

AMENDED AND RESTATED BYLAWS

OF

98POINT6 PHYSICIANS PC

ARTICLE I CORPORATION

1.1 Name. The name of the corporation is 98point6 Physicians PC, a Washington professional corporation (the “**Corporation**”).

1.2 Principal Office. The principal office of the Corporation shall be located at such place as may be designated as the principal office by the board of directors of the Corporation (the “**Board of Directors**”). The address of the Corporation’s registered office in Washington shall be as set forth in the Articles of Incorporation of the Corporation (the “**Articles**”) or as designated from time to time by the Board of Directors.

ARTICLE II STOCKHOLDER

2.1 Sole Stockholder. The Corporation shall have one stockholder (the “**Sole Stockholder**”). The Sole Stockholder shall have all stockholder rights conferred by law, the Articles and these Amended and Restated Bylaws. In order to qualify as the Sole Stockholder and to maintain stock ownership in the Corporation, the stockholder must at all times hold a valid and unrestricted license to practice medicine in the State of Washington.

2.2 Place of Meetings. All meetings of the Sole Stockholder shall be held at such place as the Sole Stockholder may designate, either at the principal office of 98point6 Inc., or by any means of communication by which all persons participating in the meeting can hear each other during the meeting.

2.3 Annual Meeting. The annual meeting of the Sole Stockholder shall be held at such time as shall be designated by the Board of Directors in the notice of the meeting. The purpose of the annual meeting of the Sole Stockholder shall be to elect the Board of Directors and to transact such other business as may come before the meeting. If the annual meeting of the Sole Stockholder is for any reason not held on the day designated, the annual meeting shall be held at such later date and time as shall be designated by the Board of Directors in the notice of the meeting.

2.4 Special Meetings. Special meetings of the Sole Stockholder may be called by the President of the Corporation, the Secretary, the Board of Directors, or the Sole Stockholder.

2.5 Notice of Meetings. Written notice stating the place, day and hour of the meeting of the Sole Stockholder and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered to the Sole Stockholder not less than fourteen (14) days nor more than sixty (60) days before the meeting, either personally, by mail, or electronically transmitted at the direction of the President, Secretary or other officer or person calling the meeting. If mailed, the notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Sole Stockholder, respectively, at his or her address as it appears on the

records of the Corporation, with postage thereon prepaid. If provided in an electronic transmission, notice shall be deemed to be delivered when it is electronically transmitted to an address, location, or system designated by the recipient for the purpose of receiving notice. The Secretary shall be present at and shall take minutes at each meeting. Notice of a meeting need not be given to the Sole Stockholder, if a written waiver of notice executed by the Sole Stockholder before or after the meeting is filed with the records of the meeting, or if the Sole Stockholder attends the meeting without protesting the lack of notice prior thereto or at the meeting's commencement.

ARTICLE III **BOARD OF DIRECTORS**

3.1 Management.

(a) Except as otherwise provided by law, the Articles and these Amended and Restated Bylaws, all powers of the Corporation shall be exercised by and under the authority of the Board of Directors, which shall manage and direct the property, affairs, business and assets of the Corporation.

(b) Subject to subsections (c) and (d) of this Section 3.1, the Sole Stockholder and Board of Directors each, to the maximum extent allowed under applicable law, hereby delegate management of the business and affairs of the Corporation to the Manager pursuant to the terms of the Amended and Restated Management Services Agreement, effective January 1, 2019, between Manager, Corporation, and Sole Stockholder, as may be amended and/or restated from time to time (the “**Management Services Agreement**”). Subject to the terms of the Management Services Agreement, these Amended and Restated Bylaws, and the Articles, the Manager shall direct, manage, and control the business of the Corporation to the best of the Manager's ability and shall have full and complete authority, power and discretion to perform the duties of Manager under the Management Services Agreement.

(c) No attorney-in-fact, employee, or other agent of the Corporation (other than the Manager) shall have any power or authority to bind the Corporation in any way, to pledge its credit, or to render it liable in contract for any purpose, except as (i) set forth in the Management Services Agreement, or (ii) with prior approval of the President (or the Secretary, as the President may have delegated to the Secretary) and the Manager.

(d) The Manager shall not be required to manage the Corporation as its sole and exclusive function. Except as otherwise provided herein, the Manager may have other business, trade, investment, or employment interests and may engage in other activities in addition to those relating to the Corporation. The Corporation shall not have any right, by virtue of these Amended and Restated Bylaws, to share or participate in such other investments or activities of the Manager or to the income or proceeds derived therefrom. The Manager shall not incur any liability to the Corporation as a result of engaging in any other business or venture.

