

**BEFORE THE INSURANCE DEPARTMENT
OF THE
COMMONWEALTH OF PENNSYLVANIA**

Statement Regarding the Acquisition of Control of or Merger with
Domestic Insurers:

Highmark Inc.; First Priority Life Insurance Company, Inc.;
Gateway Health Plan, Inc.; Highmark Casualty Insurance Company;
Highmark Senior Resources Inc.; HM Casualty Insurance Company;
HM Health Insurance Company, d/b/a Highmark Health Insurance Company;
HM Life Insurance Company; HMO of Northeastern Pennsylvania, Inc.,
d/b/a First Priority Health; Inter-County Health Plan, Inc.;
Inter-County Hospitalization Plan, Inc.; Keystone Health Plan West, Inc.;
United Concordia Companies, Inc.; United Concordia Dental Plans of Pennsylvania, Inc.;
United Concordia Life and Health Insurance Company

By UPE, a Pennsylvania nonprofit corporation

**SUPPLEMENTAL RESPONSES TO
PID SUPPLEMENTAL INFORMATION REQUESTS 5.1.1.1 AND 5.1.1.2 AND
PID SUPPLEMENTAL FILING REQUESTS 5.1.1.1-A AND 5.1.1.2-A
FROM THE PENNSYLVANIA INSURANCE DEPARTMENT**

5.1.1 For (i) the Applicant; (ii) Highmark; (iii) each Highmark Affiliate; (iii) UPE Provider Sub; (iv) WPAHS; and (v) each WPAHS Affiliate provide copies of:

REQUEST 5.1.1.1

Articles of incorporation or other formation document, except for those entities for which such documents have been provided. Identify the entities for which such documents have been provided and where such documents are located in the Form A filing and accompanying material.

REQUEST 5.1.1.2:

Bylaws, operating agreement or similar document, except for those entities for which such documents have been provided. Identify the entities for which such documents have been provided and where such documents are located in the Form A filing and accompanying material.

SUPPLEMENTAL FILING REQUEST 5.1.1.1-A (via letter from PID dated September 26, 2012):

[For all other UPE Entities,] provide copies of Articles of Incorporation or other formation document, except for those entities for which such documents have been provided.

SUPPLEMENTAL FILING REQUEST 5.1.1.2-A (via letter from PID dated September 26, 2012):

[For all other UPE Entities,] provide copies of Bylaws, operating agreement or similar document, except for those entities for which such documents have been provided. Identify the

entities for which such documents have been provided and where such documents are located in the Form A filing and accompanying material.

SUPPLEMENTAL RESPONSES 5.1.1.1, 5.1.1.2, 5.1.1.1-A and 5.1.1.2-A:

Articles of Incorporation or other formation documents, Bylaws, operating agreements or similar documents for UPE, UPE Provider Sub and Highmark Inc. and for each of Highmark's Pennsylvania-domiciled insurance companies previously have been provided to the Department.

UPE hereby supplements its previous Responses by attaching at Tab A the formation documents for the following entities:

1. HMPG Inc.
2. Physician Landing Zone PC
3. Lake Erie Medical Group, PC
4. Premier Medical Associates, P.C.
5. Protoco PPI LLC (f/k/a Trinity Supply Chain Services LLC)
6. Protoco Supply Chain Services LLC
7. HMPG Pharmacy LLC
8. Promedix LLC
9. HMPG Properties North LLC
10. Principo Advisors, LLC
11. Osiris Properties, LLC
12. Optimus 28 Management, LLC
13. Platinum Advisors, LLC
14. Silver Rain Management, LLC
15. Silver Rain, LP
16. Summer Wind Management, LLC

UPE hereby supplements its previous Responses by attaching at Tab B the governing documents for the following entities:

1. HMPG Inc.
2. Lake Erie Medical Group, PC
3. Physician Landing Zone PC
4. Premier Medical Associates, P.C.
5. HMPG Properties North LLC
6. Silver Rain Management, LLC
7. Silver Rain, LP
8. Optimus 28 Management, LLC
9. Osiris Properties, LLC
10. Summer Wind Management, LLC
11. Principo Advisors, LLC
12. HMPG Pharmacy LLC
13. Protoco Supply Chain Services LLC

UPE is in the process of obtaining executed governing documents for Promedix LLC, Promedix PPI LLC, and Platinum Advisors LLC and will supplement its response once these items are received.

UPE hereby certifies that, to the best of its knowledge, information and belief, the copies of the above-described documents provided herewith or previously provided to the Department are true, correct and complete copies of the currently operative documents of each applicable entity, respectively, and are in full force and effect on and as of the date of this certification without modification or amendment except as set forth therein.

UPE
120 Fifth Avenue
Pittsburgh, PA 15222

TAB A

Entity #: 4058282
Date Filed: 09/28/2011
Carol Alchale
Secretary of the Commonwealth

PENNSYLVANIA-DEPARTMENT-OF-STATE
CORPORATION BUREAU

Articles of Incorporation-For Profit

(15 Pa.C.S.)

- | | |
|---|--|
| <input checked="" type="checkbox"/> Business-stock (§ 1306) | <input type="checkbox"/> Management (§ 2703) |
| <input type="checkbox"/> Business-nonstock (§ 2102) | <input type="checkbox"/> Professional (§ 2903) |
| <input type="checkbox"/> Business-statutory close (§ 2303) | <input type="checkbox"/> Insurance (§ 3101) |
| <input type="checkbox"/> Cooperative (§ 7102) | |

Name: **CT-COUNTER**
Address: **CT-COUNTER**
City: **8257132** State: **SO** Zip Code: **PA 1**

Document will be returned to the name and address you enter to the left.

Commonwealth of Pennsylvania
ARTICLES OF INCORPORATION 4 Page(s)



Fee: \$125

In compliance with the requirements of the applicable provisions (relating to corporations and unincorporated associations), the undersigned, desiring to incorporate a corporation for profit, hereby states that:

1. The name of the corporation (corporate designator required, i.e., "corporation", "Incorporated", "limited" "company" or any abbreviation. "Professional corporation" or "P.C"): **HMPG Inc.**

2. The (a) address of this corporation's current registered office in this Commonwealth (post office box, alone, is not acceptable) or (b) name of its commercial registered office provider and the county of venue is:

(a) Number and Street	City	State	Zip	County
120 Fifth Avenue Place	Pittsburgh	PA	15222	Allegheny

(b) Name of Commercial Registered Office Provider: _____ County: _____

c/o: _____

3. The corporation is incorporated under the provisions of the Business Corporation Law of 1988. See Exhibit "A" attached.

4. The aggregate number of shares authorized: 1,000 shares

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2011 SEP 28 PM 4:17
PA DEPT OF STATE

5. The name and address, including number and street, if any, of each incorporator (all incorporators must sign below):

Name	Address
Thomas M. Tammany, Esq.,	Buchanan Ingersoll & Rooney PC, 50 S. 16th St., Suite 3200, Phila. PA 19102

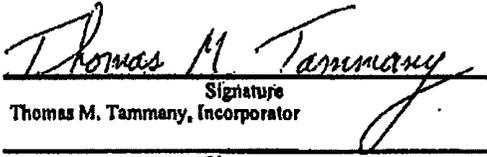
6. The specified effective date, if any: _____
month/day/year hour, if any

7. Additional provisions of the articles, if any, attach an 8 1/2 by 11 sheet.

8. *Statutory close corporation only:* Neither the corporation nor any shareholder shall make an offering of any of its shares of any class that would constitute a "public offering" within the meaning of the Securities Act of 1933 (15 U.S.C. 77a et seq.)

9. *Cooperative corporations only: Complete and strike out inapplicable term:*
The common bond of membership among its members/shareholders is: _____.

IN TESTIMONY WHEREOF, the incorporator(s) has/have signed these Articles of Incorporation this
28th day of September, 2011.



Signature
Thomas M. Tammany, Incorporator

Signature

EXHIBIT "A"

ARTICLES OF INCORPORATION

of

HMPG Inc.

Purpose. The Corporation is organized to engage in the business of organizing and managing networks of physicians and ambulatory care and outpatient service providers, and providing access to other related services, and in general to do any and all things as authorized by the Business Corporation Law of 1988; provided, however, that the Corporation shall not provide professional services encompassed under the Pennsylvania Professional Corporation Act.

Docketing Statement DSCB:15-134A (Rev 2001)
Departments of State and Revenue

One (1) copy required

BUREAU USE ONLY:	
Dept. of State Entity #	_____
Dept. of Rev. Box #	_____
Filing Period	Date 3 4 5
SIC/NAICS	Report Code

Check proper box:

Pennsylvania Entities

<input checked="" type="checkbox"/>	business stock
<input type="checkbox"/>	business non-stock
<input type="checkbox"/>	professional
<input type="checkbox"/>	nonprofit stock
<input type="checkbox"/>	nonprofit non-stock
<input type="checkbox"/>	statutory close
<input type="checkbox"/>	management
<input type="checkbox"/>	cooperative
<input type="checkbox"/>	insurance
<input type="checkbox"/>	limited liability company
<input type="checkbox"/>	restricted professional limited
<input type="checkbox"/>	liability company
<input type="checkbox"/>	business trust

Foreign Entities

State/Country _____ Date _____

<input type="checkbox"/>	business
<input type="checkbox"/>	nonprofit
<input type="checkbox"/>	limited liability company
<input type="checkbox"/>	restricted professional limited
<input type="checkbox"/>	liability company
<input type="checkbox"/>	business trust

Other

<input type="checkbox"/>	domestication
<input type="checkbox"/>	division
<input type="checkbox"/>	consolidation

1. Entity Name: HMPG Inc.

2. Individual name and mailing address responsible for initial tax reports:
Todd Vanerstrom 120 Fifth Avenue Place Pittsburgh PA 15222
Name Number and street City State Zip

3. Description of business activity: The company shall have unlimited power to engage in and to do any lawful act concerning any or all lawful business for which companies may be formed under the Pennsylvania Business Corporation Law of 1988, as amended, including but not limited to, organizing and managing networks of physicians and ambulatory care and outpatient service providers and providing access to other related services; provided, however, that the Corporation shall not provide professional services encompassed under the Pennsylvania Professional Corporation Act.
--

4. Specified effective date, if any: _____ month/day/year hour, if any

5. EIN (Employee Identification Number), if any _____
--

6. Fiscal Year End: 12/31

7. Fictitious Name (only if foreign corporation is transacting business in PA under a fictitious name):

DIVIDER SHEET

Entity #: 4070162
 Date Filed: 11/29/2011
 Carol Alchele
 Secretary of the Commonwealth

**PENNSYLVANIA DEPARTMENT OF STATE
 CORPORATION BUREAU**

**Articles of Incorporation-For Profit
 (15 Pa.C.S.)**

Entity Number Business-stock (§ 1306) _____ Management (§ 2703) _____
 Business-nonstock (§ 2102) _____ Professional (§ 2903) _____
 Business-statutory close (§ 2303) _____ Insurance (§ 3101) _____
 Cooperative (§ 7102) _____

Name **CT - COUNTER**
 Address _____
 City Scranton State PA Zip Code _____

Document will be returned to the name and address you enter to the left.

Fee: \$125

Commonwealth of Pennsylvania
 ARTICLES OF INCORPORATION 5 Page(s)



T1133460017

In compliance with the requirements of the applicable provisions (relating to corporations and unincorporated associations), the undersigned, desiring to incorporate a corporation for profit, hereby states that:

1. The name of the corporation (corporate designator required, i.e., "corporation", "incorporated", "limited", "company" or any abbreviation. "Professional corporation" or "P.C.");
PHYSICIAN LANDING ZONE PC

2. The (a) address of this corporation's current registered office in this Commonwealth (post office box, alone, is not acceptable) or (b) name of its commercial registered office provider and the county of venue is:

(a) Number and Street	City	State	Zip	County
120 Fifth Avenue Place	Pittsburgh	PA	15222	Allegheny

(b) Name of Commercial Registered Office Provider _____ County _____
 c/o: _____

3. The corporation is incorporated under the provisions of the Business Corporation Law of 1988:

4. The aggregate number of shares authorized: 1,000 common, US\$1.00 par value

2011 NOV 29 PM 4: 21
 PA DEPT OF STATE

5. The name and address, including number and street, if any, of each incorporator (all incorporators must sign below):

Name	Address
Thomas M. Tammany, Esquire	c/o Buchanan Ingersoll & Rooney PC 50 S. 16th Street, Suite 3200 Philadelphia, PA 19102-2555

6. This document will be effective when filed.

7. Additional provisions of the articles: See Exhibit "A" attached.

IN TESTIMONY WHEREOF, the incorporator(s) has/have signed these Articles of Incorporation to be signed by a duly authorized officer thereof this 29th day of NOVEMBER, 2011

Thomas M. Tammany

Signature

Signature

EXHIBIT "A"

ARTICLES OF INCORPORATION

of

PHYSICIAN LANDING ZONE PC

1. **Purpose.** The Corporation shall have unlimited power to engage in and to do any lawful act concerning any or all lawful business for which corporations may be formed under the Pennsylvania Business Corporation Law of 1988, as amended, including but not limited to, engaging in the business of rendering the same professional services to the public that a Doctor of Medicine or a Doctor of Osteopathy and any closely allied services are authorized to render by law. These professional services and closely allied services shall be rendered only through officers, employees, and agents who are duly licensed under the laws of the Commonwealth of Pennsylvania to practice the profession of medicine and closely allied services, unless otherwise authorized by the Pennsylvania Professional Corporation Act.

2. **Authorized Capital.** The aggregate number of shares of stock which the Corporation shall have authority to issue is one thousand (1,000) shares of capital stock, par value \$1.00 per share (hereinafter referred to as "Stock"). The Corporation shall issue shares of Stock only to those individuals who: (a) are licensed or otherwise legally authorized within the Commonwealth of Pennsylvania to render the same or closely allied professional services for which the Corporation is organized; and (b) have entered into a shareholder agreement with HMPG and the Corporation in a form approved by HMPG Inc. ("Shareholder Agreement").

The following is a statement of the designations, preferences, qualifications, limitations, restrictions and the special or relative rights granted to or imposed upon the Stock:

- (a) **Dividends.** Shareholders shall not be entitled to receive any dividends in respect of such shares of Stock.
- (b) **Distribution of Assets.** In the event of the voluntary or involuntary liquidation, dissolution or winding-up of the Corporation, the Corporation shall distribute any assets that otherwise would be available for distribution to its shareholders only as provided in Article 4 of these Articles of Incorporation.
- (c) **Appreciation.** The Stock shall be priced at One Dollar (\$1.00) per share, and, in the event of a disposition of shares of Stock, shareholders shall not be entitled to receive any appreciation in respect of such shares of Stock.

-
- (d) **Voting Rights.** Shareholders shall have the voting rights set forth in the Shareholder Agreement.
- (e) **Merger, etc.** In connection with any merger, consolidation, or recapitalization, shareholders may receive stock possessing the same voting and/or consent rights as they then hold in consideration for their shares; provided, however, that any stock that they receive in consideration for their shares would continue to have no economic rights, including no right to dividends or any distributions relating to the ownership of such stock.
- (f) **Waiver of Preemptive Rights.** No holder of any share of any class of capital Stock of the Corporation shall be entitled, by preemptive or other right, to subscribe for or otherwise to purchase any share of any class of capital Stock which the Corporation may issue. No share of any class of capital Stock of the Corporation shall be subject to any such preemptive or similar right.
3. **Term.** The Corporation shall exist perpetually.
4. **Dissolution.** In the event that the Corporation shall be dissolved or liquidated, the Board of Directors, after paying or making provision for payment of all of the known liabilities of the Corporation, may transfer or dispose of the Corporation's property and assets to HMPG or any affiliate thereof. No private individual shall share in the distribution of any Corporation assets upon dissolution or sale of the assets of the Corporation.
5. **Amendments.** The authority to make, alter and repeal the Articles of Incorporation or the Bylaws of the Corporation shall be as set forth in the Bylaws.

DIVIDER SHEET

Entity #: 4059958
Date Filed: 10/08/2011
Carol Alchele
Secretary of the Commonwealth

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Articles of Incorporation-For Profit
(15 Pa.C.S.)

Entity Number

Business-stock (§ 1306)

Management (§ 2703)

Business-nonstock (§ 2102)

Professional (§ 2903)

Business-statutory close (§ 2303)

Insurance (§ 3101)

Cooperative (§ 7102)

Name

Address

City

State

Zip Code

CT-COUNTER

8266806 SO PA 1

Document will be returned to the
name and address you enter to
the left.

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Fee: \$125

Commonwealth of Pennsylvania
ARTICLES OF INCORPORATION 5 Page(s)



T1127941080

In compliance with the requirements of the applicable provisions (relating to corporations and unincorporated associations), the undersigned, desiring to incorporate a corporation for profit, hereby states that:

1. The name of the corporation (corporate designator required, i.e., "corporation", "incorporated", "limited", "company" or any abbreviation, "Professional corporation" or "P.C.");
LAKE ERIE MEDICAL GROUP, PC

2. The (a) address of this corporation's current registered office in this Commonwealth (post office box, alone, is not acceptable) or (b) name of its commercial registered office provider and the county of venue is:

120 Fifth Avenue Place
(a) Number and Street

Pittsburgh
City

PA
State

15222
Zip

Allegheny
County

(b) Name of Commercial Registered Office Provider
c/o:

County

3. The corporation is incorporated under the provisions of the Business Corporation Law of 1988.
See Exhibit "A" attached.

4. The aggregate number of shares authorized: 1,000 common, US\$1.00 par value

2011 OCT -6 PM 4: 37
PA DEPT OF STATE

UPE-0016038

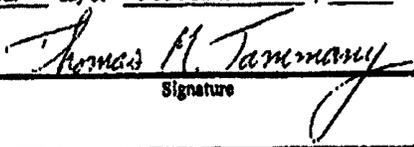
5. The name and address, including number and street, if any, of each incorporator (all incorporators must sign below:)

Name	Address
Thomas M. Tammany, Esquire	c/o Buchanan Ingersoll & Rooney PC 50 S. 16th Street, Suite 3200 Philadelphia, PA 19102-2555

6. This document will be effective when filed.

7. Additional provisions of the articles:

IN TESTIMONY WHEREOF, the incorporator(s)
has/have signed these Articles of Incorporation to be
signed by a duly authorized officer thereof this
6th day of OCTOBER, 2011.



Signature

Signature

EXHIBIT "A"

**ARTICLES OF INCORPORATION
of
LAKE ERIE MEDICAL GROUP, PC**

1. **Purpose.** The Corporation shall have unlimited power to engage in and to do any lawful act concerning any or all lawful business for which corporations may be formed under the Pennsylvania Business Corporation Law of 1988, as amended, including but not limited to, engaging in the business of rendering the same professional services to the public that a Doctor of Medicine or a Doctor of Osteopathy and any closely allied services are authorized to render by law. These professional services and closely allied services shall be rendered only through officers, employees, and agents who are duly licensed under the laws of the Commonwealth of Pennsylvania to practice the profession of medicine and closely allied services, unless otherwise authorized by the Pennsylvania Professional Corporation Act.

2. **Authorized Capital.** The aggregate number of shares of stock which the Corporation shall have authority to issue is one thousand (1,000) shares of capital stock, par value \$1.00 per share (hereinafter referred to as "Stock"). The Corporation shall issue shares of Stock only to those individuals who: (a) are licensed or otherwise legally authorized within the Commonwealth of Pennsylvania to render the same or closely allied professional services for which the Corporation is organized; and (b) have entered into a shareholder agreement with HMPG and the Corporation in a form approved by HMPG Inc. ("Shareholder Agreement").

The following is a statement of the designations, preferences, qualifications, limitations, restrictions and the special or relative rights granted to or imposed upon the Stock:

- (a) **Dividends.** Shareholders shall not be entitled to receive any dividends in respect of such shares of Stock.
- (b) **Distribution of Assets.** In the event of the voluntary or involuntary liquidation, dissolution or winding-up of the Corporation, the Corporation shall distribute any assets that otherwise would be available for distribution to its shareholders only as provided in Article 4 of these Articles of Incorporation.
- (c) **Appreciation.** The Stock shall be priced at One Dollar (\$1.00) per share, and, in the event of a disposition of shares of Stock, shareholders shall not be entitled to receive any appreciation in respect of such shares of Stock.

- (d) Voting Rights. Shareholders shall have the voting rights set forth in the Shareholder Agreement.
- (e) Merger, etc. In connection with any merger, consolidation, or recapitalization, shareholders may receive stock possessing the same voting and/or consent rights as they then hold in consideration for their shares; provided, however, that any stock that they receive in consideration for their shares would continue to have no economic rights, including no right to dividends or any distributions relating to the ownership of such stock.
- (f) Waiver of Preemptive Rights. No holder of any share of any class of capital Stock of the Corporation shall be entitled, by preemptive or other right, to subscribe for or otherwise to purchase any share of any class of capital Stock which the Corporation may issue. No share of any class of capital Stock of the Corporation shall be subject to any such preemptive or similar right.
3. Term. The Corporation shall exist perpetually.
4. Dissolution. In the event that the Corporation shall be dissolved or liquidated, the Board of Directors, after paying or making provision for payment of all of the known liabilities of the Corporation, may transfer or dispose of the Corporation's property and assets to HMPG or any affiliate thereof. No private individual shall share in the distribution of any Corporation assets upon dissolution or sale of the assets of the Corporation.
5. Amendments. The authority to make, alter and repeal the Articles of Incorporation or the Bylaws of the Corporation shall be as set forth in the Bylaws.

DIVIDER SHEET

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF STATE

NOVEMBER 23, 2011

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

PREMIER MEDICAL ASSOCIATES, P.C.

I, Carol Aichele, Secretary of the Commonwealth of Pennsylvania

do hereby certify that the foregoing and annexed is a true and correct

copy of

- 1 ARTICLES OF INCORPORATION filed on January 24, 1994
- 2 ARTICLES OF AMENDMENT-PROFESSIONAL filed on December 28, 1994
- 3 CHANGE OF REGISTERED OFFICE - Domestic filed on August 20, 2007
- 4 ARTICLES OF AMENDMENT-PROFESSIONAL filed on October 22, 2008

which appear of record in this department.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written.

Carol Aichele

Secretary of the Commonwealth

14:56:39 1994

Filed in Department of
State JAN 24 1994

2563627

Articles of Incorporation
of
ALLIANCE BLUE, INC.
a professional corporation

[Signature]
Secretary of State

1. The name of the corporation is Alliance Blue, Inc. The corporation is a professional corporation.

2. The address of the initial registered office of the corporation in Pennsylvania (which is located in Allegheny County) is:

120 Fifth Avenue
Pittsburgh, PA 15222

3. The corporation is incorporated under the Business Corporation Law of 1988, for the purpose of practicing the profession of medicine. The corporation shall have unlimited power to engage in and to do any lawful business for which corporations may be incorporated under the laws of the Commonwealth of Pennsylvania, provided that notwithstanding the foregoing the corporation shall not engage in any business other than practicing the profession of medicine except as may now or hereafter be permitted by Section 2922 or other applicable provisions of the Business Corporation Law of 1988 or other laws of the Commonwealth of Pennsylvania.

4. The aggregate number of shares that the corporation shall have authority to issue is 10,000 shares, of which 100 shares shall be common stock. The board of directors shall have the full authority permitted by law to divide the remaining authorized and unissued shares into classes or series, or both, and to determine for any such class or series its designation and the number of shares of the class or series and the voting rights, preferences, limitations and special rights, if any, of the shares of the class or series.

No shares in the corporation may be beneficially owned, directly or indirectly, by any person other than a natural person who is duly licensed or admitted to practice the profession of medicine by a court, department, board, commission or other agency of the Commonwealth of Pennsylvania, except as may now or hereafter be permitted by Section 2923 or other applicable provisions of the Business Corporation Law of 1988 or other laws of the Commonwealth of Pennsylvania. Any issuance or transfer of shares in violation of this restriction shall be void.

JAN 24 94

Certification#: 997036 Dept of State

5. A director shall not be personally liable, as such, for monetary damages for any action taken, or any failure to take any action, unless:

(i) the director has breached or failed to perform the duties of his or her office under 15 Pa.C.S. Subch. 17B; and

(ii) the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.

This article shall not apply to:

(i) the responsibility or liability of a director pursuant to any criminal statute,

(ii) the liability of a director for the payment of taxes pursuant to Federal, state or local law, or

(iii) the responsibilities or liabilities of a director referred to in Section 2925 of the Business Corporation Law of 1988, as said Section exists on the date of these articles of incorporation or as said Section may thereafter be amended from time to time.

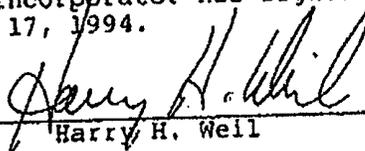
Any repeal, modification or amendment of this article shall be prospective only and shall not affect any rights of a director then existing.

6. These articles of incorporation may be amended in the manner prescribed at the time by statute, and all rights conferred upon shareholders herein are granted subject to this reservation.

7. The name and address of the incorporator are:

Harry H. Weil
435 Sixth Avenue
Pittsburgh, PA 15219

IN TESTIMONY WHEREOF, the incorporator has signed these Articles of Incorporation on January 17, 1994.


Harry H. Weil

686769

CONSENT TO APPROPRIATION OF NAME

Pursuant to 19 Pa. Code § 17.2 (relating to appropriation of the name of a senior corporation) the undersigned association, desiring to consent to the appropriation of its name by another association, hereby certifies that:

1. The name of the association executing this Consent of Appropriation of Name is: _____
Premier Medical Associates, P.C.

2. The (a) address of this association's current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) 400 Penn Center Boulevard, Suite 810, Pittsburgh, PA 15235 Allegheny
Number and Street City State Zip County

(b) c/o: n/a _____
Name of Commercial Registered Office Provider County

For an association represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the association is located for venue and official publication purposes.

3. The date of its incorporation or other organization is: July 6, 1979

4. The statute under which it was incorporated or otherwise organized is: The General Association Act of 1988, Act of December 21, 1988 (P.L. 1444, No. 177), as amended.

5. The association is (check one):

- About to change its name.
- About to cease to do business.
- Being wound up.
- About to withdraw from doing business in this Commonwealth.

6. The association(s) entitled to the benefit of this Consent to Appropriation of Name is (are): _____
Alliance Blue, Inc.

IN TESTIMONY WHEREOF, the undersigned association has caused this consent to be signed by a duly authorized officer thereof this 30th day of December, 19 94.

Premier Medical Associates, P.C.
BY: Michael A. Schlossberg
(Signature)
Michael A. Schlossberg
TITLE: President

701 100

Microlfilm Number _____

Entity Number 2563627

Filed with the Department of State on DEC 28 1994
Robert M. Adam
Secretary of the Commonwealth JD

ARTICLES OF AMENDMENT-DOMESTIC BUSINESS CORPORATION
DSCB:15-1916 (Rev 90)

In compliance with the requirements of 15 Pa.C.S. § 1916 (relating to articles of amendment), the undersigned business corporation, desiring to amend its Articles, hereby states that:

1. The name of the corporation is: Alliance Blue, Inc.

2. The (a) address of this corporation's current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) 120 Fifth Avenue Pittsburgh PA 15222 Allegheny
Number and Street City State Zip County

(b) c/o: _____
Name of Commercial Registered Office Provider County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

3. The statute by or under which it was incorporated is: Business Corporation Law of 1988

4. The date of its incorporation is: January 26, 1994

5. (Check, and if appropriate complete, one of the following):
____ The amendment shall be effective upon filing these Articles of Amendment in the Department of State.
____ The amendment shall be effective on: January 1, 1995 at 12:01 a.m.
Date Hour

6. (Check one of the following):
 The amendment was adopted by the shareholders (or members) pursuant to 15 Pa.C.S. § 1914(a) and (b).
____ The amendment was adopted by the board of directors pursuant to 15 Pa.C.S. § 1914(c).

7. (Check, and if appropriate complete, one of the following):
____ The amendment adopted by the corporation, set forth in full, is as follows:

The amendment adopted by the corporation as set forth in full in Exhibit A attached hereto and made a part hereof.

DEC 28 94

9481-1505

OCSB:15-1915 (Rev 90)-2

8. (Check if the amendment restates the Articles):

The restated Articles of Incorporation supersede the original Articles and all amendments thereto.

IN TESTIMONY WHEREOF, the undersigned corporation has caused these Articles of Amendment to be signed by a duly authorized officer thereof this 20th day of December, 1994.

Alliance Blue, Inc.
(Name of Corporation)
BY: [Signature]
(Signature)
TITLE: President

EXHIBIT A

Amended and Restated
Articles of Incorporation
of
PREMIER MEDICAL ASSOCIATES, P.C.
a professional corporation

1. The name of the corporation is Premier Medical Associates, P.C. The corporation is a professional corporation.
2. The address of the registered office of the corporation in Pennsylvania (which is located in Allegheny County) is:

400 Penn Center Boulevard
Pittsburgh, PA 15235
3. The corporation is incorporated under the Business Corporation Law of 1988, for the purpose of practicing the profession of medicine. The corporation shall have unlimited power to engage in and to do any lawful business for which corporations may be incorporated under the laws of the Commonwealth of Pennsylvania, provided that notwithstanding the foregoing the corporation shall not engage in any business other than practicing the profession of medicine except as may now or hereafter be permitted by Section 2922 or other applicable provisions of the Business Corporation Law of 1988 or other laws of the Commonwealth of Pennsylvania.
4. The aggregate number of shares that the corporation shall have authority to issue is 100,000 shares, of which 50,000 shares shall be Class A stock and 1,000 shares shall be Class B stock. The board of directors shall have the full authority permitted by law to divide the remaining authorized and unissued shares into classes or series, or both, and to determine for any such class or series its designation and the number of shares of the class or series and the voting rights, preferences, limitations and special rights, if any, of the shares of the class or series.

Effective January 1, 1995, each outstanding share of the corporation's common stock shall automatically be converted into ten shares of the corporation's Class B stock.

In the event of any liquidation, dissolution or winding up of the corporation, whether voluntary or involuntary, the holders of the Series B Stock shall be entitled to receive out of the assets of the corporation, before any

9481:1500

distribution or payment shall be made to the holders of the Series A stock or any junior stock, an amount in cash or property having a value equal to 95% of the fair market value of all the assets of the corporation at the time of such liquidation, dissolution or winding up. After the distribution to the holders of the Series B stock as aforesaid, the remainder of the corporation's assets shall be distributed among the holders of the Class A stock and any junior stock. For the purposes of this paragraph 4, a consolidation or merger of the corporation with or into any other corporation shall not be deemed, as such, to constitute a liquidation, dissolution or winding up of the corporation, but any reorganization of the corporation required by any court or administrative body in order to comply with any provision of law shall be deemed to be an involuntary liquidation, dissolution or winding up of the corporation unless the rights and preferences of the Series B Stock are not adversely affected by such reorganization.

