

**NINTH AMENDED AND RESTATED
CODE OF REGULATIONS
OF THE
OHIO STATE HEALTH NETWORK
(THE “CORPORATION”)**

**ARTICLE I.
MEMBERSHIP**

1.1 Criteria for Membership. The Members of the Corporation shall be (a) hospitals or other organizations providing healthcare services that are either owned by a governmental entity or a nonprofit corporation or limited liability company under the laws of the State of Ohio, and meeting the criteria of Section 501(c)(3) or 501(c)(4) of the Internal Revenue Code, or the corresponding section of any future federal tax code or (b) for-profit hospitals or other organizations providing health care services which the Corporation’s Board of Directors have determined support the tax-exempt purposes of the Corporation and its governmental and non-profit Members which (1) have applied for and been approved for Membership in accordance with the Corporation’s Articles of Incorporation and this Ninth Amended and Restated Code of Regulations (“Code of Regulations”); and (2) have executed Membership Agreements for their Class of Membership.

1.2 Classes of Members. This Corporation will have five (5) classes of members which are designated as: (1) Premium Members; (2) Purchasing Members; (3) Education Members; (4) Pharmacy Members; and (5) Capital Members. Premium Members, Purchasing Members, Education Members, Pharmacy Members and Capital Members are collectively referred to as “Members.”

- (a) Premium Members are eligible to participate in (i) the general group purchasing solutions offered by the Corporation (“Supply Chain Benefits”); (ii) educational programs and solutions offered by the Corporation; (iii) Capital Group Purchase Benefits; and (iv) all other benefits offered by the Corporation, such as professional networking and information sharing tools (“Other Benefits”). A Premium Member may also be a Member of another class of Members.
- (b) Purchasing Members are only eligible to participate in the Supply Chain Benefits of the Corporation. A Purchasing Member may also be a Member of another class of Members.
- (c) Education Members are only eligible to participate in the educational programs and solutions offered by the Corporation. An Education Member may also be a Member of another class of Members.
- (d) Pharmacy Members are only eligible to participate in Pharmacy Benefits. A Pharmacy Member may also be a Member of another class of Members.

- (e) Capital Members are only eligible to participate in Capital Group Purchase Benefits. A Capital Member may also be a Member of another class of Members.

1.3 Addition of Members. Hospitals or other healthcare organizations meeting the qualifications set forth in Section 1.1 may apply for Membership and shall be admitted by the Corporation as Members in accordance with the following procedures:

- (a) Potential Members shall apply to the Corporation for one of the five (5) classes of Members set forth in Section 1.2.
- (b) Potential Members may be admitted as a Member in the class of Membership applied for upon: i) the affirmative vote of a majority of the Premium Members constituting a quorum at a regular or special meeting; ii) approval of The Ohio State University Wexner Medical Center; and (iii) execution and delivery of the Membership Agreement for its Class of Membership.

1.4 Membership Books and Records. The Corporation shall keep a membership book containing the name and address of each Member, the date of admission to Membership and a notation of the date of receipt of the executed Membership Agreement.

1.5 Members Dues. The annual dues, if any, payable to the Corporation by each class of Members will be in the amount determined from time to time by resolution of the Board of Directors. The first annual dues and payment will be determined by resolution of the Board of Directors. Thereafter, annual dues will be paid in an amount and schedule determined by resolution of the Board of Directors. From time to time, the Board of Directors will determine the amount and payment schedule for each Member's annual dues payable to the Corporation.

1.6 Powers of Members.

- (a) Premium Members which are not governed by Section 2.10 shall have all rights, powers, and duties which are vested in members of a corporation under the Ohio Non-Profit Corporation Act, including without limitation, the rights, powers, and duties set forth in this Code of Regulations and the Corporation's Articles of Incorporation, and those rights set forth in the Premium Membership Agreement.
- (b) Purchasing Members shall have no right to vote upon, approve, authorize or consent to any action under this Code of Regulations or the Corporation's Articles of Incorporation. Purchasing Members shall have only those rights explicitly granted to Purchasing Members in this Code of Regulations, and those rights set forth in the Purchasing Membership Agreement.
- (c) Educational Members shall have no right to vote upon, approve, authorize or consent to any action under this Code of Regulations or the Corporation's Articles of Incorporation. Education Members shall have only those rights

explicitly granted to Education Members in this Code of Regulations, and those rights set forth in the Education Membership Agreement.