3.2 Qualifications, Election and Number. The Board of Directors shall consist of one (1) director (the “**Director**”) who shall be the Sole Stockholder. The Sole Stockholder shall elect himself/herself as the Director at the annual meeting of the Sole Stockholder. The Director must be licensed to practice medicine in the State of Washington. If the Director ceases to be licensed to

practice medicine in the State of Washington or ceases to be the Sole Stockholder, the Director shall at such time simultaneously and without further action cease to be a Director.

3.3 Term and Vacancies. The Director shall serve until the next annual meeting of the Sole Stockholder and until the Director's successor is duly elected and qualified, or until the Director sooner dies, resigns, is removed or is otherwise disqualified as a Director. The Sole Stockholder may serve multiple terms as Director.

3.4 Removal. A Director is automatically removed upon ceasing to be licensed to practice medicine in the State of Washington or ceasing to be the Sole Stockholder, with no other action required to effectuate such removal.

3.5 Place of Meetings. All meetings of the Board of Directors shall be held at the principal office of 98point6 Inc., or by any means of communication by which all persons participating in the meeting can hear each other during the meeting.

3.6 Annual Meeting. The Board of Directors shall meet annually immediately following, and at the same place as, the annual meeting of the Sole Stockholder. If the annual meeting of the Board of Directors is for any reason not held on the date determined in accordance with this Section 3.6, the annual meeting shall be held at such later date and time as shall be designated by the Board of Directors in the notice of the meeting.

3.7 Regular Meetings. Regular meetings of the Board of Directors may be held at such date and time as designated by the President by announcement at the preceding Board of Directors' meeting, by resolution of the Board of Directors, or by written notice to the Directors.

3.8 Special Meetings. Special meetings of the Board of Directors may be called by the Board of Directors or the Sole Stockholder at any time. Special meetings shall be held at the principal office of 98point6 Inc., or by any means of communication by which all persons participating in the meeting can hear each other during the meeting, on such date(s) and at such time(s) as the person(s) calling the meeting may designate.

3.9 Notice and Place of Meetings. Written notice of any meeting of the Board of Directors shall be given to each Director and the Manager at least fourteen (14) days before the meeting as follows: (a) by leaving such notice with the Director at the Director's respective residence or usual place of business; (b) by mailing such notice, postage prepaid, and addressed to the Director at the Director's address as it appears in the records of the Corporation; or (c) by facsimile transmission of such notice to the Director's usual place of business. If notice is mailed, such notice shall be deemed to be delivered two (2) business days following the date it is deposited in the United States mail properly addressed, with postage thereon prepaid. Except for the notice required pursuant to Article 2.5 of these Amended and Restated Bylaws, a Director may waive notice of a meeting by delivering a written waiver of such notice to the Secretary of the Corporation or by such Director's attendance at such meeting without protesting prior thereto or at its commencement the lack of notice to the Director. Neither the business to be transacted at, nor the purpose of, the annual meeting or any special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

3.10 Quorum and Voting. A majority of the Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. The Board of Directors shall take

action at a meeting of the Board of Directors. The Manager or its designee shall be present at and shall take minutes at each meeting. The affirmative vote of the Board of Directors at a meeting shall be the act of the Board of Directors; provided, however, that no act of the Board of Directors shall be effective unless the notice provisions set forth herein have been adhered to and until thirty (30) days after the minutes of the meeting have been drafted, approved by the Sole Stockholder, and sent to the Manager. Notwithstanding the foregoing, any action required or permitted to be taken by the Board of Directors at a meeting of the Board of Directors may be taken without a meeting if the Board of Directors executes a written consent to such action and provides an executed copy thereof to the Manager no less than thirty (30) days prior to the date such consent is to be effective.

3.11 Compensation. The Board of Directors shall not be paid any compensation, however he or she may be paid his or her expenses, if any, of attendance at each meeting of the Board of Directors. These payments shall not preclude the Director from serving the Corporation in any other capacity and receiving compensation therefor.

3.12 Committees. The Board of Directors may create one or more committees which shall consist of employees of the Corporation and advisors to the Corporation. Such committees shall be advisory in nature only and shall not exercise any power of the Board of Directors.

ARTICLE IV **OFFICERS**

4.1 Officers/Appointment.

(a) The Corporation shall have a President and a Secretary. Any number of offices may be held by the same person. Except for the Secretary, each officer of the Corporation must be licensed to practice medicine in Washington.