At the time of their election, the directors of the corporation shall be classified as Class A directors or as Class B directors. Upon the death, resignation or removal of any director, the successor to such director shall be designated a director of the same Class as the director who died, resigned or was removed. Only the Class A stock shall be entitled to vote in the election of Class A directors, and only the Class B stock shall be entitled to vote in the election of Class B directors.

In all other respects the rights of the holders of the Class A stock and the Class B stock shall be equal.

The bylaws of the corporation may contain any provision, relating to the shareholders, Board of Directors or otherwise, not inconsistent with these articles of incorporation.

No shares in the corporation may be beneficially owned, directly or indirectly, by any person other than a natural person who is duly licensed or admitted to practice the profession of medicine by a court, department, board, commission or other agency of the Commonwealth of Pennsylvania, except as may now or hereafter be permitted by Section 2923 or other applicable provisions of the Business Corporation Law of 1988 or other laws of the Commonwealth of Pennsylvania. Any issuance or transfer of shares in violation of this restriction shall be void.

9926361-1

5.

A director shall not be personally liable, as such, for monetary damages for any action taken, or any failure to take any action, unless:

(i) the director has breached or failed to perform the duties of his or her office under 15 Pa.C.S. Subch. 17B; and

(ii) the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.

This article shall not apply to:

(i) the responsibility or liability of a director pursuant to any criminal statute,

(ii) the liability of a director for the payment of taxes pursuant to Federal, state or local law, or

(iii) the responsibilities or liabilities of a director referred to in Section 2925 of the Business Corporation Law of 1988, as said Section exists on the date of these articles of incorporation or as said Section may thereafter be amended from time to time.

Any repeal, modification or amendment of this article shall be prospective only and shall not affect any rights of a director then existing.

6.

These articles of incorporation may be amended in the manner prescribed at the time by statute, and all rights conferred upon shareholders herein are granted subject to this reservation.

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Statement of Change of Registered Office (15 Pa.C.S.)

Entity Number
2563627

- Domestic Business Corporation (§ 1507)
- Foreign Business Corporation (§ 4144)
- Domestic Nonprofit Corporation (§ 5507)
- Foreign Nonprofit Corporation (§ 6144)
- Domestic Limited Partnership (§ 8506)

Name
Bileen R. Jordan c/o Houston Harbaugh, P.C.

Address
401 Liberty Avenue, 2200 Three Gateway Center

City	State	Zip Code
Pittsburgh	Pennsylvania	15222

Document will be returned to the name and address you enter to the left.

Fee: \$70

Commonwealth of Pennsylvania
DOMESTIC - CHANGE OF REGISTERED OFFICE 2 Page(s)



In compliance with the requirements of the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations), the undersigned corporation or limited partnership, desiring to effect a change of registered office, hereby states that:

1. The name is:
Premier Medical Associates, P.C.

2. The (a) address of its initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) Number and Street	City	State	Zip	County
400 Penn Center Boulevard	Pittsburgh	Pennsylvania	15232	Allegheny

(b) Name of Commercial Registered Office Provider
c/o: _____ County

3. Complete part (a) or (b):

(a) The address to which the registered office of the corporation or limited partnership in this Commonwealth is to be changed is:

Number and Street	City	State	Zip	County
3824 Northern Pike, Suite 200	Monroeville	Pennsylvania	15146	Allegheny

(b) The registered office of the corporation or limited partnership shall be provided by:

c/o: _____ County

Name of Commercial Registered Office Provider

PA DEPT OF STATE 2/2007 (PAGE 2 OF 2)

AUG 20 2007

4. *Strike out if a limited partnership:*

Such change was authorized by the Board of Directors of the corporation.

IN TESTIMONY WHEREOF, the undersigned has caused this Application for Registration to be signed by a duly authorized officer thereof this

14 day of AUGUST, 2007.

PREMIER MEDICAL ASSOCIATES, P.C.

Name of Corporation

James S. Morrow, M.D.

Signature

President

Title

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Articles of Amendment-Domestic Corporation
(15 Pa.C.S.)

Entity Number
2563627

Business Corporation (§ 1915)
 Nonprofit Corporation (§ 5915)

PENNCORP SERVICEGROUP, INC.
600 NORTH SECOND STREET
PO BOX 1210
HARRISBURG, PA 17108-1210
38624

Document will be returned to the
name and address you enter in
the left.

Fee: \$70

Commonwealth of Pennsylvania
ARTICLES OF AMENDMENT-BUSINESS 5 Page(s)



In compliance with the requirements of the applicable provisions (relating to articles of amendment), the undersigned,
desiring to amend its articles, hereby states that:

1. The name of the corporation is:
Premier Medical Associates, P.C.

2. The (a) address of this corporation's current registered office in this Commonwealth or (b) name of its
commercial registered office provider and the county of venue is (the Department is hereby authorized to
correct the following information to conform to the records of the Department):

(a) Number and Street	City	State	Zip	County
3824 Northern Pike, Suite 200	Moureeville	Pennsylvania	15146	Allegheny

(b) Name of Commercial Registered Office Provider
c/o _____ County _____

3. The statute by or under which it was incorporated: Pennsylvania Business Corporation Law of 1988

4. The date of its incorporation: January 24, 1994

5. Check, and if appropriate complete, one of the following:

The amendment shall be effective upon filing (these Articles of Amendment in the Department of State.

The amendment shall be effective on: _____ at _____
Certification#: 2008001 Page 1 of 4 Date Hour

6. Check one of the following:

The amendment was adopted by the shareholders or members pursuant to 15 Pa.C.S. § 1914(a) and (b) or § 5914(a).

The amendment was adopted by the board of directors pursuant to 15 Pa. C.S. § 1914(c) or § 5914(b).

7. Check, and if appropriate, complete one of the following:

The amendment adopted by the corporation, set forth in full, is as follows

The amendment adopted by the corporation is set forth in full in Exhibit A attached hereto and made a part hereof.

8. Check if the amendment restates the Articles:

The restated Articles of Incorporation supersede the original articles and all amendments thereto.

IN TESTIMONY WHEREOF, the undersigned corporation has caused these Articles of Amendment to be signed by a duly authorized officer thereof this

7th day of OCTOBER 2008

PREMIER MEDICAL ASSOCIATES, P.C.

Name of Corporation

James S. [Signature]

Signature

President

Title

Exhibit A

Amended and Restated
Articles of Incorporation
of
PREMIER MEDICAL ASSOCIATES, P.C.
a professional corporation

1. The name of the corporation is Premier Medical Associates, P.C. The corporation is a professional corporation.
2. The address of the registered office of the corporation in Pennsylvania (which is located in Allegheny County) is:

3824 Northern Pike, Suite 200
Monroeville, Pennsylvania 15146
3. The corporation is incorporated under the Business Corporation Law of 1988, for the purpose of practicing the profession of medicine. The corporation shall have unlimited power to engage in and to do any lawful business for which corporations may be incorporated under the laws of the Commonwealth of Pennsylvania, provided that notwithstanding the foregoing the corporation shall not engage in any business other than practicing the profession of medicine except as may now or hereafter be permitted by Section 2922 or other applicable provisions of the Business Corporation Law of 1988 or other laws of the Commonwealth of Pennsylvania.
4. The aggregate number of shares that the corporation shall have authority to issue is 100,000 shares of common stock.

Effective upon the filing of these articles of incorporation by the Pennsylvania Department of State, each outstanding share of the corporation's stock shall automatically be converted into a share of the corporation's common stock, without the necessity of surrendering or exchanging any share certificates.

The shareholders of the corporation shall not be entitled to cumulative voting rights with respect to the election of directors.

The bylaws of the corporation may contain any provision, relating to the shareholders, Board of Directors or otherwise, not inconsistent with these articles of incorporation.

No shares in the corporation may be beneficially owned, directly or indirectly, by any person other than a natural person who is duly licensed or admitted to practice the profession of medicine by a court, department, board, commission or other agency of the Commonwealth of Pennsylvania, except as may now or hereafter be permitted by Section 2923 or other applicable provisions of the Business Corporation Law of 1988 or other laws of the Commonwealth of Pennsylvania. Any issuance or transfer of shares in violation of this restriction shall be void.

5. A director shall not be personally liable, as such, for monetary damages for any action taken, or any failure to take any action, unless:

(i) the director has breached or failed to perform the duties of his or her office under 15 Pa.C.S. Subch. 17B; and

(ii) the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.

This article shall not apply to:

(i) the responsibility or liability of a director pursuant to any criminal statute,

(ii) the liability of a director for the payment of taxes pursuant to Federal, state or local law, or

(iii) the responsibilities or liabilities of a director referred to in Section 2925 of the Business Corporation Law of 1988, as said Section exists on the date of these articles of incorporation or as said Section may thereafter be amended from time to time.

Any repeal, modification or amendment of this article shall be prospective only and shall not affect any rights of a director then existing.

6. These articles of incorporation may be amended in the manner prescribed at the time by statute, and all rights conferred upon shareholders herein are granted subject to this reservation.

DIVIDER SHEET

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Certificate of Organization
Domestic Limited Liability Company
(15 Pa.C.S. § 8913)

Name			
CT COUNTER			
Address			
City State Zip Code			
8294344-SOPA1			

Document will be returned to the name and address you enter to the left.

COPY

Fee: \$125

In compliance with the requirements of 15 Pa.C.S. § 8913 (relating to certificate of organization), the undersigned desiring to organize a limited liability company, hereby certifies that:

1. The name of the limited liability company (designator is required, i.e., "company", "limited" or "limited liability company" or abbreviation):
TRINITY SUPPLY CHAIN SERVICES LLC

2. The (a) address of the limited liability company's initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) Number and Street	City	State	Zip	County
120 Fifth Avenue Place	Pittsburgh	PA	15222	Allegheny
(b) Name of Commercial Registered Office Provider				County
c/o:				

3. The name and address, including street and number, if any, of each organizer is (all organizers must sign on page 2):

Name	Address
Robert Ramsay III, Esquire	Buchanan Ingersoll & Rooney PC
	One Oxford Centre, 20th Floor, 301 Grant Street
	Pittsburgh, PA 15219-1410

2011 NOV -4 PM 4: 15
PA. DEPT. OF STATE

4. *Strike out if inapplicable term*
A member's interest in the company is to be evidenced by a certificate of membership interest.

5. *Strike out if inapplicable:*
Management of the company is vested in a manager or managers.

6. The specified effective date, if any is: _____
month date year hour, if any

7. *Strike out if inapplicable:* ~~The company is a restricted professional company organized or under the following restricted professional certificate(s):~~

8. For additional provisions of the certificate, if any, attach an 8 1/2 x 11 sheet.

IN TESTIMONY WHEREOF, the organizer(s) has (have)
signed this Certificate of Organization this
4th day of November, 2011.



Signature
Robert Ramsey, III, Esquire - Organizer

Signature

Signature

Docketing Statement DSCB:15-134A (Rev 2001)
 Departments of State and Revenue

One (1) copy required

BUREAU USE ONLY:
 Dept. of State Entity # _____
 Dept. of Rev. Box # _____
 Filing Period _____ Date 3 4 5 _____
 SIC/NAICS _____ Report Code _____

Check proper box:

Pennsylvania Entities

business stock
 business non-stock
 professional
 nonprofit stock
 nonprofit non-stock
 statutory close
 management
 cooperative
 insurance
 limited liability company
 restricted professional
 limited liability company
 business trust

Foreign Entities

State/Country _____ Date _____

business
 nonprofit
 limited liability company
 restricted professional
 limited liability company
 business trust

Other

domestication
 division
 consolidation

1. Entity Name:
 Trinity Supply Chain Services LLC

2. Individual name and mailing address responsible for initial tax reports:

Todd Vanerstrom	120 Fifth Avenue Place	Pittsburgh	PA	15222
Name	Number and street	City	State	Zip

3. Description of business activity:
 Group purchasing organization

4. Specified effective date, if any:

 month/day/year hour, if any

5. EIN (Employer Identification Number), if any:

6. Fiscal Year End:
 December

7. Fictitious Name (only if foreign corporation is transacting business in PA under a fictitious name):

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Certificate of Amendment-Domestic
(15 Pa.C.S.)

- Limited Partnership (§ 8512)
 Limited Liability Company (§ 8951)

Name	CT COUNTER		
Address			
City	8427342	State	PA
		Zip Code	1

Commonwealth of Pennsylvania
LIMITED LIABILITY AMENDMENT 3 Page(s)



Fee: \$70

In compliance with the requirements of the applicable provisions (relating to certificate of amendment), the undersigned, desiring to amend its Certificate of Limited Partnership/Organization, hereby certifies that:

1. The name of the limited partnership/limited liability company is:
Trinity Supply Chain Services LLC

2. The date of filing of the original Certificate of Limited Partnership/Organization: November 4, 2011

3. Check, and if appropriate complete, one of the following:

The amendment adopted by the limited partnership/limited liability company, set forth in full, is as follows:
The name of the limited liability company: Protoco PPI LLC

Item 4: A member's interest in the company shall not be evidenced by a certificate of membership interest.

The amendment adopted by the limited partnership/limited liability company is set forth in full in Exhibit A attached hereto and made a part hereof.

4. Check, and if appropriate complete, one of the following:

The amendment shall be effective upon filing this Certificate of Amendment in the Department of State.

The amendment shall be effective on: _____ at _____
Date Hour

5. Check if the amendment restates the Certificate of Limited Partnership/Organization:

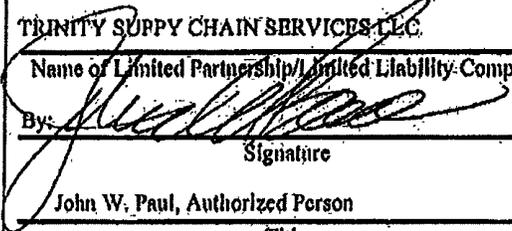
The restated Certificate of Limited Partnership/Organization supersedes the original Certificate of Limited Partnership/Organization and all previous amendments thereto.

IN TESTIMONY WHEREOF, the undersigned limited partnership/limited liability company has caused this Certificate of Amendment to be executed this

26th day of March, 2012.

TRINITY SUPPLY CHAIN SERVICES LLC

Name of Limited Partnership/Limited Liability Company

By: 

Signature

John W. Paul, Authorized Person

Title

DIVIDER SHEET

Entity #: 4096149
Date Filed: 03/21/2012
Carol Alchele
Secretary of the Commonwealth

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Entity Number

Certificate of Organization
Domestic Limited Liability Company
(15 Pa.C.S. § 8913)

Name

Address

City

State

Zip Code

CT - COUNTER

842666 50 PA 1

Document will be returned to the
name and address you enter to
the left.

←

Fee: \$125

Commonwealth of Pennsylvania
Certificate of Organization 3 Page(s)



T1208247145

In compliance with the requirements of 15 Pa.C.S. § 8913 (relating to certificate of organization), the undersigned, desiring to organize a limited liability company, hereby states that:

1. The name of the limited liability company (designator is required, i.e., "company", "limited" or "limited liability company" or abbreviation):
PROTOCO SUPPLY CHAIN SERVICES LLC

2. The (a) address of the limited liability company's initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) Number and Street	City	State	Zip	County
120 Fifth Avenue Place	Pittsburgh	PA	15222	Allegheny

(b) Name of Commercial Registered Office Provider

County

3. The name and address, including street and number, if any, of each organizer (all organizers must sign on page 2):

Name	Address
Robert Ramsey, III, Esquire	c/o Buchanan Ingersoll & Rooney PC One Oxford Centre, 20 th Floor 301 Grant Street Pittsburgh, PA 15219-1410

2012 MAR 21 PM 4: 27
PA DEPT OF STATE

UPE-0016062

4. The company is to have perpetual existence.

5. Management of the company is vested in one or more Managers.

6. A member's interest in the company will not be evidenced by a certificate of membership interest.

7. This Certificate of Organization and the operating agreement of the company may be amended in the manner prescribed at the time by statute, and all rights of members of the limited liability company conferred on them in this Certificate of Organization or the operating agreement of the company are granted subject to this reservation.

8. This Certificate of Organization shall be effective when filed.

IN TESTIMONY WHEREOF, the organizer has
signed this Certificate of Organization this
21st day of March, 2012.

Robert Ramsey, III, Esquire, Organizer


Signature

DIVIDER SHEET

**PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU**

**Certificate of Organization
Domestic Limited Liability Company
(15 Pa.C.S. § 8913)**

Entity Number

Name **CT-COUNTER**

Address _____

City 8426525-SOPA1 State _____ Zip Code _____

Commonwealth of Pennsylvania
CERTIFICATE OF ORGANIZATION 2 Page(s)



T1208811082

Fee: \$125

Filed in the Department of State on _____

Secretary of Commonwealth

In compliance with the requirements of 15 Pa.C.S. § 8913 (relating to certificate of organization), the undersigned, desiring to organize a limited liability company, hereby states that:

1. The name of the limited liability company (designator is required, i.e., "company", "limited" or "limited liability company" or abbreviation):
HMPG PHARMACY LLC

2. The (a) address of the limited liability company's initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) Number and Street	City	State	Zip	County
<u>120 Fifth Avenue Place</u>	<u>Pittsburgh</u>	<u>PA</u>	<u>15222</u>	<u>Allegheny</u>

(b) Name of Commercial Registered Office Provider _____ County _____

3. The name and address, including street and number, if any, of each organizer (all organizers must sign on page 2):

Name	Address
<u>Robert Ramsey, III, Esquire</u>	<u>c/o Buchanan Ingersoll & Rooney PC</u> <u>One Oxford Centre, 20th Floor</u> <u>301 Grant Street</u> <u>Pittsburgh, PA 15219-1410</u>

2012 MAR 26 PM 4: 36
PA DEPT OF STATE

4. The company is to have perpetual existence.

5. Management of the company is vested in one or more Managers.

6. A member's interest in the company will not be evidenced by a certificate of membership interest.

7. This Certificate of Organization and the operating agreement of the company may be amended in the manner prescribed at the time by statute, and all rights of members of the limited liability company conferred on them in this Certificate of Organization or the operating agreement of the company are granted subject to this reservation.

8. This Certificate of Organization shall be effective when filed.

IN TESTIMONY WHEREOF, the organizer has
signed this Certificate of Organization this
26th day of March, 2012.

Robert Ramsey, III, Esquire, Organizer

Robert B Ramsey III

Signature

DIVIDER SHEET

Entity #: 4088855
Date Filed: 11/10/2011
Carol Alchele
Secretary of the Commonwealth

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Certificate of Organization
Domestic Limited Liability Company
(15 Pa.C.S. § 8913)

Name	CT - COUNTER		
Address	CT - COUNTER		
City	State	Zip Code	
8399567	SO PA		

Document will be returned to the name and address you enter to the left.

Commonwealth of Pennsylvania
CERTIFICATE OF ORGANIZATION 3 Page(s)



T1131841009

Fee: \$125

In compliance with the requirements of 15 Pa.C.S. § 8913 (relating to certificate of organization), the undersigned desiring to organize a limited liability company, hereby certifies that:

1. The name of the limited liability company (designator is required, i.e., "company", "limited" or "limited liability company" or abbreviation):
PROMEDIX LLC

2. The (a) address of the limited liability company's initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) Number and Street	City	State	Zip	County
120 Fifth Avenue Place	Pittsburgh	PA	15222	Allegheny

(b) Name of Commercial Registered Office Provider
c/o: County

3. The name and address, including street and number, if any, of each organizer is (all organizers must sign on page 2):

Name	Address
Robert Ramsay, III, Esquire	Buchanan Ingersoll & Rooney PC

One Oxford Centre, 20th Floor, 301 Grant Street

Pittsburgh, PA 15219-1410

PA021 - 10/10/08 CT System Output

2011 NOV 10 PM 3: 56

PA DEPT OF STATE

UPE-0016066

4. *Strike out if inapplicable term*
A member's interest in the company is to be evidenced by a certificate of membership interest.

5. *Strike out if inapplicable:*
~~Management of the company is vested in a manager or managers.~~

6. The specified effective date, if any is: _____
month date year hour, if any

7. *Strike out if inapplicable: The company is a restricted professional company organized to render the full range of restricted professional services):*

8. For additional provisions of the certificate, if any, attach an 8 1/2 x 11 sheet.

IN TESTIMONY WHEREOF, the organizer(s) has (have)
signed this Certificate of Organization this
10th day of November, 2011.



Signature
Robert Ramsey, III, Esquire - Organizer

Signature

Signature

DIVIDER SHEET

••

Entity #: 4086507
Date Filed: 11/09/2011
Carol Alchale
Secretary of the Commonwealth

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Certificate of Organization
Domestic Limited Liability Company
(15 Pa.C.S. § 8913)

Name	CT - COUNTEK			
Address	CT - COUNTEK			
City	State	Zip Code		
8397799	SO PA	1		

Commonwealth of Pennsylvania
CERTIFICATE OF ORGANIZATION 3 Page(s)



Fee: \$125

In compliance with the requirements of 15 Pa.C.S. § 8913 (relating to certificate of organization), the undersigned desiring to organize a limited liability company, hereby certifies that:

1. The name of the limited liability company (designator is required, i.e., "company", "limited" or "limited liability company" or abbreviation):
IMPG PROPERTIES NORTH LLC

2. The (a) address of the limited liability company's initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) Number and Street	City	State	Zip	County
120 Fifth Avenue Place	Pittsburgh	PA	15222	Allegheny

(b) Name of Commercial Registered Office Provider
c/o: _____ County _____

3. The name and address, including street and number, if any, of each organizer is (all organizers must sign on page 2):

Name	Address
JASON A. D'AMICO, Esquire	Buchanan Ingersoll & Rooney PC One Oxford Centre, 20th Floor, 301 Grant Street Pittsburgh, PA 15219-1410

PA892 - 10/10/06 C: F System Online

2011 NOV -9 PM 12: 45
PA DEPT OF STATE

DIVIDER SHEET

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Certificate of Organization
Domestic Limited Liability Company
(15 Pa.C.S. § 8913)

Name	Severin A. Russo, Esquire		
Address	20421 Route 19, Suite 115		
City	State	Zip Code	
Cranberry Township, PA	PA	16066	

Document will be returned to the name and address you enter to the left.

Commonwealth of Pennsylvania
CERTIFICATE OF ORGANIZATION 3 Page(s)



Fee: \$125

In compliance with the requirements of 15 Pa.C.S. § 8913 (relating to certificate of organization), the undersigned desiring to organize a limited liability company, hereby certifies that:

1. The name of the limited liability company (designator is required, i.e., "company", "limited" or "limited liability company" or abbreviation):
Principo Advisors, LLC

2. The (a) address of the limited liability company's initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) Number and Street	City	State	Zip	County
20421 Route 19, Suite 115	Cranberry Township	PA	16066	Butler
(b) Name of Commercial Registered Office Provider				County
n/a				

3. The name and address, including street and number, if any, of each organizer is (all organizers must sign on page 2):

Name	Address
Severin A. Russo	20421 Route 19, Suite 115, Cranberry Township, PA 16066

2011 NOV 28 PM 12:41

PA. DEPT. OF STATE

RECEIVED TIME NOV. 28. 12:12PM

DSCB:15-8913-2

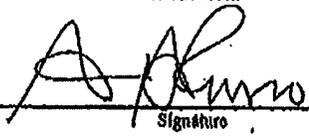
4. *Strike out if inapplicable term*
A member's interest in the company is to be evidenced by a certificate of membership interest.

5. *Strike out if inapplicable:*
Management of the company is vested in a manager or managers.

6. The specified effective date, if any is: Nov. 28, 2011
month date year hour, if any

7. *Strike out if inapplicable:* The company is a restricted professional company organized to render the following restricted professional service(s):
~~_____~~
~~_____~~
~~_____~~

8. For additional provisions of the certificate, if any, attach an 8 1/2 x 11 sheet.

IN TESTIMONY WHEREOF, the organizer(s) has (have)
signed this Certificate of Organization this
28th day of Nov, 2011.


Signature

Signature

Signature

RECEIVED TIME NOV. 28. 12:12PM

DIVIDER SHEET

Entity #: 4094508
Date Filed: 03/14/2012
Carol Alchele
Secretary of the Commonwealth

CT - COUNTER

8415805-S0 PA1

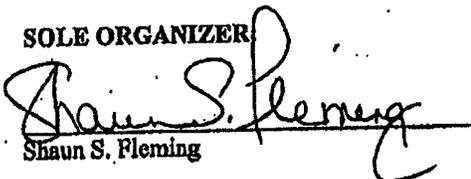
CERTIFICATE OF ORGANIZATION OF OSIRIS PROPERTIES, LLC

In compliance with the requirements of 15 Pa.C.S. §8913 (relating to certificate of organization), the undersigned desiring to organize a limited liability company hereby certifies that:

1. The name of the limited liability company is: Osiris Properties, LLC
2. The address of the registered office of the limited liability company in Pennsylvania is: 120 Fifth Avenue Place, Pittsburgh, PA 15222 (Allegheny County).
3. The Company shall have perpetual existence.
4. This certificate of organization and the operating agreement may be amended in the manner prescribed at the time by statute, and all rights of members of the limited liability company conferred on them in this certificate of organization or otherwise are subject to this reservation.
5. The name and address of the organizer are:

Shaun S. Fleming
Buchanan Ingersoll & Rooney PC
One Oxford Centre - 20th Floor
301 Grant Street
Pittsburgh, Pennsylvania 15219-1410

IN WITNESS WHEREOF, the undersigned has executed this certificate of organization as the organizer of the limited liability company as of the 13th day of March, 2012.

SOLE ORGANIZER

Shaun S. Fleming

Commonwealth of Pennsylvania
CERTIFICATE OF ORGANIZATION 2 Page(s)



#8389028-v1

2012 MAR 14 PM 12:44
PA DEPT OF STATE

DIVIDER SHEET

**PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU**

**Certificate of Organization
Domestic Limited Liability Company
(15 Pa.C.S. § 8913)**

Name		
Severin A. Russo, Esquire		
Address		
20421 Route 19, Suite 115		
City	State	Zip Code
Cranberry Township, PA		16066

Commonwealth of Pennsylvania
CERTIFICATE OF ORGANIZATION 3 Page(s)



Fee: \$125

In compliance with the requirements of 15 Pa.C.S. § 8913 (relating to certificate of organization), the undersigned desiring to organize a limited liability company, hereby certifies that:

1. The name of the limited liability company (*designator is required, i.e., "company", "limited" or "limited liability company" or abbreviation*):
Optimus 28 Management, LLC

2. The (a) address of the limited liability company's initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) Number and Street	City	State	Zip	County
20421 Route 19, Suite 115, Cranberry Township	PA	16066	Butler	
(b) Name of Commercial Registered Office Provider				County
c/o:				

3. The name and address, including street and number, if any, of each organizer is (*all organizers must sign on page 2*):

Name	Address
Severin A. Russo, Esquire	20421 Route 19, Suite 115, Cranberry Township, PA, 16066

2011 JUN -9 PH 1:06

RECEIVED TIME JUN. 9. 12:58PM PA. DEPT. OF STATE

DSCB:15-8913-2

4. *Strike out if inapplicable term.*
A member's interest in the company is to be evidenced by a certificate of membership interest.

5. *Strike out if inapplicable:*
Management of the company is vested in a manager or managers.

6. The specified effective date, if any is: June 9, 2011
month date year hour, if any

7. ~~*Strike out if inapplicable:* The company is a restricted professional company organized to render the following restricted professional service(s)~~

8. For additional provisions of the certificate, if any, attach an 8 1/2 x 11 sheet.

IN TESTIMONY WHEREOF, the organizer(s) has (have)
signed this Certificate of Organization this
9th day of June, 2011.


Signature

Signature

Signature

RECEIVED TIME JUN. 9. 12:58PM

DIVIDER SHEET

**PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU**

**Certificate of Organization
Domestic Limited Liability Company
(15 Pa.C.S. § 8913)**

Name Soverin A. Russo, Esquire		
Address 20421 Route 19, Suite 115		
City Cranberry Township, PA	State PA	Zip Code 16066

Document will be returned to the name and address you enter to the left.



Commonwealth of Pennsylvania
CERTIFICATE OF ORGANIZATION 3 Page(s)



T1212260115

Fee: \$125

In compliance with the requirements of 15 Pa.C.S. § 8913 (relating to certificate of organization), the undersigned desiring to organize a limited liability company, hereby certifies that:

1. The name of the limited liability company (designator is required, i.e., "company", "limited" or "limited liability company" or abbreviation): Platinum Advisors, LLC
--

2. The (a) address of the limited liability company's initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:				
(a) Number and Street 20421 Route 19, Suite 115, Cranberry Township	City PA	State PA	Zip 16066	County Butler
(b) Name of Commercial Registered Office Provider c/o:				County

3. The name and address, including street and number, if any, of each organizer is (all organizers must sign on page 2):	
Name Soverin A. Russo	Address 20421 Route 19, Suite 115, Cranberry Township, PA 16066

2012 APR 27 PM 12:50

PA. DEPT. OF STATE

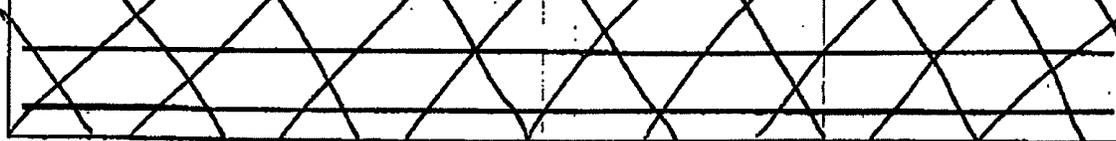
DSCB:15-8913-2

4. *Strike out if inapplicable term*
A member's interest in the company is to be evidenced by a certificate of membership interest.

5. *Strike out if inapplicable:*
Management of the company is vested in a manager or managers.

6. The specified effective date, if any is: Upon Filing
month date year hour, if any

7. *Strike out if inapplicable:* The company is a restricted professional company organized to render the following restricted professional service(s):



8. For additional provisions of the certificate, if any, attach an 8 1/2 x 11 sheet.

IN TESTIMONY WHEREOF, the organizer(s) has (have) signed this Certificate of Organization this

26th day of April 2012

Signature

Signature

Signature

DIVIDER SHEET

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Entity Number

Certificate of Organization
Domestic Limited Liability Company
(15 Pa.C.S. § 8913)

Name

Carl F. Stalger, Esquire

Address

c/o Esquire Assist -- Counter Pickup

City

State

Zip Code

Document will be returned to the
name and address you enter to
the left.