- (d) Pharmacy Members shall have no right to vote upon, approve, authorize or consent to any action under this Code of Regulations or the Corporation's Articles of Incorporation. Pharmacy Members shall have only those rights explicitly granted to Pharmacy Members in this Code of Regulations and those rights set forth in the Pharmacy Membership Agreement.
- (e) Capital Members shall have no right to vote upon, approve, authorize or consent to any action under this Code of Regulations or the Corporation's Articles of Incorporation. Capital Members shall have only those rights explicitly granted to Capital Members in this Code of Regulations and those rights set forth in the Capital Membership Agreement.

1.7 Transferability of Membership. Membership in this Corporation is nontransferable.

1.8 Withdrawal from Membership. A Member may withdraw by providing one hundred eighty (180) days prior written notice to the Secretary. Dues of the withdrawing Member must be paid through the quarter in which termination becomes effective. All other obligations, monetary or otherwise, including but not limited to, amounts owed by a Member to the Corporation or any other party in connection with the Member's participation in the Corporation shall be paid in full.

The Member shall not be entitled to any refund of any obligations, annual dues, or any other contributions of capital to the Corporation previously paid by the Member. Any Member so withdrawing shall forfeit all rights and privileges of Membership in the Corporation on the effective date of withdrawal; provided however, that (a) such Member's right to vote, if any, shall terminate and the Directors appointed by such Member, if any, shall be removed from the Board immediately upon the delivery of the Member's notice of withdrawal and (b) such Member shall not be subject to any assessment established after delivery of the Member's notice of withdrawal.

1.9 Termination of Membership. Membership in this Corporation shall terminate upon any of the following events:

- (a) Receipt by the Board of Directors of the written notice of the Member's withdrawal;
- (b) The dissolution or sale of a Member or the sale, lease, exchange, or other disposal of all or substantially all of a Member's assets;
- (c) The failure of a Member to pay annual dues in a timely manner after notice and opportunity to cure;
- (d) Indictment of the Member for commission of a felony;

- (e) Filing of any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy act against the Member;
- (f) Failure of a Member to maintain the criteria for Membership set forth in Section 1.1; or
- (g) Upon the affirmative vote of not less than a majority of the Premium Members due to a Member: (i) failing to participate in network development to the satisfaction of the Corporation; (ii) engaging in a Conflict of Interest (as that term is defined in Section 3.3 (a)) with a competing entity or organization, or; (iii) committing a material breach of the Member's Membership Agreement.

1.10 Procedure for Termination of Membership. In the event the termination of a Member is appropriate for any of the reasons set forth in Section 1.9(b) through 1.9(g) a meeting of the Members for this purpose shall be called and a vote held as soon as practicable. All Members will receive advance written notice in accordance with Section 2.3 stating the reasons for the proposed termination. At that meeting, the Member whose termination is proposed shall be entitled to demonstrate any reasons why its Membership should not be terminated. After hearing those reasons, if any, a vote shall be held and a majority vote of those Premium Members present, excluding the Member to be terminated, if such Member is a Premium Member, shall be required for such termination to be effective. No Member who is terminated shall be entitled to a return of its contributions or dues paid.

ARTICLE II. MEETINGS OF MEMBERS

2.1 Annual Meetings. The annual meeting of Members shall be held at such time and on such date within the first three months of each fiscal year as may be fixed by the Board of Directors.

2.2 Special Meetings. Special meetings of Members shall be called upon the written request of the Board Chair, by the Directors by action at a meeting, by a majority of the Directors acting without a meeting, or by twenty-five percent (25%) of the Premium Members of the Corporation entitled to vote. Calls for such meetings shall specify the purposes thereof.

