directors shall adopt a resolution affirmatively recommending a proposed amendment to any of the foregoing specified amendments, and directing that it be submitted to a vote at a meeting of the shareholders, then such amendment shall be approved upon receiving the affirmative vote of the holders of a majority of the outstanding shares of each class of stock of the Corporation entitled to vote thereon.

17. Opt-In. To the maximum extent permitted by law, the Corporation hereby opts into the protections provided to it and to its shareholders pursuant to the Tennessee Business Combination Statutes, as that term is defined in this charter.

(a) In connection with any transaction that is, or that could reasonably be considered to be, covered by any of the Tennessee Business Combination Statutes, or

which involves any business combination, merger, consolidation, share exchange, tender offer, exchange offer, liquidation, distribution, sale of all or a material part of the Corporation's assets, or comparable transaction (any and all of which may be referred to in this charter as a "Change in Control Transaction", as that term is defined in this charter), the Board of Directors, when evaluating any offer or proposal of another party that would or could result in a Change in Control Transaction, shall, in determining what is in the best interests of the Corporation and its shareholders, give due consideration to all factors deemed relevant by it under the circumstances then and there prevailing, including without limitation: (a) the short-term and long-term community, financial, social and economic effects on the employees, customers, shareholders and other stakeholders and constituencies of the Corporation and its subsidiaries, and on the communities within which the Corporation and its present or future subsidiaries operate; (b) the consideration being offered by the other party in relation to the then-current value of the Corporation in a freely negotiated transaction and in relation to the Board of Directors' then-estimate of the future value of the Corporation as an independent entity; and (c) the impact of any such Change in Control Transaction on the long-term and strategic plans of the Corporation. The Board of Directors shall not be required to quantify or assign weight or value to any particular component of its decision-making process.

(b) Express Limitation of Liability. In connection with any proposed, potential, or actual Change in Control Transaction, neither the Corporation nor any of its officers or directors may be held liable for:

(i) Failing to approve the acquisition of shares of the Corporation's capital stock by an Interested Shareholder on or before the date the shareholder acquired such shares;

(ii) Seeking to enforce or implement the provisions of Tennessee law, the Corporation's charter, the Corporation's bylaws, and/or any of the Corporation's contractual agreements, including any applicable shareholder rights agreement(s);

(iii) Failing to adopt or recommend any charter or bylaw amendment or provision relating to provisions of Tennessee law including, without limitation, applicable provisions of one or more of the Tennessee Business Combination Statutes; or failing to redeem, recommend the redemption, or support the redemption of any shareholders rights agreement(s) applicable to the Corporation or its capital stock; and/or

(iv) Opposing any Change in Control Transaction because of a good faith belief that such transaction would adversely affect the Corporation's employees, customers, suppliers, stakeholders and/or other constituencies of the Corporation and/or any one or more of its present or future subsidiaries and/or any one or more of the communities in which the Corporation or any of its present or future subsidiaries operate, or any other factor deemed relevant by the Board of Directors under the circumstances.

(c) Certain Definitions. As used in this charter, the terms listed below shall have the meanings ascribed to them in this section:

(i) The term "Affiliate" shall have the meaning ascribed to that term in T.C.A. § 48-103-203 as in effect on the date hereof.

(ii) The term "Associate" shall have the meaning ascribed to that term in T.C.A. § 48-103-203 as in effect on the date hereof.

(iii) The term "business combination" shall have the meaning ascribed to that term in T.C.A. § 48-103-203 as in effect on the date hereof.

(iv) A "Change in Control Transaction" is any transaction or series of transactions (a) that is or is proposed to be a "business combination" as that term is defined in T.C.A. § 48-103-203 as in effect on the date hereof, or (b) does or could be considered to be subject to any of the Tennessee Business Combination Statutes, or (c) which involves any business combination, merger, consolidation, share exchange, tender offer, exchange offer, full or partial liquidation, distribution, sale of all or a material part of the Corporation's assets, or any comparable transaction;

(v) The term "Interested Shareholder" shall have the meaning ascribed to that term in T.C.A. § 48-103-203 as in effect on the date hereof. This term shall be deemed to include the Associates and Affiliates of such persons;

(vi) The term "stakeholder" means each, and all of the following: shareholders, employees, customers, shareholders and other constituencies of the Corporation and its subsidiaries, and on the communities within which the Corporation and its present or future subsidiaries operate; and

(vii) The term "Tennessee Business Combination Statutes" means the Tennessee Investor Protection Act, to the extent now or hereinafter applicable to the Corporation (T.C.A. Section 48-103-101, et seq.), the Tennessee Business Combination Act (T.C.A. Section 48-103-201, et seq.), and the Tennessee Authorized Corporation Protection Act (T.C.A. Section 48-103-401, et seq.), all as the same may be amended, supplemented and/or recodified from time to time.

18. Savings Clause. Should any provision of this charter, or any clause hereof, be held to be invalid, illegal or unenforceable, in whole or in part, the remaining provisions and clauses of this charter shall remain valid and fully enforceable and any court considering the validity hereof is respectfully requested to interpret and apply this charter to effectuate its purpose of providing the Board of Directors with the greatest possible latitude to exercise its collective business judgment and to protect the interests of shareholders and other stakeholders in the Corporation.

19. Powers. This Corporation shall have all the powers granted to corporations under the Tennessee Business Corporation Act.



20. Restated Charter. The Restated Charter restates the text of the charter, including amending Section 2 by removing the preferences, privileges and powers of the Series A Preferred Stock and further amends the charter to change the name of the Corporation and to specifically opt in to the provisions of Tennessee Business Corporation Act, Section 48-17-104 in order to provide for shareholder action by written consent.

Pursuant to the provisions of Tennessee Code Annotated, Section 48-20-107(d), the undersigned Corporation certifies that this Restated Charter was duly adopted at a meeting of the shareholders on June 1, 2017.

Dated: June 1, 2017

Trilliant Health, Inc.

By: Hal Andrews

Name: Hal Andrews

Title: CEO