←

Commonwealth of Pennsylvania
CERTIFICATE OF ORGANIZATION 3 Page(s)



T1015385051

In compliance with the requirements of 15 Pa.C.S. § 8913 (relating to certificate of organization), the undersigned desiring to organize a limited liability company, hereby certifies that:

1. The name of the limited liability company (*designator is required, i.e., "company", "limited" or "limited liability company" or abbreviation*):
SILVER RAIN MANAGEMENT, LLC

2. The (a) address of the limited liability company's initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) Number and Street	City	State	Zip	County
460 Washington Road	Washington	Pennsylvania	15301	Washington

(b) Name of Commercial Registered Office Provider	County
c/o: N/A	

3. The name and address, including street and number, if any, of each organizer is (*all organizers must sign on page 2*):

Name	Address
Harry M. Rubenstein	1751 Earl Core Road
Morgantown, WV 26505	

39899.1

2010 JUN -1 PM 4:47
PA. DEPT. OF STATE

UPE-0016077

4. ~~Strike out if inapplicable term~~
~~A member's interest in the company is to be evidenced by a certificate of membership interest.~~

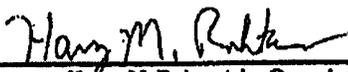
5. ~~Strike out if inapplicable:~~
~~Management of the company is vested in a manager or managers.~~

6. The specified effective date, if any is: Upon Filing
month date year hour, if any

7. ~~Strike out if inapplicable: The company is a restricted professional company organized to render the following restricted professional service(s):~~

8. For additional provisions of the certificate, if any, attach an 8½ x 11 sheet.

IN TESTIMONY WHEREOF, the organizer(s) has (have)
signed this Certificate of Organization this
27th day of May, 2010.



Harry M. Rubenstein, Organizer

DIVIDER SHEET

59895.1

PENNSYLVANIA DEPARTMENT OF STATE CORPORATION BUREAU	
Entity Number	Certificate of Limited Partnership (15 Pa.C.S. § 8511)
Name Carl F. Staiger, Esquire	Document will be returned to the name and address you enter to the left. ←
Address c/o Esquire Assist -- Counter Pickup	
City State Zip Code	

Fee: \$125

Commonwealth of Pennsylvania CERTIFICATE OF LIMITED PARTNERSHIP 2 Page(s)

T1015365060

In compliance with the requirements of 15 Pa.C.S. § 8511 (relating to certificate of limited partnership), the undersigned, desiring to form a limited partnership, hereby certifies that:

1. The name of the limited partnership (may contain the word "company", or "limited" or "limited partnership" or any abbreviation):					
SILVER RAIN, LP					
2. The (a) address of the limited partnership's initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:					
(a) Number and Street	City	State	Zip	County	
460 Washington Road	Washington	PA	15301	Washington	
(b) Name of Commercial Registered Office Provider					County
c/o: N/A					
3. The name and business address of each general partner of the partnership is:					
Name		Address			
SILVER RAIN MANAGEMENT, LLC		1751 Earl Core Road			
		Morgantown, WV 26505			

2010 JUN -1 PM 4: 47

PA. DEPT. OF STATE

4. Check, and if appropriate complete, one of the following:

The formation of the limited partnership shall be effective upon filing this Certificate of Limited Partnership in the Department of State.

The formation of the limited partnership shall be effective on: _____ at _____
Date Hour

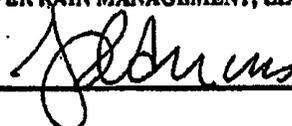
5. The specified effective date, if any is:

UPON FILING			
month	date	year	hour, if any

IN TESTIMONY WHEREOF, the undersigned general partner(s) of the limited partnership has (have) executed this Certificate of Limited Partnership this

27th day of May, 2010.

SILVER RAIN MANAGEMENT, LLC

By: 

DIVIDER SHEET

Entity #: 4076173
Date Filed: 12/28/2011
Effective Date: 01/02/2012
Carol Aichels
Secretary of the Commonwealth

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Certificate of Organization
Domestic Limited Liability Company
(15 Pa.C.S. § 8913)

Name
Saverin A. Russo, Esquire
Address
20421 Route 19, Suite 115
City State Zip Code
Cranberry Township, PA 16066

Document will be returned to the name and address you enter to the left.

Commonwealth of Pennsylvania
CERTIFICATE OF ORGANIZATION 3 Page(s)



Fee: \$125

In compliance with the requirements of 15 Pa.C.S. § 8913 (relating to certificate of organization), the undersigned desiring to organize a limited liability company, hereby certifies that:

1. The name of the limited liability company (designator is required, i.e., "company", "limited" or "limited liability company" or abbreviation):
Summer Wind Management, LLC

2. The (a) address of the limited liability company's initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:
(a) Number and Street City State Zip County
20421 Route 19, Suite 115, Cranberry Township PA 16066 Butler
(b) Name of Commercial Registered Office Provider County
c/o:

3. The name and address, including street and number, if any, of each organizer is (all organizers must sign on page 2):
Name Address
Saverin A. Russo, 20421 Route 19, Suite 115, Cranberry Township, PA 16066

2011 DEC 28 PM 4:41

PA. DEPT. OF STATE

RECEIVED TIME DEC. 28. 4:23PM

DSCB:15-8913-2

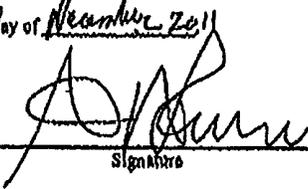
4. *Strike out if inapplicable term*
A member's interest in the company is to be evidenced by a certificate of membership interest.

5. *Strike out if inapplicable:*
Management of the company is vested in a manager or managers.

6. The specified effective date, if any is: January 2, 2012
month date year hour, if any

7. *Strike out if inapplicable:* The company is a restricted professional company organized to render the following restricted professional service(s):
~~_____~~
~~_____~~
~~_____~~

8. For additional provisions of the certificate, if any, attach an 8 1/2 x 11 sheet.

IN TESTIMONY WHEREOF, the organizer(s) has (have)
signed this Certificate of Organization this
27th day of December, 2011


Signature

Signature

Signature

RECEIVED TIME DEC. 28. 4:23PM

TAB B

BYLAWS
OF
HMPG Inc.
("Corporation")

ARTICLE I: SHAREHOLDERS

SECTION 1.1 Annual Meeting.

An annual meeting of the shareholders shall be held in each calendar year, on such date and at such time as may be fixed by the board of directors, for the purpose of electing directors and for the transaction of such other business as may properly come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the state where the meeting is to be held, such meeting shall be held on the next succeeding business day.

SECTION 1.2 Special Meetings.

Special meetings of the shareholders may be called at any time by (i) the board of directors or (ii) by shareholders entitled to cast at least twenty percent (20%) of the votes that all shareholders are entitled to cast at the particular meeting. Upon written request of any person who has duly called a special meeting, the secretary shall fix the time of the meeting which shall be held not more than sixty (60) days after the receipt of the request. If the secretary neglects or refuses to fix the time of the meeting, the person or persons duly calling the meeting may do so.

SECTION 1.3 Place of Meeting.

All meetings of the shareholders shall be held at the registered office of the Corporation or at such other place, within or without the Commonwealth of Pennsylvania, as may be designated by the board of directors from time to time.

SECTION 1.4 Notice.

Except as provided in Article VI of these bylaws, written notice of every meeting of the shareholders shall be given by, or at the direction of, the secretary or other authorized person or, if he or she neglects or refuses to do so, may be given by the person or persons calling the meeting, to the shareholders of record entitled to vote at the meeting, at least ten (10) days prior to the day named for a meeting that will consider a fundamental transaction under 15 Pa. C.S. Chapter 19 or at least five (5) days prior to the day named for a meeting in all other cases, unless a greater period of notice is required by statute in the particular case. The notice of meeting shall specify the place, day and hour of the meeting and, in the case of a special meeting, the general nature of the business to be transacted, and, if applicable, the notice shall state that the purpose, or one of the purposes, of the meeting is to consider the adoption, amendment or repeal of the bylaws in which case the notice shall include, or be accompanied by, a copy of the proposed amendment or a summary of the changes to be effected thereby.

SECTION 1.9 Proxies.

Every shareholder entitled to vote at a meeting of shareholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for such shareholder by proxy. The presence of, or vote or other action at a meeting of shareholders, or the expression of consent or dissent to corporate action in writing, by a proxy of a shareholder shall constitute the presence of, or vote or action by, or written consent or dissent of the shareholder.

SECTION 1.10 Voting List.

The officer or agent having charge of the transfer books for shares of the Corporation shall make a complete list of the shareholders entitled to vote at any meeting of shareholders, arranged in alphabetical order, with the address of and the number of shares held by each. The list shall be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting for the purposes thereof. Failure to comply with the requirements of this bylaw shall not affect the validity of any action taken at a meeting prior to a demand at the meeting by any shareholder entitled to vote thereat to examine the list.

SECTION 1.11 Determination of Shareholders of Record.

(a) The board of directors may fix a time prior to the date of any meeting of shareholders as a record date for the determination of the shareholders entitled to notice of, or to vote at, the meeting, which time, except in the case of an adjourned meeting, shall be not more than ninety (90) days prior to the date of the meeting of shareholders. Only shareholders of record on the date fixed shall be entitled to notice of, or to vote at, such meeting, notwithstanding any transfer of shares on the books of the Corporation after the record date so fixed. The board of directors may similarly fix a record date for the determination of shareholders of record for payment of dividends or for any other purpose. When a determination of shareholders of record has been made as provided in this bylaw for purposes of a meeting, the determination shall apply to any adjournment thereof unless the board fixes a new record date for the adjourned meeting.

(b) If a record date is not fixed:

- a) The record date for determining shareholders entitled to notice of or to vote at a meeting of shareholders shall be the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day immediately preceding the day on which the meeting is held.
- b) The record date for determining shareholders entitled to express consent or dissent to corporate action in writing without a meeting, when prior action by the board of directors is not necessary, or to call a special meeting of the

SECTION 2.3 Election.

Directors of the Corporation shall be elected by the shareholders except as provided in Section 2.4 hereof.

SECTION 2.4 Vacancies.

Vacancies in the board of directors, including vacancies resulting from an increase in the number of directors, may be filled by a majority vote of the remaining members of the board though less than a quorum, or by a sole remaining director, and each person so selected shall be a director to serve for the balance of the unexpired term and until his or her successor has been selected and qualified or until his or her earlier death, resignation or removal.

SECTION 2.5 Removal and Resignation.

(a) Removal by action of shareholders. The entire board of directors or any individual director may be removed from office without assigning any cause by the vote of shareholders entitled to elect directors. In case the board or any one or more directors are so removed, new directors may be elected at the same meeting.

(b) Removal by action of the directors. The board of directors may declare vacant the office of a director if said director: (i) has been judicially declared of unsound mind; (ii) has been convicted of an offense punishable by imprisonment for a term of more than one year; or (iii) if within sixty (60) days after notice of his or her election, said director does not accept such office either in writing or by attending a meeting of the board of directors and fulfilling such other requirements of qualification as these bylaws or the articles may provide.

(c) Resignation. Any director may resign at any time from his or her position as a director of the Corporation upon written notice to the Corporation. The resignation shall be effective upon receipt thereof by the Corporation or at such subsequent time as may be specified in the notice of resignation.

SECTION 2.6 Regular Meetings.

The board of directors shall hold an annual meeting for the election of officers and the transaction of other proper business either as soon as practical after, and at the same place as, the annual meeting of shareholders or at such other day, hour and place as may be fixed by the board. The board of directors may designate by resolution the day, hour and place, within or without the Commonwealth of Pennsylvania, of other regular meetings, to be held quarterly but no less than one (1) time per year.

SECTION 2.7 Special Meetings.

Special meetings of the board may be called by the chairperson of the board, if any, the president or any one (1) director. The person or persons calling the special meeting may fix the day, hour and place, within or without the Commonwealth of Pennsylvania, of the meeting.

director is generally competent to act, shall be presumed to have assented to the action taken unless his or her dissent is entered in the minutes of the meeting or unless such director files his or her written dissent to the action with the secretary of the meeting before the adjournment thereof or transmits the dissent in writing to the secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of the action. Nothing in this section shall bar a director from asserting that minutes of a meeting incorrectly omitted said director's dissent if, promptly upon receipt of a copy of such minutes, said director notified the secretary, in writing, of the asserted omission or inaccuracy.

SECTION 2.13 Presiding Officer.

All meetings of the board of directors shall be called to order and presided over by the chairperson of the board of directors, if any, or, if there is no chairperson or in the chairperson's absence, by the president or, in the absence of the chairperson and president, by a chairperson of the meeting elected at such meeting by the board of directors.

ARTICLE III: COMMITTEES OF THE BOARD

SECTION 3.1 Committees of the Board.

The board of directors may, by resolution adopted by a majority of the directors in office, establish one or more committees, each committee to consist of one or more of the directors of the Corporation. The board may designate one or more directors as alternate members of any committee who may replace any absent or disqualified member at any meeting of the committee or for purposes of any written action of the committee. A committee, to the extent provided in the resolution of the board of directors creating it, shall have and may exercise all of the powers and authority of the board of directors except that a committee shall not have any power or authority as to: (i) the submission to shareholders of any action requiring the approval of shareholders pursuant to the Business Corporation Law, as it may hereafter be amended, (ii) the creation or filling of vacancies in the board of directors, (iii) the adoption, amendment or repeal of the bylaws, (iv) the amendment, adoption or repeal of any resolution of the board that by its terms is amendable or repealable only by the board, or (v) action on matters committed by the bylaws or resolution of the board to another committee of the board. Each committee of the board shall serve at the pleasure of the board.

SECTION 3.2 Committee Rules.

Unless the board of directors provides otherwise by resolution each committee shall conduct its business and take action in the same manner as the board conducts its business pursuant to the articles of the Corporation and these bylaws.

ARTICLE IV: OFFICERS

SECTION 4.1 Officers and Qualifications.

The officers of the Corporation shall be elected by the board of directors and shall consist of a President, one or more Vice Presidents, a Secretary, a Treasurer, and may include such other officers and assistant officers as may be deemed necessary or desirable by the board of

SECTION 4.6 Vice Presidents.

Each vice president, if any, shall perform such duties as may be assigned to him or her by the board of directors or the president. In the absence or disability of the president, the most senior in rank of the vice presidents, if any, shall perform the duties of the president.

SECTION 4.7 Secretary.

The secretary shall (a) keep or cause to be kept the minutes of all meetings of the shareholders, the board of directors, and any committees of the board of directors in one or more books kept for that purpose, (b) have custody of the corporate records, stock books and stock ledgers of the Corporation, (c) keep or cause to be kept a register of the address of each shareholder, which address has been furnished to the secretary by such shareholder, (d) see that all notices are duly given in accordance with law, the articles, and these bylaws, and (e) in general perform all the usual duties incident to the office of secretary and such other duties as may be assigned to him or her by the board of directors or the president.

SECTION 4.8 Assistant Secretary.

The assistant secretary, if any, or assistant secretaries if more than one, shall perform the duties of the secretary in his or her absence and shall perform such other duties as the board of directors, the president or the secretary may from time to time designate.

SECTION 4.9 Treasurer.

The treasurer shall have general supervision of the fiscal affairs of the Corporation. The treasurer shall, with the assistance of the president and managerial staff of the Corporation: (a) see that a full and accurate accounting of all financial transactions is made; (b) invest and reinvest the capital funds of the Corporation in such manner as may be directed by the board, unless such function shall have been delegated to a nominee or agent; (c) deposit or cause to be deposited in the name and to the credit of the Corporation, in such depositories as the board of directors shall designate, all monies and other valuable effects of the Corporation not otherwise employed; (d) prepare such financial reports as may be requested from time to time by the board; (e) cooperate in the conduct of any annual audit of the Corporation's financial records by certified public accountants duly appointed by the board; and (f) in general perform all the usual duties incident to the office of treasurer and such other duties as may be assigned to him or her by the board of directors or the president.

SECTION 4.10 Salaries.

Unless otherwise provided by the board, the salaries of each of the officers elected by the board shall be fixed from time to time by the board of directors and the salaries of all other officers of the Corporation shall be fixed from time to time by the president or such other person as may be designated from time to time by the president or the board.

SECTION 6.2 Waiver of Notice.

Whenever any written notice is required to be given by statute or the articles or these bylaws, a waiver thereof in writing, signed by the person or persons entitled to the notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of the notice. Neither the business to be transacted at, nor the purpose of, a meeting need be specified in the waiver of notice of such meeting. Attendance of a person, either in person or by proxy, at any meeting shall constitute a waiver of notice of the meeting, except where the person attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting was not lawfully called or convened.

SECTION 6.3 Action by Unanimous Written Consent.

Any action required or permitted to be taken at a meeting of the shareholders, of a class of shareholders, or the directors, or of any committee of directors may be taken without a meeting if, prior or subsequent to the action, a consent or consents thereto in writing setting forth the action so taken is signed by all the shareholders who would be entitled to vote at a meeting for such purpose, or by all of the directors in office, or by all of the members of such committee in office, as the case may be, and is filed with the secretary of the Corporation.

SECTION 6.4 Shareholder Action by Partial Written Consent.

Any action required or permitted to be taken at a meeting of the shareholders or of a class of shareholders may be taken without a meeting upon the written consent of shareholders who would have been entitled to cast the minimum number of votes that would be necessary to authorize the action at a meeting at which all shareholders entitled to vote thereon were present and voting. The consents shall be filed with the secretary of the Corporation. The action shall not become effective until after at least ten (10) days' written notice of the action has been given to each shareholder entitled to vote thereon who has not consented thereto.

SECTION 6.5 Meetings by Means of Conference Telephone.

One or more persons may participate in a meeting of the shareholders, of the directors, or of any committee of directors, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Such participation shall constitute presence in person at the meeting.

SECTION 6.6 Modification of Proposals.

Whenever the language of a proposed resolution is included in a written notice of a meeting required to be given by statute or by the articles or these bylaws, the meeting considering the resolution may without further notice adopt it with such clarifying or other amendments as do not enlarge its original purpose.

repeal or modification of this bylaw nor the adoption of any provision inconsistent with this bylaw shall adversely affect any limitation on the personal liability of a director of the Corporation existing at the time of such repeal or modification or the adoption of such inconsistent provision.

SECTION 8.2 Mandatory Indemnification of Directors and Certain Other Persons.

(a) The Corporation shall indemnify and hold harmless to the full extent not prohibited by law, as the same exists or may hereinafter be amended, interpreted or implemented (but, in the case of any amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than are permitted the Corporation to provide prior to such amendment), each person who was or is made a party or is threatened to be made a party to or is otherwise involved in (as a witness or otherwise) any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative and whether or not by or in the right of the Corporation or otherwise, (hereinafter, a "proceeding") by reason of the fact that he or she, or a person of whom he or she is the heir, executor, or administrator, is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer or trustee of another corporation or of a partnership, joint venture, trust or other enterprise (including without limitation service with respect to employee benefit plans), or where the basis of such proceeding is any alleged action or failure to take any action by such person while acting in an official capacity as a director or officer of the Corporation, or in any other capacity on behalf of the Corporation while such person is or was serving as a director or officer of the Corporation, against all expenses, liability and loss, including but not limited to attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement (whether with or without court approval), actually and reasonably incurred or paid by such person in connection therewith.

(b) Notwithstanding the foregoing, except as provided in Section 8.3 below, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the board of directors of the Corporation.

(c) Subject to the limitation set forth above concerning proceedings initiated by the person seeking indemnification, the right to indemnification conferred in this Section 8.2 shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding (or part thereof) or in enforcing his or her rights under this Section 8.2 in advance of the final disposition thereof promptly after receipt by the Corporation of a request therefor stating in reasonable detail the expenses incurred; provided, however, that to the extent required by law, the payment of such expenses incurred by a director or officer of the Corporation in advance of the final disposition of a proceeding shall be made only upon receipt of an undertaking, by or on behalf of such person, to repay all amounts so advanced if and to the extent it shall ultimately be determined by a

SECTION 8.7 Modification or Repeal.

Neither the modification, amendment, alteration or repeal of this Article VIII or any of its provisions nor the adoption of any provision inconsistent with this Article VIII or any of its provisions shall adversely affect the rights of any person to indemnification and advancement of expenses existing at the time of such modification, amendment, alteration or repeal or the adoption of such inconsistent provision.

ARTICLE IX: GENERAL PROVISIONS

SECTION 9.1 Registered Office.

The registered office of the Corporation, required by law to be maintained in the Commonwealth of Pennsylvania, shall be 120 Fifth Avenue Place, Pittsburgh, PA 15222. The principal place of business of the Corporation may be, but need not be, the same as the registered office. The address of the registered office may be changed from time to time by the board of directors.

SECTION 9.2 Other Offices.

The Corporation may have additional offices and places of business in such places, within or without the Commonwealth of Pennsylvania, as the board of directors may designate or as the business of the Corporation may require.

SECTION 9.3 Corporate Seal.

The Corporation may have a corporate seal which shall have inscribed thereon the name of the Corporation, the year of organization, and the words "Corporate Seal - Pennsylvania" or such inscription as the board of directors may determine. The seal may be used by causing it or a facsimile thereof to be impressed or affixed, or in any manner reproduced.

SECTION 9.4 Fiscal Year.

The fiscal year of the Corporation shall end on the 31st day of December in each year.

SECTION 9.5 Amendment of Bylaws.

These Bylaws may be amended or repealed, or new bylaws may be adopted, either (i) by vote of the shareholders at any duly organized annual or special meeting of shareholders, or (ii) with respect to those matters that are not by statute committed expressly to the shareholders and regardless of whether the shareholders have previously adopted or approved the bylaw being amended or repealed, by vote of a majority of the board of directors of the Corporation in office at any regular or special meeting of directors. Any change in these Bylaws shall take effect when adopted unless otherwise provided in the resolution effecting the change.

DIVIDER SHEET

BYLAWS
of
LAKE ERIE MEDICAL GROUP, PC

ARTICLE I
NAME/PURPOSE/OFFICES

1.1 Name. The name of the Corporation is Lake Erie Medical Group, PC (hereinafter referred to as the "Corporation"), incorporated under the Professional Corporation Act of the Commonwealth of Pennsylvania.

1.2 Purpose. The purposes of the Corporation are as stated in the Articles of Incorporation of the Corporation (the "Articles of Incorporation").

1.3 Offices. The registered office of the Corporation shall be as stated in the Articles of Incorporation. The Corporation may also have offices at such other place or places as the Board of Directors may from time to time establish in order to further the purposes of the Corporation.

ARTICLE II
SHAREHOLDERS

2.1 Shares. The aggregate number of shares of stock which the Corporation shall have authority to issue shall be as stated in the Articles of Incorporation (the "Common Stock").

2.2 Qualifications. The qualifications of the shareholders of the Corporation shall be as stated in the Articles of Incorporation. Initially, the Corporation shall have one shareholder who shall be the sole shareholder (the "Shareholder") who agrees to serve in such capacity pursuant to a shareholder agreement (the "Shareholder Agreement") with HMPG Inc. ("HMPG"), or its designated affiliate, and the Corporation, unless or until such time as additional shareholders are authorized pursuant these Bylaws.

2.3 Place of Meetings. Meetings of the shareholders shall be held at such place as may be designated by the Board of Directors.

2.4 Annual Meeting. An annual meeting of the shareholders for the election of Directors and for other business shall be held on such date and at such time as may be designated by the Board of Directors.

2.5 Special Meetings. Special meetings of the shareholders may be called at any time by the holders of at least fifty percent of the outstanding stock of the Corporation entitled to vote at the meeting.

2.6 Notice of Shareholders Meetings. Written notice of the time, place, and purpose or purposes of every meeting of shareholder(s) shall be given to each shareholder entitled to vote at the meeting at least five (5) days before the date of the meeting unless a greater period of notice is required by law in a particular case.

2.7 Quorum. The presence in person or by proxy of the holder or holders of a majority of the outstanding shares of Common Stock shall constitute a quorum at a meeting of shareholders for the transaction of any business.

2.8 Voting Rights. Each outstanding share of stock having voting rights in accordance with the provisions of the Articles of Incorporation, as the same may hereafter from time to time be amended, supplemented or modified, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. Each shareholder may vote either in person or by proxy. Shareholders shall have the voting rights set forth in these Bylaws subject to the terms of the Shareholder Agreement.

2.9 Vote Required. If a quorum is present, the affirmative vote of a majority of the holders of the Common Stock represented at the meeting shall be the act of the shareholders.

2.10 Action Without a Meeting. Any action required to be taken at a meeting of the shareholders may be taken without a meeting if a consent in writing shall be signed by all of the shareholders entitled to vote upon that matter, unless otherwise provided by statute.

2.11 Reserved Powers. The Shareholder has reserved certain powers under the Shareholder Agreement, which may not be exercised by the Board of Directors. The reserved powers subject to this section are set forth in the Shareholder Agreement, as may be amended from time to time, and include without limitation:

- (a) Dissolution, merger, consolidation, sale of all or substantially all of the assets or stock of the Corporation, or other corporate reorganization;
- (b) Voluntary bankruptcy or assignment for the benefit of creditors;
- (c) Election, appointment, resignation and/or removal, with or without cause, of any Directors of the Corporation;
- (d) Adoption, amendment, revision or deletion of the Bylaws of the Corporation, and the creation or approval of any amendments, alterations or restatements or other revisions to the Articles of Incorporation or Bylaws of the Corporation;
- (e) Determinations of how any and all excess revenues generated by Corporation shall be expended; and
- (f) Cessation or any change in the Corporation's provision of services to Medicare and Medicaid recipients or its provision of charity care services in accordance with policies established by HMPG.

ARTICLE III
OWNERSHIP OF SHARES

3.1 Legal and Beneficial Title to Shares. The shareholder(s) shall hold legal and beneficial title to the shares of Common Stock of the Corporation, subject to those terms and conditions set forth in the Articles of Incorporation, these Bylaws, and the Shareholder Agreement.

3.2 Limitation of Transfer of Voting Power. The shareholder(s) are prohibited from entering into a voting trust agreement, proxy, or any other type of arrangement vesting another person with authority to exercise voting power of any or all shares held by the shareholder(s).

3.3 Limitation of Transfer of Shares. Shares of Common Stock are transferable only in accordance with the provisions of the Articles of Incorporation, these Bylaws, and the Shareholder Agreement, and the shareholder(s) shall not transfer, sell, encumber, pledge or otherwise dispose of shares of Common Stock except as provided for in the Articles of Incorporation, these Bylaws and the Shareholder Agreement.

3.4 Disposition of Shares Upon Death or Disqualification of Shareholder. The Shareholder Agreement shall govern the disposition of shares of Common Stock of the Corporation upon the death or disqualification of the Shareholder. Except as otherwise provided in the Shareholder Agreement, or if the Shareholder Agreement is not in effect following the death of the Shareholder or within 90 days following the Shareholder's disqualification to own the shares, the shares shall be transferred to another individual qualified to hold the shares pursuant to Section 2.2, as designated in writing by HMPG.

3.5. Stock Price, Dividends, and Distribution of Assets, and Appreciation. The price of one share of Common Stock of the Corporation shall be limited to \$1.00. As stated in the Articles of Incorporation, the shareholder(s) are expressly prohibited from receiving dividends or any distributions or appreciation relating to ownership of stock, and are expressly prohibited from receiving any assets of the Corporation in the event of the voluntary or involuntary liquidation, dissolution or winding up of the Corporation. The shareholder(s) shall have no economic benefits from ownership of the Common Stock as such.

ARTICLE IV
DIRECTORS

4.1 Powers. Except as otherwise provided in these Bylaws or the Articles of Incorporation, the business and affairs of the Corporation shall be managed under the direction of the Board of Directors which, by itself or under its authority, may exercise all powers of the Corporation not otherwise reserved herein.

4.2 Number, Qualification, Classes. The Board of Directors shall consist of not less than one (1) and not more than five (5) persons, provided that at least one Director shall always be a physician licensed or otherwise legally authorized to render professional services pursuant to the Pennsylvania Professional Corporation Act. The initial Board of Directors shall consist of

three (3) Directors. The number of Directors may be increased or decreased from time-to-time upon amendment of this Section 4.2 of the Bylaws.

4.3. Election and Term of Office. Election, appointment and removal of Directors shall be by the shareholders. Each Director shall be elected for a term which shall expire after his or her successor is elected and qualified at the next annual meeting of the shareholders after his or her election as a Director.

4.4 Resignation. The resignation of any Director shall be effective upon the delivery of a written resignation to the President of the Corporation or at such subsequent time as may be specified in the notice of resignation.

4.5 Place of Meetings. Meetings of the Board of Directors shall be held at the offices of the Corporation unless otherwise designated by the Board.

4.6 Regular Meetings. Regular meetings of the Board of Directors shall be held at such times as the Board may designate. Notice of regular meetings need not be given.

4.7 Special Meetings. Special meetings of the Board of Directors may be called at any time by the President, a majority of the Board of Directors, or the shareholders. Notice (which need not be written) of the time and place of each special meeting shall be given to each Director at least one day before the meeting.

4.8 Quorum; Voting. A majority of all the Directors in office shall constitute a quorum for the transaction of any business at any meeting, and the acts of a majority of the Directors present at any meeting at which a quorum is present shall be the acts of the Directors, except as otherwise provided in these Bylaws or the Articles of Incorporation. Each Director shall be entitled to one vote.

4.9 Participation. One or more Directors may participate in a meeting of the Board or a committee of the Board by means of conference telephone or any means of communications by which all persons participating in the meeting can hear each other.

4.10 Action Without a Meeting. Any action required to be taken at a meeting of the Board or any of its committees, shall be deemed the action of the Board or the committee, if all Directors or committee members, as the case may be, execute written consents either before or after the action is taken, and the consents are filed with the minutes of the proceedings of the Board or committee.

4.11 Vacancies. Vacancies on the Board of Directors and any newly created directorship shall be filled by a majority vote of the shareholders.

ARTICLE V **OFFICERS**

5.1 Officers and Qualifications. The Corporation shall have a President, a Treasurer, a Secretary and may have such vice presidents, assistant secretaries and other officers as the

Board of Directors may from time to time chose to elect, provided that the President shall always be a physician licensed or otherwise legally authorized to render professional services pursuant to the Pennsylvania Professional Corporation Act. Any number of offices may be held by the same person.

5.2 Election, Term, and Vacancies. The officers of the Corporation shall be elected by the Board of Directors at the annual meeting of the Board or from time to time as the Board shall determine and each officer shall hold office for one (1) year and until his or her successor has been duly elected and qualified or until said officer's earlier death, resignation or removal. A vacancy in any office occurring in any manner may be filled by the Board of Directors and, if the office is one for which these bylaws prescribe a term, shall be filled for the unexpired portion of the term.