2.3 Notice of Meetings. Unless waived, written notice of each annual or special meeting shall state the date, time, place and purposes thereof; and shall be given by personal delivery, by mail, by facsimile, or by electronic mail or other authorized communications equipment or means to each Voting Representative (as defined in Section 2.5 herein) not more than thirty (30) days nor less than five (5) days before any such meeting. If mailed, such notice shall be deemed delivered when deposited in the United States mail and shall be directed to the Member at the Member's address as it appears upon the records of the Corporation. Notice shall be deemed waived by any Member who shall participate in such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice, and any Member may, either

before or after any meeting, waive any notice required to be given by law or under this Code of Regulations. Purchasing, Education, Pharmacy and Capital Members shall also be given notice of each annual or special meeting but the failure to give such notice shall have no effect on the validity of any actions taken at the meeting.

2.4 Place of Meetings. Meetings of Members will be held at the principal place of business of the Corporation in the State of Ohio unless the Board of Directors determines that a meeting shall be held at some other place within or without the State of Ohio and it is stated in the notice of meeting. Meetings may be held through any communications equipment provided that all persons participating can hear and communicate with each other.

2.5 Voting Rights of Premium Members. Each Premium Member which is not governed by Section 2.10 will be entitled to one vote on each matter submitted to a vote, consent, waiver, release or other action submitted to the Membership as provided in the Corporation's Articles of Incorporation, this Code of Regulations, or the Ohio Nonprofit Corporation Act. The Hospital Representative of each Premium Member selected pursuant to Section 3.2 herein shall be deemed to have authority to exercise such Premium Member's voting rights with respect to all matters submitted to the Membership for a vote, consent, waiver, release or other action unless the Hospital Representative appoints another individual, in a writing to the Secretary of the Corporation, to exercise the voting rights of the Premium Member. The Hospital Representative or the other individual appointed by the Hospital Representative to exercise the voting rights of the Premium Member, if applicable, is referred to herein as the "Voting Representative". A Voting Representative may participate and vote through the use of any communications equipment at a meeting of the Members, including, but not limited to, by telephone or other electronic means, if such equipment provides a transmission from which it can be determined that the transmission was authorized by, and accurately reflects the intention of the Voting Representative; and further the communications equipment used for such meeting allows all persons participating in the meeting to hear each other or otherwise contemporaneously communicate with each other.

2.6 Premium Members' Proxy Voting. A Voting Representative may vote either in person or by proxy executed in writing by the Voting Representative. Such proxy shall be filed with the Secretary of the Corporation before or at the time of the meeting. No proxy will be recognized as valid after eleven months from the date of its execution unless expressly provided otherwise in the proxy. Every appointment of a proxy is revocable. Without affecting any vote previously taken, the Voting Representative appointing a proxy may revoke the appointment by a later appointment received by the Corporation or by giving notice of revocation in writing to the Corporation or at a meeting of the Members.

2.7 Quorum of Premium Members. A quorum shall be established by representation of at least two-thirds of the Premium Members through each Premium Member's Voting Representative. A majority of the votes entitled to be cast on behalf of the Premium Members by the Voting Representatives present or represented by proxy at a meeting at which a quorum is present is necessary for the adoption of any matter voted on by the Premium Members, unless a greater proportion is required by the Ohio Nonprofit

Corporation Act, the Corporation's Articles of Incorporation, or any provision of this Code of Regulations. Alternatively, the Voting Representatives may participate at, and be counted in determining a quorum when through any communications equipment all persons participating can hear each other and communicate with each other.

2.8 Action Without a Meeting. Any action which may be taken at any meeting of Members may be taken without such a meeting by writing or writings signed by all of the Voting Representatives. The writing or writings evidencing such action taken without a meeting shall be filed with the Secretary of the Corporation and inserted by the Secretary of the Corporation in the permanent records relating to meetings of the Members. Any transmission by telegram, cablegram, electronic mail or any electronic or other transmission capable of authentication that appears to have been sent by a Voting Representative and that contains an affirmative vote or approval of that person is a signed writing for purposes of this Section 2.8. The date on which such transmission is sent is the date on which the writing shall be deemed to be signed.

2.9 Reserved Powers of Members. In addition to any matters for which approval of the Members is required by law, approval by a majority vote of all the Voting Representatives shall be required for the following actions:

- 1) amendment or repeal of any provisions of the Corporation's Articles of Incorporation or this Code of Regulations;
- 2) merger or consolidation of the Corporation with any other corporation or entity;
- 3) dissolution of the Corporation; and
- 4) sale, lease, exchange, or other disposal of all or substantially all of the Corporation's assets.