(b) The individual who from time to time is the Sole Stockholder of the Corporation shall be the President. The remaining officers shall be appointed by the Sole Stockholder at a meeting held in accordance with these Amended and Restated Bylaws. Except for the President, the officers of the Corporation shall remain in office until their death, resignation, or removal by the Sole Stockholder for cause.

4.2 President. The President shall be the chief executive officer of the Corporation and shall in general supervise and control all of the business and affairs of the Corporation. In the absence of resolutions adopted by the Board of Directors to the contrary, or where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Amended and Restated Bylaws to any other officer or agent of the Corporation or shall be required by law to be otherwise signed or executed, the President of the Corporation is hereby authorized, empowered and directed to take any and all actions and to execute any and all contracts, agreements, instruments, consents, deeds, mortgages, bonds and other instruments and documents on behalf of the Corporation which the President deems necessary or desirable and in the best interests of the Corporation. The President may preside at all meetings of the shareholders and the Board of Directors and shall in general perform all duties incident to the office of President, and such other duties as may be assigned from time to time by the Board of Directors.

4.3 Secretary. The Secretary shall (a) keep the minutes of the shareholders and the Board of Directors' meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Amended and Restated Bylaws and as required by law; (c) be custodian of the corporate records; (d) keep a register of the post office address of each shareholder which shall be furnished to the Secretary by such shareholder; (e) keep a stock ledger containing the names of the shareholders and the number of shares owned and held by the shareholders of the Corporation and if the Shareholder Record (as defined below) includes a statement of the restrictions on transfer of the shares; and (f) in general perform all duties incident to the office of Secretary and such other duties as may be assigned from time to time by the President or by the Board of Directors.

4.4 Removal and Resignation of Officers.

(a) Except for the President (who shall hold office ex-officio, by virtue of being the Sole Stockholder), the officers of the Corporation may be removed by the Sole Stockholder. A removed officer shall have no claim against the Corporation or individual officers arising from such removal (other than any rights he or she may have to monetary compensation or damages under an employment contract).

(b) Other than the President, any officer may resign at any time by giving written notice of his or her intent to do so to the President. Unless otherwise specified in the notice, resignations shall take effect on the date the notice is received, and acceptance of the resignation is not necessary to make it effective. An officer's resignation or its acceptance by the Corporation shall not prejudice any rights the Corporation may have to monetary damages under an employment contract.

4.5 Vacancies in Offices. Except for the President, vacancies in offices resulting from an officer's death, resignation or removal shall be filled by the Sole Stockholder at a meeting held in accordance with the provisions of these Amended and Restated Bylaws.

ARTICLE V
SHARES, SHAREHOLDER RECORD AND TRANSFER OF SHARES

5.1 No Certificates for Shares. Shares of the Corporation will not be represented by certificates.

5.2 Shareholder Record. Within 60 days after the issuance or transfer of shares of the Corporation, the Corporation shall send the shareholder a written information statement or record signed by the President and Secretary (the "**Shareholder Record**") containing the following information:

(a) The name of the Corporation and that it is organized under the laws of Washington;

(b) The name of the person to whom the shares are issued or transferred;

(c) The number and class of shares issued or transferred, and the designation of the series, if any;

(d) If the Corporation is authorized to issue more than one class or series of stock, the designations, relative rights, preferences, and limitations applicable to each class and the variations in rights, preferences, and limitations determined for each series, and the authority of the Board of Directors to determine variations for future series, as set forth in the Articles, and;

(e) If the shares of stock are issued or transferred at a time when such shares are subject to any restriction on transfer pursuant to the Articles, these Amended and Restated Bylaws, the Shareholder Control and Stock Transfer Restriction Agreement executed by the Corporation, and the Manager, and the Sole Stockholder (the **"Shareholder Control and Stock Transfer Restriction Agreement"**) or any agreement to which the Corporation is a party, a statement of the existence of such restriction and a statement that the Corporation will furnish a copy thereof to the holder of such shares upon written request and without charge.

5.3 Legend. Except as otherwise required by the Shareholder Control and Stock Transfer Restriction Agreement, each Shareholder Record shall bear the following legend:

THE SHARES WHICH ARE THE SUBJECT OF THIS SHAREHOLDER RECORD ARE SUBJECT TO RESTRICTIONS ON TRANSFER AS MAY BE IMPOSED FROM TIME TO TIME EITHER: (I) PURSUANT TO ONE OR MORE STATUTES OF THE STATE IN WHICH THE CORPORATION IS FORMED, OR (II) BY ANY APPLICABLE LICENSING AUTHORITY OR REGULATING BOARD GOVERNING THE PRACTICE OF THE PROFESSIONAL SERVICES PERMITTED BY THE ARTICLES OF FORMATION OF THE CORPORATION. FURTHERMORE, THE SHARES ARE SUBJECT TO THE TERMS OF A SHAREHOLDER CONTROL AND STOCK TRANSFER RESTRICTION AGREEMENT (A COPY OF WHICH IS ON FILE WITH THE CORPORATION) AND NO TRANSFER OF THE SHARES REPRESENTED HEREBY OR OF SHARES ISSUED IN EXCHANGE THEREFOR SHALL BE VALID OR EFFECTIVE UNTIL THE TERMS AND CONDITIONS OF SUCH SHAREHOLDER CONTROL AND STOCK TRANSFER RESTRICTION AGREEMENT SHALL HAVE BEEN FULFILLED.

5.4 Issuance and Transfer of Stock.

(a) Subject to the provisions of applicable state law, the Articles, these Amended and Restated Bylaws and the Shareholder Control and Stock Transfer Restriction Agreement, the Board of Directors may make such rules and regulations as it may deem expedient concerning the transfer and registration of shares of the Corporation, including the appointment of transfer agents and registrars. The Board of Directors shall have the authority to issue to the Sole Stockholder the whole or any part of any unissued capital stock from time to time authorized under the Articles in such manner and amounts and for such consideration and upon such terms and conditions as the Board of Directors may determine from time to time in its discretion. No stock shall be issued unless the cash, so far as due, or the property, services or expenses for which it was authorized to be issued, has been actually received or incurred by, or conveyed or rendered to, the Corporation, or is in its possession as surplus.

(b) Upon compliance with any provisions restricting the issuance and transferability of shares that may be set forth in the Articles, these Amended and Restated Bylaws, the Shareholder Control and Stock Transfer Restriction Agreement or any written agreement in respect thereof, shares of the Corporation may only be issued to, held by, or transferred to a person who meets the requirements of Section 2.1.

(c) Shares in the Corporation held by a shareholder who dies, ceases to be licensed to practice medicine in Washington, becomes incapacitated due to physical or mental disability or retires, for any reason, or shares transferred by operation of law or court judgment to an individual not licensed to practice medicine in Washington or any entity, shall immediately be transferred under a written agreement to an authorized shareholder.

5.5 Transfer of Shares. Subject to the terms of the Shareholder Control and Stock Transfer Restriction Agreement, shares of the Corporation shall be transferable on the books of the Corporation by the holder thereof, in person or by such person's duly authorized attorney, upon the surrender and cancellation of a like number of shares as evidenced by the Corporation's stock ledger and the applicable shareholder's Shareholder Record. As against the Corporation, a transfer of shares can be made only on the books of the Corporation and in the manner hereinabove provided, and the Corporation shall be entitled to treat the holder of record of any share as the owner thereof and shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person, whether or not it shall have express or other notice thereof, except as expressly provided by the statutes of the State of Washington.

5.6 Stock Ledger. The stock ledger will be prima facie evidence as to who are the shareholders entitled to vote in person or by proxy at any meeting of the shareholders. Only shareholders whose names are registered in the stock ledger will be entitled to be treated by the Corporation as the holders and owners in fact of the shares standing in their respective names, and the Corporation will not be bound to recognize any equitable or other claim to or interest in such shares on the part of any other person, whether or not the Corporation has express or other notice thereof, except as expressly provided by the laws of the State of Washington.

ARTICLE VI **INDEMNIFICATION**

6.1 Indemnity of the Sole Stockholder, Officers, Employees and Other Agents.

(a) **Right to Indemnification.** Subject to the limitations and conditions provided in this Section 6.1, each individual, trust, estate, or any incorporated or unincorporated entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such person where the context so permits (an "**Indemnified Person**") who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitral, or investigative (a "**Proceeding**"), or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that an Indemnified Person was or is a Sole Stockholder, a Director or officer, legal representative, or agent of the Corporation, shall be indemnified by the Corporation against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements, and reasonable costs and expenses (including, without

limitation, attorneys' fees) actually incurred by such Indemnified Person in connection with such Proceeding if such Indemnified Person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interest of the Corporation and, with respect to any criminal action or Proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that an Indemnified Person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation or, with respect to any Proceeding, that such Indemnified Person had reasonable cause to believe that his or her conduct was unlawful. Corporation will have full control of the defense and any proceedings relating to any claim subject to this Article VI and may contest or settle any such claim on such terms, at such time and in such manner as it elects in its sole discretion, provided that such settlement involves only the payment of monetary damages.