5.3 Removal; Resignation.

(a) Removal. Any officer of the Corporation may be removed by the Board of Directors, with or without cause, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer shall not of itself create contract rights.

(b) Resignation. Any officer may resign at any time upon written notice to the Corporation. The resignation shall be effective upon receipt thereof by the Corporation or at such subsequent time as may be specified in the notice of resignation.

5.2 President. The President shall be the chief executive officer of the Corporation, and, subject to the provisions of the Articles of Incorporation, these Bylaws and the Shareholder Agreement, shall have general supervision over the business and operations of the Corporation, and may perform any act and execute any instrument for the conduct of such business and operations. The President shall have and provide the general and active supervision and direction over the other officers, agents and employees and shall see that their duties are properly performed. He or she shall, if present, preside at each meeting of the shareholders and of the Board and shall be an *ex officio* member of all committees of the Board. He or she shall perform all duties incident to the office of the President and such other duties as may from time to time be assigned to him or her by the Board.

5.3 Vice Presidents. Each vice president, if any, shall perform such duties as may be assigned to him or her by the Board of Directors or the President. In the absence or disability of the President, the most senior in rank of the vice presidents, if any, shall perform the duties of the President.

5.4 Secretary. The Secretary shall (a) keep or cause to be kept the minutes of all meetings of the shareholders, the Board of Directors, and any committees of the Board in one or more books kept for that purpose, (b) have custody of the corporate records, stock books and stock ledgers of the Corporation, (c) keep or cause to be kept a register of the address of each shareholder, which address has been furnished to the secretary by such shareholder, (d) see that all notices are duly given in accordance with law, the Articles, and these Bylaws, and (e) in

general perform all the usual duties incident to the office of Secretary and such other duties as may be assigned to him or her by the Board or the President.

5.5 Assistant Secretary. The assistant secretary, if any, or assistant secretaries if more than one, shall perform the duties of the secretary in his or her absence and shall perform such other duties as the Board, the President or the Secretary may from time to time designate.

5.6 Treasurer. The Treasurer shall have general supervision of the fiscal affairs of the Corporation. The Treasurer shall, with the assistance of the President and managerial staff of the Corporation: (a) see that a full and accurate accounting of all financial transactions is made; (b) invest and reinvest the capital funds of the Corporation in such manner as may be directed by the Board, unless such function shall have been delegated to a nominee or agent; (c) deposit or cause to be deposited in the name and to the credit of the Corporation, in such depositories as the Board of Directors shall designate, all monies and other valuable effects of the Corporation not otherwise employed; (d) prepare such financial reports as may be requested from time to time by the board; (e) cooperate in the conduct of any annual audit of the Corporation's financial records by certified public accountants duly appointed by the Board; and (f) in general perform all the usual duties incident to the office of Treasurer and such other duties as may be assigned to him or her by the Board or the President.

ARTICLE VI

LIMITATION OF LIABILITY; INDEMNIFICATION

6.1 Limitation of Liability of Directors. A Director of the Corporation shall not be personally liable for monetary damages for any action taken, or any failure to take any action, unless as set forth in 15 Pa. C.S. §§ 1711-1718 the Director has breached or failed to perform the duties of his or her office referenced thereunder and such breach or failure to perform constitutes self-dealing, willful misconduct or recklessness; provided, however, that the foregoing provision shall not eliminate or limit (i) the responsibility or liability of such Director pursuant to any criminal statute, or (ii) the liability of a Director for the payment of taxes pursuant to local, state or Federal law. Any repeal, modification or adoption of any provision inconsistent with Section 6.1 of these Bylaws shall be prospective only, and neither the repeal or modification of this Bylaw nor the adoption of any provision inconsistent with this Bylaw shall adversely affect any limitation on the personal liability of a Director of the Corporation existing at the time of such repeal or modification or the adoption of such inconsistent provision.

6.2 Mandatory Indemnification of Directors and Certain Other Persons.

(a) The Corporation shall indemnify any member of the Board of Directors, or any officer or Member of the Medical Executive Committee, and may indemnify any other employee or agent, to the full extent not prohibited by law, who was or is made a party or is threatened to be made a party to or is otherwise involved in (as a witness or otherwise) any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative and whether or not by or in the right of the Corporation or otherwise (hereinafter, a "proceeding"), by reason of the fact that he or she is or was a Director, officer, Medical Executive Committee member, employee or agent of the Corporation or is or was serving at the request of the Corporation as a

director, officer, medical executive committee member, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise (including without limitation service with respect to employee benefit plans), or where the basis of such proceeding is any alleged action or failure to take any action by such person while acting in any such official capacity, against all liability and loss, damages, judgments, expenses (including attorneys' fees and court costs), fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement (whether with or without court approval), actually and reasonably incurred or paid by such person in connection therewith.

(b) Notwithstanding the foregoing, except as provided in Section 6.3 below, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation.

(c) Subject to the limitation set forth above concerning proceedings initiated by the person seeking indemnification, the right to indemnification conferred in this Section 6.2 shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding (or part thereof) or in enforcing his or her rights under this Section 6.2 in advance of the final disposition thereof promptly after receipt by the Corporation of a request therefor stating in reasonable detail the expenses incurred; provided, however, that to the extent required by law, the payment of such expenses incurred by a Director, officer or member of the Medical Executive Committee of the Corporation in advance of the final disposition of a proceeding shall be made only upon receipt of an undertaking, by or on behalf of such person, to repay all amounts so advanced if and to the extent it shall ultimately be determined by a court that he or she is not entitled to be indemnified by the Corporation under this Section 6.2 or otherwise.

(d) The right to indemnification and advancement of expenses provided herein shall continue as to a person who has ceased to be a Director, officer or member of the Medical Executive Committee of the Corporation or to serve in any of the other capacities described herein, and shall inure to the benefit of the heirs, executors and administrators of such person.

6.3 Payment of Indemnification. If a claim for indemnification under Section 6.2 hereof is not paid in full by the Corporation within thirty (30) days after a written claim therefor has been received by the Corporation, the claimant may, at any time thereafter, bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part on the merits or otherwise in establishing his or her right to indemnification or to the advancement of expenses, the claimant shall be entitled to be paid also the expense of prosecuting such claim.

6.4 Non-Exclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of a final disposition conferred in Section 6.2 and the right to payment of expenses conferred in Section 6.3 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses

hereunder may be entitled under any bylaw, agreement, vote of shareholders, vote of Directors or otherwise, both as to actions in his or her official capacity and as to actions in any other capacity while holding that office, the Corporation having the express authority to enter into such agreements or arrangements as the Board of Directors deems appropriate for the indemnification of and advancement of expenses to present or future Directors, officers or member of the Medical Executive Committee as well as employees, representatives or agents of the Corporation in connection with their status with or services to or on behalf of the Corporation or any other corporation, partnership, joint venture, trust or other enterprise, including any employee benefit plan, for which such person is serving at the request of the Corporation.

6.5 Insurance and Other Indemnification. The Board of Directors shall have the power to (a) authorize the Corporation to purchase and maintain, at the Corporation's expense, insurance on behalf of any Corporate Agent to the extent that power to do so has not been prohibited by statute, and (b) give other indemnification to the extent permitted by statute.

ARTICLE VII **SHARE CERTIFICATES AND TRANSFERS**

7.1 Share Certificates. The shareholders of record shall be entitled to a share certificate representing the shares of Common Stock held by such shareholders. Each share certificate shall bear the corporate seal (which may be a facsimile) and the signature of the President and the Secretary or Treasurer of the Corporation. Where a certificate is signed by a transfer agent or registrar, the signature of any corporate officer may be a facsimile.

7.2 Legend. The Shareholder shall execute a Shareholder Agreement by and among the Shareholder, HMPG and the Corporation. Upon execution of the Shareholder Agreement, the Shareholder shall immediately deliver to the Secretary of the Corporation the certificates for the Common Stock owned by the Shareholder, and the Secretary will endorse on the face of each such certificate a legend reading substantially as follows:

"Any sale, assignment, transfer, pledge, or other disposition of the shares of stock represented by this certificate is restricted by and subject to, the terms and provisions of the Shareholder Agreement, dated as of _____.
A copy of said Agreement is on file in the offices of the Corporation. By acceptance of this certificate the holder hereof agrees to be bound by the terms of said Agreement."

7.3 Transfers. Transfers of share certificates and the shares represented thereby shall be made on the books of the Corporation only by the registered holder or by duly authorized attorney. Transfers shall be made only on surrender of the share certificate or certificates and are subject to the Shareholder Agreement.

ARTICLE VIII **CONFLICTS OF INTEREST**

8.1. Conflicts. A contract or transaction between the Corporation and one or more of its Directors, officers or members of the Medical Executive Committee, or between the Corporation and any other domestic or foreign corporation for profit or not-for-profit, partnership, joint venture, trust or other enterprise in which one or more of this Corporation's Directors, officers or members of the Medical Executive Committee are directors or officers or have a financial or other interest, shall not be void or voidable solely for that reason, or solely because the common or interested Director, officer or member of the Medical Executive Committee is present at or participates in the meeting of the Board that authorizes the contract or transaction, or solely because the common or interested Director's or officer's vote is counted for such purpose, if: (a) the material facts as to the relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors and the Board authorizes the contract or transaction by the affirmative vote of a majority of the disinterested Directors even though the disinterested Directors are less than a quorum; or (b) if subject to a vote by the shareholders, the material facts as to the Director, officer or Medical Executive Committee member's relationship or interest and as to the contract or transaction are disclosed or are known to the shareholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of those shareholders; or (c) the contract or transaction is fair as to this Corporation as of the time it is authorized, approved or ratified by the Board of Directors or the shareholders, as applicable. Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors which authorizes a contract or transaction specified in this Section 8.1

ARTICLE IX COMMITTEES

9.1 Committees. The Board of Directors may, by resolution adopted by a majority of the Directors, establish one or more committees, each committee to consist of one or more Directors appointed by the Board. The Directors appointed may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Any such committee, to the extent provided by resolution of the Board of Directors or in these Bylaws, shall have and exercise the authority of the Board of Directors, except that no such committee shall have any power or authority as to the following:

- (a) The submission to the shareholders of the Corporation of any action requiring the approval of the shareholder(s) under the Articles of Incorporation, these Bylaws or the Pennsylvania Professional Corporation Act;
- (b) The filling of any vacancies on the Board of Directors;
- (c) The adoption, amendment or repeal of the Bylaws or the Articles of Incorporation;
- (d) The amendment or repeal of any resolution of the Board;
- (e) Action on matters committed by the Bylaws or resolution of the Board of Directors to another committee of the Board; or

(f) The purchase, mortgage, leasing, sale or disposal of real estate.

9.2 Minutes. Minutes of the meetings of the committees shall be recorded and sent to the Board of Directors.

ARTICLE X
MEDICAL EXECUTIVE COMMITTEE

10.1. Establishment of Medical Executive Committee. The Board of Directors shall establish a Medical Executive Committee ("MEC"), whose membership shall be composed entirely of physicians licensed or otherwise legally authorized to render professional services pursuant to the Pennsylvania Professional Corporation Act. The MEC, acting in conjunction and cooperation with the President of the Corporation, shall have exclusive authority and control over all professional activities of all employees and agents of the Corporation at any time and from time to time, which activities may not then legally be performed or controlled by persons who are not licensed physicians in the Commonwealth of Pennsylvania. The powers of the MEC shall be as set forth in, and the business and affairs of the MEC shall be regulated by, such bylaws as the MEC may adopt from time to time, subject to approval by the Board of Directors. The MEC bylaws may be amended from time to time, subject to approval by the Board of Directors.

ARTICLE XI
GENERAL PROVISIONS

11.1 Corporate Seal. The Corporation may have a corporate seal which shall have inscribed thereon the name of the Corporation, the year of organization, and the words "Corporate Seal - Pennsylvania" or such inscription as the Board of Directors may determine. The seal may be used by causing it or a facsimile thereof to be impressed or affixed, or in any manner reproduced.

11.2 Fiscal Year. The fiscal year of the Corporation shall end on the 31st day of December in each year.

11.3 Amendments. The Articles of Incorporation and these Bylaws may be amended or repealed at any annual or special meeting of shareholders by vote of holders of a majority of the outstanding stock entitled to vote. Notice of any such annual or special meeting of shareholders shall set forth the proposed change or a summary thereof.

ADOPTED: As of _____

DIVIDER SHEET

BYLAWS
of
PHYSICIAN LANDING ZONE PC

ARTICLE I
NAME/PURPOSE/OFFICES

1.1 **Name.** The name of the Corporation is Physician Landing Zone PC (hereinafter referred to as the "Corporation"), incorporated under the Professional Corporation Act of the Commonwealth of Pennsylvania.

1.2 **Purpose.** The purposes of the Corporation are as stated in the Articles of Incorporation of the Corporation (the "Articles of Incorporation").

1.3 **Offices.** The registered office of the Corporation shall be as stated in the Articles of Incorporation. The Corporation may also have offices at such other place or places as the Board of Directors may from time to time establish in order to further the purposes of the Corporation.

ARTICLE II
SHAREHOLDERS

2.1 **Shares.** The aggregate number of shares of stock which the Corporation shall have authority to issue shall be as stated in the Articles of Incorporation (the "Common Stock").

2.2 **Qualifications.** The qualifications of the shareholders of the Corporation shall be as stated in the Articles of Incorporation. Initially, the Corporation shall have one shareholder who shall be the sole shareholder (the "Shareholder") who agrees to serve in such capacity pursuant to a shareholder agreement (the "Shareholder Agreement") with HMPG Inc. ("HMPG"), or its designated affiliate, and the Corporation, unless or until such time as additional shareholders are authorized pursuant these Bylaws.

2.3 **Place of Meetings.** Meetings of the shareholders shall be held at such place as may be designated by the Board of Directors.

2.4 **Annual Meeting.** An annual meeting of the shareholders for the election of Directors and for other business shall be held on such date and at such time as may be designated by the Board of Directors.

2.5 **Special Meetings.** Special meetings of the shareholders may be called at any time by the holders of at least fifty percent of the outstanding stock of the Corporation entitled to vote at the meeting.

2.6 Notice of Shareholders Meetings. Written notice of the time, place, and purpose or purposes of every meeting of shareholder(s) shall be given to each shareholder entitled to vote at the meeting at least five (5) days before the date of the meeting unless a greater period of notice is required by law in a particular case.

2.7 Quorum. The presence in person or by proxy of the holder or holders of a majority of the outstanding shares of Common Stock shall constitute a quorum at a meeting of shareholders for the transaction of any business.

2.8 Voting Rights. Each outstanding share of stock having voting rights in accordance with the provisions of the Articles of Incorporation, as the same may hereafter from time to time be amended, supplemented or modified, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. Each shareholder may vote either in person or by proxy. Shareholders shall have the voting rights set forth in these Bylaws subject to the terms of the Shareholder Agreement.

2.9 Vote Required. If a quorum is present, the affirmative vote of a majority of the holders of the Common Stock represented at the meeting shall be the act of the shareholders.

2.10 Action Without a Meeting. Any action required to be taken at a meeting of the shareholders may be taken without a meeting if a consent in writing shall be signed by all of the shareholders entitled to vote upon that matter, unless otherwise provided by statute.

2.11 Reserved Powers. The Shareholder has reserved certain powers under the Shareholder Agreement, which may not be exercised by the Board of Directors. The reserved powers subject to this section are set forth in the Shareholder Agreement, as may be amended from time to time, and include without limitation:

- (a) Dissolution, merger, consolidation, sale of all or substantially all of the assets or stock of the Corporation, or other corporate reorganization;
- (b) Voluntary bankruptcy or assignment for the benefit of creditors;
- (c) Election, appointment, resignation and/or removal, with or without cause, of any Directors of the Corporation;
- (d) Adoption, amendment, revision or deletion of the Bylaws of the Corporation, and the creation or approval of any amendments, alterations or restatements or other revisions to the Articles of Incorporation or Bylaws of the Corporation;
- (e) Determinations of how any and all excess revenues generated by Corporation shall be expended; and
- (f) Cessation or any change in the Corporation's provision of services to Medicare and Medicaid recipients or its provision of charity care services in accordance with policies established by HMPG.

ARTICLE III
OWNERSHIP OF SHARES

3.1 Legal and Beneficial Title to Shares. The shareholder(s) shall hold legal and beneficial title to the shares of Common Stock of the Corporation, subject to those terms and conditions set forth in the Articles of Incorporation, these Bylaws, and the Shareholder Agreement.

3.2 Limitation of Transfer of Voting Power. The shareholder(s) are prohibited from entering into a voting trust agreement, proxy, or any other type of arrangement vesting another person with authority to exercise voting power of any or all shares held by the shareholder(s).

3.3 Limitation of Transfer of Shares. Shares of Common Stock are transferable only in accordance with the provisions of the Articles of Incorporation, these Bylaws, and the Shareholder Agreement, and the shareholder(s) shall not transfer, sell, encumber, pledge or otherwise dispose of shares of Common Stock except as provided for in the Articles of Incorporation, these Bylaws and the Shareholder Agreement.

3.4 Disposition of Shares Upon Death or Disqualification of Shareholder. The Shareholder Agreement shall govern the disposition of shares of Common Stock of the Corporation upon the death or disqualification of the Shareholder. Except as otherwise provided in the Shareholder Agreement, or if the Shareholder Agreement is not in effect following the death of the Shareholder or within 90 days following the Shareholder's disqualification to own the shares, the shares shall be transferred to another individual qualified to hold the shares pursuant to Section 2.2, as designated in writing by HMPG.

3.5 Stock Price, Dividends, and Distribution of Assets, and Appreciation. The price of one share of Common Stock of the Corporation shall be limited to \$1.00. As stated in the Articles of Incorporation, the shareholder(s) are expressly prohibited from receiving dividends or any distributions or appreciation relating to ownership of stock, and are expressly prohibited from receiving any assets of the Corporation in the event of the voluntary or involuntary liquidation, dissolution or winding up of the Corporation. The shareholder(s) shall have no economic benefits from ownership of the Common Stock as such.

ARTICLE IV
DIRECTORS

4.1 Powers. Except as otherwise provided in these Bylaws or the Articles of Incorporation, the business and affairs of the Corporation shall be managed under the direction of the Board of Directors which, by itself or under its authority, may exercise all powers of the Corporation not otherwise reserved herein.

4.2 Number, Qualification, Classes. The Board of Directors shall consist of not less than one (1) and not more than five (5) persons, provided that at least one Director shall always be a physician licensed or otherwise legally authorized to render professional services pursuant to the Pennsylvania Professional Corporation Act. The initial Board of Directors shall consist of

three (3) Directors. The number of Directors may be increased or decreased from time-to-time upon amendment of this Section 4.2 of the Bylaws.

4.3. Election and Term of Office. Election, appointment and removal of Directors shall be by the shareholders. Each Director shall be elected for a term which shall expire after his or her successor is elected and qualified at the next annual meeting of the shareholders after his or her election as a Director.

4.4. Resignation. The resignation of any Director shall be effective upon the delivery of a written resignation to the President of the Corporation or at such subsequent time as may be specified in the notice of resignation.

4.5. Place of Meetings. Meetings of the Board of Directors shall be held at the offices of the Corporation unless otherwise designated by the Board.

4.6. Regular Meetings. Regular meetings of the Board of Directors shall be held at such times as the Board may designate. Notice of regular meetings need not be given.

4.7. Special Meetings. Special meetings of the Board of Directors may be called at any time by the President, a majority of the Board of Directors, or the shareholders. Notice (which need not be written) of the time and place of each special meeting shall be given to each Director at least one day before the meeting.

4.8. Quorum; Voting. A majority of all the Directors in office shall constitute a quorum for the transaction of any business at any meeting, and the acts of a majority of the Directors present at any meeting at which a quorum is present shall be the acts of the Directors, except as otherwise provided in these Bylaws or the Articles of Incorporation. Each Director shall be entitled to one vote.

4.9. Participation. One or more Directors may participate in a meeting of the Board or a committee of the Board by means of conference telephone or any means of communications by which all persons participating in the meeting can hear each other.

4.10. Action Without a Meeting. Any action required to be taken at a meeting of the Board or any of its committees, shall be deemed the action of the Board or the committee, if all Directors or committee members, as the case may be, execute written consents either before or after the action is taken, and the consents are filed with the minutes of the proceedings of the Board or committee.

4.11. Vacancies. Vacancies on the Board of Directors and any newly created directorship shall be filled by a majority vote of the shareholders.

ARTICLE V **OFFICERS**

5.1. Officers and Qualifications. The Corporation shall have a President, a Treasurer, a Secretary and may have such vice presidents, assistant secretaries and other officers as the

Board of Directors may from time to time chose to elect, provided that the President shall always be a physician licensed or otherwise legally authorized to render professional services pursuant to the Pennsylvania Professional Corporation Act. Any number of offices may be held by the same person.

5.2 Election, Term, and Vacancies. The officers of the Corporation shall be elected by the Board of Directors at the annual meeting of the Board or from time to time as the Board shall determine and each officer shall hold office for one (1) year and until his or her successor has been duly elected and qualified or until said officer's earlier death, resignation or removal. A vacancy in any office occurring in any manner may be filled by the Board of Directors and, if the office is one for which these bylaws prescribe a term, shall be filled for the unexpired portion of the term.

5.3 Removal; Resignation.

(a) Removal. Any officer of the Corporation may be removed by the Board of Directors, with or without cause, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer shall not of itself create contract rights.

(b) Resignation. Any officer may resign at any time upon written notice to the Corporation. The resignation shall be effective upon receipt thereof by the Corporation or at such subsequent time as may be specified in the notice of resignation.

5.2 President. The President shall be the chief executive officer of the Corporation, and, subject to the provisions of the Articles of Incorporation, these Bylaws and the Shareholder Agreement, shall have general supervision over the business and operations of the Corporation, and may perform any act and execute any instrument for the conduct of such business and operations. The President shall have and provide the general and active supervision and direction over the other officers, agents and employees and shall see that their duties are properly performed. He or she shall, if present, preside at each meeting of the shareholders and of the Board and shall be an *ex officio* member of all committees of the Board. He or she shall perform all duties incident to the office of the President and such other duties as may from time to time be assigned to him or her by the Board.

5.3 Vice Presidents. Each vice president, if any, shall perform such duties as may be assigned to him or her by the Board of Directors or the President. In the absence or disability of the President, the most senior in rank of the vice presidents, if any, shall perform the duties of the President.

5.4 Secretary. The Secretary shall (a) keep or cause to be kept the minutes of all meetings of the shareholders, the Board of Directors, and any committees of the Board in one or more books kept for that purpose, (b) have custody of the corporate records, stock books and stock ledgers of the Corporation, (c) keep or cause to be kept a register of the address of each shareholder, which address has been furnished to the secretary by such shareholder, (d) see that all notices are duly given in accordance with law, the Articles, and these Bylaws, and (e) in

general perform all the usual duties incident to the office of Secretary and such other duties as may be assigned to him or her by the Board or the President.

5.5 Assistant Secretary. The assistant secretary, if any, or assistant secretaries if more than one, shall perform the duties of the secretary in his or her absence and shall perform such other duties as the Board, the President or the Secretary may from time to time designate.

5.6 Treasurer. The Treasurer shall have general supervision of the fiscal affairs of the Corporation. The Treasurer shall, with the assistance of the President and managerial staff of the Corporation: (a) see that a full and accurate accounting of all financial transactions is made; (b) invest and reinvest the capital funds of the Corporation in such manner as may be directed by the Board, unless such function shall have been delegated to a nominee or agent; (c) deposit or cause to be deposited in the name and to the credit of the Corporation, in such depositories as the Board of Directors shall designate, all monies and other valuable effects of the Corporation not otherwise employed; (d) prepare such financial reports as may be requested from time to time by the board; (e) cooperate in the conduct of any annual audit of the Corporation's financial records by certified public accountants duly appointed by the Board; and (f) in general perform all the usual duties incident to the office of Treasurer and such other duties as may be assigned to him or her by the Board or the President.

ARTICLE VI

LIMITATION OF LIABILITY; INDEMNIFICATION

6.1 Limitation of Liability of Directors. A Director of the Corporation shall not be personally liable for monetary damages for any action taken, or any failure to take any action, unless as set forth in 15 Pa. C.S. §§ 1711-1718 the Director has breached or failed to perform the duties of his or her office referenced thereunder and such breach or failure to perform constitutes self-dealing, willful misconduct or recklessness; provided, however, that the foregoing provision shall not eliminate or limit (i) the responsibility or liability of such Director pursuant to any criminal statute, or (ii) the liability of a Director for the payment of taxes pursuant to local, state or Federal law. Any repeal, modification or adoption of any provision inconsistent with Section 6.1 of these Bylaws shall be prospective only, and neither the repeal or modification of this By-law nor the adoption of any provision inconsistent with this Bylaw shall adversely affect any limitation on the personal liability of a Director of the Corporation existing at the time of such repeal or modification or the adoption of such inconsistent provision.

6.2 Mandatory Indemnification of Directors and Certain Other Persons.

(a) The Corporation shall indemnify any member of the Board of Directors, or any officer or Member of the Medical Executive Committee, and may indemnify any other employee or agent, to the full extent not prohibited by law, who was or is made a party or is threatened to be made a party to or is otherwise involved in (as a witness or otherwise) any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative and whether or not by or in the right of the Corporation or otherwise (hereinafter, a "proceeding"), by reason of the fact that he or she is or was a Director, officer, Medical Executive Committee member, employee or agent of the Corporation or is or was serving at the request of the Corporation as a

director, officer, medical executive committee member, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise (including without limitation service with respect to employee benefit plans), or where the basis of such proceeding is any alleged action or failure to take any action by such person while acting in any such official capacity, against all liability and loss, damages, judgments, expenses (including attorneys' fees and court costs), fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement (whether with or without court approval), actually and reasonably incurred or paid by such person in connection therewith.

(b) Notwithstanding the foregoing, except as provided in Section 6.3 below, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation.

(c) Subject to the limitation set forth above concerning proceedings initiated by the person seeking indemnification, the right to indemnification conferred in this Section 6.2 shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding (or part thereof) or in enforcing his or her rights under this Section 6.2 in advance of the final disposition thereof promptly after receipt by the Corporation of a request therefor stating in reasonable detail the expenses incurred; provided, however, that to the extent required by law, the payment of such expenses incurred by a Director, officer or member of the Medical Executive Committee of the Corporation in advance of the final disposition of a proceeding shall be made only upon receipt of an undertaking, by or on behalf of such person, to repay all amounts so advanced if and to the extent it shall ultimately be determined by a court that he or she is not entitled to be indemnified by the Corporation under this Section 6.2 or otherwise.

(d) The right to indemnification and advancement of expenses provided herein shall continue as to a person who has ceased to be a Director, officer or member of the Medical Executive Committee of the Corporation or to serve in any of the other capacities described herein, and shall inure to the benefit of the heirs, executors and administrators of such person.

6.3 Payment of Indemnification. If a claim for indemnification under Section 6.2 hereof is not paid in full by the Corporation within thirty (30) days after a written claim therefor has been received by the Corporation, the claimant may, at any time thereafter, bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part on the merits or otherwise in establishing his or her right to indemnification or to the advancement of expenses, the claimant shall be entitled to be paid also the expense of prosecuting such claim.

6.4 Non-Exclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of a final disposition conferred in Section 6.2 and the right to payment of expenses conferred in Section 6.3 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses

hereunder may be entitled under any bylaw, agreement, vote of shareholders, vote of Directors or otherwise, both as to actions in his or her official capacity and as to actions in any other capacity while holding that office, the Corporation having the express authority to enter into such agreements or arrangements as the Board of Directors deems appropriate for the indemnification of and advancement of expenses to present or future Directors, officers or member of the Medical Executive Committee as well as employees, representatives or agents of the Corporation in connection with their status with or services to or on behalf of the Corporation or any other corporation, partnership, joint venture, trust or other enterprise, including any employee benefit plan, for which such person is serving at the request of the Corporation.

6.5 Insurance and Other Indemnification. The Board of Directors shall have the power to (a) authorize the Corporation to purchase and maintain, at the Corporation's expense, insurance on behalf of any Corporate Agent to the extent that power to do so has not been prohibited by statute, and (b) give other indemnification to the extent permitted by statute.

ARTICLE VII **SHARE CERTIFICATES AND TRANSFERS**

7.1 Share Certificates. The shareholders of record shall be entitled to a share certificate representing the shares of Common Stock held by such shareholders. Each share certificate shall bear the corporate seal (which may be a facsimile) and the signature of the President and the Secretary or Treasurer of the Corporation. Where a certificate is signed by a transfer agent or registrar, the signature of any corporate officer may be a facsimile.

7.2 Legend. The Shareholder shall execute a Shareholder Agreement by and among the Shareholder, HMPG and the Corporation. Upon execution of the Shareholder Agreement, the Shareholder shall immediately deliver to the Secretary of the Corporation the certificates for the Common Stock owned by the Shareholder, and the Secretary will endorse on the face of each such certificate a legend reading substantially as follows:

"Any sale, assignment, transfer, pledge, or other disposition of the shares of stock represented by this certificate is restricted by and subject to, the terms and provisions of the Shareholder Agreement, dated as of _____.
A copy of said Agreement is on file in the offices of the Corporation. By acceptance of this certificate the holder hereof agrees to be bound by the terms of said Agreement."

7.3 Transfers. Transfers of share certificates and the shares represented thereby shall be made on the books of the Corporation only by the registered holder or by duly authorized attorney. Transfers shall be made only on surrender of the share certificate or certificates and are subject to the Shareholder Agreement.

ARTICLE VIII
CONFLICTS OF INTEREST

8.1. **Conflicts.** A contract or transaction between the Corporation and one or more of its Directors, officers or members of the Medical Executive Committee, or between the Corporation and any other domestic or foreign corporation for profit or not-for-profit, partnership, joint venture, trust or other enterprise in which one or more of this Corporation's Directors, officers or members of the Medical Executive Committee are directors or officers or have a financial or other interest, shall not be void or voidable solely for that reason, or solely because the common or interested Director, officer or member of the Medical Executive Committee is present at or participates in the meeting of the Board that authorizes the contract or transaction, or solely because the common or interested Director's or officer's vote is counted for such purpose, if: (a) the material facts as to the relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors and the Board authorizes the contract or transaction by the affirmative vote of a majority of the disinterested Directors even though the disinterested Directors are less than a quorum; or (b) if subject to a vote by the shareholders, the material facts as to the Director, officer or Medical Executive Committee member's relationship or interest and as to the contract or transaction are disclosed or are known to the shareholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of those shareholders; or (c) the contract or transaction is fair as to this Corporation as of the time it is authorized, approved or ratified by the Board of Directors or the shareholders, as applicable. Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors which authorizes a contract or transaction specified in this Section 8.1

ARTICLE IX
COMMITTEES

9.1 **Committees.** The Board of Directors may, by resolution adopted by a majority of the Directors, establish one or more committees, each committee to consist of one or more Directors appointed by the Board. The Directors appointed may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Any such committee, to the extent provided by resolution of the Board of Directors or in these Bylaws, shall have and exercise the authority of the Board of Directors, except that no such committee shall have any power or authority as to the following:

- (a) The submission to the shareholders of the Corporation of any action requiring the approval of the shareholder(s) under the Articles of Incorporation, these Bylaws or the Pennsylvania Professional Corporation Act;
- (b) The filling of any vacancies on the Board of Directors;
- (c) The adoption, amendment or repeal of the Bylaws or the Articles of Incorporation;
- (d) The amendment or repeal of any resolution of the Board;

- (e) Action on matters committed by the Bylaws or resolution of the Board of Directors to another committee of the Board; or
- (f) The purchase, mortgage, leasing, sale or disposal of real estate.