2.10 Powers of For-Profit Members. Members of the Corporation, including Premium Members, who are for-profit organizations shall not have any rights to participate in the governance of the Corporation. Such for-profit Members will have no voting rights or Voting Representatives.

ARTICLE III.

BOARD OF DIRECTORS

3.1 Powers. The Board of Directors is that group of persons vested with the management of the business and affairs of this Corporation. The Directors shall determine the annual and special Membership dues, and set goals and policies for the implementation of the Corporation's purposes. The Directors shall set the compensation, if any, paid to the Officers, and shall take such other actions required to achieve the Corporation's purposes and not reserved to the Members.

3.2 Board Composition. Each Premium Member organization which is not governed by Section 2.10 shall appoint two Directors on the Board of Directors. One Director will

represent the Premium Member as the “Hospital Representative”, and the other Director will be a physician or senior administrator of the Premium Member (the “Physician Representative”). Each individual must serve on the Board for one year with a good attendance record before being eligible to hold an office. When a Director’s term of office expires or otherwise becomes vacant due to death, resignation, or removal under Section 3.5, the Premium Member he or she represents shall appoint a new Director. Each Purchasing, Education, Pharmacy and Capital Member shall have the right to send a representative to the meetings of the Board of Directors but such representative shall not be a Director and shall not have voting privileges. A for-profit Member which is a Premium Member shall have the right to send a representative to the meetings of the Board of Directors, but such representative shall not be a Director and shall not have voting privileges.

3.3 Conflicts of Interest and Confidential Information.

- (a) Conflicts of Interest. A conflict of interest shall be determined and addressed in accordance with the Corporation’s Conflict of Interest Policy, as amended from time to time by the Board of Directors (the “Conflict of Interest Policy”).
- (b) Confidential Information. “Confidential Information” of the Corporation shall be as determined by the policy of the Board of Directors, as amended from time to time. A Director shall be candid in all business matters and shall not disclose any Confidential Information of the Corporation, except as may be in the best interests of the Corporation.

3.4 Qualifications and Term. The qualifications for becoming and remaining a Director of this Corporation are as follows: Directors must be employed by a Premium Member or be representative of the medical staff of a Premium Member. Directors shall serve two (2) year terms; provided, however, at the initial selection of the Directors, one-half of the Directors shall be selected to a one-year term and one-half of the Directors shall be selected to serve two (2) year terms. The terms of the initial Directors under the Corporation’s Articles of Incorporation shall be determined by a majority vote of the Premium Members. Directors may succeed themselves without limitation.

3.5 Removal and Vacancies on Board. A Premium Member may remove either of the Directors it appoints and will give the Board Chair written notice of such action. Any vacancy occurring on the Board of Directors will be filled by appointment by the Premium Member whose Director is vacant. The new Director appointed to fill the vacancy will serve for the unexpired term of the predecessor in office.

3.6 Location of Directors’ Meetings. Meetings of the Board of Directors, regular or special, will be held in Columbus, Ohio, or such place or places as the Board of Directors designates by resolution duly adopted. Meetings may be held through any communications equipment provided that all persons participating can hear each other and communicate with each other.

3.7 Regular Director Meetings. Regular meetings of the Board of Directors will be held quarterly or as determined by the Board of Directors.

3.8 Notice of Special Board of Directors' Meetings. Written or printed notice stating the place, day, and hours of any special meeting of the Board of Directors will be delivered to each Director at his or her address as it appears on the records of the Corporation not less than three (3) days or more than thirty (30) days before the date of the meeting, either personally, by first class mail, by facsimile, or by electronic mail or other authorized communications equipment or means, by or at the direction of the Board Chair, or the Secretary, or the Directors calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail. Purchasing, Education, Pharmacy and Capital Members shall be given a courtesy notice of each special meeting but the failure to give such notice shall have no effect on the validity of any action taken at the meeting.

3.9 Call of Special Board Meetings. A special meeting of the Board of Directors may be called by either the Board Chair of the Board or three Directors.