(b) **Success on Merits.** To the extent that an Indemnified Person has been successful, on the merits or otherwise, in the defense of any Proceeding referred to in Section 6.1(a), or in defense of any claim, issue, or matter therein, such Indemnified Person shall be indemnified against all expenses (including attorneys' fees) actually and reasonably incurred by such Indemnified Person in connection therewith.

(c) **Survival.** Indemnification under this Section 6.1 shall continue as to an Indemnified Person who has ceased to serve in the capacity which initially entitled such Indemnified Person to indemnity hereunder. The rights granted pursuant to this Section 6.1 shall be deemed contract rights, and no amendment, modification, or repeal of this Section 6.1 shall have the effect of limiting or denying any such rights with respect to actions taken or Proceedings arising prior to any such amendment, modification or repeal.

(d) **Advance Payment.** The right to indemnification conferred by this Section 6.1 shall include the right to be paid or reimbursed by the Corporation for the reasonable expenses incurred in advance of the final disposition of the Proceeding and without any determination as to an Indemnified Person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred in advance of the final disposition of a Proceeding shall be made only upon delivery to the Corporation of a written affirmation by such Indemnified Person of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under this Section 6.1 and a written undertaking, by or on behalf of such Indemnified Person, to repay all amounts so advanced if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified under this Section 6.1 or otherwise.

6.2 Savings Clause. If any portion of this Article VI shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify and hold harmless each Indemnified Person as to costs, charges and expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement with respect to any Proceeding to the fullest extent permitted by any applicable portion of this Article VI that shall not have been invalidated and to the fullest extent permitted by applicable law.

ARTICLE VII **DISSOLUTION**

7.1 Dissolution Events. The Corporation shall be dissolved only upon the occurrence of any of the following events ("**Dissolution Events**"):

- (a) The issuance of a decree by a court of competent jurisdiction ordering the dissolution of the Corporation; or
- (b) The decision of the Secretary to dissolve the Corporation.

The Corporation shall not dissolve prior to the occurrence of a Dissolution Event. The withdrawal of the Sole Stockholder shall not cause a dissolution of Corporation and, unless otherwise provided herein, the business of the Corporation shall automatically continue after any such withdrawal. If it is determined that the Corporation has dissolved prior to the occurrence of a Dissolution Event, the Sole Stockholder shall continue the business of the Corporation without a winding-up or liquidation.

7.2 Withdrawal. Other than in connection with the exercise of the Put Option set forth in that certain Amended and Restated Shareholder Control and Stock Transfer Restriction Agreement effective January 1, 2019, between the Sole Stockholder and Manager or following a breach by Manager of its obligations in connection with such Put Option, the Sole Stockholder shall not withdraw as the Sole Stockholder of the Corporation for any reason.

7.3 Winding-Up. Upon the occurrence of a Dissolution Event, the Secretary shall proceed with the winding-up of the affairs of the Corporation, and Corporation property shall be applied and distributed in accordance with the provisions of Section 7.4 of these Amended and Restated Bylaws.**Distributions.** Upon the occurrence of a Dissolution Event, the Secretary shall liquidate Corporation property and apply and distribute the proceeds thereof as follows:

- (a) The proceeds shall first be applied to the payment of the liabilities of the Corporation (including the repayment of any loans or advances made by the Sole Stockholder to the Corporation) and the expenses of liquidation. The Secretary may cause the Corporation to retain such amounts as it deems necessary as a reserve for contingent liabilities or obligations of the Corporation. A reasonable time shall be allowed for the orderly liquidation of the Corporation.
- (b) Any or all proceeds remaining after paying the liabilities referred to in subparagraph (a) above shall be distributed to the Sole Stockholder.

ARTICLE VIII **MISCELLANEOUS PROVISIONS**

8.1 Corporate Seal. The Corporation shall have no seal.

8.2 Fiscal Year. The fiscal year of the Corporation shall end on the last day of December in each year.

8.3 Amendments. The Sole Stockholder alone may amend or repeal these Amended and Restated Bylaws or adopt new amended and restated Bylaws, notwithstanding anything to the contrary in the Articles or these Amended and Restated Bylaws.

[Signature follows]

I HEREBY CERTIFY that the foregoing is a full, true, and correct copy of the **AMENDED AND RESTATED BYLAWS OF 98POINT6 PHYSICIANS PC**, a professional corporation of the State of Washington, as in effect on the date hereof.

Dated: January 31, 2017

Amended and Restated: January 1, 2019

A handwritten signature in cursive script, appearing to read 'Tori Lallmont', is written over a horizontal line.

Tori Lallmont
Secretary