9.2 Minutes. Minutes of the meetings of the committees shall be recorded and sent to the Board of Directors.

ARTICLE X

MEDICAL EXECUTIVE COMMITTEE

10.1. Establishment of Medical Executive Committee. The Board of Directors shall establish a Medical Executive Committee ("MEC"), whose membership shall be composed entirely of physicians licensed or otherwise legally authorized to render professional services pursuant to the Pennsylvania Professional Corporation Act. The MEC, acting in conjunction and cooperation with the President of the Corporation, shall have exclusive authority and control over all professional activities of all employees and agents of the Corporation at any time and from time to time, which activities may not then legally be performed or controlled by persons who are not licensed physicians in the Commonwealth of Pennsylvania. The powers of the MEC shall be as set forth in, and the business and affairs of the MEC shall be regulated by, such bylaws as the MEC may adopt from time to time, subject to approval by the Board of Directors. The MEC bylaws may be amended from time to time, subject to approval by the Board of Directors.

ARTICLE XI

GENERAL PROVISIONS

11.1 Corporate Seal. The Corporation may have a corporate seal which shall have inscribed thereon the name of the Corporation, the year of organization, and the words "Corporate Seal - Pennsylvania" or such inscription as the Board of Directors may determine. The seal may be used by causing it or a facsimile thereof to be impressed or affixed, or in any manner reproduced.

11.2 Fiscal Year. The fiscal year of the Corporation shall end on the 31st day of December in each year.

11.3 Amendments. The Articles of Incorporation and these Bylaws may be amended or repealed at any annual or special meeting of shareholders by vote of holders of a majority of the outstanding stock entitled to vote. Notice of any such annual or special meeting of shareholders shall set forth the proposed change or a summary thereof.

ADOPTED: As of November 29, 2011

DIVIDER SHEET

SECOND AMENDED AND RESTATED
BY-LAWS
OF
PREMIER MEDICAL ASSOCIATES, P.C.

ARTICLE I
MEETINGS OF SHAREHOLDERS

Section 1. Place of Meetings. Meetings shall be held at the principal office of Premier Medical Associates, P.C., or at such other place within or without the Commonwealth of Pennsylvania as shall be fixed by the Board of Directors.

Section 2. Annual Meetings. The annual meeting of the Shareholders shall be held on the 15th of October of each year, or on any such day in October as may be designated by the Board of Directors for the purpose of electing Directors and for the transaction of such other business as may come before the meeting.

Section 3. Special Meetings. Special meetings of the Shareholders may be called at any time and for any purpose by the President, or by the Board of Directors, or by the holders of not less than one-fifth (1/5th) of all the outstanding shares of the Corporation entitled to vote at the meeting.

Section 4. Notice of Meetings. Notice stating the place, day, and hour of any meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given by the Secretary, or by the officer or persons calling the meeting, to each Shareholder of record entitled to vote at such meeting, at such address as appears upon the records of the Corporation, at least five days before the date of the meeting; provided that such notice shall be given at least ten days before a meeting of shareholders if this meeting is to consider a fundamental change under Chapter 19 of the Pennsylvania Business Corporation

Law. If no designation of the place is made in the notice, it shall be held at the principal office of the Corporation in the State of Pennsylvania. When a meeting is adjourned, it shall not be necessary to give any notice of the adjourned meeting or of the business to be transacted at an adjourned meeting other than by announcement at the meeting at which such adjournment is taken.

Section 5. Voting by Shareholders. Each Shareholder shall be entitled at every meeting of Shareholders to one vote for each share of stock registered in his or her name on the books of the Corporation.

Section 6. Quorum. A majority of the outstanding shares of the Corporation entitled to vote, represented in person, shall constitute a quorum at a meeting of Shareholders. If less than a majority of the outstanding shares are represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The Shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Shareholders to leave less than a quorum.

ARTICLE II

BOARD OF DIRECTORS

Section 1. General Powers. The business and affairs of the Corporation shall be managed by its Board of Directors.

Section 2. Number. The Board of Directors shall consist of eight (8) members. Of the eight (8) members of the Board of Directors, seven (7) of the Directors shall be Premier Directors and one (1) of the Directors shall be a Highmark Director.

Section 3. Election. The Board of Directors shall be elected by the Shareholders at the annual meeting in accordance with the terms set forth in this Article II. The Premier Directors shall be classified with respect to their terms of office into three (3) classes of directors, each of which shall consist as nearly as possible of one-third ($1/3^{rd}$) of the total number of Premier Directors. Each Premier Director shall be elected to serve for a three (3) year term or until his or her successor shall be elected and shall qualify. The Highmark Director shall be elected to serve for a three (3) year term or until his or her successor shall be elected and shall qualify. Upon demand made by any Shareholder before the voting begins, the election of Directors shall be by ballot. The candidates receiving the greatest number of votes shall be elected. Each share shall be entitled to one vote. The Shareholders shall only elect Directors only from the names that are selected pursuant to Section 4.

Section 4. Premier Directors. At least thirty (30) days prior to the scheduled date of a shareholder meeting at which any class of the seven (7) Premier Directors are to be elected the Board of Directors shall initiate a nominating process conducted as follows. Those physician employees of the Corporation who have been employed by the Corporation on a full-time basis for a minimum of one year immediately preceding the date of such shareholder meeting shall nominate, by majority vote of such physician employees, and forward to the Secretary, and the Secretary shall promptly forward to the Board of Directors for review and approval, the list of nominees for election as a Premier Director. The Board of Directors may further define the process by which such vote is conducted, in accordance with this section. For purposes of this paragraph, "full-time basis" shall be defined as a minimal annual productivity of 3,500 WRVUs, as measured by Medicare standards, for the twelve month period ending on the last day of the month immediately preceding the date at which the nominating process is initiated. The Corporation shall prepare a list of those individuals eligible to participate in the nominating process. The list of such nominees shall make up the nominees for the Premier Director that are to be voted on by the shareholders at such shareholder meeting. From the list of nominees, the shareholders, at the meeting at which directors are to

be elected, shall elect such class of the seven (7) Premier Directors as the case may be. As of the certification date of these Second Amended and Restated By-Laws of the Corporation, the Premier Directors shall be those seven (7) Directors of the Corporation who were Directors on the date immediately preceding the date hereof, and such Directors shall have remaining terms of office equal to those held as of the date of such certification.

Section 5. Highmark Director. At least thirty (30) days prior to the scheduled date of a shareholder meeting at which the Highmark Director is to be elected, Highmark shall prepare and forward to the Secretary, and the Secretary shall promptly forward to the Board of Directors, the list of nominees for election as Highmark Director. Such list of nominees shall make up the nominees to be voted on for the Highmark Director by the shareholders at such shareholder meeting. From the list of nominees, the shareholders, at the meeting at which directors are to be elected, shall elect one director as the Highmark Director. As of the certification date of these Second Amended and Restated By-Laws of the Corporation, the Highmark Director shall be _____.

Section 6. Meetings. Meetings shall be held at the principal office of the Corporation or at such other place within or without the Commonwealth of Pennsylvania as shall be fixed by the Board of Directors. A regular meeting of the Board of Directors shall be held without notice immediately after, and at the same place as, the Annual Meeting of Shareholders. The Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution. Special meetings of the Board of Directors may be called by or at the request of any three of the Directors, one of which must be the Highmark Director, by giving three (3) days' notice to each Director. Notice of said meeting shall contain the time, place and purpose for calling said meeting. Subject to the Reserve Powers of the Highmark Director enumerated herein, the acts of a majority of the Directors present and voting at a meeting at which a quorum is present shall be the acts of the Board of Directors.

Section 7. Vacancies. Any vacancy occurring in the Premier Directors shall be filled by the affirmative vote of a majority of the remaining Premier Directors, though less than a quorum. Any vacancy of a Highmark Director shall be filled by the vote of the shareholders duly called and held as soon as practical after such vacancy occurs, or by unanimous consent of the shareholders. Each Director so elected shall serve until the next annual meeting of the Shareholders, and until his or her successor is elected and qualified.

Section 8. Powers of Directors and Powers Delegated to Highmark Inc.

(a) Generally. The Directors, subject to the Powers Delegated to Highmark Inc. and the Reserve Powers of the Highmark Director, shall have the general management and control of the business and affairs of the Corporation and shall exercise all powers necessary and proper for the operation of the Corporation except such powers as are by statute, the Articles of Incorporation, the By-Laws or otherwise directed or required to be exercised by the Shareholders. Subject to the Powers Delegated to Highmark Inc. and the Reserve Powers of the Highmark Director, any action of the Directors shall be authorized upon receiving the affirmative vote of a majority of the votes cast by the Directors.

(b) Powers Delegated to Highmark Inc. The following actions of the Board of Directors shall be carried out, within the sole discretion of the Highmark Inc. as actions of the Board of Directors without the necessity of a Board of Directors meeting or Shareholders meeting nor requiring any further action or consent of the Board of Directors;

- (1) The approval of the Corporation's strategic plan;
- (2) The approval of the Corporation's annual budget, subject to the budget process set forth in the Operations Agreement executed by the Company simultaneously with the adoption of these Bylaws (here in after the "Operations Agreement");
- (3) The Highmark Inc. executive who shall initially participate in these actions on behalf of Highmark Inc. shall be John Paul. The Highmark Director shall have the exclusive authority as an action of the

Board of Directors without the necessity of a Board of Directors meeting or Shareholders meeting nor requiring any further action or consent of the Board of Directors to appoint the successor Highmark executive to John Paul.

(c) Reserve Powers of the Highmark Director. The following actions of the Board of Directors shall be carried out, within the sole discretion of the Highmark Director or the Shareholder, as actions of the Board of Directors without the necessity of a Board of Directors meeting or Shareholders meeting nor requiring any further action or consent of the Board of Directors:

(1) The termination of any physician employed by the Corporation when the Corporation has not terminated such physician and the Highmark Director has, in good faith, determined the physician has not adhered to the Corporate Code of Conduct which is applicable to Company's employees.

(2) To the extent not otherwise addressed in the Corporation's strategic plan or budget, the approval of any physician employment contract that deviates significantly in form to the employment contracts of other similarly situated physicians employed by Corporation.

(3) To the extent not otherwise addressed in the Corporation's strategic plan or budget, the approval of any contract to which the Corporation is a party that will or may have a duration in excess of two (2) years;

(4) To the extent not otherwise addressed in the Corporation's strategic plan or budget, the approval of any contract to which the Corporation is a party that will require an expenditure of the Corporation in the aggregate in excess of One Hundred Fifty Thousand Dollars (\$150,000).

(5) The approval and implementation of any fundamental change of the Corporation as such term is defined with the Pennsylvania Business Corporation Law of 1988;

(6) To the extent not otherwise addressed in the Corporation's strategic plan or budget, the determination of all medical staff privileges applications of each physician employee of the Corporation, including the immediate resignation of such medical staff privileges upon the direction of the Highmark Director or Shareholder. Provided that if such unilateral decision by the Highmark Director (i) results in the Corporation's Net Revenue (i.e. Gross Charges minus Contractual Allowances) being less for the fiscal year end for which such unilateral decision was implemented than the Corporation's Net Revenue for the immediately preceding fiscal year end and (ii) such reduction in Net Revenue is attributable to such unilateral decision by the Highmark Director, Highmark shall contribute the difference in the amount of Net Revenues to the Corporation;

(7) To the extent not otherwise addressed in the Corporation's strategic plan or budget, the approval of all facilities and locations at which the Corporation's employees may provide professional medical services. Provided that if such unilateral decision by the Highmark Director (i) results in the Corporation's Net Revenue (i.e. Gross Charges minus Contractual Allowances) being less for the fiscal year end for which such unilateral decision was implemented than the Corporation's Net Revenue for the immediately preceding fiscal year end and (ii) such reduction in Net Revenue is attributable to such unilateral decision by the Highmark Director, Highmark shall contribute the difference in the amount of Net Revenues to the Corporation;

(8) To the extent not otherwise addressed in the Corporation's strategic plan or budget, the approval of all contracts for reimbursement

for professional medical services including the establishment of all fees schedules for the provision of services of all medical providers employed by the Corporation, specifically including, but not limited to any contracts with Medicare, Medicaid, Champus or UPMC to the extent such contract or fee schedule is materially different from those in effect as of December 1, 2011. Provided that if such unilateral decision by the Highmark Director (i) results in the Corporation's Net Revenue (i.e. Gross Charges minus Contractual Allowances) being less for the fiscal year end for which such unilateral decision was implemented than the Corporation's Net Revenue for the immediately preceding fiscal year end and (ii) such reduction in Net Revenue is attributable to such unilateral decision by the Highmark Director, Highmark shall contribute the difference in the amount of Net Revenues to the Corporation;

(9) To the extent not otherwise addressed in the Corporation's strategic plan or budget, the approval of the Corporation's or the Corporation's employees participation in or compliance with any accountable care organization, or any organization similar thereto. Provided that if such unilateral decision by the Highmark Director (i) results in the Corporation's Net Revenue (i.e. Gross Charges minus Contractual Allowances) being less for the fiscal year end for which such unilateral decision was implemented than the Corporation's Net Revenue for the immediately preceding fiscal year end and (ii) such reduction in Net Revenue is attributable to such unilateral decision by the Highmark Director, Highmark shall contribute the difference in the amount of Net Revenues to the Corporation;

(10) The Corporation's or any of the Corporation's employees adherence to any compliance plan implemented by Highmark or any government entity;

(11) The Corporation's or any of the Corporation's employees adherence to any applicable federal or state statute or regulation;

(12) The approval and implementation of any physician compensation, bonus and bonus retention plans of the Corporation that materially deviate from the Corporation's physician compensation, bonus and bonus retention plans in effect on December 1, 2011;

(13) The approval of compensation, in excess of or in addition to compensation for professional medical or medical directorship services, of directors or any other person serving on any committee created pursuant to these bylaws for their services to the Corporation that materially deviates from such compensation of directors or any other person serving on any committee created pursuant to these bylaws in effect on December 1, 2011;

(14) The approval of compensation paid to all officers of the Corporation that materially deviates from the Corporation's officer compensation plans in effect on December 1, 2011;

(15) To the extent not otherwise addressed in the Corporation's strategic plan or budget, the approval of all loans or leases to be entered into by the Corporation that require payment of an annual amount greater than \$150,000;

(16) The approval of all related party transactions;

(17) To the extent not otherwise addressed in the Corporation's strategic plan or budget, the selection of all professional advisors of the Corporation and the Board of Directors, including but not limited to legal counsel and certified public accountants to the extent such advisor shall be compensated in an amount greater than \$50,000 annually;

(18) The issuance of any share(s) of stock of the Corporation or the declaration of any dividend by the Corporation.

Section 9. Quorum. At all meetings of the Board of Directors, a majority of the Directors, one of which must be the Highmark Director, shall be necessary and sufficient to constitute a quorum for the transaction of business. A quorum shall not be present if the Highmark Director is absent from the meeting.

Section 10. Presumption of Assent. A Director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

Section 11. Removal of Directors. The Board of Directors, at any meeting of the Board of Directors, may declare vacant the office of a Premier Director who has been judicially declared of unsound mind or who has been convicted of an offense punishable by imprisonment or for dishonesty, conflict of interest, actions injurious to the Corporation, misconduct in office or substantial nonperformance or failure to perform with the standard of care established in these By-Laws. In the event a Premier Director is removed, he or she shall only be replaced by a Premier Director. Only the Shareholder may remove the Highmark Director and appoint the successor Highmark Director.

ARTICLE III

MEETINGS AND NOTICES

Section 1. Waiver of Notice. Unless otherwise provided by law, whenever any notice is required to be given to any Shareholder or Director of the Corporation under the provisions of these By-Laws or under the provisions of the articles of incorporation, a waiver

thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, will be deemed equivalent to the giving of such notice. Except in the case of a special meeting of Shareholders or Directors, neither the business to be transacted nor the purpose of the meeting need be specified in the waiver of notice of such meeting. Attendance of a person either in person or by proxy will constitute a waiver of notice of such meeting, except where such person attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

Section 2. Conference Call Meetings. One or more Shareholders or Directors may participate in a Shareholders' meeting or in a meeting of the Board of Directors or a committee of the Board of Directors by means of conference telephone or similar communications equipment so long as all persons participating in the meeting can hear each other.

Section 3. Written Action in Lieu of Meeting. Any action which may be taken at a meeting of Shareholders, or any class of Shareholders, Directors or the members of any committee thereof, may be taken without a meeting, if a consent or consents in writing setting forth the action so taken is signed by all Shareholders entitled to vote at a meeting for such purpose, or Directors or members of any committee thereof, as the case might be, and filed with the Secretary of the Corporation.

ARTICLE IV

OFFICERS

Section 1. Number. The officers of the Corporation shall consist of a President, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. Any two or more offices may be held by one person, and none of the officers need be Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors.

Section 2. President. The President shall be the principal executive officer of the Corporation, and subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Corporation; provided, however the President may not take any action which has been enumerated as a Reserve Power in Article II, Section 8. herein. The President shall, when present, preside at all meetings of the Shareholders and of the Board of Directors. The President may sign, with the Secretary or any other proper officer of the Corporation thereunto authorized by the Board of Directors, certificates for shares of the Corporation, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 3. Secretary. The Secretary shall keep a record of the minutes of the proceedings of meetings of Shareholders and Directors, and shall give notice as required by these By-Laws of all such meetings. The Secretary shall have custody of all books, records and papers of the Corporation, except such as shall be in the charge of the Treasurer or of some other person authorized to have custody and possession thereof by resolution of the Board of Directors. The Secretary shall also be the custodian of the seal of the Corporation and shall keep a register of the post office address of each Shareholder, which shall be furnished to the Secretary by such Shareholder. In addition, in the absence of the President, or in the event of the President's death, inability or refusal to act, the Secretary shall perform the duties of the President, subject to the limitations enumerated in Article IV, Section 2 herein, and when so acting shall have all the powers of and be subject to all the restrictions upon the President.

Section 4. Treasurer. The Treasurer shall keep accounts of all moneys received and disbursed by the Corporation, and shall deposit or cause to be deposited all moneys and valuables of the Corporation in its name and to its credit in such banks and depositories as the Board of Directors shall designate. The Treasurer or the Secretary shall counter-sign all certificates of ownership in the Corporation.

Section 5. Other Officers. The duties and powers of other officers who may from time to time be chosen by the Board of Directors shall be as specified by the Board of Directors, provided the Highmark Director approves, pursuant a Board of directors resolution such officers and duties.

Section 6. Election, Term of Office and Compensation. The officers shall be elected at the first meeting of the Board of Directors after the annual meeting of the Shareholders, and shall hold office until removed by the Board or until their respective successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the whole Board, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. The compensation of all officers shall be fixed by the Board of Directors, subject to the approval of the Highmark Director. The Board of Directors shall choose officers to fill any vacancies in office as they occur from time to time.

Section 7. Additional Duties of Officers. The Board of Directors may from time to time by resolution, increase or add to the duties of the President, Treasurer or Secretary, or of any other officer chosen and appointed under the provisions of this Article.

ARTICLE V

PERSONAL LIABILITY AND STANDARD OF CARE

Section 1. Personal Liability. Except for the responsibility or liability of a Director pursuant to any criminal statute or the liability of a Director for the payment of taxes

pursuant to local, state or Federal law, a Director of the corporation shall not be personally liable for monetary damages for any action taken or any failure to take any action, unless (a) such Director has breached or failed to perform his or her duties as a Director, including his or her duties as a member of any committee of the Board of Directors upon which he or she may serve, pursuant to the standard of care set forth below, and (b) such breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.

Section 2. Standard of Care. (a) Each Director of the Corporation shall stand in a fiduciary relation to the Corporation and shall perform his or her duties as a Director, including his or her duties as a member of any committee of the Board upon which he or she may serve, in good faith, in a manner he or she reasonably believes to be in the best interests of the Corporation, and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. In performing his or her duties, a Director shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

- (1) One or more officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent in the matters presented.
- (2) Counsel, public accountants or other persons as to matters which the director reasonably believes to be within the professional or expert competence of such person.
- (3) A committee of the Board upon which the Director does not serve, duly designated in accordance with the law, as to matters within its designated authority, which committee the Director reasonably believes to merit confidence.

A Director shall not be considered to be acting in good faith if he or she has knowledge concerning the matter in question that would cause his or her reliance to be unwarranted.

(b) In discharging the duties of their respective positions, the Board of Directors, committees of the Board and individual Directors may, in considering the best interests of the Corporation, consider the effects of any action upon employees, upon suppliers

and customers of the Corporation and upon communities in which offices or other establishments of the Corporation are located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of subsection (a).

(c) Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as a Director or any failure to take any action shall be presumed to be in the best interests of the Corporation.

ARTICLE VI INDEMNIFICATION

Section 1. Standards. The Corporation will reimburse or indemnify each Director and officer of the Corporation (and of any other corporation for which the Director or officer serves at the request of the Corporation) for or against all liabilities and expenses reasonably incurred by or imposed upon him or her in connection with or resulting from any claim, action, suit or proceeding, whether the same is a civil, criminal, administrative or investigative claim, action, suit or proceeding, whether or not brought by or in the name of the Corporation or such other Corporation, in which he or she may become involved as a party or otherwise by reason of his or her being or having been such Director or officer, or by reason of any action taken or not taken in such capacity, whether or not he or she continues to be such at the time liabilities or expenses are incurred and whether or not such action or omission to act occurred before or after the adoption of these By-Laws, provided that in respect of any action by or in the right of the Corporation or such other corporation, the act or failure to act giving rise to the claim for indemnification of expenses is not determined by a court to have constituted willful misconduct or negligence. Notwithstanding the foregoing, no officer or Director of the Corporation shall be entitled to indemnification for expenses, penalties or other payments incurred in an administrative proceeding or action instituted by an appropriate bank regulatory agency, which proceeding or action results in a final order assessing civil money penalties or

requiring affirmative action by an individual or individuals in the form of payment to the Corporation. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, will not, of itself, create a presumption that the person did not act in good faith and in a manner which 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 reasonable cause to believe that his or her conduct was unlawful.

Section 2. Definitions. As used in this Article VI, the term "liabilities and expenses" will include but not be limited to counsel fees, expenses and disbursements and amounts of judgments, fines or penalties against, and amounts paid in settlement by, a Director or officer, but will not include amounts paid to the Corporation itself (or to such other corporation) unless approved by a court having jurisdiction of such claim, action, suit or proceeding.

Section 3. Basis of Indemnification. Where such person has been wholly successful on the merits in such action, or where indemnification of such person has been awarded by a court, he or she will be entitled to indemnification as of right; otherwise, including any instances where such action is terminated by a settlement, the Corporation will reimburse or indemnify him or her only if it is determined that such person has met the standards set forth in Article V, Section 2, either by the Board of Directors, acting by a quorum consisting of two or more members of the Board other than those involved in the action, or if there are not at least two members then in office other than those involved in the action, by independent legal counsel, who will deliver to the Corporation his or her written advice to such effect, which advice will be binding and conclusive as if it were the advice and decision of the Board of Directors acting as aforesaid.

Section 4. Expenses. Expenses, including without limitation, legal fees, expenses and disbursements, incurred with respect to any action may be advanced by the

Corporation prior to the final disposition thereof, upon receipt of an undertaking by such person to repay any amounts for which it will ultimately be determined that he or she is not entitled to indemnification.

Section 5. Nonexclusive Right. The foregoing right of reimbursement or indemnification is not exclusive of other rights to which any such person may otherwise be entitled.

Section 6. Continuation of Right. The foregoing right of reimbursements or indemnification shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a Director or officer and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 7. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director or officer of the Corporation, or is or was serving at the request of the Corporation as a Director or officer of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this Article VI.

Section 8. Indemnification Fund. The Corporation may create a fund, which may be under the control of a trustee, or otherwise secure in any manner its indemnification obligations, whether arising from the provisions of this Article VI or in accordance with applicable law.

ARTICLE VII

OWNERSHIP

Section 1. Certificates Evidencing Shares. Share certificates in the Corporation shall be in a form adopted by the Board of Directors and shall be signed by the President and

counter-signed by the Secretary or Treasurer. All such certificates shall be numbered consecutively, and the name of the person owning the shares represented thereby, with the number of such shares and the date of issue, shall be entered on the books of the Corporation.

Section 2. Lost Certificates. If a share certificate shall be lost or destroyed, the Board of Directors, upon proof satisfactory to it of such destruction or loss and upon the execution of such indemnity, if any, as in its judgment is adequate, shall cause to be issued a new certificate in substitution for the certificates so lost or destroyed.

ARTICLE VIII

TERM OF EXISTENCE

The term of existence of the Corporation shall be perpetual or until dissolved by the vote of three-fourths (3/4ths) of the outstanding shares, which vote shall be taken at a regular or special meeting held after notice duly given at least sixty (60) days prior to said meeting; provided, however, that an affirmative vote to dissolve the Corporation shall be subject to review and approval by the Board of Directors. Neither death, bankruptcy, resignation, expulsion, insanity, retirement, transfer nor redemption of the interest of any Shareholder shall cause its dissolution.

ARTICLE IX

AMENDMENTS

The Highmark Director, acting alone and without the necessity of any consent of the Premier Directors shall have the exclusive authority to make, alter, amend and repeal these By-Laws. Provided, however, if the Corporation operates pursuant to the Operations Agreement, and each fiscal year, the Net Income (i.e. Net Revenue minus Expenses) is not less than Ninety Percent (90%) of the projected Net Income, after adjustment for any unilateral decision of the Highmark Director under Article II, Section 8(c), of the budgets adopted pursuant the terms herein, these Bylaws shall not be amended or repealed for a period

commencing on the date these Bylaws are adopted, for five years, unless a majority of the Premier Directors and the Highmark Director agree to such amendment or repeal. Thereafter, these By-Laws shall not be amended or repealed for another five years so long as the Corporation operates pursuant to the Operations Agreement, and each fiscal year, the Net Income (i.e. Net Revenue minus Expenses) is not less than Ninety Percent (90%) of the projected Net Income of the budgets adopted pursuant the terms herein unless a majority of the Premier Directors and the Highmark Director agree to such amendment or repeal.

CERTIFICATION

I hereby certify that the foregoing are the By-laws of Premier Medical Associates, P.C., a Pennsylvania professional corporation, and that such Second Amended and Restated By-laws are in full force and effect as of the date hereof.

Date: December 31, 2011


Secretary
vice President

DIVIDER SHEET

OPERATING AGREEMENT
OF
HMPG PROPERTIES NORTH LLC

This Operating Agreement (the "Agreement") has been adopted by HMPG Inc., a Pennsylvania corporation, as the sole member (the "Member") of HMPG Properties North LLC, a Pennsylvania limited liability company (the "Company"), effective as of November 1, 2011.

1. Purpose. The object and purpose of, and the nature of the business to be conducted and promoted by, the Company is engaging in any lawful act or activity for which limited liability companies may be formed under the Pennsylvania Limited Liability Company Law, 15 Pa.C.S. § 8901, et seq., as amended from time to time (the "Act"), and engaging in any and all lawful activities necessary or incidental to the foregoing.

2. Member. The name and address of the Member is:

HMPG Inc.
120 Fifth Avenue
Pittsburgh, PA 15222

3. Management.

(a) The business and affairs of the Company shall be managed by the Member. The Member, on behalf of the Company, shall have the power to do any and all acts necessary or convenient to, or for the furtherance of, the business and affairs of the Company.

(b) The Member may appoint by written resolution officers and agents of the Company to which the Member may delegate by written resolution whatever duties, responsibilities and authority the Member may desire. Any officer or agent may be removed by the Member at any time by written resolution.

(c) If an officer of the Company is appointed by the Member and given a title that is used by officers of a business corporation, the Member shall be deemed to have delegated to the officer the duties, responsibilities and authority that would be exercised by an officer of a business corporation with the same title, unless the Member provides otherwise by written resolution.

4. Title to Company Property. All real and personal property shall be acquired in the name of the Company and title to any property so acquired shall vest in the Company itself rather than in the Member.

5. Compensation of Member. The Member may be reimbursed for all expenses incurred in managing the Company and may, at the election of the Member, be entitled to compensation for management services rendered, in an amount to be determined from time to time by the Member.

6. Distributions. Distributions shall be made to the Member (in cash or in kind) at the times and in the aggregate amounts determined by the Member and as permitted by applicable law.

7. Elections. The Member may make any tax elections for the Company allowed under the Internal Revenue Code of 1986, as amended, or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company.

8. Assignability of Membership Interest. The economic interest of the Member in the Company is assignable, in whole or in part, either voluntarily or by operation of law.

9. Admission of Additional Members. Additional members of the Company may be admitted to the Company at the direction of the Member only if a new operating agreement or an amendment and restatement of this Agreement is executed.

10. Liability of the Member. The Member shall not have any liability for the debts, obligations or liabilities of the Company or for the acts or omissions of any other member, officer, agent or employee of the Company except to the extent provided in the Act. The failure of the Member to observe any formalities or requirements relating to the exercise of the powers of the Member or the management of the business and affairs of the Company under this Agreement or the Act shall not be grounds for imposing liability on the Member for liabilities of the Company.

11. Indemnification. The Company shall indemnify the Member and those authorized officers, agents and employees of the Company identified in writing by the Member as entitled to be indemnified under this section for all costs, losses, liabilities and damages paid or accrued by the Member (as the Member or as an officer, agent or employee) or any such officer, agent or employee in connection with the business of the Company, except to the extent prohibited by the laws of the Commonwealth of Pennsylvania. In addition, the Company may advance costs of defense of any proceeding to the Member or any such officer, agent or employee upon receipt by the Company of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that the person is not entitled to be indemnified by the Company.