3.10 Waiver of Notice. Attendance of a Director at any meeting of the Board of Directors will constitute a waiver of notice of that meeting except when the Director attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

3.11 Quorum. A quorum will consist of a majority of the whole Board. The act of a majority of the Directors present at a meeting at which a quorum is present will be the act of the Board of Directors unless a greater number is required under the provisions of the Ohio Non-Profit Corporation Act, the Corporation's Articles of Incorporation, or any provision of this Code of Regulations. A Director may participate at, and be counted in determining a quorum when through any communications equipment all persons participating can hear each other and communicate with each other. If less than a quorum is present at any meeting, a majority of the Directors present may adjourn the meeting.

3.12 Manner of Acting. A Director may vote through the use of communications equipment at a meeting of the Board, including, but not limited to, by telephone or other electronic means, if such equipment provides a transmission from which it can be determined that the transmission was authorized by, and accurately reflects the intention of the Director and the communications equipment used for such meeting allows all persons participating in the meeting to contemporaneously communicate with each other. A Director may not vote by proxy.

3.13 Action Without a Meeting. Any action which may be authorized or taken at any Board meeting may be authorized or taken without a meeting with the written approval of all the Directors. Any such writing shall be filed with the Corporation's records. Any transmission by communications equipment that contains an affirmative vote or approval of a Director shall constitute a signed writing by such Director for the purposes of this Section 3.13. The date on which such transmission is sent is the date on which the writing shall be deemed to be signed.

3.14 Compensation and Reimbursement. Directors shall receive no compensation from the Corporation for their services to the Corporation. However, Directors of the Corporation may receive reimbursement for necessary and reasonable out-of-pocket expenses and indemnification as provided in Article VII below, as determined by the Board of Directors.

ARTICLE IV. OFFICERS

4.1 Officers. The Officers of this Corporation will consist of the following personnel:

- 1) A Board Chair
- 2) A President
- 3) A Vice Board Chair
- 4) A Secretary
- 5) A Treasurer

4.2 Selection of Officers. After the election of the initial Officers by the initial Board of Directors, each of the Officers of the Corporation will be elected annually by the Board of Directors. Each Officer will remain in office until a successor to the office has been selected and qualified. Elections will be held annually at the regular meeting of the Board of Directors. The Ohio State University Health Systems will hold at least one Officer position. A for-profit Member may not have a representative serving as an Officer of the Corporation.

4.3 Powers of the Board Chair. The Board Chair shall have the power to call meetings of the Board of Directors or Members, to appoint Directors or others to Committees and shall preside at all meetings of the Board of Directors or Members. He or she generally shall perform all duties incident to the office and shall have such other powers and duties as the Premium Members shall from time to time assign to him or her.

4.4 Duties of the President. The President shall exercise, subject to the control of the Board and the Premium Members, supervision over the Corporation's affairs and Officers. He or she generally shall perform all duties incident to the office, and shall have such other powers and duties as the Board shall from time to time assign to him or her.

4.5 Duties of the Vice Board Chair. The Vice Board Chair shall perform the duties of the Board Chair whenever he or she is absent, unable to act, disabled or refuses to act. When so acting he or she shall have all powers of and shall be bound by the same limitations and restrictions as the Board Chair.

4.6 Secretary. The Secretary will keep minutes of all meetings of Members and of the Board of Directors, be the custodian of the corporate records, give all notices as are required by law or by this Code of Regulations, and, generally, perform all duties incident

to the Office of Secretary and any other duties as may be required by law, by the Corporation's Articles of Incorporation, or by this Code of Regulations, or that may be assigned by the Board of Directors.

4.7 Treasurer. The Treasurer will have charge and custody of all funds of this Corporation, and will deposit the funds as required by the Board of Directors, keep and maintain adequate and correct accounts of the Corporation's properties and business transactions, render reports and accounting to the Directors and to the Members as required by the Board of Directors or by Premium Members or by law. The Treasurer will perform in general all duties incident to the office of Treasurer and any other duties as may be required by law, by the Corporation's Articles of Incorporation, or by this Code of Regulations, or that may be assigned by the Board of Directors.

4.8 Compensation and Reimbursement. The Officers shall receive no compensation from the Corporation for their services to the Corporation. However, they may receive reimbursement for necessary and reasonable out-of-pocket expenses and indemnification as provided in Article VII below, as determined by the Board of Directors.

4.9 Removal of Officers and Vacancies. Any Officer may be removed from office at any time with or without cause by the affirmative vote of the Board of Directors. A vacancy in any office shall be filled by appointment by the affirmative vote of the Board of Directors. The Officer appointed to fill a vacancy shall serve for the remaining term of the Officer he or she replaces.

ARTICLE V. COMMITTEES

5.1 Committees of the Board.

(a) The Board of Directors may designate one or more Committees as the necessity for same may arise. Each such Committee shall have at least one (1) or more Directors of the Corporation as members thereof, in addition to such other persons as the Board may appoint. Any Committee, to the extent provided in said Resolution or Resolutions, shall have and may exercise such powers of the Board of Directors in the management of the business and affairs of the corporation as may be lawfully delegated by the Board of Directors in the interim between meetings of the Board. Such Committee or Committees shall have such name or names as may be determined from time to time by the resolution or resolutions adopted by the Board of Directors, shall serve at the pleasure of the Board of Directors and be subject to the direction and control of the Board of Directors. All actions by a Committee shall be subject to repeal, revision or alteration by the Board, provided that no rights of third parties shall be prejudicially affected thereby.

(b) The Executive Committee of the Board will conduct meetings in intervals between meetings of the Board and hold and exercise certain Board

responsibilities, subject to Board oversight and approval. Executive Committee responsibilities include:

- 1) Act on behalf of the Board between Board meetings;
- 2) Delegate specific responsibilities to any subcommittees or roundtables it may appoint or which may be established by the Board, provided, however, that any such subcommittee or roundtable shall act in an advisory capacity only and shall not exercise any Board authority;
- 3) Decide any matters involving interpretation of this Code of Regulations and any amendments thereto; and
- 4) Establish other policies and procedures needed to conduct the operations of the Corporation.

The Executive Committee shall consist of the Board Chair, the President, the Vice Board Chair, the Past Board Chair, who shall be the individual that has been immediately succeeded by the current Board Chair, the Treasurer, the Secretary and two (2) At-Large Members, who shall be individuals appointed by the Board of Directors, and the Executive Director. Executive Committee shall serve at the pleasure of the Board and at all times be subject to the control and direction of the Board and shall report to the Board at Board meetings all actions taken by the Executive Committee in the intervals between Board meetings. Executive Committee shall establish its own policies and procedures pertaining to notice and conduct of meetings and quorum and voting requirements.

5.2 Minutes. All Committees shall keep regular minutes of their proceedings and full records and accounts of their actions and report the same to the Board when required by the Board.

ARTICLE VI. OPERATIONS

6.1 Fiscal Year. The fiscal year of this Corporation will be July 1 – June 30 unless changed by the Board of Directors.

6.2 Executive Director. The Corporation shall have an Executive Director, who shall manage the day-to-day business operations of the Corporation, and carry out such other duties as may be required from time to time by the Board or the Executive Committee. The Executive Director shall be appointed by The Ohio State University Wexner Medical Center.

6.3 Execution of Documents. Except as otherwise provided by law, checks, drafts, promissory notes, orders for payment of money, and other evidence of indebtedness of this Corporation will be signed by an Officer or the Executive Director of the Corporation. In instances where amounts are \$5,000 or more, checks, drafts, promissory notes and

orders for payment of money will be signed by an Officer or the Executive Director of the Corporation and countersigned by a Director. Contracts, leases, or other instruments executed in the name of and on behalf of the Corporation will be signed by the Executive Director. In instances where the total value of the contract, lease or other instrument is \$10,000 or more, the Executive Director shall obtain approval from the Board of Directors prior to signing such contract, lease or other instrument and will have attached a copy of the resolution of the Board of Directors certified by the Secretary authorizing its execution.

6.4 Books and Records. This Corporation will keep correct and complete books and records of account, will keep a register of the post office address of each Director which shall be furnished by the Director, and will also keep minutes of the proceedings of its Members, Board of Directors, and Committees. The Corporation will keep at its principal place of business a Membership register giving the names, addresses, and other details of the Membership of each Member, and the original or a copy of its Code of Regulations including amendments to date certified by the Secretary of the Corporation.