12. Dissolution.

(a) The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (i) the written direction of the Member, or (ii) the entry of a decree of judicial dissolution under the Act. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause a dissolution of the Company.

(b) Upon dissolution, the Company shall cease carrying on any and all business other than the winding up of the Company business, but the Company is not terminated and shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the Act. Upon the winding up of the Company, the Company's property shall be distributed (i) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company's liabilities; and (ii) then to the Member. Such distributions shall be in cash or property or partly in both, as determined by the Member.

13. Conflicts of Interest. Nothing in this Agreement shall be construed to limit the right of the Member to enter into any transaction that may be considered to be competitive with, or a business opportunity that may be beneficial to, the Company. The Member does not violate a duty or obligation to the Company merely because the conduct of the Member furthers the interests of the Member. The Member may lend money to and transact other business with the Company. The rights and obligations of the Member upon lending money to or transacting business with the Company are the same as those of a person who is not the Member, subject to other applicable law. No transaction with the Company shall be void or voidable solely because the Member has a direct or indirect interest in the transaction.

14. Governing Law. This Agreement shall be governed by, and interpreted and enforced in accordance with, the substantive laws of the Commonwealth of Pennsylvania, without reference to the conflicts of law rules of that or any other jurisdiction.

15. Entire Agreement. This Agreement constitutes the entire agreement of the Member with respect to the subject matter hereof and supersedes all prior agreements, express or implied, oral or written, with respect thereto. The express terms of this Agreement control and supersede any course of performance or usage of trade inconsistent with any of the terms hereof.

16. Amendment. This Agreement may be amended or modified from time to time only by a written instrument executed by the Member.

17. Rights of Creditors and Third Parties. This Agreement is entered into by the Member solely to govern the operation of the Company. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person other than the heirs, personal representatives, successors and assigns of the Member. Except and only to the extent provided by applicable statute, no creditor or third party shall have any rights under this Agreement or any agreement between the Company and the Member, with respect to the subject matter hereof.

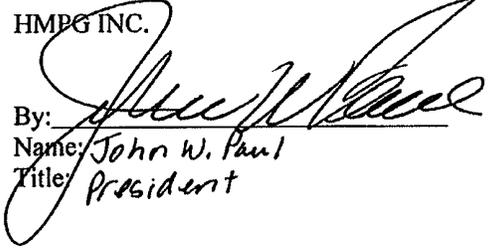
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[Signature Page to HMPG Properties North LLC - Operating Agreement]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, has adopted this Operating Agreement on the date first above written.

MEMBER:

HMPG INC.

By: 

Name: John W. Paul

Title: President

DIVIDER SHEET

CONFIDENTIAL

SILVER RAIN MANAGEMENT, LLC

OPERATING AGREEMENT

Dated as of January 10, 2012

PA ENTITY NUMBER: 3958984

**OPERATING AGREEMENT
OF
SILVER RAIN MANAGEMENT, LLC**

This declaration is the Operating Agreement (the "*Agreement*") dated as of January 10, 2012 made by HMPG PROPERTIES NORTH, LLC, in co/of 120 Fifth Avenue, Suite 3111, Pittsburgh, PA 15222, the sole member of the limited liability company created by this Agreement. Unless the context otherwise requires, terms that are capitalized and not otherwise defined in context have the meanings set forth or cross referenced in Article II of this Agreement.

**ARTICLE I
ORGANIZATION.**

1.1 Formation of Company; Term. The Company is a limited liability company under the Act, governed by this Agreement. The Company is an entity created by this Agreement and the execution and filing with the Pennsylvania Department of State a Certificate of Organization of the Company on or about June 1, 2010. Unless sooner dissolved and liquidated by action of the Member, the Company is to continue in perpetuity.

1.2 Name. The name of the Company is SILVER RAIN MANAGEMENT, LLC.

1.3 Purpose of the Company; Business. The purpose of the Company is to engage in and carry on any lawful business, purpose or activity for which limited liability companies may be formed under the Act.

1.4 Principal Place of Business, Office, and Agent. The registered office of the Company in Pennsylvania is 120 Fifth Avenue, Suite 3111, Pittsburgh, PA 15222. The Member may, from time to time, change the statutory agent or the principal place of business of the Company, without reflecting the change in this Agreement.

1.5 Fictitious Business Name Statement; Other Certificates. The Member will, from time to time, register the Company as a foreign limited liability company and file fictitious or trade name statements or certificates in those jurisdictions and offices as the Member considers necessary or appropriate. The Company may do business under any fictitious business names approved by the Member. The Member will, from time to time, file or cause to be filed certificates of amendment, certificates of cancellation, or other certificates as the Member reasonably considers necessary or appropriate under the Act or under the law of any jurisdiction in which the Company is doing business to establish and continue the Company as a limited liability company or to protect the limited liability of the Member.

ARTICLE II DEFINITIONS

"Act" means the Pennsylvania Limited Liability Company Law of 1994, as amended from time to time. Any reference to the Act automatically includes a reference to any subsequent or successor limited liability company law in Pennsylvania.

"Affiliate" means, with respect to any person, any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with the specified person. A Person controls another Person if that Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the "controlled" Person, whether through ownership of voting securities, by contract, or otherwise.

"Agreement" means this Agreement as amended from time to time.

"Company" means SILVER RAIN MANAGEMENT, LLC.

"Covered Person" means the Member, any Manager, Officer, employee or agent of the Company and any employee, representative, agent or Affiliate of the Member.

"Interest" means a membership interest in the Company, including any and all benefits to which the Member is entitled under this Agreement and the obligations of the Member under this Agreement.

"Officers" means the officers of the Company appointed and acting, from time to time, under Section 4.3(a).

"Person" or **"Persons"** means any natural person and any corporation, firm, partnership, trust, estate, limited liability company, or other entity resulting from any form of association.

ARTICLE III CAPITALIZATION; ECONOMICS

3.1 Capital. The Member may, but is not required to, make contributions to the capital of the Company. The Company is to finance its operations independently of the Member and without its financial support.

3.2 Capital Accounts; Allocations. All items of income, gain, loss, and deduction will be allocated to the Member. The Company will keep a record of the Member's contributions to the Company, the Company's income, gains, losses, and deductions, and its distributions to the Member.

3.3 Interest. The Member is not to be paid interest on its capital contribution(s) to the Company.

3.4 Distributions.

(a) The Company will not make any distribution of cash, except to the extent that the Company then has cash available in excess of the sum of (i) amounts required to pay or make provision for all Company expenses, plus (ii) all reserves that the Member considers necessary or appropriate. To the extent that the Member reasonably foresees that the Company will receive cash or other consideration to satisfy liabilities that are not yet due and payable, the Company is not required to establish reserves or make other provision to satisfy those liabilities before making distributions to the Member.

(b) Subject to the limitations of Section 3.4(a), prior to the winding-up and liquidation of the Company, the Member may, in its discretion, direct the Company to make distributions of cash or other property to the Member.

(c) Notwithstanding any other provision of this Agreement, the Company is not to make a distribution of cash or other property to the Member if to do so would violate any agreement for borrowed money to which the Company is a party.

ARTICLE IV MANAGEMENT BY MANAGER

4.1 Authority of the Manager. The business and affairs of the Company shall be managed by a Manager as appointed from time to time by the Member. The Manager may be removed at any time by the Member with or without cause.

4.2 Delegation. The Member may delegate to the Manager, Officers, other employees, and agents of the Company the authority to conduct the business of the Company. Any power not delegated by the Member remains with the Member.

4.3 Officers of the Company.

(a) The initial Officers of the Company are John W. Paul, as President, and Secretary Treasurer. The Company may have such additional Officers as are appointed, from time to time, by the Member.

(b) Each Officer serves until the earlier of his death, resignation, or removal. An Officer may be removed at any time by the Member. Any Officer may resign at any time by delivering his written resignation to the Member.

(c) Except as otherwise provided in the Company's policies and procedures, as adopted from time to time, the signature of the President or Manager shall be at all times required to bind the Company.

4.4 Duties of the Manager and Officers. In addition to obligations imposed by other provisions of this Agreement, the Manager and each Officer is to devote to the Company such time as is reasonably necessary to carry out the business of the Company and to accomplish its purposes. The Manager and each Officer, on behalf of the Company and at the expense of the Company, are to:

(a) furnish to the Member all information required for federal and state income tax reporting purposes with respect to the Company for the fiscal year most recently ended;

(b) arrange for the preparation and filing of any and all state and local income and franchise tax returns required to be filed by the Company;

(c) maintain and preserve during the term of the Company and for five years thereafter, or for such longer time as is necessary to determine the cost basis of the Company assets, at the Company's office designated pursuant to Section 1.4 (or, if the Company has been terminated, at the location designated by the Member), complete and accurate books of account in accordance with the provisions of this Agreement, the name and address of the Member, copies of the Certificate of Formation, this Agreement, and copies of all financial statements of the Company for the most recent five-year period during the term of the Company;

(d) execute, acknowledge, and certify all documents and instruments and take or cause to be taken all actions which may be necessary or appropriate (i) for the continuation of the Company's valid existence as a limited liability company under the laws of the State of Pennsylvania and of each other jurisdiction in which such existence is necessary to protect the limited liability of the Member, (ii) to effectuate the provisions of this Agreement, or (iii) to enable the Company to conduct its business;

(e) conduct the affairs of the Company in compliance with the applicable laws and in the best interests of the Company and the Member;

(f) not permit the use of Company funds or assets for other than the benefit of the Company and the Member;

(g) hold all Company property in the Company name or, in the case of cash or cash equivalents, in one or more depository accounts as to which the Company is a beneficial owner; and

(h) use reasonable efforts not to cause the Company to incur debts or other liabilities or obligations beyond the Company's ability to pay such liabilities.

4.5 Compensation, Bond, and Other Matters Regarding the Manager and Officers.

(a) *Compensation.* The salaries of the Manager and officers of the Company may be fixed by the Member.

(b) *Bond.* The Corporation may secure the fidelity of any or all of its officers or agents by bond or otherwise.

(c) *The Manager.* The Manager shall have general and active management of the business of the Company and shall see that all orders and resolutions of the Member are carried into effect. The Manager shall have the power to appoint and remove such subordinate

officers and agents other than those actually appointed by the Member as the business of the Company may require.

(d) *President.* The President shall perform such duties as shall be assigned to such person by the Member or Manager, and, in the absence or disability of the manager, the President shall perform the duties of the Manager.

(e) *Secretary.* The Secretary shall attend all meetings of the Company and record all the proceedings of the meetings of the Company in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the Company, and shall perform such other duties as may be prescribed by the Company or President. The Secretary or an assistant secretary, if any, shall be the custodian of the minute books, stock books and seal of the Company and the Secretary, or an assistant secretary, if any, shall have authority to affix the same to any instrument requiring it, and when so affixed, it may be attested by his signature or by the signature of such assistant secretary, if any. The Member may give general authority to any other officer to affix the seal of the Company and to attest the affixing by his signature.

(f) *Treasurer.* The Treasurer shall have custody of the corporate funds and securities and shall keep, or cause to be kept, full and accurate amounts of receipts and disbursements in books kept for that purpose. The Treasurer shall deposit all monies, and other valuable effects, in the name and to the credit of the Company, in such depository as the Member shall designate. As directed by the Member or the President, he shall disburse monies of the Company, taking proper vouchers for such disbursements and shall render to the President and Member an account of all his transactions as Treasurer and of the financial condition of the Company. In addition, he shall perform all the usual duties incident to the officer of Treasurer.

4.6 Exculpation and Indemnification.

(a) No Covered Person shall be liable to the Company or any other Person who has an interest in or claim against the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

(b) To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct; provided, however, that any indemnity under this Section 4.6 by the Company shall be provided out of and to the extent of Company assets only, and the Member shall not have personal liability on account thereof.

(c) To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by a Covered Person defending any claim, demand, action, suit or proceeding will, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in this Section 4.6.

(d) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

(e) To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement or any approval or authorization granted by the Company or any other Covered Person. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Member to replace such other duties and liabilities of such Covered Person.

4.7 Selection, Number and Powers of Committees. The Member may designate one or more committees, each committee to consist of one or more persons as designated by the Member. The Member may designate one or more alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Any such committee, to the extent provided in the resolution of the Member establishing the committee, shall have and may exercise all the powers and authority of the officers in the management of the business and affairs of the Company, and may authorize the seal of the Company to be affixed to all papers which may require it. No such committee shall have the power or authority in reference to amending the Certificate of Formation, adopting an agreement of merger or consolidation, recommending to the Member the sale, lease or exchange of all or substantially all of the Company's property and assets, recommending to the Member a dissolution of the Company or a revocation of a dissolution, or amending the this Agreement; and, unless the resolution, this Agreement, or Certificate of Formation provides, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of an Interest. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Member.

ARTICLE V GENERAL

5.1 Transfers of Interest. The Member will make no sale, exchange, disposition, or other transfer of its Interest (or any interest therein) until this Agreement is amended to contemplate more than one member.

DIVIDER SHEET

LIMITED PARTNERSHIP AGREEMENT

OF

SILVER RAIN, LP

A Pennsylvania Limited Partnership

Dated as of January 10, 2012

PA ENTITY NUMBER 3958955

The Limited Partnership interests in this Partnership have not been registered under the Securities Act of 1933, as amended, and may not be sold, transferred, assigned, pledged, hypothecated or otherwise disposed of, except in compliance with such Securities Act and as provided in Article 17 of this Agreement.

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LIMITED PARTNERSHIP AGREEMENT

THIS LIMITED PARTNERSHIP AGREEMENT (this "Agreement"), dated as of January 10, 2012, by and between Silver Rain Management, LLC, a Pennsylvania limited liability company, as the sole general partner (the "General Partner"), and the party whose name and signature appears at the end of this Agreement, as limited partner (the "Limited Partner"). The General Partner and Limited Partner are sometimes hereinafter collectively referred to as the "Partners".

In consideration of the mutual covenants hereinafter set forth, the Partners, with the intent to be legally bound hereby, agree as follows:

1. Organization and Definitions.

1.1 The Partnership. The Partnership is and shall be a limited partnership organized under and in accordance with the laws of the Commonwealth of Pennsylvania. The Partnership's Certificate of Limited Partnership as filed with the Department of State of the Commonwealth of Pennsylvania on , is hereby adopted and approved. The names and addresses of the Partners are set forth in Schedule A.

1.2 Admission of Limited Partners. The Limited Partners are admitted to the Partnership effective as of January 10, 2012.

1.3 Definitions. Capitalized terms used in this Agreement are defined, inter alia, in Article 28 of this Agreement.

2. Name. The name of the Partnership is and shall be **Silver Rain, LP**".

3. Purposes and Business. The purposes and business of the Partnership are and shall be to acquire, own, operate, hold, manage, buy, sell, exchange, dispose of, lease, mortgage, improve, construct on and otherwise deal in or with the Property or any other real property, interests, or other investments as the General Partner shall deem advisable from time to time; to enter into, make and perform all contracts and other undertakings and to engage in all activities and transactions as may be necessary or desirable to the conduct, promotion or obtainment of the foregoing purposes and business of the partnership; to guaranty indebtedness of any kind and to pledge assets in support thereof; and, in general, to possess and exercise all the powers and privileges granted by the RULPA or by any other law of Pennsylvania or by this Agreement together with any powers incidental thereto, so far as such powers and privileges are necessary or desirable to the conduct, promotion or attainment of the foregoing purposes and business of the Partnership.

4. Place of Business and Offices. The principal place of business and the mailing address of the Partnership shall be 120 Fifth Avenue, Suite 3111, Pittsburgh, PA 15222, or such other place as the General Partner may designate by notice to the other Partners. The Partnership may maintain offices and other facilities from time to time at such other locations as the General Partner deems appropriate.

5. Term. The Term of the Partnership shall commence on the date hereof and continue until December 31, 2060; provided, however, that the Partnership shall be earlier dissolved upon the happening of any of the following events, subject to the continuation of the Partnership if and as permitted under Article 14 and Article 15:

- (i) The distribution, sale or abandonment of all of the Partnership's assets other than cash;
- (ii) The bankruptcy of the Partnership; or
- (iv) The decision of the General Partner to dissolve the Partnership.

6. Certain Payments to the Partnership.

6.1 Capital Contributions. Each Partner shall contribute such Partner's Capital Contribution set forth on Schedule A.

6.2 Loans by Partners. With the consent of the General Partner, one or more Partners may, but shall not be obligated to, loan to the Partnership additional amounts from time to time as required to enable the Partnership to meet operating expenses and other cash needs. Each loan shall bear interest at a rate or rates of interest, and shall be subject to such other terms and conditions, as shall be determined by the General Partner in the General Partner's discretion. Each loan shall be evidenced by a note executed by the Partnership and delivered to the Partner making the loan.

6.3 Sharing Ratios. Except as otherwise expressly provided by Articles 7 and 8, allocations and distributions pursuant to Articles 7 and 8 to the Limited Partner(s), if more than one, shall be divided among them in each instance in the ratio of their Proportionate Shares.

6.4 Limitation on Limited Partners' Liability and Return of Capital. Except as otherwise provided under the RULPA and subject to compliance with the other provisions of this Agreement, the personal liability of each of the Limited Partners (in the capacity as a Limited Partner) arising out of or in any manner relating to the Partnership shall be limited to and shall not exceed payment by the Limited Partner to the capital of the Partnership of such Limited Partner's Capital Contribution as provided herein. Except for payment of such amounts, none of the Limited Partners (in such Partner's capacity as a Limited Partner) shall have any personal liability for liabilities or obligations of the Partnership or shall be required (or, except to the extent and in the manner expressly provided in this Agreement, permitted) to make any further or additional contributions to the capital of the Partnership or to lend or advance funds to the Partnership for any purpose. None of the Limited Partners shall be liable for the obligations of the other Limited Partners. None of the Limited Partners shall be entitled to a return of capital at any fixed time or upon demand or to receive any distribution from the Partnership except as and when expressly provided in this Agreement. None of the Limited Partners shall receive any interest on capital.

6.5 Capital Deficits. None of the Partners shall be obligated to repay to the Partnership or any other Partner any deficit in such Partner's Capital Account arising at any time during the term of the Partnership or upon dissolution and liquidation of the Partnership. The General Partner shall not be liable for the return of the capital of the Limited Partners and it is expressly understood that any such return shall be made solely from the Partnership's assets.

7. Allocations of Profits and Losses.

7.1 Partners' Capital Accounts. The Partnership shall maintain a separate Capital Account for each Partner. The Capital Account of each Partner shall be an amount equal to such Partner's Capital Contribution as and when paid, increased by such Partner's share of Profits and reduced by such Partner's share of Losses and the amount of any distributions to such Partner. Each Partner's Capital Account will be maintained and adjusted in accordance with the Code and the Treasury Regulations thereunder, including the adjustments to capital accounts permitted by Section 704(b) of the Code and the Treasury Regulations thereunder in the case of a Partner who receives the benefit or detriment of any basis adjustment under Sections 734, 743 and 754 of the Code. It is intended that appropriate adjustments will thereby be made to Capital Accounts to give effect to any income, gain, loss or deduction (or items thereof) that is allocated pursuant to Article 7 and any adjustments to the allocation of any such item subsequently made upon audit by the Internal Revenue Service or otherwise. Each Partner's Capital Account will include the Capital Account of any predecessor holders of the Partnership interest of such Partner, as so adjusted. All provisions of this Agreement relating to the maintenance of Capital Accounts shall be interpreted and applied in a manner consistent with the foregoing Treasury Regulations.

7.2 Basic Allocations. Except as otherwise expressly provided in this Agreement, all Profits or Losses of the Partnership (including each item of income, gain, loss, deduction or credit entering into the computation thereof) shall be allocated among the Partners for each year as follows:

(a) Profits and Losses, other than Profits or Losses attributable to a Disposition and Profits and Losses realized upon dissolution in the course of liquidation of the Partnership, shall be allocated among the Partners in the proportions that Cash Flow distributed to each Partner bears to aggregate Cash Flow distributed to all Partners, or, in the event there is no Cash Flow or Cash Flow is not distributed to the Partners, then in the proportions that Cash Flow would have been distributed to each Partner had an aggregate \$1.00 of Cash Flow been distributed to all Partners; provided, however, that (i) if one or more Partners shall have positive balances in their Capital Accounts, Profits shall be allocated to those Partners, if any, having deficit balances in their Capital Accounts to the extent of and in proportion to such deficit balances, and (ii) if one or more Partners shall have deficit balances in their Capital Accounts, Losses shall be allocated to those Partners, if any, having positive balances in their Capital Accounts to the extent of and in proportion to such positive balances. Profits and Losses attributable to a Disposition or realized upon dissolution in the course of liquidation of the Partnership shall be allocated in accordance with Section 7.2(b) and Section 7.2(c).

(b) Except as provided in Sections 7.3 and 7.4, all Profits attributable to a Disposition and all Profits realized upon dissolution in the course of liquidation of the Partnership shall be allocated as follows:

(i) First, to the Partners having negative balances in their Capital Accounts to the extent of and in proportion to such negative balances; and

(ii) Second, among the Partners, in the proportions that Cash Flow associated with such Disposition or dissolution distributed to each Partner bears to aggregate Cash Flow associated with such Disposition or dissolution distributed to all Partners, or, in the event there is no such Cash Flow or such Cash Flow is not distributed to the Partners, then in the proportions that such Cash Flow would have been distributed to each Partner had an aggregate \$1.00 of such Cash Flow been distributed to all Partners.

For purposes of making the allocation provided in Section 7.2(b)(i), the Capital Account of each Partner shall be determined prior to such allocation and as of the close of business on the last day of the fiscal period for which the allocation is required after taking into account all distributions and the other allocations of this Article 7 through such date other than those arising out of the same Disposition or dissolution in the course of liquidation. Any Profits treated as ordinary income because such Profits are attributable to the recapture of depreciation shall be allocated to each class of Partners in the same ratio as prior allocations were made of each such class of Losses attributable to depreciation (but only to the extent that Profits are otherwise allocable to such class of Partners pursuant to this Section 7.2(b)).

(c) Except as provided in Sections 7.3 and 7.4, all Losses attributable to a Disposition and all Losses derived upon dissolution in the course of liquidation of the Partnership shall be allocated as follows:

(i) First, to the Partners having positive balances in their Capital Accounts to the extent of and in proportion to such positive balances; and

(ii) Second, the balance, among the Partners in accordance with the Allocation Ratios.

7.3 Authority to Amend. It is the intent of the Partners that each Partner's distributive share of Profits, Losses and tax credits will be determined and allocated in accordance with Section 7.2 of this Agreement to the fullest extent permitted by Section 704(b) of the Code and that the provisions of Section 7.2 will be construed and implemented to be effective under Section 704(b) of the Code. If the General Partner reasonably believes that the allocations provided in Section 7.2 are unlikely to be respected for federal income tax purposes, the General Partner is granted the power to amend the provisions of this Agreement, on advice of accountants and legal counsel and with the consent thereto of a of the Limited Partner, to the minimum extent necessary to effect the plan of allocations and distributions provided in this Agreement. If the amendment proposed by the General

Partner is not adopted, and the General Partner has acted reasonably, the General Partner will have no obligation to propose any alternate amendments or to take any other action in connection with Section 704(b) of the Code.

7.4 Time of Allocations and Distributions.

(a) Except as otherwise provided in this Agreement, allocations of Profits and Losses shall be made as of the last day of each fiscal year of the Partnership; provided, however, that (i) each person admitted as a Limited Partner by way of execution of this Agreement (and not by way of substitution as permitted under Article 17) shall be deemed admitted as of the first day of the month in which such Limited Partner's executed signature page is accepted as contemplated by Section 1.2; (ii) if in the course of any year the interest of any Limited Partner is sold or otherwise assigned or disposed of pursuant to the provisions of Article 17, then in respect of that year the Profits and Losses allocable to that interest and all distributions with respect thereto shall be allocated among the persons who held that interest during the year in such reasonable manner as the General Partner deems appropriate, including, but not limited to the methods described in Regulation Section 1.706-1(c)(2)(ii); and (iii) Profits or Losses accrued immediately prior to the time of any Disposition shall be allocated as of the day immediately prior to the Disposition.

(b) For the purpose of Sections 7.1 and 7.2, any distribution made in accordance with Article 8 prior to the due date of the Partnership's tax returns for any fiscal year, as determined by reference to the applicable Code provisions, out of funds available at the end of that fiscal year shall be deemed to have been paid on the last day of that fiscal year.

8. Distribution of Cash Flow. Cash Flow shall be distributed in accordance with the Allocation Ratios, at such times, but not less often than annually, as the General Partner shall determine. The General Partner shall use its best efforts to distribute sufficient cash to each Partner annually to permit such Partner to timely pay his or her federal, state and local income taxes resulting from such Partner's share of Profits for such year.

9. Accounting Matters.

9.1 Fiscal Year. The fiscal year of the Partnership shall be the calendar year.

9.2 Accounting Elections. All elections required or permitted to be made by the Partnership under the Code shall be made by the General Partner in such manner as will, in the opinion of the Partnership's Accountants, be the most advantageous to the Limited Partner; provided, however, that the Partnership shall make the election provided for under Section 754 of the Code with respect to any sale or exchange of an interest in the Partnership made in compliance with the provisions of this Agreement.

9.3 Partnership's Accountants. The Partnership's Accountants shall be a firm of independent certified public accountants designated by the General Partner.

9.4 Books of Account. The General Partner shall maintain complete, accurate and up-to-date books for the Partnership's business. The books shall be maintained at the address of the General Partner or, upon prior notice to all other Partners, at another location designated for that purpose by the General Partner. Partners and their duly authorized representatives may examine the books during normal business hours, at the place where they are maintained, upon reasonable notice to the General Partner.

9.5 Financial Statements. At least annually the General Partner shall cause an appropriate summary statement reflecting the source and nature of distribution(s) of Cash Flow, or other money or property, to be distributed to the Partners.

10. Tax Returns and Banks.

10.1 Tax Returns. The General Partner shall cause the Partnership's federal and state income tax returns for each year to be prepared by the Partnership's Accountants and filed not later than the due date for such returns, including any approved extensions thereof. The General Partner shall cause appropriate extracts from each such return (including a copy of each Partner's Form K-1) to be transmitted to each Partner on a timely basis so as to enable each Partner to include all appropriate information in his/her tax return for such year.

10.2 Federal Income Tax Proceedings. Silver Rain Management, LLC shall be the Tax Matters Partner of the Partnership and, pursuant to the requirements of the Code, shall notify the Partners of all administrative and judicial federal tax proceedings relating to the Partnership.

10.3 Bank Accounts and Deposits. The funds of the Partnership shall be deposited in the name of the Partnership in one or more bank accounts designated by the General Partner, and withdrawals therefrom shall be made upon the signature of the General Partner or of any agent of the Partnership duly authorized by the General Partner. All funds not needed in the operation of the business of the Partnership may be deposited in one or more interest-bearing accounts with reputable banking institutions or invested in such other manner as the General Partner shall deem appropriate in its discretion.

11. Management of the Partnership; Powers and Duties of the Partners.

11.1 Management Authority of the General Partner. The General Partner shall manage the business and affairs of the Partnership and shall have all power and authority necessary, useful or convenient to enable them to do so and to accomplish the purposes and carry on the business of the Partnership, subject only to the express terms and provisions of this Agreement. In particular, and without limiting the generality of the foregoing, the General Partner shall have the power to:

(a) Execute and deliver on behalf of the Partnership all instruments, agreements and other documents which the General Partner shall deem necessary and advisable in connection with the accomplishment of the purposes and business of the Partnership, including, without limitation, any instrument, agreement and other document containing a confession of judgment clause pursuant to which

the Partnership grants to a Person the right, power and authority to confess judgment against the Partnership;

(b) Borrow money on the general credit of the Partnership for use in the Partnership business and incur, renew, refinance, pay or otherwise discharge any indebtedness of the Partnership;

(c) To establish and maintain such cash reserves as the General Partner shall deem necessary or desirable in connection with the operation of the Partnership, the Property or otherwise;

(d) Purchase, hold, lease, operate, refinance, mortgage, pledge, sell, exchange, assign, transfer, or otherwise dispose of or encumber all or any part of the Property or any other properties and assets of the Partnership, or any interest therein;

(e) Retain and compensate on behalf of the Partnership such accountants, attorneys or other professionals and other personnel as the General Partner shall deem necessary or desirable in order to carry out the purposes and business of the Partnership;

(f) Bring, defend or settle actions at law or equity;

(g) Open, maintain and close bank accounts and/or investment accounts with brokerage firms selected by the General Partner and for this purpose, to place the title to the Property or other properties or assets held by the Partnership from time to time in the name(s) of a nominee or nominees;

(h) Delegate any or all of the administrative and managerial powers conferred upon the General Partner, as general partner, to such employees, agents or other Persons as the General Partner may deem necessary or desirable;

(i) Employ on behalf of the Partnership any person or entity, including any Partner, upon such terms and conditions as the General Partner deems to be in the best interest of the Partnership and in furtherance of the Partnership business;

(j) To pay reasonable management fees to the General Partner for its services; and

(k) Generally, to do any and all acts which the General Partner shall deem necessary or desirable in connection with the accomplishment of the purposes and the carrying on of the business of the Partnership.

11.2 Duties of the General Partner. The General Partner shall devote such time to the affairs of the Partnership as it deems necessary to supervise the activities and business of the Partnership and to comply with its obligations under this Agreement, but it shall not be obligated to devote its full time to the affairs of the Partnership.

11.3 Filing of Amendment to Limited Partnership Certificate. Promptly following the execution and delivery of this Agreement or any amendment hereof, the General Partner shall cause such document(s) as may be required to be filed or recorded pursuant to the provisions of RULPA, to be duly filed and recorded in the proper filing office in the Commonwealth of Pennsylvania and shall do all other such acts and shall execute and file, record and/or publish such other certificates, instruments or documents as shall be necessary to comply with all the requirements for the formation and/or operation of the Partnership as a limited partnership under the laws of the Commonwealth of Pennsylvania and any other jurisdiction wherein the Partnership shall conduct any business, to limit the liability of the Limited Partner as provided for herein, and to vest and confirm in the Partnership the power to carry on the business of the Partnership as herein contemplated. The General Partner shall not be obligated to transmit or deliver to any Limited Partner a copy of any limited partnership certificate or amendment thereto or certification of cancellation thereof.

11.4 Additional Partnership Interests. The General Partner shall not create any interests in the Partnership for general partners or limited partners (except as expressly permitted hereunder), and shall not accept any additional capital contributions by any Partner, which would change the rights of any other Partner with respect to allocations or distributions hereunder, except with the consent of such other Partner(s).

11.5 Notice of Adverse Events. The General Partner or its representative shall promptly notify the Limited Partner(s) of the Bankruptcy or Withdrawal of the General Partner, the appointment of a receiver to administer the General Partner's interest in the Partnership or the seizure of such interest by a judgment creditor.

11.6 Indemnification of Certain Persons. No General Partner shall be liable to the Partnership or to any Limited Partner for any act or omission to act occurring in good faith, and without willful misconduct or gross negligence. The Partnership shall indemnify and save harmless the General Partner, from and against any and all liability, loss, expense or damage incurred or sustained in the conduct of the business of the Partnership except as a result of the bad faith, gross negligence, or willful misconduct of the person as to whom indemnity is sought. In particular, but without limiting the generality of the foregoing, the General Partner shall be entitled to indemnification by the Partnership against the reasonable expenses, including attorneys' fees, actually incurred in connection with the defense of any action in respect of the Partnership to which any of them may be made a party, if incurred through actions taken in good faith and in a manner reasonably believed to be in the best interests of the Partnership, unless the person seeking indemnity is adjudged liable for gross negligence or willful misconduct or to have acted in bad faith. None of the Partners shall have any personal liability to the Partnership or any other parties on account of any indemnity provided by this Section 11.6.

11.7 Power of Attorney.

(a) The Limited Partner(s) hereby constitutes and appoints the General Partner (or any person or entity designated in or pursuant to Section 14.2 as a successor or replacement General Partner), as such Partner's true and lawful attorney-in-fact with power to act in such Partner's name and on such Partner's behalf

to make, execute and deliver, swear to, acknowledge, file and record: (i) copies of this Agreement and amendments hereto adopted pursuant to the provisions hereof including, but not limited to, any such amendment required upon the admission of an additional or substituted Limited Partner, the continuation of this Partnership, the formation of a successor limited partnership or clarification of any provision of this Agreement, or the doing of any act requiring the amendment of this Agreement under the laws of the Commonwealth of Pennsylvania and any such amendment relating to a successor limited partnership and, upon termination of the Partnership (or its successor), a certificate or agreement of dissolution, as and if the same may be required by the laws of the Commonwealth of Pennsylvania; and (ii) such certificates (including, but not limited to, amendments to limited partnership certificates) or instruments as may be required under the laws of the Commonwealth of Pennsylvania or any other jurisdiction, or by any regulatory agency, as the General Partner may deem necessary or advisable in connection with the formation and maintenance of the Partnership under applicable laws; provided, however, that none of the foregoing acts shall increase the liability of the Limited Partner(s) or decrease the liability of the General Partner as expressly set forth in this Agreement and (iii) such one or more consents or agreements as may be required under this Agreement or the RULPA to designate a successor or replacement General Partner pursuant to Section 14.2.

(b) The power of attorney granted in paragraph (a) of this Section 11.7 is a special power of attorney coupled with an interest, is irrevocable and shall survive the death or incompetency of any individual Limited Partner or the dissolution of any limited liability company Limited Partner. It may be exercised by either of the General Partner (or any person or entity designated in or pursuant to Section 14.2 as a successor or replacement General Partner) by the signature of such General Partner (or such person or entity) on behalf of each Limited Partner and by the signature of such General Partner (or such person or entity) on behalf of all of them, and shall survive the delivery of an assignment by a Limited Partner of the whole or any portion of his/her interest, except that where the assignee of the whole of such interest has been approved by the General Partner for admission to the Partnership as a substituted Limited Partner, the power of attorney shall survive the delivery of such assignment for the sole purpose of enabling the General Partner to execute, acknowledge and file any instrument necessary to effect such substitution.

11.8 Limitations on Activities of the Limited Partners. The Limited Partner(s), in its capacity as a limited partner, shall take part in the management of the business of the Partnership or transact any business for or on behalf of the Partnership, and the Limited Partner(s) shall have no power to sign for or otherwise to bind the Partnership.

11.9 Binding Effect of Vote. If the General Partner shall solicit the vote or consent of any Partner to any action of the Partnership or any Partner, the vote or consent of the Partner solicited shall conclusively be presumed to have been cast or granted as requested in the solicitation unless that Partner expresses written objection to the vote or consent by notice to the Partnership actually received by the Partnership within 20 days after the solicitation. The General Partner and all persons dealing with the Partnership shall be entitled to act in reliance on this presumption and shall be fully indemnified by the Partnership in doing so, and any action taken in reliance on this presumption shall not be void or voidable despite timely communication made by or on behalf of a Limited Partner in other than the manner provided in Article 20.

12. Fees and Reimbursement to the General Partner. The General Partner (in addition to its rights under other provisions of this Agreement), is entitled to be paid a management fee for its services. Said fee is to be determined not only by the extent and scope of the services rendered, but also in a manner consistent with the fee that would be payable to an unrelated third party who or which is engaged in such business and performs the duties performed by the General Partner. Further, the General Partner shall be entitled to reimbursement by and payment from the Partnership for reasonable expenses incurred in the performance of its duties hereunder, including reasonable fees and expenses for legal, accounting and bookkeeping services, reasonable expenses for computer usage and out-of-pocket expenses.

13. Other Activities of Partners. Nothing in this Agreement shall limit or restrict the right of any Partner or any Affiliate or Associate of any Partner to engage in business ventures and investments other than the Partnership, of any nature whatsoever, whether or not such business ventures and investments are in competition with the Partnership. Nothing in this Agreement shall be deemed to confer upon the Partnership or any of the other Partners any right or interest in any such other venture or investment or any income, profit or other benefit derived therefrom. Notwithstanding anything to the contrary contained in this Agreement, the General Partner, on behalf of the Partnership, shall be permitted to contract with, compensate, or otherwise deal with an Affiliate of the General Partner in the same manner as the General Partner, on behalf of the Partnership, is permitted to contract with, compensate or deal with other persons.

14. Disposition of a General Partner's Interest.

14.1 Restrictions on Disposition. No General Partner shall sell, assign, encumber or otherwise dispose of all or any part of his/her/its interest in the Partnership, except with the written consent of the remaining General Partner(s) and the Limited Partner(s). Withdrawal by a General Partner from the Partnership involuntarily or by reason of any effect of law or legal action shall not relieve such General Partner of any obligation hereunder (notwithstanding that such General Partner's interest may be purchased, or a successor to such General Partner may be designated or the business of the Partnership may be continued or the Partnership may be dissolved or terminated as provided for herein), unless such withdrawal is effected with the consent of the remaining General Partner(s) and the Limited Partner(s). Nothing herein shall affect in any manner or to any extent the obligations of such withdrawing General Partner to creditors pursuant to the RULPA, or shall render such withdrawing General Partner liable for any acts of a successor General Partner hereunder involving the breach of such successor General Partner's fiduciary or other duties as a General Partner.

14.2 Successor General Partner. In the event of a General Partner's death, incompetency, Bankruptcy or Withdrawal or the appointment of a receiver for, or the seizure by a judgment creditor of, such General Partner's interest in the Partnership, such General Partner shall immediately cease to be a general partner hereunder, and the remaining General Partner, if any, shall continue as the sole general partner of the Partnership, or, if there shall be no such remaining General Partner, then a Person or Persons designated by the Limited Partner(s) (which, for

purposes of this Section, shall not include the interest of any General Partner that has been converted to a Limited Partner interest), shall be the successor general partner(s) of the Partnership. The Partnership shall dissolve (unless continued pursuant to Section 15) in the event it shall have no general partner for a period in excess of thirty (30) consecutive days. The remaining General Partner, or each of designated successor general partner, as the case may be, is/are expressly authorized to exercise the power of attorney granted in Section 11.7 on behalf of each Partner insofar as necessary to consent to the appointment of such other Person(s) as successor general partner(s) hereunder.

14.3 Rights of Successor in Interest or Receiver of a General Partner.

Notwithstanding the provisions of Sections 14.1 and 14.2, in the event of the death, Incompetency, Bankruptcy or Withdrawal of a General Partner, such General Partner's successor in interest or receiver shall have all of the rights of such General Partner with respect to the interest of such General Partner under this Agreement (but shall not be a general partner of the Partnership) for the purposes of settling or managing such General Partner's affairs, and shall have such power as such General Partner possessed to make an assignment of such General Partner's interest in the Partnership in accordance with the terms hereof. Except by appointment pursuant to the provisions of Section 14.2, any person who acquires all or any part of the interest of a General Partner by operation of law or as otherwise permitted by this Agreement shall not thereby become a general partner of the Partnership but shall be entitled to become a limited partner of the Partnership upon written acceptance and adoption of all of the terms and provisions of this Agreement. Such person shall, to the extent of the interest acquired, be entitled only to such General Partner's rights, if any, in Profits, Losses, capital and distributions of the Partnership and shall not acquire any right or interest in any allocations or distributions to the Limited Partner(s), as such, pursuant hereto. Such person shall not have any right to participate in the management of the affairs of the Partnership, but the interest acquired by such person shall, except as herein otherwise expressly provided, be included in determining whether any approval, consent or other action has been given or taken by the Limited Partner(s) or any percentage in interest thereof.

15. Right of Remaining Partners to Continue the Business of the Partnership. In the event the Partnership dissolves pursuant to Section 14.2 or upon expiration of the Term pursuant to the provisions of Article 5 hereof, the Partners may elect by unanimous decision to continue the business of the Partnership for the balance of the Term or for such extended term as they shall mutually agree upon with the successor general partner or successor general partners as they shall appoint. Upon any such appointment and consent by such general partner(s), the Partnership shall be reconstituted and continued in accordance with this Agreement. If no election to continue the business of the Partnership is made within 180 days after an event giving rise to dissolution, the Partnership shall be liquidated pursuant to Article 18 hereof.

16. Death, Incompetency, Bankruptcy or Dissolution of a Limited Partner.

16.1 Individuals. Upon the death, Incompetency or Bankruptcy of an individual Limited Partner, if any, the legally authorized personal representatives of such individual shall have all of the rights of a Limited Partner for the purpose of settling or managing such individual's estate and shall transfer the decedent's interest.

in the Partnership to the remaining limited partner for an amount equal to the value of the decedent's interest as determined by an appraisal performed by an appraiser selected by the limited partner. The appraisal and purchase shall be completed within one hundred eighty days (180) days of the death, incompetency, Bankruptcy or Dissolution of a Limited Partner.

16.2 Other Entities. Upon the Bankruptcy or the dissolution or other cessation to exist as a legal entity of any Limited Partner which is not an individual, the authorized representative of such entity shall have all of the rights of a Limited Partner for the purpose of effecting the orderly winding up and dissolution of the business of such entity and such power as such entity possessed to make an assignment of its interest in the Partnership to the remaining limited partner in accordance with the terms hereof.

17. Disposition of Limited Partners' Interests.

17.1 Restrictions on Disposition.

(a) A Limited Partner shall not transfer, sell, assign or encumber all or any part of such Partner's interest in the Partnership to any other Person, whether or not a Partner, either voluntarily or involuntarily, except (i) by written instrument stating that the assignee intends to be substituted or admitted as a Limited Partner and provided the assignee accepts and adopts all of the terms and provisions of this Agreement, and (ii) with the prior written consent of the General Partner to such assignment, which the General Partner may arbitrarily refuse in its sole discretion. Any substitution or admission of Limited Partners shall become effective as of the first day of the calendar month in which all conditions of such substitution or admission as specified in this Section 17.1 have been satisfied. Any Person admitted as a substitute or additional Limited Partner pursuant to this Section 17.1 shall (except as herein otherwise expressly provided) be a Limited Partner for all purposes of this Agreement to the extent of the interest acquired by such person.

(b) A Decedent's interest in the Partnership shall be transferred, at the request of the Decedent's duly authorized personal representative, subject to the restrictions set forth in paragraph (c) of this Section 17.1, to the Person entitled to distribution of the interest under the terms of the Decedent's will or, if the Decedent died without a will, under the applicable intestacy statute, upon (i) full compliance with all of the conditions set forth in paragraph (a) of this Section 17.1 (other than clause (ii) thereof insofar as it requires the consent of the General Partner), (ii) delivery to the General Partner by the personal representative of tax waivers, releases and other documents required by applicable law, and (iii) if requested by the General Partner, delivery to the General Partner of an opinion of counsel acceptable to the General Partner to the effect that such person is the proper beneficiary of the Decedent's interest in the Partnership, supported by such assurances and documentation as the General Partner may in its discretion require.

(c) Transfer or assignment of an interest in the Partnership to a minor (other than to a trustee for a minor child if the trustee undertakes that the interest so transferred or assigned will not be further assigned or transferred to a minor child or person adjudged insane or incompetent), and the consent of Partners to any such transfer or assignment, shall be void and of no effect.

(d) Any purported assignment of an interest of a Limited Partner otherwise than in accordance with or as permitted by this Section 17.1 shall be of no effect as between the Partnership and the purported assignee and shall be unenforceable as against the Partnership or the General Partner. The General Partner shall not be charged with actual or constructive notice of any such purported assignment and are expressly prohibited from making allocations and distributions hereunder in accordance with any such purported assignment.

17.2 Purchase by a General Partner. Nothing in this Agreement shall be deemed to preclude the purchase by a General Partner of an interest as a Limited Partner and the substitution or admission of such General Partner as a Limited Partner in connection therewith. Such substitution or admission shall be subject to the restrictions and conditions imposed by Section 17.1.

18. Liquidation and Termination.

18.1 Liquidating Trustees. Except as otherwise expressly permitted under this Agreement, upon the dissolution of the Partnership, the Partnership shall be liquidated by the Liquidating Trustee(s) who shall be (a) the General Partner or (b) if there shall be no General Partner, a person or persons designated by the Limited Partner(s) which, for purposes of this Paragraph, shall not include the interest of any General Partner that has been converted to a Limited Partner interest. In carrying out the liquidation of the Partnership, the Liquidating Trustee(s) shall have all of the rights and powers of the General Partner hereunder.

18.2 Procedure on Liquidation. A reasonable time shall be allowed for the orderly liquidation of the assets of the Partnership and the discharge of the Partnership's liabilities so as to enable the Liquidating Trustee(s) to minimize the normal losses attendant upon liquidation. The operations of the Partnership shall continue during such liquidation solely for the purpose of winding up the Partnership's business. Upon completion of the liquidation each of the Partners shall be furnished with a statement setting forth the assets and liabilities of the Partnership as of the date of complete liquidation. The Liquidating Trustee(s) shall then cause a certificate of cancellation of the Partnership to be duly prepared, executed and filed. Nothing herein shall be construed as a limitation upon or termination of any of the rights of the Limited Partners during or following any liquidation.

18.3 Distribution of Assets. The proceeds of liquidation shall be applied and distributed (as the case may be) in the following order of priority:

- (i) First, to pay or reserve for all sums due on Partnership obligations and expenses;
- (ii) Second, to the Partners having positive balances in their Capital Accounts to the extent of and in proportion to such positive balances; and
- (iii) Third, the balance among the Partners in accordance with Article 8.

No Partner or permitted assignee shall have the right to require a partition of any or all of the Partnership property and by signing this Agreement or a Joinder hereto or counterpart hereof waives any such right. In the event the Liquidating Trustee(s), in their discretion, determine that it is necessary to make a distribution of the assets of the Partnership in kind, such assets may be partitioned and distributed based upon valuations assigned by the Liquidating Trustee(s), but if not so partitioned, such assets shall be transferred and conveyed to all of the Partners or their assignees, as tenants in common, so as to vest in each of them an undivided interest in the whole of such assets, entitling each of them to participate in such assets in accordance with this Agreement based on the Liquidating Trustees' estimate of the value of the assets. Publicly traded securities shall be valued at the mean between the high and low on the date of transfer as shown on the New York Stock Exchange, NASDAQ or other recognized exchange on which such security or securities are regularly traded. Securities which are not publicly traded shall be valued in accordance with the last appraisal thereof made by a recognized professional appraiser with such adjustments thereto as the Liquidating Trustee(s) in their discretion shall deem necessary or appropriate to reflect the current fair market value of such securities.

19. Survival of Representations, Etc. The covenants, representations, warranties and other written statements set forth in this Agreement or any separate certificate or instrument delivered pursuant hereto or thereto or in connection with the admission of Limited Partner(s) to the Partnership shall survive the execution and delivery hereof and thereof.

20. Notices. All notices, demands, requests, consents or other communications required, permitted or provided for hereunder shall be effective only if given in writing and shall be deemed to have been given by the Limited Partners only when delivered by United States registered mail, postage prepaid, and by the Partnership or the General Partner when delivered by personal service or by United States first class mail, postage prepaid, all addressed as follows:

- (a) if to the Partnership, at the address set forth in Article 4 hereof;
- (b) if to a General Partner, at the address of such General Partner set forth on Schedule A or such other address as such General Partner may designate by notice to the other Partners; or
- (c) if to a Limited Partner, at the address of such Limited Partner set forth on Schedule A or such other address as such Limited Partner may designate by notice to the Partnership.

Except as herein otherwise expressly provided, any such communication shall be deemed given on the earlier of delivery by personal service or three (3) calendar days after depositing such communication with the United States mail.

21. Further Assurances. Each of the Partners shall hereafter execute and deliver such further instruments and do such further acts and things consistent with the provisions of this Agreement as may be required or useful to carry out the intent and purpose of this Agreement.

22. Agreement in Counterparts. This Agreement may be executed in one or more counterparts and all such counterparts shall together constitute one agreement binding on all the parties notwithstanding that all of the parties are not signatories to the original or the same counterpart. Any successor or additional general or limited partner must agree to be bound by the terms of this Agreement by signing a joinder agreement to this Agreement.

23. Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania applicable to contracts made and to be performed wholly therein.

24. Entire Agreement; Amendment. Except as herein otherwise expressly provided, this instrument (including Schedule A and Schedule B) incorporates the entire agreement and understanding among the parties hereto with respect to the subject matter hereof. This Agreement may be modified or amended with the written consent of the General Partner; provided, however, that no amendment hereof shall be effective (i) to change the obligations or rights of any Limited Partner as to Profits, Losses, capital or distributions without such Partner's consent, (ii) to change the purposes and business of the Partnership as set forth in Article 3, or (iii) to change any provision of this Agreement requiring consent of the Limited Partner(s), without the consent of all Limited Partner(s).

25. Successors. Except as otherwise provided herein, all provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the respective heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

26. Severability. If one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the remaining provisions of this Agreement shall remain in full force and effect and shall be construed as though the invalid, illegal or unenforceable provisions never had been contained herein.

27. Construction. The headings in this Agreement are inserted for convenience of reference and shall not be construed to define or limit the scope, extent or intent of this Agreement or any provision hereof. References in this Agreement to numbered provisions or Schedules are to this Agreement unless otherwise specified. When the context in which words are used in this Agreement indicates that such is the intent, singular words shall include the plural and vice versa and masculine words shall include the feminine and the neuter genders and vice versa.

28. Definitions. For the purposes of this Agreement, the terms set forth below shall have the following meanings:

"Accountants" shall mean those accountants selected in accordance with Section 10.5.

"Affiliate" and "Associate" shall have the same meanings given to such terms under the Securities Exchange Act of 1934, as amended.

"Agreement" shall mean this Limited Partnership Agreement, including all Schedules, as from time to time amended and in force.

"Allocation Ratios" shall mean 1% to the General Partner and 99% to the Limited Partner(s), as a group.

"Bankruptcy" of a Partner shall be deemed to occur when that Partner voluntarily commences a case or proceeding as debtor under any bankruptcy or insolvency law, or upon the lapse of 60 days after commencement of any involuntary action against such Partner if such case or proceeding has not then been dismissed.

"Capital Account" shall mean the separate account maintained by the Partnership for each Partner, the balance of which is determined by entering credits and charges in accordance with Section 7.1.

"Capital Contribution" as to all Partners, collectively, shall mean the aggregate capital contributions to the Partnership due from the Partners pursuant to Article 6, and as to each Partner shall mean the capital contribution due to the Partnership from that Partner pursuant to Article 6. Upon transfer of an entire or a partial partnership interest, the Capital Contribution of the transferring Partner shall be deemed to be the Capital Contribution (or proportionate share) of the transferee Partner.

"Cash Flow" shall mean cash funds derived from the operations of the Partnership, including proceeds from a sale or refinancing of the Property, without reduction for any noncash charges (such as depreciation), plus any reduction to previously established reserves, all as reasonably determined by the General Partner to be available for distribution to the Partners after payment of current operating expenses (including management fees), debts, expenses and other obligations and establishment and maintenance of reasonable reserves for future expenses including anticipated repairs, replacements and capital improvements, new investments and/or additional contributions to existing investments.

"Code" shall mean the United States Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

"Decedent" shall mean an individual Limited Partner who has died.

"Disposition" shall mean any sale, exchange or other disposition of all or substantially all of the Partnership's assets other than cash.

"Dissolution" of a corporate Partner shall mean the occurrence of any event causing a dissolution of such Partner pursuant to which such Partner does not reconstitute and continue as a legal entity.

"General Partner" shall mean Silver Rain Management, LLC, and shall include one or more Persons substituted therefor or added as general partners of the Partnership in accordance with this Agreement.

"Incompetency" of an individual Partner shall mean an adjudication of insanity or incompetency, or a total or partial disability, which renders that Partner unable to perform his duties under this Agreement.

"Limited Partner(s)" shall mean all parties designated as such on Schedule A or any substitute therefor admitted as Limited Partner(s) in accordance with this Agreement, who have not withdrawn from the Partnership and shall include one or more persons substituted or added as limited partners of the Partnership in accordance with this Agreement.

"Liquidating Trustee(s)" shall mean the Person or Persons designated pursuant to Section 18.1 to carry out the liquidation of the Partnership.

"Losses" shall mean the net losses of the Partnership for federal income tax purposes, as determined separately, and not cumulatively, for each fiscal year of the Partnership, after appropriate adjustment for items otherwise allocated, if any, pursuant to this Agreement.

"Partners" shall mean the General Partner and the Limited Partner(s).

"Partnership" shall mean the limited partnership formed under this Agreement.

"Person" shall mean an individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and the legal representatives, successors and assigns thereof.

"Profits" shall mean the net profits of the Partnership for federal income tax purposes, as determined separately, and not cumulatively, for each fiscal year of the Partnership, after appropriate adjustment for items otherwise allocated, if any, pursuant to this Agreement.

"Property" shall mean the property described on Schedule B attached hereto.

"Proportionate Share" shall mean the fraction or percentage obtained by dividing each Limited Partner's Capital Contribution by the aggregate of all Limited Partners' Capital Contributions.

"RULPA" shall mean the Pennsylvania Revised Uniform Limited Partnership Act.

"Tax Matters Partner" shall have the meaning defined in the Code.

"Term" shall mean the term of the Partnership's existence, as determined pursuant to Article 5.

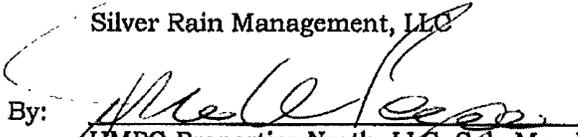
"Withdrawal" of the General Partner from the Partnership shall (unless otherwise agreed to by the Limited Partner(s)) be deemed to occur and shall be effective only upon at least 30 days prior notice of withdrawal given by the General Partner to the Partners.

IN WITNESS WHEREOF, the parties hereto have subscribed to this Agreement as of the day and year first above written.

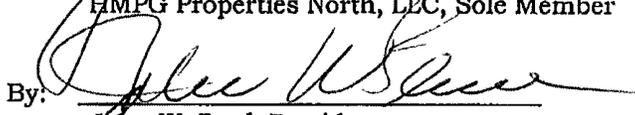
GENERAL PARTNER,

Silver Rain Management, LLC

By:

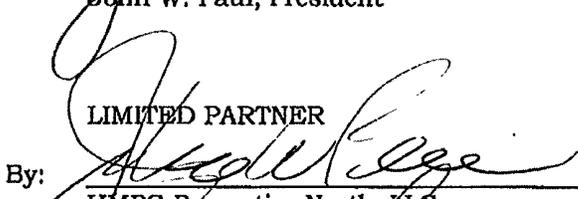

HMPG Properties North, LLC, Sole Member

By:

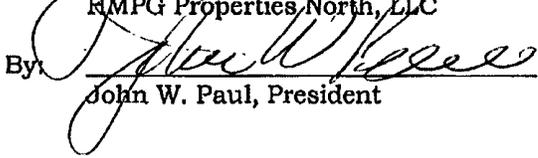

John W. Paul, President

LIMITED PARTNER

By:


HMPG Properties North, LLC

By:


John W. Paul, President

SCHEDULE A
Limited Partnership Agreement

GENERAL PARTNER

<u>Name/Address</u>	<u>Capital Contribution</u>	<u>% of General Partnership Interest</u>	<u>% of Total Partnership Interest</u>
Silver Rain Management, LLC 130 Fifth Avenue Pittsburgh, PA 15222	\$1.00	100%	1.00%

LIMITED PARTNER

<u>Name/Address</u>	<u>Capital Contribution</u>	<u>% of Limited Partnership Interest</u>	<u>% of Total Partnership Interest</u>
HMPG Properties North, LLC 130 Fifth Avenue Pittsburgh, PA 15222	\$99.00	100%	99%

SCHEDULE B
Limited Partnership Agreement

(See Attached Property Description)

DIVIDER SHEET

AMENDED AND RESTATED
OPERATING AGREEMENT
OF
OPTIMUS 28 MANAGEMENT, LLC

This Amended and Restated Operating Agreement (the "Agreement") has been adopted by the sole member (the "Member") of Optimus 28 Management, LLC, a Pennsylvania limited liability company (the "Company"), effective as of November 15, 2011.

1. Purpose. The object and purpose of, and the nature of the business to be conducted and promoted by, the Company is engaging in any lawful act or activity for which limited liability companies may be formed under the Pennsylvania Limited Liability Company Law, 15 Pa.C.S. § 8901, et seq., as amended from time to time (the "Act"), and engaging in any and all lawful activities necessary or incidental to the foregoing.

2. Reserved.

3. Management.

(a) The business and affairs of the Company shall be managed by the Member. The Member, on behalf of the Company, shall have the power to do any and all acts necessary or convenient to, or for the furtherance of, the business and affairs of the Company.

(b) The Member may appoint by written resolution officers and agents of the Company to which the Member may delegate by written resolution whatever duties, responsibilities and authority the Member may desire. Any officer or agent may be removed by the Member at any time by written resolution.

(c) The Member hereby appoints Severin Russo as an authorized signatory of the Company vested with the authority to execute (on behalf of the Member) such documents as the Member shall direct in connection with the proposed acquisition by the Company of multiple tracts of real property located in Wexford, PA.

(d) If an officer of the Company is appointed by the Member and given a title that is used by officers of a business corporation, the Member shall be deemed to have delegated to the officer the duties, responsibilities and authority that would be exercised by an officer of a business corporation with the same title, unless the Member provides otherwise by written resolution.

4. Title to Company Property. All real and personal property shall be acquired in the name of the Company and title to any property so acquired shall vest in the Company itself rather than in the Member.

5. Compensation of Member. The Member may be reimbursed for all expenses incurred in managing the Company and may, at the election of the Member, be entitled to compensation for management services rendered, in an amount to be determined from time to time by the Member.

6. Distributions. Distributions shall be made to the Member (in cash or in kind) at the times and in the aggregate amounts determined by the Member and as permitted by applicable law.

7. Elections. The Member may make any tax elections for the Company allowed under the Internal Revenue Code of 1986, as amended, or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company.

8. Assignability of Membership Interest. The economic interest of the Member in the Company is assignable, in whole or in part, either voluntarily or by operation of law.

9. Admission of Additional Members. Additional members of the Company may be admitted to the Company at the direction of the Member only if a new operating agreement or an amendment and restatement of this Agreement is executed.

10. Liability of the Member. The Member shall not have any liability for the debts, obligations or liabilities of the Company or for the acts or omissions of any other member, officer, agent or employee of the Company except to the extent provided in the Act. The failure of the Member to observe any formalities or requirements relating to the exercise of the powers of the Member or the management of the business and affairs of the Company under this Agreement or the Act shall not be grounds for imposing liability on the Member for liabilities of the Company.

11. Indemnification. The Company shall indemnify the Member and those authorized officers, agents and employees of the Company identified in writing by the Member as entitled to be indemnified under this section for all costs, losses, liabilities and damages paid or accrued by the Member (as the Member or as an officer, agent or employee) or any such officer, agent or employee in connection with the business of the Company, except to the extent prohibited by the laws of the Commonwealth of Pennsylvania. In addition, the Company may advance costs of defense of any proceeding to the Member or any such officer, agent or employee upon receipt by the Company of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that the person is not entitled to be indemnified by the Company.

12. Dissolution.

(a) The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (i) the written direction of the Member, or (ii) the entry of a decree of judicial dissolution under the Act. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause a dissolution of the Company.

(b) Upon dissolution, the Company shall cease carrying on any and all business other than the winding up of the Company business, but the Company is not terminated and shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the Act. Upon the winding up of the Company, the Company's property shall be distributed (i) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company's liabilities; and (ii) then to the Member. Such distributions shall be in cash or property or partly in both, as determined by the Member.

13. Conflicts of Interest. Nothing in this Agreement shall be construed to limit the right of the Member to enter into any transaction that may be considered to be competitive with, or a business opportunity that may be beneficial to, the Company. The Member does not violate a duty or obligation to the Company merely because the conduct of the Member furthers the interests of the Member. The Member may lend money to and transact other business with the Company. The rights and obligations of

the Member upon lending money to or transacting business with the Company are the same as those of a person who is not the Member, subject to other applicable law. No transaction with the Company shall be void or voidable solely because the Member has a direct or indirect interest in the transaction.

14. Governing Law. This Agreement shall be governed by, and interpreted and enforced in accordance with, the substantive laws of the Commonwealth of Pennsylvania, without reference to the conflicts of law rules of that or any other jurisdiction.

15. Entire Agreement. This Agreement constitutes the entire agreement of the Member with respect to the subject matter hereof and supersedes all prior agreements, express or implied, oral or written, with respect thereto. The express terms of this Agreement control and supersede any course of performance or usage of trade inconsistent with any of the terms hereof.

16. Amendment. This Agreement may be amended or modified from time to time only by a written instrument executed by the Member.

17. Rights of Creditors and Third Parties. This Agreement is entered into by the Member solely to govern the operation of the Company. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person other than the heirs, personal representatives, successors and assigns of the Member. Except and only to the extent provided by applicable statute, no creditor or third party shall have any rights under this Agreement or any agreement between the Company and the Member, with respect to the subject matter hereof.

Adopted: November 15, 2011

DIVIDER SHEET

OPERATING AGREEMENT

OF

OSIRIS PROPERTIES, LLC

This Operating Agreement (the "Agreement") has been adopted by HMPG Inc., a Pennsylvania corporation, as the sole member (the "Member") of Osiris Properties, LLC, a Pennsylvania limited liability company (the "Company"), effective as of March 14, 2012.