6.5 Inspection of Books and Records. All books and records of this Corporation may be inspected by any Premium Member or the Premium Member's agent or attorney, for any proper purpose at any reasonable time on written demand stating the purpose of the inspection.

6.6 Nonprofit Operations. This Corporation will not authorize or issue shares of stock.

ARTICLE VII.

INDEMNIFICATION AND INSURANCE

7.1 Mandatory Indemnification.

- (a) Except as provided in paragraph (b) of this section or as otherwise prohibited by law, 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 (including, without limitation, any action threatened or instituted by or in the right of the Corporation), by reason of the fact that he or she is or was a Director or Officer or Executive Director of the Corporation, or is or was serving at the request of the Corporation as a director, trustee, officer, manager, member, or partner of another corporation (domestic or foreign, nonprofit or for profit), limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees, and transcript costs), 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, if with respect to any criminal action or proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful. A person claiming indemnification under this section shall be presumed, in respect of any act or omission giving rise to such claim for

indemnification, to have 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, to have had no reasonable cause to believe his or her conduct was unlawful, and the termination of any action, suit, or proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, rebut such presumption.

(b) Notwithstanding anything contained in this Code of Regulations or elsewhere to the contrary:

- i. The Corporation shall not indemnify any Director, Officer or the Executive Director of the Corporation who was a party to any completed action or suit instituted 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 or the Executive Director of the Corporation, or is or was serving at the request of the Corporation as a director, trustee, officer, manager, member, or partner of another corporation (domestic or foreign, nonprofit or for profit), limited liability company, partnership, joint venture, trust or other enterprise, in respect of any claim, issue, or matter asserted in such action or suit as to which he or she shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Corporation unless, and only to the extent that, the Court of Common Pleas of Franklin County, Ohio, or the court in which such action or suit was brought, shall determine upon application that, despite such adjudication of liability and in view of all the circumstances of the case, he or she is fairly and reasonably entitled to such indemnity as the Court of Common Pleas or such other court shall deem proper. The Corporation shall promptly pay the amount of any such indemnity determined by the court to be proper.
- ii. The Corporation shall not indemnify any Director, Officer or the Executive Director of the Corporation with respect to any claim or action in which liability is determined by a court against him or her pursuant to Section 1702.55 of the Revised Code of Ohio.

7.2 Indemnification for Expenses. Notwithstanding anything contained in this Code of Regulations or elsewhere to the contrary, to the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 7.1(a), including any action, suit, or proceeding brought pursuant to Section 1702.55 of the Revised Code of Ohio, or in defense of any claim, issue, or matter therein, he or she shall be promptly indemnified by the Corporation against expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees, and transcript costs) actually and reasonably incurred by him or her in connection therewith.

7.3 Determination Required. Any indemnification under Section 7.1(a) not precluded under Section 7.1(b) shall be made by the Corporation only upon a determination that indemnification of the person is proper under the circumstances because he or she has

met the applicable standard of conduct set forth in Section 7.1(a). Such determination may be made only as follows:

- (a) By a majority of a quorum consisting of Directors of the Corporation who were not and are not parties to, or threatened with, the action, suit, or proceeding with respect to which indemnification is sought; or
- (b) If such quorum is not obtainable, or if a majority of a quorum of disinterested Directors so directs, in a written opinion by independent legal counsel, provided that “independent legal counsel” may not be an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Corporation, or any person to be indemnified, within five years prior to the time of such determination;
- (c) By the Premium Members; or
- (d) By the Court of Common Pleas of Franklin County, Ohio, or, if the Corporation is a party, the court in which such action, suit, or proceeding was brought, if any. Any determination made by the disinterested Directors under clause (a) of this section or by independent legal counsel under clause (b) of this section to indemnify any person in respect of any claim, issue, or matter asserted in an action or suit threatened or brought by or in the right of the Corporation shall be promptly communicated to the person who threatened or brought such action or suit, and within ten days after receipt of such notification such person shall have the right to petition the Court of Common Pleas of Franklin County, Ohio, or the court in which such action or suit was brought, if any, to review the reasonableness of such determination.