1. Purpose. The object and purpose of, and the nature of the business to be conducted and promoted by, the Company is engaging in any lawful act or activity for which limited liability companies may be formed under the Pennsylvania Limited Liability Company Law, 15 Pa.C.S. § 8901, et seq., as amended from time to time (the "Act"), and engaging in any and all lawful activities necessary or incidental to the foregoing.

2. Member. The name and address of the Member is:

HMPG Inc.
120 Fifth Avenue
Pittsburgh, PA 15222

3. Management.

(a) The business and affairs of the Company shall be managed by the Member. The Member, on behalf of the Company, shall have the power to do any and all acts necessary or convenient to, or for the furtherance of, the business and affairs of the Company.

(b) The Member may appoint by written resolution officers and agents of the Company to which the Member may delegate by written resolution whatever duties, responsibilities and authority the Member may desire. Any officer or agent may be removed by the Member at any time by written resolution.

(c) If an officer of the Company is appointed by the Member and given a title that is used by officers of a Pennsylvania domestic business corporation, the Member shall be deemed to have delegated to the officer the duties, responsibilities and authority that would be exercised by an officer of such a business corporation with the same title, unless the Member provides otherwise by written resolution.

4. Title to Company Property. All real and personal property shall be acquired in the name of the Company and title to any property so acquired shall vest in the Company itself rather than in the Member.

5. Compensation of Member. The Member may be reimbursed for all expenses incurred in managing the Company and may, at the election of the Member, be entitled to compensation for management services rendered, in an amount to be determined from time to time by the Member.

6. Distributions. Distributions shall be made to the Member (in cash or in kind) at the times and in the aggregate amounts determined by the Member and as permitted by applicable law.

7. Elections. The Member may make any tax elections for the Company allowed under the Internal Revenue Code of 1986, as amended, or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company.

8. Assignability of Membership Interest. The economic interest of the Member in the Company is assignable, in whole or in part, either voluntarily or by operation of law.

9. Admission of Additional Members. Additional members of the Company may be admitted to the Company at the direction of the Member only if a new operating agreement or an amendment and restatement of this Agreement is executed.

10. Liability of the Member. The Member shall not have any liability for the debts, obligations or liabilities of the Company or for the acts or omissions of any other member, officer, agent or employee of the Company except to the extent provided in the Act. The failure of the Member to observe any formalities or requirements relating to the exercise of the powers of the Member or the management of the business and affairs of the Company under this Agreement or the Act shall not be grounds for imposing liability on the Member for liabilities of the Company.

11. Indemnification. The Company shall indemnify the Member and those authorized officers, agents and employees of the Company identified in writing by the Member as entitled to be indemnified under this section for all costs, losses, liabilities and damages paid or accrued by the Member (as the Member or as an officer, agent or employee) or any such officer, agent or employee in connection with the business of the Company, except to the extent prohibited by the laws of the Commonwealth of Pennsylvania. In addition, the Company may advance costs of defense of any proceeding to the Member or any such officer, agent or employee upon receipt by the Company of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that the person is not entitled to be indemnified by the Company.

12. Dissolution.

(a) The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (i) the written direction of the Member, or (ii) the entry of a decree of judicial dissolution under the Act. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause a dissolution of the Company.

(b) Upon dissolution, the Company shall cease carrying on any and all business other than the winding up of the Company business, but the Company is not terminated and shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the Act. Upon the winding up of the Company, the Company's property shall be distributed (i) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company's liabilities; and (ii) then to the Member. Such distributions shall be in cash or property or partly in both, as determined by the Member.

13. Conflicts of Interest. Nothing in this Agreement shall be construed to limit the right of the Member to enter into any transaction that may be considered to be competitive with, or a business opportunity that may be beneficial to, the Company. The Member does not violate a duty or obligation to the Company merely because the conduct of the Member furthers the interests of the Member. The Member may lend money to and transact other business with the Company. The rights and obligations of the Member upon lending money to or transacting business with the Company are the same as those of a person who is not the Member, subject to other applicable law. No transaction with the Company shall be void or voidable solely because the Member has a direct or indirect interest in the transaction.

14. Governing Law. This Agreement shall be governed by, and interpreted and enforced in accordance with, the substantive laws of the Commonwealth of Pennsylvania, without reference to the conflicts of law rules of that or any other jurisdiction.

15. Entire Agreement. This Agreement constitutes the entire agreement of the Member with respect to the subject matter hereof and supersedes all prior agreements, express or implied, oral or written, with respect thereto. The express terms of this Agreement control and supersede any course of performance or usage of trade inconsistent with any of the terms hereof.

16. Amendment. This Agreement may be amended or modified from time to time only by a written instrument executed by the Member.

17. Rights of Creditors and Third Parties. This Agreement is entered into by the Member solely to govern the operation of the Company. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person other than the heirs, personal representatives, successors and assigns of the Member. Except and only to the extent provided by applicable statute, no creditor or third party shall have any rights under this Agreement or any agreement between the Company and the Member, with respect to the subject matter hereof.

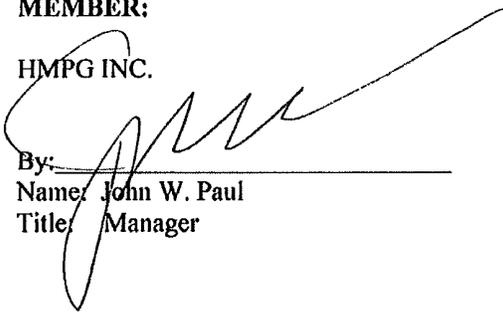
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[Signature Page to Osiris Properties, LLC - Operating Agreement]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, has adopted this Operating Agreement on the date first above written.

MEMBER:

HMPG INC.

By: 

Name: John W. Paul

Title: Manager

DIVIDER SHEET

AMENDED AND RESTATED
OPERATING AGREEMENT
OF
SUMMER WIND MANAGEMENT, LLC

This Amended and Restated Operating Agreement (the "Agreement") has been adopted by the sole member (the "Member") of Summer Wind Management, LLC, a Pennsylvania limited liability company (the "Company"), effective as of May 31, 2012.

1. Purpose. The object and purpose of, and the nature of the business to be conducted and promoted by, the Company is engaging in any lawful act or activity for which limited liability companies may be formed under the Pennsylvania Limited Liability Company Law, 15 Pa.C.S. § 8901, et seq., as amended from time to time (the "Act"), and engaging in any and all lawful activities necessary or incidental to the foregoing.

2. Reserved.

3. Management.

(a) The business and affairs of the Company shall be managed by the Member. The Member, on behalf of the Company, shall have the power to do any and all acts necessary or convenient to, or for the furtherance of, the business and affairs of the Company.

(b) The Member may appoint by written resolution officers and agents of the Company to which the Member may delegate by written resolution whatever duties, responsibilities and authority the Member may desire. Any officer or agent may be removed by the Member at any time by written resolution.

(c) The Member hereby appoints Severin Russo as an authorized signatory of the Company vested with the authority to execute (on behalf of the Member) such documents as the Member shall direct in connection with the proposed acquisition by the Company of one or more multiple tracts of real property located in Ross Township, PA, and the proposed leasing of such property to the Benedictine Sisters of Pittsburgh, PA.

(d) If an officer of the Company is appointed by the Member and given a title that is used by officers of a business corporation, the Member shall be deemed to have delegated to the officer the duties, responsibilities and authority that would be exercised by an officer of a business corporation with the same title, unless the Member provides otherwise by written resolution.

4. Title to Company Property. All real and personal property shall be acquired in the name of the Company and title to any property so acquired shall vest in the Company itself rather than in the Member.

5. Compensation of Member. The Member may be reimbursed for all expenses incurred in managing the Company and may, at the election of the Member, be entitled to compensation for management services rendered, in an amount to be determined from time to time by the Member.

6. Distributions. Distributions shall be made to the Member (in cash or in kind) at the times and in the aggregate amounts determined by the Member and as permitted by applicable law.

7. Elections. The Member may make any tax elections for the Company allowed under the Internal Revenue Code of 1986, as amended, or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company.

8. Assignability of Membership Interest. The economic interest of the Member in the Company is assignable, in whole or in part, either voluntarily or by operation of law.

9. Admission of Additional Members. Additional members of the Company may be admitted to the Company at the direction of the Member only if a new operating agreement or an amendment and restatement of this Agreement is executed.

10. Liability of the Member. The Member shall not have any liability for the debts, obligations or liabilities of the Company or for the acts or omissions of any other member, officer, agent or employee of the Company except to the extent provided in the Act. The failure of the Member to observe any formalities or requirements relating to the exercise of the powers of the Member or the management of the business and affairs of the Company under this Agreement or the Act shall not be grounds for imposing liability on the Member for liabilities of the Company.

11. Indemnification. The Company shall indemnify the Member and those authorized officers, agents and employees of the Company identified in writing by the Member as entitled to be indemnified under this section for all costs, losses, liabilities and damages paid or accrued by the Member (as the Member or as an officer, agent or employee) or any such officer, agent or employee in connection with the business of the Company, except to the extent prohibited by the laws of the Commonwealth of Pennsylvania. In addition, the Company may advance costs of defense of any proceeding to the Member or any such officer, agent or employee upon receipt by the Company of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that the person is not entitled to be indemnified by the Company.

12. Dissolution.

(a) The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (i) the written direction of the Member, or (ii) the entry of a decree of judicial dissolution under the Act. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause a dissolution of the Company.

(b) Upon dissolution, the Company shall cease carrying on any and all business other than the winding up of the Company business, but the Company is not terminated and shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the Act. Upon the winding up of the Company, the Company's property shall be distributed (i) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company's liabilities; and (ii) then to the Member. Such distributions shall be in cash or property or partly in both, as determined by the Member.

13. Conflicts of Interest. Nothing in this Agreement shall be construed to limit the right of the Member to enter into any transaction that may be considered to be competitive with, or a business opportunity that may be beneficial to, the Company. The Member does not violate a duty or obligation to the Company merely because the conduct of the Member furthers the interests of the Member. The Member may lend money to and transact other business with the Company. The rights and obligations of

the Member upon lending money to or transacting business with the Company are the same as those of a person who is not the Member, subject to other applicable law. No transaction with the Company shall be void or voidable solely because the Member has a direct or indirect interest in the transaction.

14. Governing Law. This Agreement shall be governed by, and interpreted and enforced in accordance with, the substantive laws of the Commonwealth of Pennsylvania, without reference to the conflicts of law rules of that or any other jurisdiction.

15. Entire Agreement. This Agreement constitutes the entire agreement of the Member with respect to the subject matter hereof and supersedes all prior agreements, express or implied, oral or written, with respect thereto. The express terms of this Agreement control and supersede any course of performance or usage of trade inconsistent with any of the terms hereof.

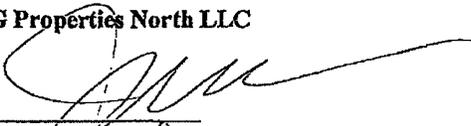
16. Amendment. This Agreement may be amended or modified from time to time only by a written instrument executed by the Member.

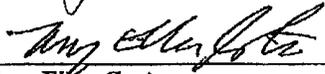
17. Rights of Creditors and Third Parties. This Agreement is entered into by the Member solely to govern the operation of the Company. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person other than the heirs, personal representatives, successors and assigns of the Member. Except and only to the extent provided by applicable statute, no creditor or third party shall have any rights under this Agreement or any agreement between the Company and the Member, with respect to the subject matter hereof.

Adopted: May 31, 2012

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

HMPG Properties North LLC

By: 
Name: Johnny W. Paul
Title: Manager


Mary Ellen Costa

DIVIDER SHEET

AMENDED AND RESTATED
OPERATING AGREEMENT
OF
PRINCIPO ADVISORS, LLC

This Amended and Restated Operating Agreement (the "Agreement") has been adopted by the sole member (the "Member") of Principo Advisors, LLC, a Pennsylvania limited liability company (the "Company"), effective as of May 31, 2012.

1. Purpose. The object and purpose of, and the nature of the business to be conducted and promoted by, the Company is engaging in any lawful act or activity for which limited liability companies may be formed under the Pennsylvania Limited Liability Company Law, 15 Pa.C.S. § 8901, et seq., as amended from time to time (the "Act"), and engaging in any and all lawful activities necessary or incidental to the foregoing.

2. Reserved.

3. Management.

(a) The business and affairs of the Company shall be managed by the Member. The Member, on behalf of the Company, shall have the power to do any and all acts necessary or convenient to, or for the furtherance of, the business and affairs of the Company.

(b) The Member may appoint by written resolution officers and agents of the Company to which the Member may delegate by written resolution whatever duties, responsibilities and authority the Member may desire. Any officer or agent may be removed by the Member at any time by written resolution.

(c) The Member hereby appoints Severin Russo as an authorized signatory of the Company vested with the authority to execute (on behalf of the Member) such documents as the Member shall direct in connection with the proposed acquisition by the Company of multiple tracts of real property located in Cranberry, PA.

(d) If an officer of the Company is appointed by the Member and given a title that is used by officers of a business corporation, the Member shall be deemed to have delegated to the officer the duties, responsibilities and authority that would be exercised by an officer of a business corporation with the same title, unless the Member provides otherwise by written resolution.

4. Title to Company Property. All real and personal property shall be acquired in the name of the Company and title to any property so acquired shall vest in the Company itself rather than in the Member.

5. Compensation of Member. The Member may be reimbursed for all expenses incurred in managing the Company and may, at the election of the Member, be entitled to compensation for management services rendered, in an amount to be determined from time to time by the Member.

6. Distributions. Distributions shall be made to the Member (in cash or in kind) at the times and in the aggregate amounts determined by the Member and as permitted by applicable law.

7. Elections. The Member may make any tax elections for the Company allowed under the Internal Revenue Code of 1986, as amended, or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company.

8. Assignability of Membership Interest. The economic interest of the Member in the Company is assignable, in whole or in part, either voluntarily or by operation of law.

9. Admission of Additional Members. Additional members of the Company may be admitted to the Company at the direction of the Member only if a new operating agreement or an amendment and restatement of this Agreement is executed.

10. Liability of the Member. The Member shall not have any liability for the debts, obligations or liabilities of the Company or for the acts or omissions of any other member, officer, agent or employee of the Company except to the extent provided in the Act. The failure of the Member to observe any formalities or requirements relating to the exercise of the powers of the Member or the management of the business and affairs of the Company under this Agreement or the Act shall not be grounds for imposing liability on the Member for liabilities of the Company.

11. Indemnification. The Company shall indemnify the Member and those authorized officers, agents and employees of the Company identified in writing by the Member as entitled to be indemnified under this section for all costs, losses, liabilities and damages paid or accrued by the Member (as the Member or as an officer, agent or employee) or any such officer, agent or employee in connection with the business of the Company, except to the extent prohibited by the laws of the Commonwealth of Pennsylvania. In addition, the Company may advance costs of defense of any proceeding to the Member or any such officer, agent or employee upon receipt by the Company of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that the person is not entitled to be indemnified by the Company.

12. Dissolution.

(a) The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (i) the written direction of the Member, or (ii) the entry of a decree of judicial dissolution under the Act. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause a dissolution of the Company.

(b) Upon dissolution, the Company shall cease carrying on any and all business other than the winding up of the Company business, but the Company is not terminated and shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the Act. Upon the winding up of the Company, the Company's property shall be distributed (i) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company's liabilities; and (ii) then to the Member. Such distributions shall be in cash or property or partly in both, as determined by the Member.

13. Conflicts of Interest. Nothing in this Agreement shall be construed to limit the right of the Member to enter into any transaction that may be considered to be competitive with, or a business opportunity that may be beneficial to, the Company. The Member does not violate a duty or obligation to the Company merely because the conduct of the Member furthers the interests of the Member. The Member may lend money to and transact other business with the Company. The rights and obligations of

the Member upon lending money to or transacting business with the Company are the same as those of a person who is not the Member, subject to other applicable law. No transaction with the Company shall be void or voidable solely because the Member has a direct or indirect interest in the transaction.

14. Governing Law. This Agreement shall be governed by, and interpreted and enforced in accordance with, the substantive laws of the Commonwealth of Pennsylvania, without reference to the conflicts of law rules of that or any other jurisdiction.

15. Entire Agreement. This Agreement constitutes the entire agreement of the Member with respect to the subject matter hereof and supersedes all prior agreements, express or implied, oral or written, with respect thereto. The express terms of this Agreement control and supersede any course of performance or usage of trade inconsistent with any of the terms hereof.

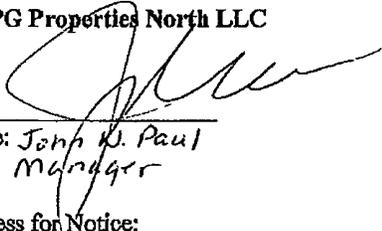
16. Amendment. This Agreement may be amended or modified from time to time only by a written instrument executed by the Member.

17. Rights of Creditors and Third Parties. This Agreement is entered into by the Member solely to govern the operation of the Company. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person other than the heirs, personal representatives, successors and assigns of the Member. Except and only to the extent provided by applicable statute, no creditor or third party shall have any rights under this Agreement or any agreement between the Company and the Member, with respect to the subject matter hereof.

Adopted: May 31, 2012

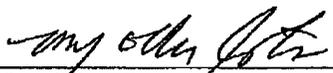
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

HMPG Properties North LLC

By: 
Name: John K. Paul
Title: Manager

Address for Notice:

Attention: _____



Mary Ellen Costa

Address for Notice:

4225 NORTHERN PIKE
MONROEVILLE, PA 15146

Attention: NADINE BANWELL

DIVIDER SHEET

**OPERATING AGREEMENT
OF
HMPG PHARMACY LLC**

This Operating Agreement (the "Agreement") has been adopted by Protoco PPI LLC, a Pennsylvania corporation, as the sole Member (the "Member") of HMPG Pharmacy LLC, a Pennsylvania limited liability company (the "Company"), effective as of April __, 2012.

1. Purpose. The object and purpose of, and the nature of the business to be conducted and promoted by, the Company is creating, owning and operating a pharmaceutical distribution company and engaging in any lawful act or activity for which limited liability companies may be formed under the Pennsylvania Limited Liability Company Law, 15 Pa.C.S. § 8901, et seq., as amended from time to time (the "Act"), and engaging in any and all lawful activities necessary or incidental to the foregoing.

2. Formation. The Company was formed as a limited liability company pursuant to the Act on March 26, 2011. The Member hereby ratifies and approves such formation in accordance with the Certificate of Organization filed on such date (as amended from time to time, the "Certificate").

3. Member. The name and address of the Member is:

Protoco PPI LLC
120 Fifth Avenue
Pittsburgh, PA 15222

4. Management.

(a) The business and affairs of the Company shall be managed by the manager (the "Manager"). The Manager shall be appointed and may be removed by the Member. The Manager shall have the complete and exclusive right, power and authority to manage and control all of the business, affairs, assets and properties of the Company, except to the extent those powers are delegated by the Manager to the appropriate officers. Absent an agreement to the contrary, the Manager shall not be restricted in any manner from participating in other business activities, despite the fact that such activities may be competitive with the business of the Company. There shall be a single Manager, which initially shall be John W. Paul. The Manager shall continue to serve in such capacity until the earlier of his resignation or replacement.

(b) The Manager may appoint by written resolution officers and agents of the Company to which the Manager may delegate by written resolution whatever duties, responsibilities and authority the Manager may desire. Any officer or agent may be removed by the Manager at any time by written resolution.

(c) If an officer of the Company is appointed by the Manager and given a title that is used by officers of a business corporation, the Manager shall be deemed to have delegated to the officer the duties, responsibilities and authority that would be exercised by an officer of a business corporation with the same title, unless the Manager provides otherwise by written resolution.

5. Title to Company Property. All real and personal property shall be acquired in the name of the Company and title to any property so acquired shall vest in the Company itself rather than in the Member.

6. Compensation of Manager. The Manager may be reimbursed for all expenses incurred in managing the Company and may, at the election of the Manager, be entitled to compensation for management services rendered, in an amount to be determined from time to time by the Member.

7. Distributions. Distributions shall be made to the Member (in cash or in kind) at the times and in the aggregate amounts determined by the Manager or the Member and as permitted by applicable law.

8. Profits and Losses. Profits and losses for any fiscal year shall be allocated to the Member.

9. Elections. The Manager may make any tax elections for the Company allowed under the Internal Revenue Code of 1986, as amended, or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company.

10. Assignability of Membership Interest. The economic interest of the Member in the Company is assignable, in whole or in part, either voluntarily or by operation of law.

11. Admission of Additional Members. Additional members of the Company may be admitted to the Company at the direction of the Member only if a new operating agreement or an amendment and restatement of this Agreement is executed.

12. Liability of the Member and the Manager. Neither the Member nor the Manager shall have any liability for the debts, obligations or liabilities of the Company or for the acts or omissions of any other member, manager, officer, agent or employee of the Company except to the extent provided in the Act. The failure of the Manager to observe any formalities or requirements relating to the exercise of the powers of the Manager or the management of the business and affairs of the Company under this Agreement or the Act shall not be grounds for imposing liability on the Manager for liabilities of the Company.

13. Indemnification. The Company shall indemnify the Member, the Manager and those authorized officers, agents and employees of the Company identified in writing by the Manager as entitled to be indemnified under this section for all costs, losses, liabilities and damages paid or accrued by the Member, the Manager or any such officer, agent or employee in connection with the business of the Company, except to the extent prohibited by the laws of the Commonwealth of Pennsylvania. In addition, the Company may advance costs of defense of any proceeding to the Member, the Manager or any such officer, agent or employee upon receipt by the Company of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that the person is not entitled to be indemnified by the Company.

14. Dissolution.

(a) The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (i) the written direction of the Manager, or (ii) the entry of a decree of judicial dissolution under the Act. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause a dissolution of the Company.

(b) Upon dissolution, the Company shall cease carrying on any and all business other than the winding up of the Company business, but the Company is not terminated and shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed

pursuant to the Act. Upon the winding up of the Company, the Company's property shall be distributed (i) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company's liabilities; and (ii) then to the Member. Such distributions shall be in cash or property or partly in both, as determined by the Manager.

15. Conflicts of Interest. Nothing in this Agreement shall be construed to limit the right of the Member to enter into any transaction that may be considered to be competitive with, or a business opportunity that may be beneficial to, the Company. The Member does not violate a duty or obligation to the Company merely because the conduct of the Member furthers the interests of the Member. The Member may lend money to and transact other business with the Company. The rights and obligations of the Member upon lending money to or transacting business with the Company are the same as those of a person who is not the Member, subject to other applicable law. No transaction with the Company shall be void or voidable solely because the Member has a direct or indirect interest in the transaction.

16. Governing Law. This Agreement shall be governed by, and interpreted and enforced in accordance with, the substantive laws of the Commonwealth of Pennsylvania, without reference to the conflicts of law rules of that or any other jurisdiction.

17. Entire Agreement. This Agreement constitutes the entire agreement of the Member with respect to the subject matter hereof and supersedes all prior agreements, express or implied, oral or written, with respect thereto. The express terms of this Agreement control and supersede any course of performance or usage of trade inconsistent with any of the terms hereof.

18. Amendment. This Agreement may be amended or modified from time to time only by a written instrument executed by the Member.

19. Rights of Creditors and Third Parties. This Agreement is entered into by the Member solely to govern the operation of the Company. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person other than the heirs, personal representatives, successors and assigns of the Member. Except and only to the extent provided by applicable statute, no creditor or third party shall have any rights under this Agreement or any agreement between the Company and the Member, with respect to the subject matter hereof.

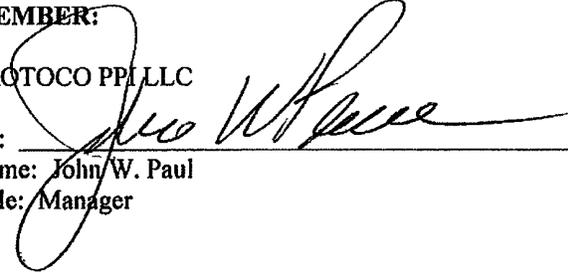
[the remainder of this page is intentionally left blank]

[Signature Page to HMPG Pharmacy LLC - Operating Agreement]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, has adopted this Operating Agreement on the date first above written.

MEMBER:

PROTOCO PPI LLC

By: 

Name: John W. Paul

Title: Manager

DIVIDER SHEET

**OPERATING AGREEMENT
OF
PROTOCO SUPPLY CHAIN SERVICES LLC**

This Operating Agreement (the "Agreement") has been adopted by Protoco PPI LLC, a Pennsylvania corporation, as the sole Member (the "Member") of Protoco Supply Chain Services LLC, a Pennsylvania limited liability company (the "Company"), effective as of April __, 2012.

1. Purpose. The object and purpose of, and the nature of the business to be conducted and promoted by, the Company is creating, owning and operating a group purchasing organization in the healthcare industry and engaging in any lawful act or activity for which limited liability companies may be formed under the Pennsylvania Limited Liability Company Law, 15 Pa.C.S. § 8901, et seq., as amended from time to time (the "Act"), and engaging in any and all lawful activities necessary or incidental to the foregoing.

2. Formation. The Company was formed as a limited liability company pursuant to the Act on March 21, 2011. The Member hereby ratifies and approves such formation in accordance with the Certificate of Organization filed on such date (as amended from time to time, the "Certificate").

3. Member. The name and address of the Member is:

Protoco PPI LLC
120 Fifth Avenue
Pittsburgh, PA 15222

4. Management.

(a) The business and affairs of the Company shall be managed by the manager (the "Manager"). The Manager shall be appointed and may be removed by the Member. The Manager shall have the complete and exclusive right, power and authority to manage and control all of the business, affairs, assets and properties of the Company, except to the extent those powers are delegated by the Manager to the appropriate officers. Absent an agreement to the contrary, the Manager shall not be restricted in any manner from participating in other business activities, despite the fact that such activities may be competitive with the business of the Company. There shall be a single Manager, which initially shall be John W. Paul. The Manager shall continue to serve in such capacity until the earlier of his resignation or replacement.

(b) The Manager may appoint by written resolution officers and agents of the Company to which the Manager may delegate by written resolution whatever duties, responsibilities and authority the Manager may desire. Any officer or agent may be removed by the Manager at any time by written resolution.

(c) If an officer of the Company is appointed by the Manager and given a title that is used by officers of a business corporation, the Manager shall be deemed to have delegated to the officer the duties, responsibilities and authority that would be exercised by an officer of a business corporation with the same title, unless the Manager provides otherwise by written resolution.

5. Title to Company Property. All real and personal property shall be acquired in the name of the Company and title to any property so acquired shall vest in the Company itself rather than in the Member.

6. Compensation of Manager. The Manager may be reimbursed for all expenses incurred in managing the Company and may, at the election of the Manager, be entitled to compensation for management services rendered, in an amount to be determined from time to time by the Member.

7. Distributions. Distributions shall be made to the Member (in cash or in kind) at the times and in the aggregate amounts determined by the Manager or the Member and as permitted by applicable law.

8. Profits and Losses. Profits and losses for any fiscal year shall be allocated to the Member.

9. Elections. The Manager may make any tax elections for the Company allowed under the Internal Revenue Code of 1986, as amended, or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company.

10. Assignability of Membership Interest. The economic interest of the Member in the Company is assignable, in whole or in part, either voluntarily or by operation of law.

11. Admission of Additional Members. Additional members of the Company may be admitted to the Company at the direction of the Member only if a new operating agreement or an amendment and restatement of this Agreement is executed.

12. Liability of the Member and the Manager. Neither the Member nor the Manager shall have any liability for the debts, obligations or liabilities of the Company or for the acts or omissions of any other member, manager, officer, agent or employee of the Company except to the extent provided in the Act. The failure of the Manager to observe any formalities or requirements relating to the exercise of the powers of the Manager or the management of the business and affairs of the Company under this Agreement or the Act shall not be grounds for imposing liability on the Manager for liabilities of the Company.

13. Indemnification. The Company shall indemnify the Member, the Manager and those authorized officers, agents and employees of the Company identified in writing by the Manager as entitled to be indemnified under this section for all costs, losses, liabilities and damages paid or accrued by the Member, the Manager or any such officer, agent or employee in connection with the business of the Company, except to the extent prohibited by the laws of the Commonwealth of Pennsylvania. In addition, the Company may advance costs of defense of any proceeding to the Member, the Manager or any such officer, agent or employee upon receipt by the Company of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that the person is not entitled to be indemnified by the Company.

14. Dissolution.

(a) The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (i) the written direction of the Manager, or (ii) the entry of a decree of judicial dissolution under the Act. The dissolution or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause a dissolution of the Company.

(b) Upon dissolution, the Company shall cease carrying on any and all business other than the winding up of the Company business, but the Company is not terminated and shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the Act. Upon the winding up of the Company, the Company's property shall be distributed (i) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company's liabilities; and (ii) then to the Member. Such distributions shall be in cash or property or partly in both, as determined by the Manager.

15. Conflicts of Interest. Nothing in this Agreement shall be construed to limit the right of the Member to enter into any transaction that may be considered to be competitive with, or a business opportunity that may be beneficial to, the Company. The Member does not violate a duty or obligation to the Company merely because the conduct of the Member furthers the interests of the Member. The Member may lend money to and transact other business with the Company. The rights and obligations of the Member upon lending money to or transacting business with the Company are the same as those of a person who is not the Member, subject to other applicable law. No transaction with the Company shall be void or voidable solely because the Member has a direct or indirect interest in the transaction.

16. Governing Law. This Agreement shall be governed by, and interpreted and enforced in accordance with, the substantive laws of the Commonwealth of Pennsylvania, without reference to the conflicts of law rules of that or any other jurisdiction.

17. Entire Agreement. This Agreement constitutes the entire agreement of the Member with respect to the subject matter hereof and supersedes all prior agreements, express or implied, oral or written, with respect thereto. The express terms of this Agreement control and supersede any course of performance or usage of trade inconsistent with any of the terms hereof.

18. Amendment. This Agreement may be amended or modified from time to time only by a written instrument executed by the Member.

19. Rights of Creditors and Third Parties. This Agreement is entered into by the Member solely to govern the operation of the Company. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person other than the heirs, personal representatives, successors and assigns of the Member. Except and only to the extent provided by applicable statute, no creditor or third party shall have any rights under this Agreement or any agreement between the Company and the Member, with respect to the subject matter hereof.

[the remainder of this page is intentionally left blank]

[Signature Page to Protoco Supply Chain Services LLC - Operating Agreement]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, has adopted this Operating Agreement on the date first above written.

MEMBER:

PROTOCOBPI LLC

By: _____

Name: John W. Paul

Title: Manager