7.4 Advance for Expenses. Expenses (including, without limitation, attorneys’ fees, filing fees, court reporters’ fees, and transcript costs) incurred in defending any action, suit, or proceeding referred to in Section 7.1, except when the only liability asserted is pursuant to Section 1702.55 of the Revised Code of Ohio, shall be paid by the Corporation in advance of the final disposition of such action, suit, or proceeding to or on behalf of the person entitled to indemnification promptly as such expenses are incurred by him or her, but only if he or she shall first agree, in writing, to repay all amounts so paid in respect of any claim, issue, or other matter asserted in such action, suit, or proceeding in defense of which he or she shall not have been successful on the merits or otherwise:

- (a) Unless it shall ultimately be determined as provided in Section 7.3 that he or she is entitled to be indemnified by the Corporation as provided under Section 7.1; or
- (b) If, in respect of any claim, issue, or matter asserted by or in the right of the Corporation in such action or suit, he or she shall have been adjudged to be liable for negligence or misconduct (other than negligence) in the performance of his or her duty to the Corporation, unless and only to the extent that the Court of Common Pleas of Franklin County, Ohio, or the court in which such action

or suit was brought shall determine upon application that, despite such adjudication of liability, and in view of all the circumstances, he or she is fairly and reasonably entitled to all or part of such indemnification.

7.5 Article VII Not Exclusive. The indemnification authorized by this Article is not exclusive of, and shall be in addition to, any other rights granted to any person seeking indemnification pursuant to the Corporation's Articles of Incorporation, this Code of Regulations, any agreement, or a vote of disinterested Directors, 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 or Executive Director of the Corporation, and shall inure to the benefit of the heirs, executors, and administrators of such a person.

7.6 Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, Officer or the Executive Director of the Corporation or who is or was serving at the request of the Corporation in such a capacity for another corporation (domestic or foreign, nonprofit or for profit), 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 obligation or the power to indemnify him or her against such liability under the provisions of this Article.

7.7 Certain Definitions. For purposes of this Article, and as examples and not by way of limitation:

- (a) A person claiming indemnification under this Article shall be deemed to have been successful on the merits or otherwise in the defense of any action, suit, or proceeding referred to in Section 7.1, or in the defense of any claim, issue, or matter therein, if such action, suit, or proceeding shall be terminated as to such person, with or without prejudice, without the entry of a judgment or order against him or her, without a conviction of him or her, without the imposition of a fine upon him or her, and without his or her payment or agreement to pay any amount in settlement thereof (whether or not any such termination is based upon a judicial or other determination of the lack of merit of the claims made against him or her or otherwise results in a vindication of him or her); and
- (b) References to any "other enterprise" shall include employee benefit plans; references to a "fine" shall include any excise taxes assessed on a person with respect to any employee benefit plan; references to "serving at the request of the Corporation" shall include any service with respect to any employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner he or she reasonably believed to be in the best interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Corporation" within the meaning of that term as used in this Article.

7.8 Venue. Any action, suit, or proceeding to determine a claim for indemnification under this Article may be maintained by the person claiming such indemnification, or by the Corporation, in the court of Common Pleas of Franklin County, Ohio. The Corporation and (by claiming such indemnification) each such person consent to the exercise of jurisdiction over its or his or her person by the Court of Common Pleas of Franklin County, Ohio, in any such action, suit, or proceeding.

ARTICLE VIII. AMENDMENTS

8.1 Modification of Code of Regulations. The power to amend or repeal this Code of Regulations, or to adopt a new Code of Regulations, to the extent allowed by law, is vested in the Premium Members which are not governed by Section 2.10. This Code of Regulations may be amended, repealed, or replaced in its entirety by the Premium Members, at a meeting held for that purpose, by the affirmative vote of a majority of all of the Voting Representatives.

The undersigned certifies that this Ninth Amended and Restated Code of Regulations was adopted by the unanimous consent of the Premium Members in writing or by the affirmative vote of a majority of all of the Premium Members at a meeting held for that purpose on the 12th day of June 2020, at Columbus, Ohio. This Code of Regulations supersedes all prior versions of the Corporation's Code of Regulations.

Tom Blincoe

Tom Blincoe, Secretary